

K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 3434 COLWELL AVENUE · SUITE 200 · TAMPA, FLORIDA 33614

K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT

**BOARD OF SUPERVISORS
CONTINUED MEETING
OCTOBER 8, 2014**

**K-BAR RANCH
COMMUNITY DEVELOPMENT DISTRICT AGENDA
OCTOBER 8, 2014 at 1:00 p.m.**

Offices of M/I Homes located at 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida

| | | |
|--------------------------------------|---|--|
| District Board of Supervisors | Betty Valenti Chloe Firebaugh Mike Metropolis Ryan Shear Brady LeFere | Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary |
| District Manager | Joseph Roethke | Rizzetta & Company, Inc. |
| District Counsel | Tracy Robin | Straley & Robin |
| District Engineer | Tonja Stewart | Stantec |

All Cellular phones and pagers must be turned off while in the meeting room.

The District Agenda is comprised of five different sections:

The meeting will begin promptly at **1:00 p.m.** with the first section which is called **Audience Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. The fourth section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 933-5571 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

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

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

K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FL 33614

October 1, 2014

Board of Supervisors
K-Bar Ranch Community
Development District

AGENDA

Dear Board Members:

The **continued meeting** of the Board of Supervisors of the K-Bar Ranch Community Development District will be held on **Wednesday, October 8, 2014 at 1:00 p.m.** at the offices of M/I Homes located at 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida. The following is the agenda for the meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Janitorial Service ProposalsTab 1
 - B. Consideration of Landscape and Irrigation Maintenance Proposals (**under separate cover**)
 - C. Consideration of Development Acquisition AgreementTab 2
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 5. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,

Joseph Roethke

Joseph Roethke
District Manager

Tab 1

QUOTE

Amado's Solutions

DATE: Sept 4th 2014

To: K BAR RANCH
POOL/CABANA MAITENANCE
TAMPA,FLORIDA

| Salesperson | Job | Payment Terms | Due Date |
|-------------|---------------------|---------------|----------|
| AMADO | JANITORIAL SERVICES | MONTHLY | |

| Qty | Description | Unit Price | Line Total |
|------|---|------------|------------|
| 1.00 | POOL / CABANA RESTROOM MAINTENANCE FOLLOWING THE SCOPE OF WORK FROM CUSTOMER \$ 75.00 PER VISIT | | |
| | OR | | |
| 1.00 | POOL / CABANA RESTROOM MAINTENANCE FOLLOWING THE SCOPE OF WORK OF CUSTOMER AND AMADO'S SOLUTIONS WILL PROVIDE THE FOLLOWING.. ALL PAPER PRODUCTS FOR THE BATHROOMS SOAP FOR THE DISPENSERS IN THE BATHROOMS BATHROOMS DEODORIZERS BATH ROOMS DEODORIZERS ALL LIGHTS BULBS FOR THE CABANA AREA \$95.00 PER VISIT. | | |
| | <u>AMADOSOLUTIONS@GMAIL.COM</u> | | |
| | 813-486-0038 | | |
| | Thank you ! | | |

Subtotal
Sales Tax
Total

Make all checks payable to [Amado's Solutions]

Thank you for your business!

Amado Camilo 813-486-5591

BLANK

PROPOSAL

UNITED BUILDING MAINTENANCE, INC.

Wesley Chapel, FL 33544
Phone 813.843.3332

DATE: September 25, 2014

| DESCRIPTION | AMOUNT |
|--|-----------------------|
| Proposal for Cleaning/Janitorial Services at K-Bar Ranch, CDD (As per Scope of Work) | \$340.00 Per Month |
| TOTAL | \$340.00 |

Jeff Acres
5928 Rotella Drive
Wesley Chapel, FL 33545
813-907-3061
Ubmcleaninginc@aol.com

Career Profile

Results-oriented janitorial professional with over twenty years of experience as both a laborer and owner of a cleaning company (UBM Cleaning). Trusted professional working with alarm codes and keys to contract accounts and associated buildings.

Proven accomplishments in floor stripping and waxing, knowledgeable in the use of janitorial equipment including, but not limited to, scrub machines and carpet cleaning machines.

