

K-Bar Ranch II Community Development District

Board of Supervisors Meeting September 19, 2022

District Office: 2700 S. Falkenburg Rd. Suite 2745 Riverview, FL 33578 813-533-2950

www.kbarranchiicdd.com

K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors Betty Valenti Chair

Chloe Firebaugh Vice Chair

John Blakley Assistant Secretary
Vacant Assistant Secretary
Lee Thompson Assistant Secretary

District Manager Taylor Nielsen Rizzetta & Company, Inc.

District Counsel Andy Cohen Persson Cohen Mooney Fernandez & Jackson, P.A.

District Engineer 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 • 2700 S. Falkenburg Road, Suite 2745, Riverview, FL 33578 Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

WWW.KBARRANCHIICDD.ORG

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

September 14, 2022

REVISED 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, September 19, 2022 at 9:30 a.m., at MI Homes, located at 4343 Anchor Plaza Parkway, Suite 200, Tampa, FL 33634. The following is the agenda for the meeting:

1.		TO ORDER/ROLL CALL	
2.	_	ENCE COMMENTS	
3.	STAF	F REPORTS	
	A.	Clubhouse Manager	
	_	i. Presentation of Clubhouse Report	
	B.	Landscape Inspection Report with Landscaper's Comments Tab 2	
	C.	Yellowstone Report	
	D.	Presentation of Aquatics Report	
	Ε.	District Counsel	
	F.	District Engineer	
	G.	5 1	
4.		NESS ADMINISTRATION	
	A.	Consideration of Minutes of the Board of Supervisors Tob 6	
5.	BIIGIN	Meeting held on August 15, 2022Tab 6	
5.	A.	Consideration of Fence Pressure Washing ProposalsTab 7	
	л. В.	Consideration of Third Addendum to Contract for Professional	
	Б.		
	_	Amenity Services	
	C.	Consideration of Holiday Lighting Proposal	
	D.	Ratification of TECO Agreement for Parcel G Tab 10)
	E.	Consideration of Tri-Party Trustee Agreement	1
	F.	Consideration of Resolution 2022-09, related to Trustee	
		Resignation and Replacement	2
	G.	Consideration of Landscape Inspection Service Addendum Tab 13	3
	H.	Consideration of EGIS Renewal	
	I.	Consideration of OLM Landscape Inspection Service Tab 15	5
6.	SUPE	RVISOR REQUESTS	
7.	ADJO	URNMENT	

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.

K-Bar Ranch II Community Development District Agenda, September 13, 2022 Page 2

Sincerely, *Taylor Nielsen* District Manager

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

Tab 1



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

Clubhouse Manager's Report August 2022 for September 2022 Meeting

Operations and Maintenance Report+

Amenities Center

- Clean all spot lights on porches
- Re-hang Tennis shade screens after storms
- Replace Tennis Net Strap Clasp Court#1
- Replace playground bolt
- Reattach exit sign in breezeway
- Assess pipe breakage across from Old Spanish
- Assess pipe breakage at Meadow Pt Blvd & K-Bar Pkwy
- Remove baby gator from Hawk Valley/Kbar Pkwy sidewalk that was hit by car
- Secure playground drain covers
- Test spot-clean event room rug
- Remove algae from pool porch ramp
- Host Mobility Mtg with City councilman and other officials
- · Announce Opening of Meadow Pointe Blvd. connector
- Deep clean/sanitize all folding tables
- Tighten event room table legs
- Reinstall pin in Tennis net tightener Court#1

Ponds

Regular Service

Landscaping

- Regular Service
- Resolve common area access issue in Sundrift blocked by residentpool installation

Gates.

- Winsome Manor Visitor Kiosk hit by Fed-ex driver-replaced and reimbursed
- Hawk Valley Visitor kiosk license tray knocked down-reinstalled by securiteam
- Reinstall barrier arm at Winsome Manor
- Reinstall barrier arm 2x at Old Spanish
- · Reinstall barrier arm that was half down at Redwood Pt.
- Assess ped gate malfunctions at Mossy Pine and Hawk Valley refer to Securiteam-repaired
- Adjust hinges on main pool gate
- Adjust Mossy Pine pedestrian exit gate hinges/kant-slam
- Securiteam adjusted Redwood Point gate remote antenna for better reception

Events/Activities

- Every Wednesday Coffee Day
- Game Time Tuesday-Wednesday-Thursday

Resident Requests:

	<u> </u>
Page 2	
Resident Requests	

Tab 2

K BAR RANCH II

LANDSCAPE INSPECTION REPORT



August 31, 2022
Rizzetta & Company
Jason Liggett-Landscape Specialist



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

General Updates, Recent & Upcoming Maintenance Events

❖ Turf weeds are a big issue on the site. Over the last few months, they have spread, and I have noticed little improvement.

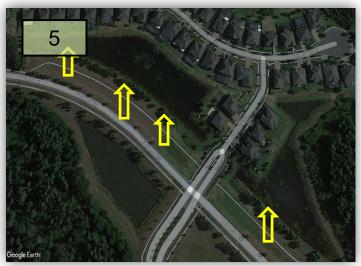
The following are action items for Yellowstone to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. Bold Red text indicates deficient for more than a month. Green text indicates a proposal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

- Make sure during mowing visits that we are redistributing the mow duff throughout the district. With heavy rains it can really start to build up.
- 2. Remove the moss from the oak tree on the inbound side of the Hawk Valley entrance.



- Diagnose and treat the decline in the oleanders at the hawk valley entrance on the inbound and outbound side. Check for caterpillars.
- 4. Treat the turf weeds on the inbound side of the redwood pointe entrance. This has been in constant reports and there has not been in a change of color or signs of wilting.

5. Remove the low hanging moss along the cypress trees in the pond frontage of laurel vista(Pic 5)



Lift the low hanging oak trees along the pond bank before you get to the paddock view intersection. (Pic 6)





Redwood Point, Wild Tamarind, Laurel Vista

- 7. Treat the fakahatche grass on the inbound side of Mistflower before the traffic circle.
- 8. Remove the very tall weed growing in the fence on the outbound side of the briar brook entrance near the gate entry.
- 9. Treat the turf weeds at the mail kiosk at the briar brook entrance. Also, in the lot adjacent to the homeowner's property.(Pic 9)

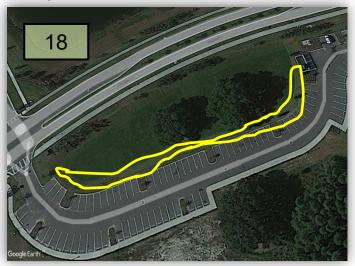


- 10. Improve the vigor in the viburnum suspensum at the briar brook mail kiosk.
- 11. Remove the tall weeds growing in the Jack Frost Ligustrum around the lift station at the briar brook mail kiosk.
- 12. Treat the turf weeds in the Saint Augustine between the mossy pine entrance and the sun drift entrance along mistflower lane.
- 13. Treat the turf weeds at the sun drift mail kiosk area. Improve the vigor in the Saint Augustine.
- 14. Treat the turf weeds at the Mossy Pine mail kiosk area and improve the vigor in the Saint Augustine.
- 15. Improve the vigor in the Viburnum Suspensum at the mossy pine mail kiosk area.

16. Treat the turf weeds on the outbound side of Rolling Moss Road just inside of the mossy pine entrance for turf weeds.(Pic 16)



- 17. Treat the turf weeds on the inbound and outbound side of the old Spanish community.
- 18. Treat the turf weeds in the Saint Augustine at the back entrance to the clubhouse. Also, along the hill in the overflow parking area.(Pic 18)



- 19. Treat the turf weeds and improve the vigor in the Saint Augustine turf area between the amenity parking lot and Mistflower Lane.
- 20. Treat the turf weeds on the outbound side of mistflower lane from the clubhouse to the winsome manor entrance.



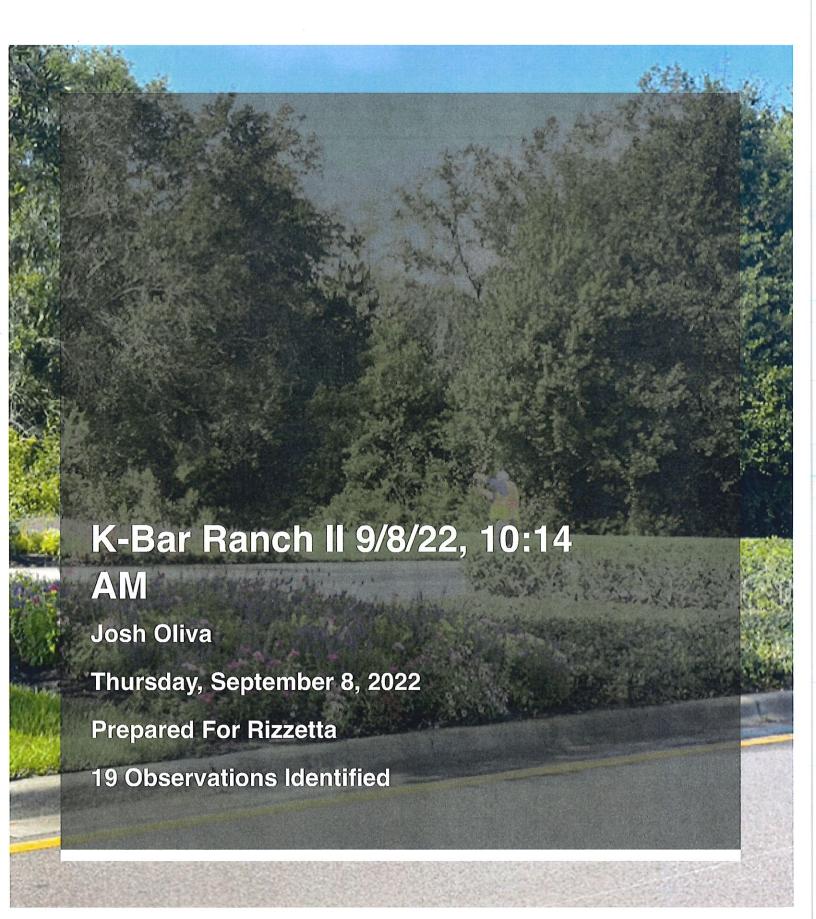
Redwood Point, Wild Tamarind, Laurel Vista

21. Treat the crack weeds at the winsome manor entrance.
22. Improve the vigor in the loropetlaum on the outbound side of Mistflower lane at the traffic circle area. Make sure these beds are being soft edged during services.
23. Treat the turf weeds in the Saint Augustine at the traffic circle on mistflower lane.
24. Treat the turf weeds in the Saint Augustine at the eagle creek entrance.
•



Tab 3







Sundrift Common Area Mowing Property Manager Common area at Sun-drift is being maintained regularly and in great shape



Briarbrook Torpedo Grass
Property Manager
Briarbrook torpedo grass
treatment has suppressed a lot of
the grass. Crew will continue to
pull and remove.



Mail Kiosk Weeds
Property Manager
Yellowstone is applying a new
elective herbicide to treat for
mimosa weed throughout K-Bar.
Thanks.



Turf Weeds
YL Fert/Chem
Turf weeds are being treated
throughout. Selective herbicides
are being used.



Turf Color
Property Manager
Turf color throughout is in great color.



Loropetlum Treatment
Property Manager
Loropetlum throughout is
responding to the latest
treatments. Will continue to
monitor.



