

MINUTES OF MEETING

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

**K-BAR RANCH
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the K-Bar Ranch Community Development District was held on **Wednesday, May 17, 2017 at 6:00 p.m.** at the New Tampa Regional Library, located at 10001 Cross Creek Blvd., Tampa, FL 33647.

Present and constituting a quorum were:

John Bowersox	Board Supervisor, Chairman
Betty Valenti	Board Supervisor, Vice Chairman
Vicki Shuster	Board Supervisor, Assistant Secretary
Frank Morales	Board Supervisor, Assistant Secretary
Rebecca Towner	Board Supervisor, Assistant Secretary

Also present were:

Angel Montagna	District Manager, Rizzetta & Co., Inc.
Tracy Robin	District Counsel, Straley & Robin
Tonja Stewart	District Engineer, Stantec
Virgil Stoltz	Blue Water Aquatics, Inc.

Audience

FIRST ORDER OF BUSINESS

Call to Order

Ms. Montagna called the meeting to order and conducted roll call.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience comments.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Meeting held on
March 15, 2017**

On a Motion by Mr. Bowersox, seconded by Ms. Shuster, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' Meeting held on March 15, 2017 as presented for K-Bar Ranch Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Special Meeting held on April 4, 2017

On a Motion by Ms. Shuster, seconded by Mr. Bowersox, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' Special Meeting held on April 4, 2017 as presented for K-Bar Ranch Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Special Meeting held on May 1, 2017

On a Motion by Mr. Bowersox, seconded by Ms. Towner, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' Special Meeting held on May 1, 2017 as presented for K-Bar Ranch Community Development District.

SIXTH ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for February and March 2017

On a Motion by Ms. Valenti, seconded by Mr. Bowersox, with all in favor, the Board of Supervisors ratified the Operation & Maintenance Expenditures for February (\$45,857.11) and March 2017 (\$59,812.58) as presented for K-Bar Ranch Community Development District.

SEVENTH ORDER OF BUSINESS

Presentation of Field Inspection Report

Ms. Montagna presented the Field Inspection Report dated April 18, 2017 for the Board. The Board does not want the old monument to be demolished until they approve the landscape. The Board requested that Mr. Brown obtain proposals from Cornerstone and LMP.

EIGHTH ORDER OF BUSINESS

Discussion Regarding Signage Needed

A discussion ensued regarding signage for Heron Preserve, Laurel Vista for a total of 17 black and gold signs at a cost of \$230 each.

On a Motion by Ms. Valenti, seconded by Mr. Bowersox, with all in favor, the Board of Supervisors approved the purchase of 17 signs (not-to-exceed \$230.00 each) after verification in Laurel Vista for K-Bar Ranch Community Development District.

NINTH ORDER OF BUSINESS

Discussion Regarding District Amenity Policies & Rates

A discussion ensued regarding the District's Amenity Policies & Rates. The Board requested various changes to the policies.

Ms. Montagna stated that she will make the changes and bring back to the Board at their next meeting. This item was tabled until June meeting.

TENTH ORDER OF BUSINESS

**Discussion Regarding Placing Polices for
the Board**

A discussion ensued regarding Board member interaction with vendors.

On a Motion by Ms. Valenti, seconded by Mr. Bowersox, with four in favor and one opposed (Frank Morales), the Board of Supervisors approved Tyree Brown, Field Service Manager being the point of contact for all of the District's vendors for K-Bar Ranch Community Development District.

The Board requested that three proposals be obtained for all services when possible.

ELEVENTH ORDER OF BUSINESS

**Discussion Regarding Employee for the
District**

Discussion ensued regarding vandalism, trash, and drug usage in the District. The Board discussed raising the management contract to \$45,000, scope of work, and an employee on site 29 hours a week, Securiteam or Envera security. The Board would like a revised management contract for a 29 hour onsite employee for review at their next meeting.

TWELFTH ORDER OF BUSINESS

Discussion Regarding Ponds

Ms. Stewart discussed the wetlands, invasive species, buffers, and education on these items. Ms. Montagna presented an addendum to the aquatic maintenance contract. Attached as (Exhibit "A").