Highlights of Qualifications

| | |
|--|-----------------------------------|
| Competent and reliable | Flexible; adapts easily to change |
| Personable & professional | Trustworthy and hard-working |
| Assumes responsibility with little or no supervision | |

Work Experience

Albertson's Grocery Store, 8411 N. Dale Mabry, Tampa FL 33614 (813) 935-1153 **1988-1994**

Janitor: Daily responsibilities included dust mopping the floors, top scrubbing the floors, cleaning the bathroom, including the toilets, sinks, mirrors, mopping the bathrooms and buff shining the floor. Stripped and waxed the entire store flooring every six months. Operated machinery and exhibited expert knowledge of cleaning chemicals

Tampa Catholic High School, 4630 N. Rome Avenue, Tampa FL 33603 (813) 870-0860 **1994-1995**

Janitor: Daily responsibilities included cleaning, sweeping and mopping the classrooms, cleaning out desks, cleaning the blackboards, sweeping and mopping the gym, cleaning the bathrooms, sweeping, mopping and buffing the lunch room, cleaning the library, vacuuming the floors, trash removal, cleaning the glass doors. Once a week, buffed the gym. Each summer and spring, all floors were stripped and waxed

U.B.M. Cleaning, 5928 Rotella Drive, Wesley Chapel, FL 33545 **1996 - Present**

Owner: Started my own cleaning company and secured contracts for six (6) post offices within the Tampa area, a doctor's office and a few area restaurants. Responsibilities at each of these businesses included: trash removal, sweeping, dusting and wet mopping the floors on a daily basis, cleaning the glass and glass doors, cleaning and mopping the bathrooms, including the toilets, sinks and mirrors, dusting counters and carriers (USPS locations). Every three (3) months at both the doctor's office and restaurants (Ruby Tuesdays), stripped and waxed the floors. In addition, every six (6) months, the restaurant kitchen area was cleaned and scrubbed

Svc. Master Comm. Clean, 6304 Benjamin Rd., Ste. 504, Tampa, FL (813) 885-8840 **2008 - Present**

Janitor: Worked part-time cleaning office buildings where responsibilities included, trash removal, vacuuming, dusting, sweeping and mopping floors, dusting desks, cleaning and mopping bathrooms, including toilets, sink, and mirrors, cleaning glass doors

References

Furnished upon request

Tab 2

GENERAL FUNDING AND ACQUISITION AGREEMENT
(Recreational Amenity Enhancements)

This General Funding and Acquisition Agreement is dated as of the ____ day of _____, 2014, between **M/I Homes of Tampa, LLC**, a Florida limited liability company (“**M/I**”) and **Lennar Homes, LLC**, a Florida limited liability company (“**Lennar**,” and collectively with M/I, the “**Developers**”) and the **K-Bar Ranch Community Development District**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes (the “**District**”).

Recitals

WHEREAS, the District issued its “**Series 2011 Bonds**” to fund the District’s acquisition of certain recreational facilities (the “**Series 2011 Project**”) described in the Final Supplemental Report of District Engineer, dated July 13, 2011;

WHEREAS, the District levied its Series 2011 Assessments to secure payment of the Series 2011 Bonds, based on the full build-out assumption of 378 lots, collectively, referred to below as “**Phase I**”;

WHEREAS, market conditions materially improved subsequent to issuance of the Series 2011 Bonds;

WHEREAS, M/I and/or Lennar acquired certain remaining property located in the District, along with certain property located outside of and adjacent to the District, and at the Developer’s request, the District subsequently caused the boundaries of the District to be modified and expanded to include certain additional property;

WHEREAS, exclusive of Phase I, M/I owns and is developing or intends to develop certain land in the District for single family residential purposes, referred to as “**Parcel O-1**” (100 lots) and “**Parcel O-2**” (44 lots), legally described in **Exhibit “A”** attached hereto;

WHEREAS, exclusive of Phase I, Lennar owns and is developing or intends to develop certain land in the District for single family residential purposes, referred to as “**Parcel Q**” (121 lots), legally described in Exhibit “A” attached hereto (Parcel O-1, Parcel O-2, and Parcel Q are, collectively, referred to below as “**Phase II**”);

WHEREAS, 378 lots in Phase I, and 265 lots in Phase II now constitute all of the developable property and revised full build-out of the District;

WHEREAS, the Developers desire and intend that the owners of residential lots and homes in Phase II will have full access and use of the infrastructure improvements comprising the Series 2011 Project;

WHEREAS, the Phase II lots will receive a benefit from the capital infrastructure and facilities constituting the Series 2011 Project, substantially identical to the benefit received by the Phase I lots;

WHEREAS, the Series 2011 Assessments securing the Series 2011 Bonds cannot be amended and spread over the Phase II lots;

WHEREAS, the Phase II lots should pay a ratable share (the “**Phase II Share**”) of the benefit conferred on the Phase II lots by the Series 2011 Project for the use and enjoyment thereof;