Fakahatchee
Property Manager
Faks throughout are re-

Faks throughout are responding to insect treatments. Crew cut plants back and are currently growing back beautifully and in great shape.



Fungicide Application Property Manager

System Fungicide application including micros and a selective herbicide applied on the 8/24/22. Follow up application will be applied week of 9/12/22



Briarbrook Common Area Common areas throughout Briarbrook are being maintained



Clubhouse Property Manager Clubhouse overall in healthy shape.



Clubhouse Turf Color
Property Manager
Turf throughout will be fertilized
with complete granular fertilizer
the last week of September.



Meadow Point Pond Mowing
Property Manager
Ponds with no conservation areas
around are being maintained.



Meadow Point Ponds
Meadow point ponds are being
mowed as far around as possible.
Due to heavy saturation and
standing water crews can't make
pass all the way around.



Eagle Creek Property Manager Eagle creeks entrance in great shape



Parked Cars
Parked cars at RWP blowing
exhaust on annuals.



Mowing Services
Property Manager
Mowing services are being completed throughout



Heavy Rains Property received a heavy amount of rain week of 9/8/2022



RWP Soil Soil will be added to both annuals bed creating a bigger bed week of 9/12/22



Annual Rotation
Property Manager
Fall annuals will be proposed and rotated in if approved with next board meeting.

Josh Oliva Yellowstone

K BAR RANCH II

LANDSCAPE INSPECTION REPORT



August 31, 2022
Rizzetta & Company
Jason Liggett-Landscape Specialist



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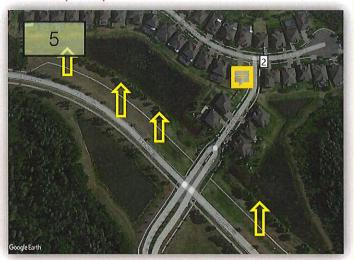
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5. Remove the low hanging moss along the cypress trees in the pond frontage of laurel vista(Pic 5)



6. Lift the low hanging oak trees along the pond bank before you get to the paddoc ew intersection. (Pic 6)





Summary of Comments on Slide 1

Page: 2

rage. 2	
Number: 1 Author: joliva	Subject: Sticky Note Date: 9/12/2022 9:21:15 AM
Will ensure crew is spreading	mow duff to scope.
Number: 2 Author: joliva	Subject: Sticky Note Date: 9/12/2022 9:42:42 AM
heavy rains have hindered cr	ews from completing certain service items. Mosses will continue to be removed with service week of 9/12/22
Number: 3 Author: joliva	Subject: Sticky Note Date: 9/12/2022 9:21:39 AM
Crew will have removed with	service on 9/14/22
Number: 4 Author: joliva	Subject: Sticky Note Date: 9/12/2022 9:43:08 AM
Low hanging tree branch ren	loved 9/9/22
Number: 5 Author: joliva	Subject: Sticky Note Date: 9/12/2022 9:24:16 AM
Oleander Caterpillars treated	at Hawk valley entrance.
Number: 6 Author: joliva	Subject: Sticky Note Date: 9/12/2022 9:27:17 AM
	d both on 8/15 and 8/24 using both selective herbicide as well as a neem oil to breakdown waxy cuticle. Heavy rains throughou e treatments and the effectiveness very tough. Yellowstone will continue to be aggressive with herbicide treatments.
iate July & August have mad	a treatments and the effectiveness very tough. Tellowstone will continue to be aggressive with herbicide treatments.

Redwood Point, Wild Tamarind, Laurel Vista

- 7. Treat the fakahatche grass on the inbound side of Mistflower before the traffic circle.
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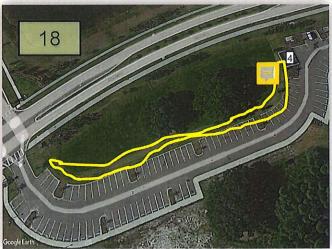


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Page: 3

Number: 1 Author: joliva Selective herbicides applied on 9/14/2022 Number: 2 Author: joliva Viburnum suspensum was treated with selective herbicide to rid of any exisating torpedo grass. Viburnum have been treated with Micro nutrients and iron to improve vigor. Complete granular fertilizer will be applied the last week of September to all plant material. Subject: Sticky Note Date: 9/12/2022 9:30:21 AM Number: 3 Author: joliva All weeds addressed in this area with service on 9/14/22 Number: 4 Author: joliva Subject: Sticky Note Date: 9/12/2022 9:35:55 AM Herbicides applied on 9/14/22 Number: 5 Author: joliva Subject: Sticky Note Date: 9/12/2022 9:35:24 AM Yellowstone is using different selective herbicides to treat the different weeds throughout. We are seeing a response from the last selective herbicide application but with heavy late afternoon rains the response is minimal. Crew will be applying selective herbicides early mornings to give the herbicides time to dry and be the most effective as possible. Sauthor: joliva Subject: Sticky Note Date: 9/12/2022 9:32:38 AM

Redwood Point, Wild Tamarind, Laurel Vista

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Page: 4

Number: 1 Author: joliva	Subject: Sticky Note Date: 9/12/2022 9:37:43 AM
Crack weeds will be address	ed with service on 9/14/22
Number: 2 Author: joliva	Subject: Sticky Note Date: 9/12/2022 9:36:42 AM
Loropetlum treated and resp	oonding well to treatments. See pictures in Yellowstone report
Number: 3 Author: joliva	Subject: Sticky Note Date: 9/12/2022 9:38:18 AM
Turf will be treated with unc	oming service week of 9/15/22





30319 Commerce Dr San Antonio, FL 33576

www.yellowstonelandscape.com

Fertilization & Pest Action Report

Property_	K-B	av IL	ado.				
Date _	cal. /		Technician	KI)		
Treatment Service call					Te	mperature	90
Turf Shrubs Trees	Fertilize Insect	Actions Disease	Weed	Other	4		
Palms Weather	Rain Condition	Overcast	t Sunny		3	None Mild Strong	Wind
	Dry Conditions ted return	Moist 9/12	Wet / / / / / / / / / / / / / / / / / / /	Saturated	Standin	g-Water	
Se ke tiv	Virtuents opple	ratives System System System		inclusection Lill off		Sylanic existing Fo	



Proposal #244769

Date: 09/12/2022 From: Joshua Oliva

Proposal For

Location

K-Bar Ranch II CDD c/o Rizzetta & Company, Inc.

main: mobile: 10300 K Bar Ranch Pkwy

Tampa, FL 33647

Property Name: K-Bar Ranch II CDD

2022 Fall Annual Rotation

Terms: Net 30

Price to install Fall flowers at K-Bar II.

Beds will alternate orange and Yellow along Pkwy.

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Durango Yellow	2106.00	\$1.58	\$3,317.75
Durango Orange	2124.00	\$1.58	\$3,346.13
Fuel Surcharge	1.00	\$195.43	\$195.43
Client Notes			
	SUBTOTAL		\$6,859.31
Signature	SALES TAX		\$0.00
x	TOTAL		\$6,859.31

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	Assigned To
Print Name:	Joshua Oliva
Title:	Office: joliva@yellowstonelandscape.com
Date:	

Tab 4

BLUE WATER AQUATICS

SERVICE REP	AQUA	ACCOUNT # WORK ORDER #					
SITE SITE SITE		1		Supplied States of States	TO L C	WEATHER CONDITIONS PATHY Cov	
observations/ RECOMMENDA Water grass, al	ligator	nted,	pern	e prin	1052,	torpeda ga ved trash	

BLUE WATER AQUATICS

Aquatic & Environmental Services

5119 STATE ROAD 54 NEW PORT RICHEY, FL 34652 (727) 842-2100

WWW.BLUEWATERAQUATICSINC.COM

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

LAKE MANAGEMENT . AQUATIC SERVICES . ENVIRONMENTAL PLANNING

BLUE WATER AQUATICS

SERVICE I			CUSTOMER: _ AQUATECH: ACCOUNT # _			ER#	
SITE FC40 190 192, 102, FC105, 103, 104, 100, 101, 210	X Westernoon of the second of					WEATHER CONDITION	
OBȘERVATIONS / RECOMM	ENDATIONS +	roate	20 070/0	. tora	do ames.	OC MOSS	0,

gator weed, penny wort, removed

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LAKE MANAGEMENT . AQUATIC SERVICES . ENVIRONMENTAL PLANNING

BLUE WATER AQUATICS

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BLUE WATER AQUATICS

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LAKE MANAGEMENT . AQUATIC SERVICES . ENVIRONMENTAL PLANNING

BLUE WATER AQUATICS

SERVICE REPORT DATE: 8-25-22		AQUATE ACCOU		1019	ÙSS C WORK	ORDER	#
SITE SITE SOLD SITE SOLD SOLD SOLD SOLD SOLD SOLD SOLD SOLD		84000 ATT WALE				O Pa	WEATHER CONDITIONS
OBSERVATIONS/RECOMMENDATIONS Alligan	ons treat to were	red s	other only w	on pied	gae	orped, ca	lo grass,

BLUE WATER AQUATICS

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LAKE MANAGEMENT . AQUATIC SERVICES . ENVIRONMENTAL PLANNING



It's Algae Time Again!

It is the time of year when we start getting the most questions about all the algae showing up in ponds. Most ponds that are built in housing developments are designed to hold storm water run-off. The ponds have been engineered to retain street and yard water run-off. Some ponds might even have littoral shelves built into them to allow aquatic plants to establish on the shelf. Such plants will help filter the storm water before it leaves the pond headed for the wetlands, creeks or natural bodies of water. Most of these ponds and littoral shelves could be considered natural water treatment facilities.

The ponds are not there just to look at, and with maintenance, along with good care, they will accomplish their desired function of helping out the wetlands and other water bodies.

So what causes all this algae to bloom?

- FERTILIZING LAWNS—One of the most important things to do to help keep the ponds functioning as well as possible is to watch the fertilizing practices of your turf.
 - Do not fertilize all the way down to the water's edge when applying fertilizer near the banks of ponds. If you fertilize the entire bank and down to the water's edge, the fertilizer will just leech down to the water and this helps cause algae blooms. Keep any fertilizer at least 10 feet away from any body of water.
 - Avoid using phosphorous! Only use it if a soil test says its needed. One study showed that just one
 pound of phosphorus from fertilizers would contribute to the growth of TEN THOUSAND pounds of
 algae!
 - It is also important to make sure that any fertilizer, leaves and grass clippings are cleaned up and not blown onto the street or curbs. That way less of it will get washed down the storm drains and into your ponds.
 - Using liquid fertilizer over granular slow-release fertilizers is also better. The liquid forms are quickly absorbed and have less of a chance of being washed into the ponds.
 - Watch the weather forecast. Rainstorms don't water in fertilizer, they wash it away! That wastes your money and pollutes the water.
- ♦ HOTTER TEMPERATURES—As temperatures rise in the spring and summer months, so does algae. When hot days occur, decomposition increases, providing fuel for algae. The algae cycle, that of blooming, and decomposing is a continuous cycle, and this cycle is accelerated when there is hot weather. Plus, algae make their own energy or food from the sun. The growth of algae is dependent on the process of photosynthesis where the bacteria that forms the organisms takes energy from the rays of the sun to use for growth. Algae only grows in oceans, lakes and other waterways at the depth of the photic layer, where the rays of the sun penetrate the water. This is one reason your pond might get dyed—it helps block some of the sun and thus algae gets less energy to bloom.
- ◆ LOTS OF RAIN / NO RAIN—Another natural contributor to algae is rain. When it rains, fertilizer and other chemicals that have been applied run off. As they run off, they pick up things along the way. The runoff eventually finds a home in sitting water, your pond or lake. These chemicals and fertilizers increase your pond's nutrients, and those excess nutrients increase algae blooms. You may start to notice a pea soup color. Likewise, long hot periods without rain feed the algae blooms because water evaporates quicker and the algae likes the warm, stagnant water that prevails during droughts.