On a Motion by Mr. Morales, seconded by Ms. Shuster, with all in favor, the Board of Supervisors approved the addendum to Blue Water Aquatics' Contract (\$24,660.00/year) for K-Bar Ranch Community Development District.

THIRTEENTH ORDER OF BUSINESS

Discussion Regarding Water Restrictions

Ms. Montagna presented the letter form LMP regarding the landscape drought stress and the water restrictions. Discussion ensued regarding the District's irrigation options.

On a Motion by Ms. Valenti, seconded by Mr. Morales, with all in favor, the Board of Supervisors approved options #2 and #5 with approval from Tyree Brown, Field Services Manager for K-Bar Ranch Community Development District.

FOURTEENTH ORDER OF BUSINESS

Consideration of Arbitrage Engagement Letter

Ms. Montagna presented the engagement letter form LLS tax Solutions for Arbitrage Services.

On a Motion by Ms. Valenti, seconded by Ms. Shuster, with all in favor, the Board of Supervisors approved LLS Tax Solutions' Engagement Letter for Arbitrage Services for K-Bar Ranch Community Development District.

FIFTEENTH ORDER OF BUSINESS

Presentation of Fiscal Year 2017/2018 Proposed Budget

Ms. Montagna presented the fiscal year 2017/2018 proposed budget. She reviewed the line items of the budget with the Board. A discussion ensued regarding sidewalk repairs, pruning of street trees and agenda books.

SIXTEENTH ORDER OF BUSINESS

Consideration of Resolution 2017-06, Approving Fiscal Year 2017/2018 Proposed Budget and Setting the Public Hearing on the Final Budget

Ms. Montagna presented Resolution 2017-06, Approving Fiscal Year 2017/2018 Proposed Budget and Setting the Public on the Final Budget.

On a Motion by Ms. Valenti, seconded by Mr. Bowersox, with all in favor, the Board of Supervisors approved Resolution 2017-06, Approving Fiscal Year 2017/2018 Proposed Budget and Setting the Public Hearing on the Final Budget (August 16, 2017 at 6:00 p.m. at the New Tampa Regional Library, 10001 Cross Creek Blvd., Tampa, FL 33647) for K-Bar Ranch Community Development District.

SEVENTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel
No report.

B. District Engineer
No report.

C. District Manager

Ms. Montagna stated that the next Board of Supervisors' regular meeting will be held on Wednesday, June 21, 2017 at 6:00 p.m., at the New Tampa Regional Library. She stated that the Board would be adopting their fiscal year 2017/2018 final budget at their meeting on August 16, 2017 at 6:00 p.m.

Ms. Montagna announced that there were 961 registered voters in the District as of April 15, 2017.

EIGHTEENTH ORDER OF BUSINESS

Supervisor Requests


There were no Supervisor requests.

NINETEENTH ORDER OF BUSINESS

Adjournment

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

On a Motion by Ms. Towner, seconded by Mr. Morales, with all in favor, the Board of Supervisors adjourned the meeting at 8:59 p.m. for K-Bar Ranch Community Development District.


Secretary / Assistant Secretary


Chairman / Vice Chairman

Exhibit A

Aquatic Management Agreement

This Agreement, dated May 17, 2017, is made between **Blue Water Aquatics, Inc.** (hereinafter "Blue Water Aquatics") located in New Port Richey, FL and **K-Bar Ranch CDD** (hereinafter the "Customer"), C/O Rizzetta & Company, Inc., 12750 Citrus Park Lane Suite 115, Tampa, FL 33625.

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

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

30 Waterways (currently under contract)	41,095 Linear Feet	48.88 Surface Acres
4 Additional Waterways (added to existing contract)	6,400 Linear Feet	6.11 Surface Acres
Added Cost per Month for Additional Ponds =		\$280.00 Month

34 Total Waterways	47,495 Linear Feet	54.99 Surface Acres
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Contract Term: The term of this Agreement shall be for twelve (12) consecutive months unless sooner terminated as provided herein.