WHEREAS, the District’s engineer has determined that the aggregate amount of the Phase II Share of the Series 2011 Project is \$265,000;

WHEREAS, M/I has agreed to fund a portion of the Phase II Share in the amount of \$144,000, and Lennar has agreed to fund a portion of the Phase II Share in the amount of \$121,000, for an aggregate amount of \$265,000;

WHEREAS, the District has determined that it is in the best interests of the present and future landowners in the District to construct and acquire additional capital infrastructure improvements, generally consisting of enhancements to the recreational amenity infrastructure (the “**Enhancements**”), as described in the Supplemental Engineer’s Report prepared by Wilson Miller, dated _____, 2014, a copy of which is attached hereto as **Exhibit “B”**;

WHEREAS, the Developers have agreed to fund construction and delivery of Enhancements having an aggregate value of not less than \$265,000, as full equivalent consideration and payment for the Phase II Share; and

WHEREAS, the District has determined that, upon completion, the Enhancements will constitute full, fair and equitable payment for the Phase II Share attributable to the Phase II lots.

Operative Provisions

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

2. Developer’s Share of Costs. M/I shall provide funding for and/or deliver completed improvements to the District for a portion of the Phase II Share of the Enhancements in the amount of \$144,000, and Lennar shall provide funding for and/or deliver completed improvements to the District for a portion of the Phase II Share of the Enhancements in the

amount of \$121,000, for an aggregate amount of \$265,000. Neither of the Developers shall be obligated to pay for any greater share or amount of the Enhancements than the amounts set forth in this section.

3. Funding for the Construction of the Enhancements. The Developers agree to advance to the District (or, at the direction of the District, to the contractor performing the work) such funds as are necessary to enable the District to proceed with the design, engineering, and construction of the Enhancements. The Developers will deposit such funds with the District in advance or make such funds available to the District upon fifteen (15) days after receipt of a written request from the District. As determined by the District, the funds shall be paid directly to the contractor performing the work or placed in the District's depository.

4. Conveyance of the Improvements. From time to time or upon completion of any part of the Enhancements by the Developers, as legally appropriate to effect a transfer to the District or, if required, the City of Tampa as designee of the District, and pursuant to applicable laws and regulations, the Developers shall convey ownership thereof by absolute Bill of Sale or other appropriate instrument of conveyance, free and clear of all liens and encumbrances. The Developers shall, at their expense, furnish the District with evidence of payment for the materials, lien waivers and releases, as appropriate, from the contractors and sub-contractors performing the work. All instruments of conveyance or assignment shall be in a form reasonably acceptable to the District and the Developers, and shall be executed and delivered to the District from time to time, as appropriate. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the parties may jointly agree upon.

5. Plan and Specifications. The Developers shall provide the District with copies of all plans, specifications and proposals for the Enhancements. .

6. Phase II Share. Upon completion of construction of the Enhancements and/or conveyance of any portion thereof previously constructed by the Developers, the District Engineer shall certify that the value of the Enhancements is not less than \$265,000, which value shall be determined by the actual cost of the Enhancements or the fair market value thereof, whichever is less. Upon such certification of value by the District Engineer, the Phase II Share shall be fully paid for all Phase II lots.

7. Completed Improvements. Any completed improvements comprising a part of the Enhancements (“**Completed Improvements**”) conveyed by the Developers shall be completed in accordance with governmental requirements, permits and approvals, and Developers shall be responsible for payment of all costs, permits, fees, material, labor and other expenses required or necessary for delivery of such improvements.

8. Warranty. The Developers shall assign to the District all or any remaining portion of the contractor's standard warranty against defects in materials, equipment, or construction relating to the Completed Improvements.

9. Attorneys' Fees. In the event of any action or proceeding between the Developers and the District to enforce any provision of this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees, costs, and expenses incurred in such action or proceeding and in any appeal by such prevailing party.

10. Applicable Law. This Agreement is made and shall be construed under the laws of the State of Florida with venue in Hillsborough County, Florida.

11. Survival. The terms and conditions hereof shall survive the closing of the transactions contemplated hereby.

12. Agreement. This Agreement shall constitute the final and complete expression of the parties, and in the event of a dispute, the parties agree that the terms and conditions set forth herein shall not be construed in favor of or against either party. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

13. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

14. Counterparts. This Agreement may be executed in multiple counterparts.

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

Lennar Homes, LLC,
a Florida limited liability company

M/I Homes of Tampa, LLC,
a Florida limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest:

**K-Bar Ranch Community Development
District**

Name: _____
Secretary/Assistant Secretary

By: _____
Betty Valenti
Chair of the Board of Supervisors