Η

II



UPCOMING DATES TO REMEMBER

- Next Meeting: October 17, 2022 @ 9:30am
- FY 2020-2021 Audit Completion Deadline: Completed
- Next Election (Seat 1 John, Seat 4 Betty, Seat 5 Vacant): November 2022
- Quarterly Website Compliance Audit: 100% in compliance

District Manager's Report September 19

2022

FINANCIAL SUMMARY 7/31/2022

General Fund Cash & Investment Balance: \$849,242

Reserve Fund Cash & Investment Balance: \$75,146

Debt Service Fund Investment Balance: \$1,065,565

Total Cash and Investment Balances: \$1,989,953

General Fund Expense Variance: \$203,866 Under Budget



Items in Progress:

- 1. Cart Barn Build revised plans including electric sent to contractor's for pricing. One bid obtained so far.
- 2. Proposals are on agenda for pressure washing of the Hawk Valley perimeter fence.
- 3. Towing vendor is finalizing contract with the District to begin in the coming weeks after notices go out to the community.

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**, **August 15**, **2022 at 6:00 p.m.** held at the Amenity Center, located at 10820 Mistflower Lane, Tampa, FL 33647 3.

Present and constituting a quorum were:

Betty Valenti	Board Supervisor, Chairman
Chloe Firebaugh	Board Supervisor, Vice Chairman
Lee Thompson	Board Supervisor, Assistant Secretary
John Blakley	Board Supervisor, Assistant Secretary

Also present:

l aylor Nielsen	District Manager, Rizzetta & Company, Inc.
Susan Cali	Clubhouse Manager
Regina Kardash	District Counsel, Persson, Cohen & Mooney
Josh Olivia	Representative, Yellowstone Landscape
Audience	Present
Audience	Present

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience comments.

11111	D ORDER OF BUSINESS Staff Reports
A.	Clubhouse Manager
	Ms. Cali presented her report to the Board. There were no comments or questions from the Board.
B.	Field Services Report with Landscaper's Comments
	Mr. Nielsen presented his field services report to the Board.
C.	Yellowstone Report
	Mr. Oliva presented his report and addressed items to the Board.
	The Board requested the Clubhouse Manager send a reminder to homeowners about draining their pools, and how to do so appropriately.
	i. Consideration of Yellowstone Proposals
	Mr. Nielsen presented the Yellowstone Proposals to the Board.
	·
Yellov	Motion by Ms. Firebaugh, seconded by Ms. Valenti, the Board approved the wstone proposal #235117, subject to the Chairman approving revision to only add for Podocarpus instead of two, for K Bar Ranch II Community Development District.
Yellov	wstone proposal #235117, subject to the Chairman approving revision to only add
Yellov row o	wstone proposal #235117, subject to the Chairman approving revision to only add
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K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT August 15, 2022 - Minutes of Meeting Page 3

FOURTH ORDER OF BUSINESS 95 Consideration of Minutes of the Board 96 of Supervisors Meeting held on July 18, 2022 97 98 99 Mr. Nielsen presented the minutes of the Board of Supervisors meeting held on 100 July 18, 2022. 101 On a Motion by Ms. Valenti, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved the meeting minutes of the Board of Supervisors held on July 18, 2022, for K-Bar Ranch II Community Development District. 102 FIFTH ORDER OF BUSINESS of Operation 103 Consideration and Maintenance Expenditures for July 104 2022 105 106 107 Mr. Nielsen presented the Operation and Maintenance Expenditures for July 2022. 108 109 110 The Board requested the District bill MI Homes for reimbursement of the Boundary 111 Contraction. 112 The Board requested the District Manager ensure all 8 wells are encompassed in our Rust 113 Control contract. 114 115 On a Motion by Ms. Valenti, seconded by Mr. Blakley, with all in favor, the Board of Supervisors approved payment of the invoices in the Operation and Maintenance Expenditures reports for July 1-31 (\$124,679.16), for K-Bar Ranch II Community Development District. 116 117 118 SIXTH ORDER OF BUSINESS Public Hearing on Fiscal Year 2022-119 2023 Budget 120 On a Motion by Mr. Blakley, seconded by Ms. Valenti, with all in favor, the Board of Supervisors approved to open the Public Hearing on Fiscal Year 2022-2023 Budget, for K-Bar Ranch II Community Development District. 121 On a Motion by Mr. Thompson, seconded by Mr. Blakley, with all in favor, the Board of Supervisors approved to close the Public Hearing on Fiscal Year 2022-2023 Budget, for K-Bar Ranch II Community Development District. 122 123 124 125 126

127128

K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT August 15, 2022 - Minutes of Meeting Page 4

	: ugu :
SEVENTH ORDER OF BUSINESS	Consideration of Resolution 2022-06, Adopting Fiscal Year 2022-2023 Budget
Mr. Nielsen presented Resolution 20 Budget to the Board.	022-06, Adopting Fiscal Year 2022-2023
	Mr. Thompson, with all in favor, the Board of Adopting Fiscal Year 2022-2023 Budget, for istrict.
EIGHTH ORDER OF BUSINESS	Consideration of Resolution 2022-07, Imposing Special Assessments and Certifying the Assessment Roll
Mr. Nielsen presented Resolution 202 Certifying the Assessment Roll the Board.	22-07, Imposing Special Assessments and
	Mr. Blakley, with all in favor, the Board of mposing Special Assessments and Certifying mmunity Development District.
NINTH ORDER OF BUSINESS	Consideration of Resolution 2022-08, Setting the Meeting Schedule for Fiscal Year 2022-2023
Mr. Nielsen presented Resolution 202 Year 2022-2023 to the Board.	22-08, Setting the Meeting Schedule for Fiscal
Supervisors adopted Resolution 2022-08, S	Ms. Firebaugh, with all in favor, the Board of Setting the Meeting Schedule for Fiscal Year eeting up one week to November 14 th , 2022, at District.
TENTH ORDER OF BUSINESS	Consideration of Fiscal Year 22-23 Addendum for Rizzetta Agreement
Mr. Nielsen presented Fiscal Year 22 Board.	2-23 Addendum for Rizzetta Agreement to the
Supervisors approved Fiscal Year 22-23 A	Ms. Firebaugh, with all in favor, the Board of dendum for Rizzetta Agreement, for K-Bar
Ranch II Community Development District.	

K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT August 15, 2022 - Minutes of Meeting Page 5

163	ELEVENTH ORDER OF BUSINESS	Supervisor Requests
164	TI D 1 (1611)	
165	·	h Securiteam on the extended wait times at
166	the guest access to the gated communitie	S.
167 168	The Reard requested we have our	maintenance person provide regular monthly
169	inspections for rust areas to have our rust	
170	inspections for fust areas to have our fust	venuoi audiess.
171	The Board also requested the Dist	ict Manager get proposals for pressure
172	washing of the column caps.	Tot Managor got proposato for processo
173	wasiing or are column caper	
174		
175	THIRTEENTH ORDER OF BUSINESS	Adjournment
176		
177		no further business to come before the Board
178	then a motion to adjourn the meeting wou	ld be in order.
179		
	•	by Ms. Valenti, with all in favor, the Board of
	1 '	6:52 p.m., for K-Bar Ranch II Community
100	Development District.	
180		
181 182		
183		
184	Secretary / Assistant Secretary	Chairman / Vice Chairman
_	20010tally / / toolotallit 20010tally	Chairman, vice Chairman



Craig Baddorf Temple Terrace, Fl 33637 813-957-5243 downanddirtypressurewashing19@yahoo.com

K-bar ranch II c/o Kellie Spague

Date 08/04/2022 Quote #111423

Soft washing vinyl picket fence around parimiter of subdivision for inside of fence

Fee \$ 2346.00

Soft wash entire vinyl fence front and back side

Fee \$ 3284.40

clenzo2roof cleaner for fence

Fee \$ 651.00

Water will need to be supplied on site

Some area's of fence have light rust staining

^{**}Disclaimer: 1.) Estimates are valid for 60 days unless otherwise agreed upon in writing. 2.) Upon acceptance of estimate any additional services requested by you that are not covered by the original estimate shall incur additional charges, unless otherwise agreed upon in writing. 3.) Unless explicitly agreed prior to commencement of work, payment will be due in full upon completion of the work or services provided. 4.) Unless notified in writing of a 30 day payment option payment will be due within 10 day's of completion and invoice received or a 10% late fee of balance owed will be applied each month until payment is received. 5.) All deposits are non refundable . 6.) If legal action is required customer is responsible for all legal fee's. **

^{***}Down and Dirty Pressure Washing shall not be held responsible for any loss or damage to property, materials or individuals caused by the personal actions of the customer or other household members or guests before, during or after such work has been carried out.***





Pink Flamingo Power Wash LLC

INVOICE# 2882

DATE: 8-20-22

We turn green. To clean.

Pink Flamingo Power Wash LLC

813-458-0864

Info@pinkflamingopowerwash.com

TO Hawk Valley

C/O Rizzetta & Company

3434 Colwell Ave, Suite 200

Tampa, FL 33614

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Cliff Lespinasse	2882	Due After Completion	TBD

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Perimeter Fence Cleaning (Both Sides) Total 4456 ft	\$1.03	\$5,035.38
		SUBTOTAL	\$5,035.38
		TOTAL	\$5,035.38

Quotation prepared by: Cliff Lespinasse

By accepting an estimate, the client agrees to all the terms and conditions in this agreement. You authorize Pink Flamingo Power Wash LLC to do the work as specified on the estimate. While we are fully insured, you release our company from property damage unless negligence or willful misconducts cause it. Pink Flamingo Power Wash LLC is not responsible for damage to lose siding, paint, wood, trim or windows that was previously noted as damage or found during the pre-inspection walk through.

To accept this quote, sign here and return:	

THIRD ADDENDUM TO THE CONTRACT FOR PROFESSIONAL AMENITY SERVICES

This Third Addendum to the Contract for Professional Amenity Services (this "Third Addendum"), is made and entered into as of the 2022 day of October 1st (the "Effective Date"), by and between KBar II Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the Hillsborough County, Florida (the "District"), and Rizzetta & Company, Inc., a Florida corporation (the "Consultant").

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional Amenity Services dated January 25, 2020 (the "**Contract**"), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend Exhibit B of the Fees and Expenses section of the Contract as further described in this Addendum; and

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

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to Exhibit B attached.

The amended Exhibit B is hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Third Addendum as of the Effective Date.

Rizzetta & Company, Inc.	KBar II Community Development District
By:	By:
William J. Rizzetta, President	Chairman of the Board of Supervisors



Rev. 2017-03-13 - WJR/ED

EXHIBIT B SCHEDULE OF FEES

AMENITY MANAGEMENT SERVICES:

Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of **October 1**, **2022 to September 30**, **2023**.