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

⇒ Monthly Water Way Maintenance of Ponds & Littoral Shelves	\$2,055.00/month
⇒ Invasive Non Native Plant Control	Included
⇒ Border Grass and Brush Control	Included
⇒ Algae and Submersed Aquatic Weed Control	Included
⇒ Blue Dye Treatments (where needed)	Included
⇒ Trash/Debris removal*	Included*
⇒ Water Testing (See Addenda)	Included
⇒ Bacteria Monitoring (See Addenda)	Included
⇒ Aquatics Consulting/Permit applications	Included
⇒ Optional Services (See Addenda)	Included
⇒ Monthly Management Reporting	Included

TOTAL YEARLY COST	\$24,660.00/year
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Twelve (12) Inspections per Year, with treatments performed as necessary. Follow-up treatments & Complaint call backs performed at no additional cost.

** Trash and Debris removal will consist of trash along pond shorelines and within reach of shorelines.*

Customer is aware that weather conditions such as, but not limited to, rain, cloud cover and wind may cause a delay in service. In which case, Blue Water Aquatics may not service property on a normally scheduled day. It is understood that depending on the length and severity of weather conditions, it may take Blue Water Aquatics varying amounts of time to fulfill all work covered

Blue Water Aquatics

Aquatic & Environmental Services

under this Agreement. Blue Water Aquatics will exercise its best judgment for the services needed, based upon growth and existing conditions at that time.

Payment of Services: Customer agrees to pay Blue Water Aquatics within thirty (30) days of invoice for work performed. Any account over thirty (30) days past due is subject to suspension of future work under this Agreement. The Customer is responsible for all money owed on the account from the time it was established to the time Blue Water Aquatics receives a written notice of termination of services under the terms of this Agreement. If the account of Customer is not fully paid within sixty (60) days after the date of any invoice for work performed pursuant to this Agreement, Customer will be charged interest at the rate of one and one-half percent (1 1/2) per month until the account is fully paid.

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

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

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

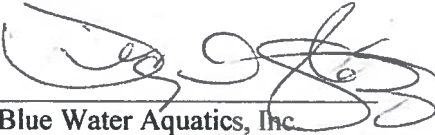
Automatic Renewal: This agreement shall automatically renew for a term equal to its original term, unless written notice of termination has been received. Any increases in contract amount shall be agreed to in writing by both parties and services shall be continuous without interruption.

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

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

- a. Water testing and bacteria monitoring shall be conducted at the sole discretion of Blue Water Aquatics, Inc., for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Work as requested by Customer such as Fish Barriers fabrication + installation, all fish stocking, Native Plant installation, Midge and Mosquito Larvae Control, Fountains & Aerators, water Clarification/Silt Control and Turbidity Control and other services not detailed in these specifications may be performed by our staff upon agreement of costs with Customer and will be invoiced separately from our Monthly Aquatic/Algae Control Program.

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


Blue Water Aquatics, Inc.