PERSONNEL:

Full Time Personnel (40 hours per week)

- Clubhouse Manager
- Maintenance

Part Time Personnel (40 hours per week)

-Clubhouse Attendants

Budgeted Personnel Total ⁽¹⁾	\$ 178,790.
General Management and Oversight (2)	\$ 10,800.
Total Services Cost:	\$ 189,590.

One-Time Payroll Deposit (3) - Revised payroll deposit \$13,835, minus current deposit \$6,392.	\$	\$7,443.
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- (1). Budgeted Personnel: These budgeted costs reflect full personnel levels required to perform the services outlined in this contract. Personnel costs includes: All direct costs related to the personnel for wages, Full-Time benefits, applicable payroll-related taxes, workers' compensation, and payroll administration and processing.
- **(2).** General Management and Oversight: The costs associated with Rizzetta & Company, Inc.'s expertise and time in the implementation of the day to day scope of services, management oversight, hiring, and training of staff.
- **(3).** Payroll Deposit: A one-time deposit required for use in paying salaries and related costs for personnel assigned and providing services to the District. This payroll deposit is defined as one month of maximum total services costs.



Rev. 2017-03-13 - WJR/ED

Illuminations Holiday Lighting

Proposal

8606 Herons Cove PI Tampa, FL 33647 Tim Gay

(813) 334-4827

TO:

K-Bar Ranch II CDD c/o Rizzetta & Co 3434 Colwell Ave; Ste 200 Tampa, FL 33614

(813) 994-1001

JOB DESCRIPTION

Holiday Lighting and Decoration for K-Bar Ranch II CDD

	ITEMIZED ESTIMATE: TIME AND MATERIALS		AMOUNT
	Clubhouse Install clear, warm white C9s outlining front edge of clubhouse, all peaks a	and dormers	\$2,250.00
Main Entrance	Install 1 x 36" wreath with lights and bows on center peak of clubhouse Kinnan St and Kbar Ranch Parkway Install 2 x 36" lit wreaths with bows on monument columns Install lighted garland with bows over entrance sign wall		\$2,000.00
Entrances	Install clear C9s on top of entry monument column caps one each on either Hawk Valley; Briar Brook; Redwood Point; Winsome Manor; Mossy Point; Old Spanish; Sundrift; Eagle Creek Install 2 x 36" lit wreaths with bows on monument columns	er side of sign \$1250 per entrance 8 entrances	\$10,000.00
	Install lighted garland with bows over entrance sign wall Install clear C9s on top of entry monument column caps 50% Deposit		
•	TOTAL EST	IMATED JOB COST	\$14,250.00

- * Price includes rental of materials, lift, labor, installation, service and removal.
- * Illuminations Holiday Lighting takes the utmost care and precaution to protect your premises and property.
- * Customer hereby authorizes Illuminations Holiday Lighting, to install and / or remove all materials on said property as provided herein.
- * Assumes adequate power available. If additional power needed Kbar Ranch II CDD community responsible for providing.
- * Please note: Loss of material due to theft or vandalism is reimbursable at cost
- * Remaining balance of project due upon receipt of invoice after installation.
- * Removal process begins after New Years Day. It can take up to a week or more for completion. Power can be turned off in the interim.

Tim Gay		8/30/2022
PREPARED BY	•	DATE
AUTHORIZED SIGNATURE FOR KBAR RANCH II CDD	•	DATE

CONFIDENTIAL - This message is sent on behalf of Illuminations Holiday Lighting and is intended for authorized personnel and Board Members of Kbar Ranch II CDD only. As the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.



Contract No:	13822
Work Request No:	2421957
Billing Customer of Record:	K BAR RANCH II CDD
Billing Address:	CO RIZETTA AND CO, 5844 OLD PASCO RD
	STE100 WESLEY CHAPEL, FL 33544-0000
Tax ID#:	82-1060236
Business Partner #:	1200180317

TAMPA ELECTRIC COMPANY BRIGHT CHOICES Outdoor Lighting Agreement

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and K BAR RANCH II CDD (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

- 1. Scope of Work The Company shall furnish, install, operate and maintain, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"):
 - 53 2129330 Utility PT III 3K 55 Watts LED Black
 - 53 2127280 Winston Aluminum 16 Ft Black

at the following location K BAR RANCH PARCEL G TAMPA, FL 33647-0000 ("Installation Site"), subject to the availability of such Equipment for the term of the Agreement.

- 2. System Design and Approval If applicable, based on written lighting system design specifications approved by the Customer and/or the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design and/or sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.
 - If the final design sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the final design sketch at least two (2) days prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.
 - The Customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking.
 - The Equipment shall be repaired or replaced with the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.
 - THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.
- 3. Damages During Construction The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction or use of the equipment including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.
- 4. Customer Information and Preparation

 The Customer shall locate and advise the Company, by providing an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site.

 Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer.
 - Exculpation of liability shall include those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties.
- 5. Non-Standard Service Charges The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs, removal and replacement of pavement required to install underground lighting cable, and directional boring. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.
- **6. Customer Contribution in Aid of Construction** The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$0.00 for the Contribution in Aid of Construction(CIAC). Refer to Section 5.2.6.1 of the Tampa Electric Tariff.

Page 1 of 4	Customer Initial bdv	Date
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7. **Monthly Payment** During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule LS-1 as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current monthly base charges for facilities installed under this agreement are \$1850.76. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be \$320.73. The total monthly charge shall be \$2171.49 per month.

The Company may request that Customer provide a cash deposit equal to two (2) months service under this Agreement.

The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.

- 8. **Term** This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of ten (10) year(s) (the "Primary Term" as provided in the applicable Rate Schedule LS-1) beginning on the date one or more of the Equipment is installed and, if applicable, at least one light is energized and ready for use and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination.
- 9. Limitation on Damages The Company will furnish electricity to operate the Equipment for dusk to dawn service or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous operation during the term. The Company shall not be liable to the Customer for any damages arising from complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.
- 10 Indemnification Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, the "Company" shall be defined as Tampa Electric Company, its parent, Emera, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, and any successor corporations.
- **11. Outage Notification** The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.
- **12. Tree Trimming** Failure of the Customer to maintain adequate clearance (e.g. trees and vegetation) around the Equipment may cause illumination obstruction and/or a delay in requested repairs or required maintenance.
- 13. Termination, Removal The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date ("Initial Termination Period"), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective Date. In addition, the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence ("Final Termination Period"), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in contemplation of the Agreement, restocking fees on returned purchases, the cost of purchased Equipment that cannot be returned, or in the Company's sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer may not terminate this Agreement once installation of the Equipment has commenced.

The Company may, at its option and on five (5) days written notice to Customer, terminate this agreement in the event that:

- (a) the Customer fails to pay the Company for any of the services provided herein;
- (b) the Customer violates the terms of this agreement;
- (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Customer pursuant to any federal or state bankruptcy law or similar federal or state law; or
- (d) a trustee or receiver is appointed to take possession of the Installation Site (or if Customer is a tenant at the Installation Site, tenant's interest in the Installation Site) and possession is not restored to Tenant within thirty (30) days.

If such termination occurs prior to the expiration of the Primary Term, the Customer agrees to pay the Company, as liquidated damages, an amount equal to the net present value of the monthly rate for each service taken, less all applicable fuel and other adjustment clause charges, and (where applicable) franchise fees and taxes, for each month of the unexpired Primary Term.

14. Easements The Property Owner, identified on the signature page hereto, covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a Non-exclusive Easement for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The Non-exclusive Easement shall terminate upon the Company's removal of the Equipment. The Equipment shall remain the Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any

Customer Initial bd	Date 9/1/22
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lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In the event that this agreement is terminated pursuant to Paragraph 13 or expires pursuant to Paragraph 8, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Company shall not be responsible for any reasonable property damage caused at and around the Installation Site, arising from Company exercising its rights under this easement. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

- 15. Physical Alterations and Attachments In no event shall the Customer, or any other Grantor, alter, place upon or attach or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability to Company, anything altered, placed, installed, or existing in violation of this paragraph, with such removal cost being paid by the Customer.

 Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach to the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.
- **16. Insurance** Customer and/or Property Owner, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms reasonable and prudent for the type of property on which the Equipment is installed at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.
- **17. Amendments** During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement ("Addenda") upon the mutual written agreement of both parties in the form of Addendum "A" hereto.
- 18. Light Trespass Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 13 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.
- 19. Assignments This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement may not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company in its sole discretion.

 In the event of an Assignment, the assignee may be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company's sole discretion.
- 20. General No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: K BAR RANCH II CDD	Tampa Electric Company Representative:
By/Title: DIRECTOR PRESIDENT	By/Title:
Name (print): <u>BETTY VALENTI</u>	Signature:
Signature: Betty Valenti	Department: Date:
Date: September 1, 2022	
Phone #: (813)393-5705	
Email: <u>BValenti@MIHOMES.com</u>	
Property Owner: MI HOMES OF TAMPA, LLC	Tampa Electric Company Manager:
By/Title: VICE PRESIDENT OF LAND	By/Title:
Name (print): <u>SCOTT GRIFFITH</u>	
	Signature:
Signature:	Department:
Date:	Date:
Phone #: (813)393-5706	

Contract No. <u>2421957</u>

NOTICE OF RESIGNATION OF TRUSTEE, PAYING AGENT AND REGISTRAR

This resignation notice is provided in accordance with the Master Trust Indenture, dated as of December 1, 2017 (the "Master Indenture"), between the K-Bar Ranch II Community Development District and Regions Bank ("Regions"). Regions currently serves as Trustee, Paying Agent and Registrar under the Master Indenture, as supplemented by a First Supplemental Trust Indenture dated as of December 1, 2017, and a Second Supplemental Trust Indenture dated as of December 1, 2017 (collectively with the Master Indenture, the "Indentures").

Capitalized terms used herein and not otherwise defined herein have the meanings ascribed thereto in the Master Indenture.

Pursuant to Sections 11.11 of the Master Indenture, Regions hereby resigns as Trustee under the Indentures. Pursuant to Section 11.18 of the Master Indenture, Regions hereby resigns as Paying Agent and Registrar under the Indentures.

Date	d this day of Jul	y, 2022.
		REGIONS BANK, as Trustee, Paying Agent and Registrar
		By: Name: Title:

RESOLUTION 2022-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE RESIGNATION OF REGIONS BANK AS TRUSTEE, PAYING AGENT AND REGISTRAR OF CERTAIN THE DISTRICT'S **OUTSTANDING BONDS**: APPOINTING U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE, PAYING AGENT AND REGISTRAR FOR SAID BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRI-PARTY AGREEMENT: AUTHORIZING **DIRECTING** AND THE **GIVING OF** NOTICE TO BONDHOLDERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, K-Bar Ranch II Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, created by Ordinance No. 2017-104 of the City Council of the City of Tampa, Florida, enacted on June 22, 2017; and

WHEREAS, the District has previously issued its \$4,395,000 K-Bar Ranch II Community Development District Special Assessment Bonds, Series 2017A-1 (the "2017A-1 Bonds"), \$7,135,000 K-Bar Ranch II Community Development District Special Assessment Bonds, Series 2017A-2 Bonds (the "2017A-2 Bonds"), and \$5,420,000 K-Bar Ranch II Community Development District Special Assessment Bonds, Series 2017A-3 (the "2017A-3 Bonds" and, together with the 2017A-2 Bonds, the "2017A-2/3 Bonds" and, collectively with the 2017A-1 Bonds and 2017A-2 Bonds, the "2017 Bonds"); and

WHEREAS, the 2017A-1 Bonds were issued pursuant to and are secured by that certain Master Trust Indenture dated as of December 1, 2017 (the "Master Indenture"), as supplemented by that certain First Supplemental Trust Indenture dated as of December 1, 2017 (the "First Supplement"), each by and between the District and Regions Bank, as Trustee, Paying Agent and Registrar ("Regions Bank"); and

WHEREAS, the 2017A-2/3 Bonds were issued pursuant to and are secured by the Master Indenture, as supplemented by that certain Second Supplemental Trust Indenture dated as of December 1, 2017 (the "Second Supplement"), between the District and Regions Bank; and

WHEREAS, Regions Bank has tendered its resignation (attached hereto as Exhibit A) to serve as Trustee, Paying Agent and Registrar under the Master Indenture, First Supplement and Second Supplement with respect to the 2017 Bonds; and

- WHEREAS, the Board of Supervisors of the District (the "Board") has determined to accept the resignation of Regions Bank and appoint U.S. Bank Trust Company, National Association as successor Trustee, Paying Agent and Registrar ("U.S. Bank"); and
- **WHEREAS**, the resignation of Regions Bank and the appointment of U.S. Bank shall become effective as provided in the Tri-Party Agreement among the District, Regions Bank and U.S. Bank (the "Tri-Party Agreement"), the form of which is attached hereto as **Exhibit B**.
- **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the K-Bar Ranch II Community Development District, as follows:
- **Section 1. Recitals.** The above recitals are hereby incorporated as part of the body of this Resolution.
- **Section 2. Definitions.** Capitalized, undefined terms herein shall have the meanings ascribed thereto in the Master Indenture.
- **Section 3. Resignation of Regions Bank.** The Board hereby accepts the resignation of Regions Bank, as Trustee, Paying Agent and Registrar, with such resignation to become effective as provided in the Tri-Party Agreement.
- **Section 4. Appointment of U.S. Bank.** The Board hereby appoints U.S. Bank as successor Trustee, Paying Agent and Registrar, with such appointment to become effective as provided in the Tri-Party Agreement.
- **Section 5. Tri-Party Agreement.** The Tri-Party Agreement is hereby approved in substantially the form set forth as **Exhibit B** hereto and the Chair or the Vice Chair of the Board is hereby authorized and directed to execute and deliver such Tri-Party Agreement on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and/or approved by the Chair or the Vice Chair executing the same, such execution to be conclusive evidence of such approval.
- **Section 6. Open Meetings.** It is found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution were taken in an open meeting of the members of the Board and that all deliberations of the members of the Board which resulted in such formal action were taken in meetings open to the public, in full compliance with all legal requirements.
- **Section 7. Further Official Action; Ratification of Prior Acts.** The Chair, the Vice-Chair, the Secretary and each member of the Board and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chair, the Vice-Chair or the Secretary is unable to execute and deliver the documents herein

contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 8. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 9. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 10. Effective Date. This Resolution shall take effect immediately upon its adoption.

[End of Resolution – Signature page to follow]

PASSED in Public Session of the Development District, this day of	Board of Supervisors of K-Bar Ranch II Community, 2022.
Attest:	K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary, Board of Supervisors	Chair, Board of Supervisors

EXHIBIT A

RESIGNATION LETTER FROM REGIONS BANK

EXHIBIT B

FORM OF TRI-PARTY AGREEMENT

FIRST ADDENDUM TO THE CONTRACT FOR PROFESSIONAL LANDSCAPE INSPECTION SERVICES

This First Addendum to the Contract for Professional Landscape Inspection Services (this "Addendum"), is made and entered into as of the ______ day of _____, 20 ____(the "Effective Date"), by and between 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 (the "District"), and Rizzetta & Company, Inc., a Florida corporation (the "Consultant").

RECITALS

WHEREAS, the District and the Consultant entered into the contract for Professional Landscape Inspection Services dated July 5, 2018 (the "Contract"), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit A** – Schedule of Fees of the Fees and Expenses section of the Contract as further described in this Addendum; and

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

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **EXHIBIT A** – Schedule of Fees attached.

The amended **Exhibit A** – Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein agree to those terms.

ACCEPTED BY:	
	RIZZETTA & COMPANY, INC.
BY:	
PRINTED NAME:	William J. Rizzetta
TITLE:	President
DATE:	
COMMUNITY:	
BY:	
PRINTED NAME:	
TITLE:	
DATE:	

EXHIBIT A

Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

MONTHLY

\$800

ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

Job Title:	Hourly Rate:
Principal	\$300.00
Vice President	\$250.00
Chief Financial Officer	\$250.00
Director	\$250.00
Information Technology Manager	\$225.00
Regional District Manager	\$225.00
Financial Services Manager	\$225.00
Accounting Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Clubhouse Manager	\$175.00
Senior Helpdesk Support Engineer	\$175.00
Financial Analyst	\$150.00
Division Manager Landscape Inspection Services	\$150.00
Senior Accountant	\$150.00
Landscape Specialist	\$125.00
Financial Associate	\$125.00
Community Association Coordinator	\$100.00
Staff Accountant	\$100.00
Information Technology	\$100.00
Accounting Clerk	\$85.00
Administrative Assistant	\$85.00

Tab 14





Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

K-Bar Ranch II Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

About FIA

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

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

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

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

How are FIA Members Protected?

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

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms.

What Are Members Responsible For?

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

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

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

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122684

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$3,777,291
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$33,000

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

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

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

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

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

TOTAL PROPERTY PREMIUM

\$25,358

Extensions of Coverage

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

(X)	Code	Extension of Coverage	Limit of Liability
Х	Α	Accounts Receivable	\$500,000 in any one occurrence
х	В	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
х	С	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
Х	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
Х	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
Х	F	Duty to Defend	\$100,000 any one occurrence
Х	G	Errors and Omissions	\$250,000 in any one occurrence
Х	Н	Expediting Expenses	\$250,000 in any one occurrence
Х	1	Fire Department Charges	\$50,000 in any one occurrence
Х	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
Х	К	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
Х	L	Leasehold Interest	Included
Х	М	Air Conditioning Systems	Included
х	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
х	0	Personal property of Employees	\$500,000 in any one occurrence
Х	Р	Pollution Cleanup Expense	\$50,000 in any one occurrence
Х	Q	Professional Fees	\$50,000 in any one occurrence
Х	R	Recertification of Equipment	Included
Х	S	Service Interruption Coverage	\$500,000 in any one occurrence
Х	Т	Transit	\$1,000,000 in any one occurrence
Х	U	Vehicles as Scheduled Property	Included
Х	V	Preservation of Property	\$250,000 in any one occurrence
Х	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
х	х	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

Х	Υ	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
Х	Z	Ingress / Egress	45 Consecutive Days
Х	AA	Lock and Key Replacement	\$2,500 any one occurrence
Х	BB	Awnings, Gutters and Downspouts	Included
Х	СС	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

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

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

AUTOMOBILE COVERAGE

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

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit \$1,000,000

Personal Injury and Advertising Injury Included

Products & Completed Operations Aggregate Limit Included

Employee Benefits Liability Limit, per person \$1,000,000

Herbicide & Pesticide Aggregate Limit \$1,000,000

Medical Payments Limit \$5,000

Fire Damage Limit Included

No fault Sewer Backup Limit \$25,000/\$250,000

General Liability Deductible \$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit Per Claim \$1,000,000

Aggregate \$2,000,000

Public Officials and Employment Practices Liability Deductible \$0

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

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption

Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

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

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122684

PREMIUM BREAKDOWN

TOTAL PREMIUM DUE	\$31,432
Deadly Weapon Protection Coverage	Included
Public Officials and Employment Practices Liability	\$2,733
General Liability	\$3,341
Auto Physical Damage	Not Included
Hired Non-Owned Auto	Included
Automobile Liability	Not Included
Crime	Not Included
Property (Including Scheduled Inland Marine)	\$25,358

IMPORTANT NOTE

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

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

Additional Notes:

(None)



PARTICIPATION AGREEMENT Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2022, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

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

K-Bar Ranch II Community Development District

	(1)	
	(Name of Local Governmental Entity)	
Ву:		
	Signature	Print Name
Witr	ness By:	
	Signature	Print Name
IS HE	REBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND CO	/ERAGE IS EFFECTIVE October 1, 2022
	By:	

Administrator



PROPERTY VALUATION AUTHORIZATION

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

QUOTATIONS TERMS & CONDITIONS

Auto Physical Damage

П

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

and terms listed below.

☑ Building and Content TIV \$3,777,291 As per schedule attached
☑ Inland Marine \$33,000 As per schedule attached

Not Included

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits

Signature:	Date:	
Name:		
Title:		



K-Bar Ranch II Community Development District

100122684

Unit#	Des	cription	Year Built	Eff. Date	Building	Value	T.1.11	
	Ad	ddress	Const Type	Term Date	Contents	Value	lotaling	sured Value
Ì	Roof Shape	Roof Pitch		Roof Cove	ring	Coverin	Replaced	Roof Yr Blt
	Parcel A: card readers/kiosks pe		2018	10/01/2022	\$35,0	00		'
1	hard gates (vehicle & pedestrian Briarbrook - 10711 Mistflower La Tampa FL 33647	•	Non combustible	10/01/2023				\$35,000
				I.			l	
Unit#	Des	cription	Year Built	Eff. Date	Building	Value		
• · · · · · ·		ddress	Const Type	Term Date	Contents		Total Ins	sured Value
 	Roof Shape	Roof Pitch	_ const type	Roof Cove			Replaced	Roof Yr Blt
	Parcel M: card readers/kiosks pe		2018	10/01/2022	\$35,0		5 Nepiaceu	ROOT IT DIE
2	hard gates (vehicle & pedestrian Redwood Point - 10340 K-Bar Ra) and soft barrier arms		10/01/2023				\$35,000
	Tampa FL 33647	Inch Pkwy	Non combustible					
Unit#	Doc	crintian	Year Built	Eff. Date	Duildica	Value		
Oillt#		cription Idress			Building		Total Ins	ured Value
		1	Const Type	Term Date	Contents			D 6 12 D - 12
	Roof Shape	Roof Pitch	2010	Roof Cove			g Replaced	Roof Yr Blt
	(vehicle & pedestrian) and soft b	access, plus the actual hard gates	2018	10/01/2022	\$35,0	00		
3	Hawk Valley - 10339 K-Bar Ranci Tampa FL 33647		Non combustible	10/01/2023				\$35,000
	·							
Unit#	Des	cription	Year Built	Eff. Date	Building	Value		
	Ad	ddress	Const Type	Term Date	Contents		Total Ins	sured Value
	Roof Shape	Roof Pitch	7,1	Roof Cove	ring	Coverin	Replaced	Roof Yr Blt
	•	access, plus the actual hard gates	2018	10/01/2022	\$35,0			1.001 11 2.0
	(vehicle & pedestrian) and soft b							
4	Winsome Manor - 10541 K-Bar F Tampa FL 33647	tanch Pkwy	Non combustible	10/01/2023				\$35,000
Unit#	Des	cription	Year Built	Eff. Date	Building	Value	Tatalia	
	Ac	ddress	Const Type	Term Date	Contents	Value	lotalins	sured Value
	Roof Shape	Roof Pitch		Roof Cove	ring	Coverin	Replaced	Roof Yr Blt
	Clubhouse		2020	10/01/2022	\$1,535,	154		'
5	10820 Mistflower Lane Tampa FL 33647		Masonry non combustible	10/01/2023	\$8,06	66		\$1,543,220
						<u> </u>		
Unit #	Des	cription	Year Built	Eff. Date	Building	Value	Total Inc	sured Value
		ldress	Const Type	Term Date	Contents	Value	. Jean mis	
	Roof Shape	Roof Pitch		Roof Cove			g Replaced	Roof Yr Blt
	Playground		2020	10/01/2022	\$194,4	140		
6	10820 Mistflower Lane Tampa FL 33647		Non combustible	10/01/2023		ı		\$194,440
Unit #	Doc	cription	Year Built	Eff. Date	Building	Value		1
Omt#		ddress	Const Type				Total Ins	ured Value
		i .	const Type	Term Date	Contents			n - 6 22 n - 5 22
	Roof Shape	Roof Pitch	2020	Roof Cove			g Replaced	Roof Yr Blt
	Fence		2020	10/01/2022	\$28,1	65		
7	10820 Mistflower Lane Tampa FL 33647		Non combustible	10/01/2023				\$28,185