5-17-2017
Date


Customer

5/17/17
Date

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

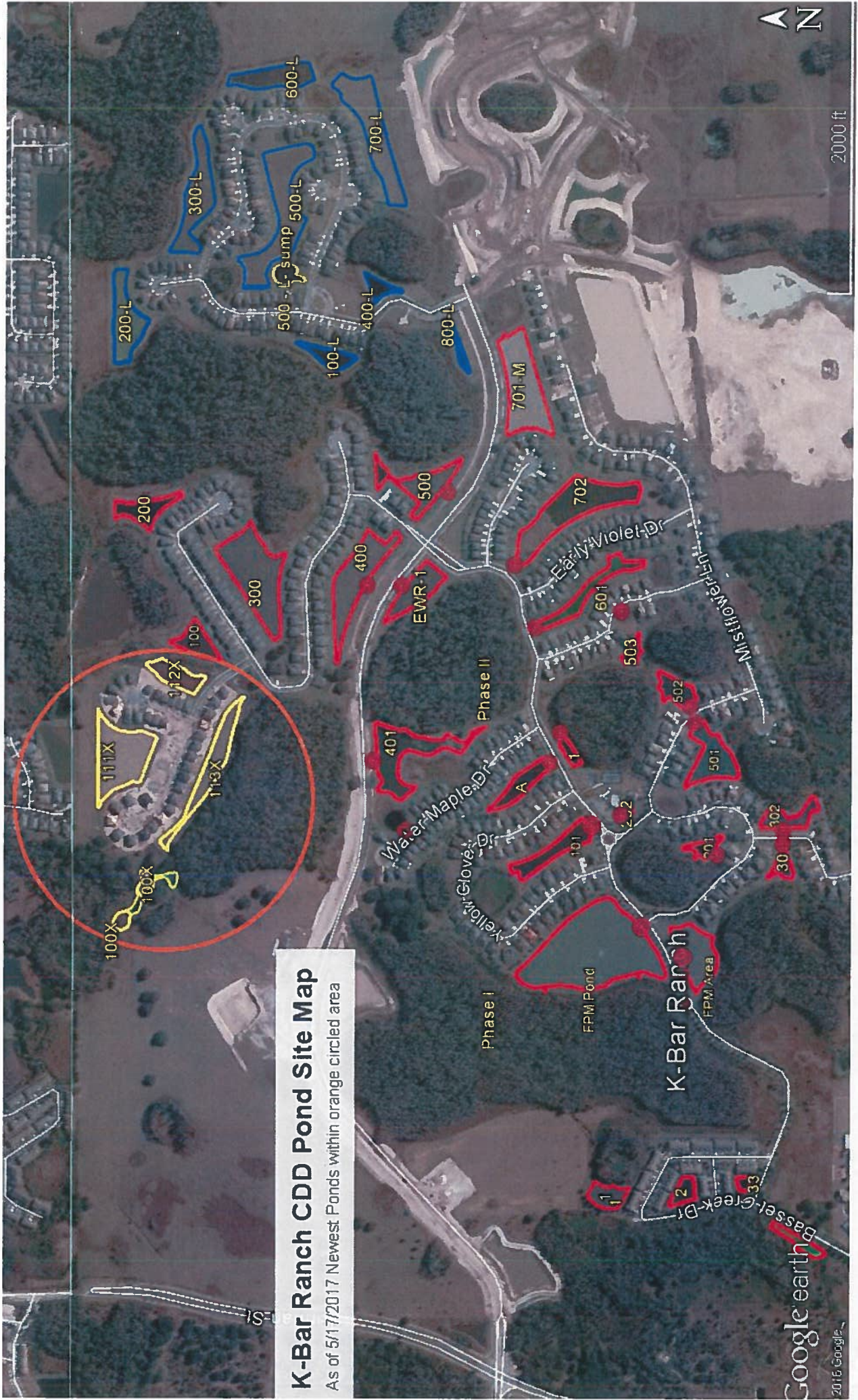
<u>Site #</u>	<u>Linear Footage (LF)</u>	<u>Total Acres @ NHWL</u>	<u>Sump Acres</u>	<u>Littoral Shelf Acres</u>
1	500	0.27	0.27	NA
2	1,090	0.91	0.91	NA
3	2,405	2.33	1.67	0.66
4	560	0.22	0.22	NA
5	1,820	1.22	NA	1.22
6	2,130	3.40	2.34	1.06
WPMP	2,470	7.51	7.51	NA
WPMA	1,160	1.69	1.60	NA
EWR-1	1,155	1.29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

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

<u>Site #</u>	<u>Linear Footage (LF)</u>	<u>Total Acres @ NHWL</u>	<u>Sump Acres</u>	<u>Littoral Shelf Acres</u>
200L	1,445	1.70	1.70	NA
300L	1,975	2.15	2.15	NA
400L	670	0.33	0.33	NA
500L	2,635	3.52	3.52	NA
600L	1,250	1.40	1.40	NA
700L	2,125	2.87	2.87	NA
701M	1,985	2.93	2.93	NA
800L	800	0.26	0.26	NA

Addendum Added Ponds 5/17/2017

100X	1,450	0.72	0.44	0.28
111X	1,725	2.82	2.82	NA
112X	940	0.88	0.88	NA
113X	2,285	1.68	1.68	NA
TOTAL	47,495	54.99	54.71	4.00



K-Bar Ranch CDD Pond Site Map

As of 5/17/2017 Newest Ponds within orange circled area