Sign:	Print Name:	Date:	
·			



K-Bar Ranch II Community Development District

100122684

Unit#	De	scription	Year Built	Eff. Date	Building Value		
İ	A	Address	Const Type	Term Date	Contents Value	Total Ins	sured Value
	Roof Shape	Roof Pitch		Roof Cove	ering Coverin	ng Replaced	Roof Yr Blt
	Pool	•	2020	10/01/2022	\$398,173	Ĭ	'
8	10820 Mistflower Lane Tampa FL 33647		Below ground liquid storage tank / pool	10/01/2023			\$398,173
Unit #		scription	Year Built	Eff. Date	Building Value	Total Inc	sured Value
		Address	Const Type	Term Date	Contents Value	1000	
	Roof Shape	Roof Pitch		Roof Cove		ng Replaced	Roof Yr Blt
	Pool Furniture		2020	10/01/2022	\$54,811		
9	10820 Mistflower Lane Tampa FL 33647		Property in the Open	10/01/2023			\$54,811
Unit#	De	scription	Year Built	Eff. Date	Building Value		ı
Ollit #		Address		Term Date	Contents Value	Total Ins	sured Value
		Roof Pitch	Const Type	ļ .		- Davidacad	Doof V. Dit
	Roof Shape Tennis Court Fencing and Groun		2020	Roof Cove 10/01/2022	\$127,710	ng Replaced	Roof Yr Blt
	remins court remaining and Groun			10/01/2022			440= =40
10	10820 Mistflower Lane Tampa FL 33647		Non combustible	10/01/2023			\$127,710
Unit #		scription	Year Built	Eff. Date	Building Value	Total Inc	sured Value
	Α	Address	Const Type	Term Date	Contents Value	Total IIIs	surcu value
	Roof Shape	Roof Pitch		Roof Cove	- 0	ng Replaced	Roof Yr Blt
	Pool Pavilions (4)		2020	10/01/2022	\$94,233		
11	10820 Mistflower Lane Tampa FL 33647		Joisted masonry	10/01/2023			\$94,233
	Simple hip			Metal panel			
Unit #	De	scription	Year Built	Eff. Date	Building Value	Total In	sured Value
	A	Address	Const Type	Term Date	Contents Value	Totalins	sureu value
Ì	Roof Shape	Roof Pitch		Roof Cove	ering Coverin	ng Replaced	Roof Yr Blt
	Large Grilling Pavilion	•	2020	10/01/2022	\$67,072	J	
12	10820 Mistflower Lane Tampa FL 33647		Joisted masonry	10/01/2023			\$67,072
	Simple hip			Metal panel			
Unit#	De	scription	Year Built	Eff. Date	Building Value		
		Address	Const Type	Term Date	Contents Value	Total Ins	sured Value
	Roof Shape	Roof Pitch	7.	Roof Cove		ng Replaced	Roof Yr Blt
	Dumpster Enclosure		2020	10/01/2022	\$28,724	Ĭ	
13	10820 Mistflower Lane Tampa FL 33647		Masonry non combustible	10/01/2023			\$28,724
Unit #		scription Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Ins	sured Value
	Roof Shape	Roof Pitch	,,	Roof Cove		ng Replaced	Roof Yr Blt
	Well Pump w/PVC Fence Enclose		2020	10/01/2022	\$7,500		
			Pump / lift	10/01/2023			\$7,500

Sign:	Print Name:	Date:	
o.B	i i i i i i i i i i i i i i i i i i i	Bate.	



K-Bar Ranch II Community Development District

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Unit #	Description	Year Built	Eff. Date	Building Value		
	Address	Const Type	Term Date	Contents Value	Total Ins	ured Value
	Roof Shape Roof Pitch		Roof Cov	ering Coverin	g Replaced	Roof Yr Blt
	Entry Monument - Amenity Center	2020	10/01/2022	\$70,280		
15	10820 Mistflower Lane Tampa FL 33647	Masonry non combustible	10/01/2023			\$70,280
Unit #	Description	Year Built	Eff. Date	Building Value		•
	Address	Const Type	Term Date	Contents Value	Total Ins	ured Value
	Roof Shape Roof Pitch	55.131 17,65	Roof Cov		g Replaced	Roof Yr Blt
	Entry Monument - Mossy Pine	2020	10/01/2022	\$87,779	I replaced	NOO! II DIC
16	Mossy Pine Drive & Mistflower Lane Tampa FL 33647	Masonry non combustible	10/01/2023			\$87,779
		., .	=======================================	5 11 1/1	T	
Unit #	Description	Year Built	Eff. Date	Building Value	Total Ins	ured Value
	Address	Const Type	Term Date	Contents Value		1
	Roof Shape Roof Pitch		Roof Cov		g Replaced	Roof Yr Blt
	Entry Monument - Old Spanish	2019	10/01/2022	\$70,357		
17	Old Spanish Road & Mistflower Lane Tampa FL 33647	Masonry non combustible	10/01/2023			\$70,357
Unit #	Description	Year Built	Eff. Date	Building Value	Total Ins	ured Value
	Address	Const Type	Term Date	Contents Value		
	Roof Shape Roof Pitch		Roof Cov		g Replaced	Roof Yr Blt
	Security Gates w/Support Columns - Old Spanish	2019	10/01/2022	\$112,864		
18	Old Spanish Road & Mistflower Lane Tampa FL 33647	Non combustible	10/01/2023			\$112,864
Unit #	Description	Year Built	Eff. Date	Building Value	Total Ins	ured Value
	Address	Const Type	Term Date	Contents Value	700011113	area value
	Roof Shape Roof Pitch		Roof Cov	. •	g Replaced	Roof Yr Blt
	Tan PVC Fencing - Old Spanish	2019	10/01/2022	\$7,850		
19	Old Spanish Road	New search wetchie	10/01/2023			\$7,850
13	Tampa FL 33647	Non combustible				
	Tampa FL 33647		F# Date	Duilding Volum		
Unit #	Tampa FL 33647 Description	Year Built	Eff. Date	Building Value	Total Ins	ured Value
	Description Address		Term Date	Contents Value		
	Description Address Roof Shape Roof Pitch	Year Built Const Type	Term Date Roof Cov	Contents Value ering Coverin	Total Ins	ured Value
	Description Address	Year Built	Term Date	Contents Value		Roof Yr Blt
	Description Address Roof Shape Roof Pitch	Year Built Const Type	Term Date Roof Cov	Contents Value ering Coverin		
Unit #	Tampa FL 33647 Description Address Roof Shape Roof Pitch Entry Monument - Winsome Manor Claiborne Way & Mistflower Lane Tampa FL 33647	Year Built Const Type 2018 Masonry non combustible	Term Date Roof Cov 10/01/2022 10/01/2023	Contents Value ering Coverin \$143,460		Roof Yr Blt
Unit#	Tampa FL 33647 Description Address Roof Shape Roof Pitch Entry Monument - Winsome Manor Claiborne Way & Mistflower Lane Tampa FL 33647 Description	Year Built Const Type 2018 Masonry non combustible Year Built	Term Date Roof Cov 10/01/2022 10/01/2023 Eff. Date	Contents Value ering Coverin \$143,460 Building Value	g Replaced	\$143,460
Unit #	Tampa FL 33647 Description Address Roof Shape Roof Pitch Entry Monument - Winsome Manor Claiborne Way & Mistflower Lane Tampa FL 33647 Description Address	Year Built Const Type 2018 Masonry non combustible	Term Date Roof Cov 10/01/2022 10/01/2023 Eff. Date Term Date	Contents Value ering Coverin \$143,460 Building Value Contents Value	g Replaced	\$143,460
Unit #	Tampa FL 33647 Description Address Roof Shape Roof Pitch Entry Monument - Winsome Manor Claiborne Way & Mistflower Lane Tampa FL 33647 Description Address Roof Shape Roof Pitch	Year Built Const Type 2018 Masonry non combustible Year Built Const Type	Term Date Roof Cov 10/01/2022 10/01/2023 Eff. Date Term Date Roof Cov	Contents Value ering Coverin \$143,460 Building Value Contents Value ering Coverin	g Replaced	\$143,460
Unit #	Tampa FL 33647 Description Address Roof Shape Roof Pitch Entry Monument - Winsome Manor Claiborne Way & Mistflower Lane Tampa FL 33647 Description Address	Year Built Const Type 2018 Masonry non combustible Year Built	Term Date Roof Cov 10/01/2022 10/01/2023 Eff. Date Term Date	Contents Value ering Coverin \$143,460 Building Value Contents Value	g Replaced	\$143,460

Sign:	Print Name:	Date:



K-Bar Ranch II Community Development District

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Unit #	Description		Year Built	Eff. Date	Building Value	Total	urad Valua
	Address		Const Type	Term Date	Contents Value	lotaling	sured Value
	Roof Shape R	loof Pitch		Roof Cove		g Replaced	Roof Yr Blt
	Entry Monument - Redwood Point		2018	10/01/2022	\$98,021		
22	Redwood Point Parkway & K Bar Ranch Park Tampa FL 33647	way	Masonry non combustible	10/01/2023			\$98,021
Unit #	Description		Year Built	Eff. Date	Building Value	Total Inc	sured Value
	Address		Const Type	Term Date	Contents Value	Totalilis	sureu value
	Roof Shape R	loof Pitch		Roof Cove		g Replaced	Roof Yr Blt
	Entry Monument - Hawk Valley		2018	10/01/2022	\$96,730		
23	Hawk Valley Drive & K Bar Ranch Parkway Tampa FL 33647		Masonry non combustible	10/01/2023			\$96,730
Unit #	Description		Year Built	Eff. Date	Building Value		<u> </u>
Oillt #	Address				Contents Value	Total Ins	sured Value
		loof Pitch	Const Type	Term Date		De elected	D C.V. DU
	Roof Shape R Black Aluminum Fence w/ Masonry Columns		2019	Roof Cove 10/01/2022	\$110,000	g Replaced	Roof Yr Blt
	Black Aluminum Fence w/ Masoni y Columns		2013	10/01/2022	Ş110,000		
24	Paddock View Drive & K Bar Ranch Parkway Tampa FL 33647		Non combustible	10/01/2023	<u>,</u>		\$110,000
Unit #	Description		Year Built	Eff. Date	Building Value	Total Inc	sured Value
	Address		Const Type	Term Date	Contents Value	Iotaiins	surea value
	Roof Shape R	loof Pitch		Roof Cove	ering Coverin	g Replaced	Roof Yr Blt
	Entry Monument w/ 3 Decorative Pillars - K-I	Bar Ranch	2019	10/01/2022	\$120,000	Ţ	
25	K Bar Ranch Parkway Tampa FL 33647		Masonry non combustible	10/01/2023			\$120,000
Unit #	Description		Year Built	Eff. Date	Building Value	Total Inc	sured Value
	Address		Const Type	Term Date	Contents Value	Totalilis	sureu value
	Dest Character						Doof Va Dit
	Roof Shape R	loof Pitch		Roof Cove	ering Coverin	ig Replaced	Roof Yr Blt
	Mail Kiosks	loof Pitch	2020	Roof Cove 10/01/2022	ering Coverin \$10,697	g Replaced	KOOI II BIL
26		Roof Pitch	2020 Non combustible			g Replaced	\$10,697
	Mail Kiosks Mossy Pine Tampa FL 33647	Roof Pitch	Non combustible	10/01/2022	\$10,697	g Replaced	-
26 Unit#	Mail Kiosks Mossy Pine Tampa FL 33647 Description	Roof Pitch	Non combustible Year Built	10/01/2022 10/01/2023 Eff. Date	\$10,697		-
	Mail Kiosks Mossy Pine Tampa FL 33647 Description Address		Non combustible	10/01/2022 10/01/2023 Eff. Date Term Date	\$10,697 Building Value Contents Value	Total Ins	\$10,697
	Mail Kiosks Mossy Pine Tampa FL 33647 Description Address Roof Shape	toof Pitch	Non combustible Year Built Const Type	10/01/2022 10/01/2023 Eff. Date Term Date Roof Cove	\$10,697 Building Value Contents Value Pring Covering		\$10,697
	Mail Kiosks Mossy Pine Tampa FL 33647 Description Address		Non combustible Year Built	10/01/2022 10/01/2023 Eff. Date Term Date	\$10,697 Building Value Contents Value	Total Ins	\$10,697
	Mail Kiosks Mossy Pine Tampa FL 33647 Description Address Roof Shape		Non combustible Year Built Const Type	10/01/2022 10/01/2023 Eff. Date Term Date Roof Cove	\$10,697 Building Value Contents Value Pring Covering	Total Ins	\$10,697
Unit#	Mail Kiosks Mossy Pine Tampa FL 33647 Description Address Roof Shape R Mail Kiosks Old Spanish Tampa FL 33647		Non combustible Year Built Const Type 2020 Non combustible	10/01/2022 10/01/2023 Eff. Date Term Date Roof Cove 10/01/2022 10/01/2023	\$10,697 Building Value Contents Value ering Coverir \$10,178	Total Ins	\$10,697 Sured Value Roof Yr Blt
Unit#	Mail Kiosks Mossy Pine Tampa FL 33647 Description Address Roof Shape Rail Kiosks Old Spanish Tampa FL 33647 Description		Non combustible Year Built Const Type 2020	10/01/2022 10/01/2023 Eff. Date Term Date Roof Cove 10/01/2022	\$10,697 Building Value Contents Value Pring Covering	Total Ins	\$10,697 Sured Value Roof Yr Blt \$10,178
Unit #	Mail Kiosks Mossy Pine Tampa FL 33647 Description Address Roof Shape Mail Kiosks Old Spanish Tampa FL 33647 Description Address	coof Pitch	Non combustible Year Built Const Type 2020 Non combustible	10/01/2022 10/01/2023 Eff. Date Term Date Roof Cove 10/01/2022 10/01/2023 Eff. Date Term Date	\$10,697 Building Value Contents Value Pring Covering \$10,178 Building Value Contents Value	Total Ins	\$10,697 Sured Value Roof Yr Blt
Unit #	Mail Kiosks Mossy Pine Tampa FL 33647 Description Address Roof Shape Mail Kiosks Old Spanish Tampa FL 33647 Description Address Roof Shape Roof Shape Roof Shape Roof Shape		Non combustible Year Built Const Type 2020 Non combustible Year Built Const Type	10/01/2022 10/01/2023 Eff. Date Term Date Roof Cove 10/01/2022 10/01/2023 Eff. Date Term Date Roof Cove	\$10,697 Building Value Contents Value ering Coverin \$10,178 Building Value Contents Value contents Value ering Coverin	Total Ins	\$10,697 Sured Value Roof Yr Blt \$10,178
Unit #	Mail Kiosks Mossy Pine Tampa FL 33647 Description Address Roof Shape Mail Kiosks Old Spanish Tampa FL 33647 Description Address	coof Pitch	Non combustible Year Built Const Type 2020 Non combustible Year Built	10/01/2022 10/01/2023 Eff. Date Term Date Roof Cove 10/01/2022 10/01/2023 Eff. Date Term Date	\$10,697 Building Value Contents Value Pring Covering \$10,178 Building Value Contents Value	Total Ins	\$10,697 Sured Value Roof Yr Blt \$10,178

iign:	Print Name:	Date:	



K-Bar Ranch II Community Development District

Policy No.: 100122684 Agent: Egis Insuran

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

Unit#	Description		Year	Built	Eff. Date	Building	y Value	Total Insured Value	
	Ac	ldress	Cons	t Type	Term Date	Content	s Value	Total IIIs	urcu valuc
	Roof Shape	Roof Pitch			Roof Co	overing	Coverin	g Replaced	Roof Yr Blt
	Mail Kiosks		20)20	10/01/2022	\$14,6	663		
29	Briarbrook Tampa FL 33647		Non con	nbustible	10/01/2023		<u> </u>		\$14,663
Unit #	Desc	cription	Year	Built	Eff. Date	Building	Value		
		ldress		t Type	Term Date	Content		Total Ins	ured Value
	Roof Shape	Roof Pitch	33.13	,,,	Roof Co	1		g Replaced	Roof Yr Blt
	Mail Kiosks	Noor Free	20	020	10/01/2022	\$11,0		g neplacea	NOO! II DIC
30	Redwood Point Tampa FL 33647		Non con	nbustible	10/01/2023		<u> </u>		\$11,094
Unit #	Desc	cription	Year	Built	Eff. Date	Building	y Value		
	Address		Cons	t Type	Term Date	Content	s Value	lotaling	ured Value
	Roof Shape	Roof Pitch			Roof Co	overing	Coverin	g Replaced	Roof Yr Blt
	Mail Kiosks		20)20	10/01/2022	\$11,1	L45	10	
31	Hawk Valley Tampa FL 33647		Non con	nbustible	10/01/2023		T		\$11,145
Unit #	Desc	cription	Vear	Built	Eff. Date	Building	Value		
•	!	ddress		t Type	Term Date	Content	·····	Total Ins	ured Value
	Roof Shape	Roof Pitch		, рс	Roof Co			g Replaced	Roof Yr Blt
	Mail Kiosks	NOO! I Iteli	20	020	10/01/2022	\$10,1		g neplacea	NOO! II DIC
32	Sundrift Tampa FL 33647		Non con	nbustible	10/01/2023				\$10,178
			Total:	Building \$3,769,2		Contents Valu \$8,066	ie	Insured Va \$3,777,29	

Sign:	Print Name:	Dat	e:



Inland Marine Schedule

K-Bar Ranch II Community Development District

Policy No.: 100122684

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

Item #	Department Description	Serial Number	Classification Code	Eff. D		Value	Deductible
1			Electronic data processing	10/01/	2022	\$28,000	\$1,000
	Avigilon Security Cameras & Recording Equipment		equipment	10/01/2	2023		
2			Other inland marine	10/01/2022	\$5,000	\$1,000	
	Pool Chair Lift (Permanently Mounted)		Other iniana marine	10/01/	2023	\$3,000	\$1,000
				Total		\$33,000	

Sign:	Print Name:	Date:

Tab 15



AGREEMENT FOR SERVICE

THIS AGREEMENT for OLM, Inc. Services ("Agreement") is made and entered into this day of, 2022, by and between K-Bar Ranch II Community Development District ("Owner"), and OLM, Inc., ("OLM") hereinafter collectively referred to as the "Parties".						
WHEREAS Owner desires to avail itself of the services of OLM for those certain properties located in Tampa, FL and commonly known as "K-Bar Ranch II CDD."						
1. FEES.	. FEES. OLM will perform the Services as defined in Section 4 for the following fees:					
A. OLM Exterior Landscape Maintenance Bid Package:						
	 Develop Request for Proposal (RFP) Develop Landscape Maintenance Services and Specifications Develop Seasonal Color Specifications Conduct Bid Process Submit Bid Summary Package Submit Finalized Contract(s) for Execution 					
	Total Fees for A:					
	K-Bar Ranch CDD II \$8.	<u>500</u>				
These fee amounts quoted in Section 1 above are valid for one (1) year from the commencement of the term as defined in Section 3 below.						
2. SIGNATURES. The parties hereto signing this Agreement hereby represent that each is a duly authorized representative with the express authority to enter into this Agreement on behalf of their respective companies.						
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.						
OLM, INC.		OWNER				
Signature:		Signature:				
Print Name:	Thomas V. Medlock	Print Name:				
Title:	President	Title:				

Date Signed:

Date Signed:

- 4. SERVICES. OLM will perform the following professional services ("Services").
 - A. OLM Exterior Landscape Maintenance Bid Package:
 - Develop Request for Proposal (RFP)
 OLM will develop a customized RFP document that will be sent to qualified landscape maintenance contractors. The RFP will include specific bidder instructions regarding site

visits, pricing instructions, bid forms, proposal preparation and delivery. Also included will be the customized scope of work and the contract format.

2. Develop Landscape Maintenance Services and Specifications

OLM will tailor a detailed scope of work for the property(ies) including specifications for turf, shrub, tree and perennial maintenance, groundcover, mulch, natural areas, irrigation systems, etc.

3. Develop Seasonal Color Specifications

OLM will prepare seasonal color specifications, establishing yearly seasonal color operating budgets. Complete installation costs and maintenance costs of beds and plant material will be furnished in this contract.

4. Conduct Bid Process

OLM will coordinate and conduct an on-site prebid meeting to review the scope of work. This will include responding to all Contractor calls referencing interpretation and clarification of any aspects of the bid process.

5. Submit Bid Summary Package

OLM will receive proposals from all bidders and develop a Bid Summary spreadsheet that compares the pricing of all bidders. OLM will submit to the Owner the Bid Summary for the Owner's files, all pertinent information and pricing submitted by each bidder.

6. Submit Finalized Contract(s) for Execution

OLM will coordinate the bidding and contractor selection process. OLM will assist Owner in evaluating bids on the basis of bidder experience, technical knowledge, costs, etc. OLM will assist Owner in the contract negotiations. In the event the bids exceed the Owner's established budget, OLM will negotiate with the selected bidder and modify the contract and OLM Bid Package as necessary to reduce the contract price to an acceptable dollar amount.

B. Additional Services:

Additional Services may be performed by OLM upon mutual agreement between the Parties by written amendment to the Agreement.

5. BID PACKAGE NON-EXCLUSIVE LICENSE. Upon execution of this Agreement and receipt of payment for the Exterior Landscape Maintenance Bid Package services, OLM and Thomas V. Medlock, President, shall grant to Owner a non-exclusive license to use the copyrighted bid package materials for the properties identified on page one (1) of this Agreement.

6. FEES AND EXPENSES.

- A. Bid Package Fees and Expenses:
 - 1. All printing, postage, shipping and blueprinting costs necessary to perform the Services defined in Section 4 are included in the fees quoted in Section 1.
 - 2. All travel costs including airfare, car rental, lodging, meals, etc. necessary to perform the Services defined in Section 4 are included in the fees quoted in Section 1.
- 7. PAYMENT. OLM will invoice for the Exterior Landscape Maintenance Bid Package upon delivery of the Bid Summary Package described in Section 4.A.5 above.

Full payment by Owner shall be due within thirty (30) days of receipt of invoice from OLM.

OLM will invoice for any customer requests of services outside of the above stated services upon completion of such requests.

Invoices outstanding for sixty (60) days or more may result in the discontinuation of Services by OLM. Services will be resumed by OLM upon the receipt of payment in full for such outstanding invoices.

If full payment is not received within ninety (90) days, an interest charge of one and one-half percent (1-1/2%) per month (18% per annum) will be added to the invoice. All accrued interest charges shall be added to Owner's account and shall be due and payable in full in the same manner as set forth for invoices herein. Acceptance by OLM of less than full payment shall not be a waiver of any of its rights.

Owner agrees to pay all costs of collection, including fifteen percent (15%) of the principal and interest due as attorney's fees, if any past due amounts are collected by legal action or through an attorney-at-law.

Should this Agreement be terminated by either Party, OLM will discontinue the Services and will deliver all completed and/or uncompleted work-products "as-is" to Owner and OLM will invoice an amount based on the percentage of work completed for the Bid Package and Maintenance Inspections, including all unpaid reimbursable expenses.

- 8. PROPRIETARY INFORMATION. The Exterior Landscape Maintenance Bid Package materials, including specifications, designs and reports and all other related information as instruments of the Services shall remain the property of OLM, whether the project(s) for which they were made is executed or not, and shall not be reproduced in any form without the written consent of OLM.
- 9. REUSE AT OTHER PROJECTS PROHIBITED. Without the prior written consent of OLM, the Exterior Landscape Maintenance Bid Package materials, reuse by the District, its board members or staff of the specifications, designs and reports created by OLM at a different project is prohibited.
- 10. INSURANCE. During the life of this Agreement, OLM shall at all times carry on and maintain at OLM's sole expense, automobile liability insurance (including employer's non- Ownership liability) of not less than One Million Dollars (1,000,000) combined single limit for bodily injury and property damage and General Aggregate in the amount of Three Million Dollars (3,000,000).

OLM shall maintain all the foregoing insurance coverage in full force and effect until the Services under this Agreement are fully completed.

11. INDEMNIFICATION. Each Party hereby indemnifies and saves harmless (including court costs and reasonable attorney's fees) the other Party and its officers, employees and agents from all suits, actions or claims of any nature resulting from the indemnifying party's negligence or willful or reckless conduct. A Party shall be relieved of liability under this indemnification to the extent that such liability arises out of any claim or suit which is attributable to the act or failure to act of the other Party. Each Party indemnifies and saves harmless the other Party from all such costs and claims arising out of such Party's failure to perform any obligation assigned to it hereunder.

- 12. RELATIONSHIP BETWEEN THE PARTIES. Nothing herein shall be interpreted or construed so as to create any permanent relationship between the Parties. In performing the services under this Agreement, OLM shall operate as an independent contractor and shall not act as or be an agent or employee of Owner. OLM shall in no way have authority to bind or obligate Owner in any respect.
- 13. NOTICES. Notices shall be in writing, effective upon receipt, if mailed, emailed, or faxed to:

OLM: OLM, Inc.

975 Cobb Place Blvd., Suite 304

Kennesaw, GA 30144 Attn: Tommy Medlock Phone: 770-420-0900 Fax: 770-420-0904 tmedlock@olminc.com

OWNER: K-Bar Ranch II Community Development District

c/o Rizzetta & Company 9428 Camden Field Parkway Riverview, FL 33578

Attn: Taylor Nielsen, District Manager

Phone: 813-533-2950 Ext 9475

tnielsen@rizzetta.com

- 14. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- 15. MISCELLANEOUS. This Agreement, together with any Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all previous agreements, both oral and written.

The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

No subsequent agreement concerning this Agreement shall be effective unless made in writing and executed by authorized representatives of the Parties.



AGREEMENT FOR SERVICE

day of	, 2022, by and between	reement") is made and entered into this K-Bar Ranch II Community Development District ollectively referred to as the "Parties".					
	vner desires to avail itself of the serv nd commonly known as " K-Bar Ra	vices of OLM for those certain properties located nch II CDD."					
1. FEES.	. OLM will perform the Services as defined in Section 4 for the following fees:						
A.	Monthly Landscape Maintenance Inspection:						
	 Perform Grounds Inspection Complete Inspection Report Complete Inspection Grade Sheet 						
	Total Monthly Fees for A:						
	K-Bar Ranch CDD II	<u>\$1,000*</u>					
	*This fee is based on performing the inspection concurrently with other properties in the area.						
	ants quoted in Section 1 above are va in Section 3 below.	alid for one (1) year from the commencement of the					
	representative with the express auth	ng this Agreement hereby represent that each is a sority to enter into this Agreement on behalf of their					
IN WITNESS V written above.	WHEREOF, the Parties hereto have	executed this Agreement as of the day and year first					
OLM, INC.		OWNER					
Signature:		Signature:					
Print Name: Th	omas V. Medlock	Print Name:					
Title: Pre	esident	Title:					
Date Signed:		Date Signed:					
3. TERM and remain in for		nent shall commence on					

thirty (30) days written notice to the other Party

- 4. SERVICES. OLM will perform the following professional services ("Services").
 - A. Monthly Landscape Maintenance Inspection:
 - 1. Perform Grounds Inspection

OLM will schedule and coordinate the Monthly landscape maintenance inspections that are performed once a month. These inspections of the property will consist of a thorough visit of the exterior landscape areas by OLM, the Owner's representative and the landscape maintenance Contractor.

a. Develop Monthly Landscape Maintenance Inspection Program
OLM will develop the Monthly maintenance inspection program where OLM and
Owner will visit the property once per month with the Contractor. OLM will
evaluate the Landscape Maintenance Contractor's performance and implement
the *Performance Payment* ™ program.

2. Complete Inspection Report

After each Monthly landscape maintenance inspection, OLM will develop a detailed report to be provided to the Owner and Contractor. All items on the report are the responsibility of the Contractor to perform or correct prior to the next grounds inspection. OLM is not responsible for identifying and resolving safety issues of any type.

3. Complete Inspection Grade Sheet

OLM will grade the Contractor's Monthly Performance based on the timely and quality execution of the required maintenance activities. This sheet will inform the Contractor of his overall performance for that month and calculate what percentage of that month's *Performance Payment*TM the Owner is to pay the Contractor.

B. Additional Services:

Additional Services may be performed by OLM upon mutual agreement between the Parties by written amendment to the Agreement.

5. FEES AND EXPENSES.

- A. Monthly Landscape Inspection Fees and Expenses:
 - 1. All printing, postage, and shipping costs necessary to perform the Services defined in Section 4 are included in the fees quoted in Section 1.
 - 2. All travel costs including airfare, car rental, lodging, meals, etc. necessary to perform the Services defined in Section 4 are included in the fees quoted in Section 1.

Owner requested major revisions or additional work elements not defined herein shall be invoiced separately at the hourly rate of \$125.00 plus reimbursable expenses.

6. PAYMENT. OLM will invoice for the Monthly Landscape Maintenance Inspections, including reimbursable expenses, upon completion of each inspection.

Payment by Owner shall be due within thirty (30) days of receipt of invoice from OLM.

OLM will invoice for any customer requests of services outside of the above stated services upon completion of such requests.

Invoices outstanding for sixty (60) days or more may result in the discontinuation of Services by OLM. Services will be resumed by OLM upon the receipt of payment in full for such outstanding invoices.

If full payment is not received within ninety (90) days, an interest charge of one and one-half percent (1-1/2%) per month (18% per annum) will be added to the invoice. All accrued interest charges shall be added to Owner's account and shall be due and payable in full in the same manner as set forth for invoices herein. Acceptance by OLM of less than full payment shall not be a waiver of any of its rights.

Owner agrees to pay all costs of collection, including fifteen percent (15%) of the principal and interest due as attorney's fees, if any past due amounts are collected by legal action or through an attorney-at-law.

Should this Agreement be terminated by either Party, OLM will discontinue the Services and will deliver all completed and/or uncompleted work-products "as-is" to Owner and OLM will invoice an amount based on the percentage of work completed for the Maintenance Inspections, including all unpaid reimbursable expenses.

7. INSURANCE. During the life of this Agreement, OLM shall at all times carry on and maintain at OLM's sole expense, automobile liability insurance (including employer's non-Ownership liability) of not less than One Million Dollars (1,000,000) combined single limit for bodily injury and property damage and General Aggregate in the amount of Three Million Dollars (3,000,000).

OLM shall maintain all of the foregoing insurance coverage in full force and effect until the Services under this Agreement are fully completed.

- 8. INDEMNIFICATION. Each Party hereby indemnifies and saves harmless (including court costs and reasonable attorney's fees) the other Party and its officers, employees and agents from all suits, actions or claims of any nature resulting from the indemnifying party's negligence or willful or reckless conduct. A Party shall be relieved of liability under this indemnification to the extent that such liability arises out of any claim or suit which is attributable to the act or failure to act of the other Party. Each Party indemnifies and saves harmless the other Party from all such costs and claims arising out of such Party's failure to perform any obligation assigned to it hereunder.
- 9. RELATIONSHIP BETWEEN THE PARTIES. Nothing herein shall be interpreted or construed so as to create any permanent relationship between the Parties. In performing the services under this Agreement, OLM shall operate as an independent contractor and shall not act as or be an agent or employee of Owner. OLM shall in no way have authority to bind or obligate Owner in any respect.
- 10. SUBCONTRACTORS. OLM reserves the right to use a subcontractor(s) to perform any of the Services described in Section 4 above.
- 11. NOTICES. Notices shall be in writing, effective upon receipt, if mailed, emailed, or faxed to:

OLM: OLM, Inc.

975 Cobb Place Blvd., Suite 304

Kennesaw, GA 30144 Attn: Tommy Medlock Phone: 770-420-0900 Fax: 770-420-0904 tmedlock@olminc.com

OWNER: K-Bar Ranch II Community Development District

c/o Rizzetta & Company 9428 Camden Field Parkway

Riverview, FL 33578

Attn: Taylor Nielsen, District Manager Phone: 813-533-2950 Ext 9475

1 Hone: 613 333 2330 Ext

tnielsen@rizzetta.com

- 12. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- 13. MISCELLANEOUS. This Agreement, together with any Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all previous agreements, both oral and written.

The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

No subsequent agreement concerning this Agreement shall be effective unless made in writing and executed by authorized representatives of the Parties.