

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

Advanced Meeting Package

***Board of Supervisors
Regular Meeting***

***Wednesday
March 20, 2013***

1:00 p.m.

At the Offices of:

***M/I Homes
4343 Anchor Plaza Parkway
Suite 200
Tampa, Florida***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

K-Bar Ranch Community Development District

Development Planning and Financing Group
15310 Amberly Drive, Suite 175, Tampa, Florida 33647
Phone: 813-374-9105
Fax: 813-374-9106

March 13, 2013

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

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the K-Bar Ranch CDD is scheduled for **Wednesday, March 20, 2013 at 1:00 p.m.** at the offices of M/I Homes, 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida. *The advanced copy of the agenda for each meeting is attached.*

Enclosed for your review in the Advance Board Package is:

- Minutes of February 20, 2013 Meeting;
- February Financial Statements;
- Advanced Entergy Solution Monument Lighting Proposal;
- Valley Crest Landscaping Proposal;
- Austin Outdoor Seasonal Planting Proposal; and
- Proposed Pool and Facilities Policy.

The balance of the agenda is routine in nature and staff will present their reports at the meeting. Any additional support material will be forwarded to you under separate cover or distributed at the meeting. If you have any questions, please contact me.

Sincerely,

John Daugirda/jmr

John Daugirda
District Manager

JD:jmr
Enclosures

District: K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT
Date of Meeting: **Wednesday, March 20, 2013**
Time: 1:00 p.m.
Location: M/I Homes
4343 Anchor Plaza Parkway, Suite 200
Tampa, Florida

***Regular Business Meeting
Agenda***

1. Roll Call
2. Administration Items
 - A. Approval of Minutes of February 20, 2013 Meeting
 - B. Financial Statements as of February 2013
3. Business Matters
 - A. Construction and Property Update
 - B. Update: Petition Expansion/Modification of District Boundaries
 - C. Advanced Energy Solution Monument Lighting Proposal
 - D. Valley Crest Landscaping Proposal
 - E. Austin Outdoor Seasonal Planting Proposal
 - F. Proposed Pool and Facilities Policy
 - G. Additional Matters
5. Staff Reports
 - A. Manager
 - B. Engineer
 - C. Attorney
6. Audience Comments
7. Supervisors Requests
8. Adjournment

SECTION TWO

Item A

1 from Keenan to Morris Bridge Road. The one thing about the cul-de-sac for Water
2 Maple is that section of the road is not a part of the construction. It is going to take some
3 time for Pasco County to complete their regional transportation study and for the
4 developer to figure out what roadway networks are actually necessary. The portion of the
5 east-west road that is currently being permitted and will be constructed soon connect two
6 parcels of land that are being developed this year and they are Parcels O & Q. M/I
7 Homes is developing Parcel O and Lennar is developing Parcel Q. The CDD owns most
8 of the land and we have one resident who owns affected land. What you are seeing now
9 is water main construction by M/I Homes and when they are done Lennar will come in
10 and do Parcel Q. The roadway way is 120' wide designed for four lanes, but will most
11 likely never be more than two.

12 A resident stated I paid a premium dollar for my lot to be close to the
13 conservation area. If you buy a lot that is to be conservation, you do not expect a road on
14 it.

15 Mr. Daugirda stated the District is responsible for the amenity center landscaping
16 and storm water ponds. We are not constructing the road or putting in the water main.
17 You could go back to the party that made those representations to you.

18 Ms. Stewart stated this project was planned years ago and most likely cannot be
19 changed.

20 Ms. Firebaugh stated we will take this back to our office and you can call us and
21 ask to speak to someone in land development.

22 Mr. Vericker stated the CDD is not responsible for the roadway being built, that is
23 under the developer.

24 Mr. Metropolis stated I tried to meet with most residents last Saturday and bring a
25 list back to the Board to see if it was a Board issue or a situation that could be changed. I
26 am always available to any resident and I can bring those items to the Board.

27 Mr. Vericker stated we can give you all the public records you want, but we
28 cannot give you legal advice.

29 Mr. Metropolis stated I had the same issues as you do with the previous developer
30 and I am positive that the new developer will make things better.

1 Mr. Daugirda stated I believe Mr. Metropolis handed out his business card so you
2 can contact him.

3 Mr. Metropolis stated I think we should have a public meeting with the developer,
4 as we have done in the past, so the new residents have a complete understanding of what
5 the CDD is responsible for and the HOA's responsibilities.

6 Ms. Firebaugh provided the phone number of the VP of land development at M/I
7 Homes, Scott Griffith. We just had the closing on December 30, 2012, and I know they
8 are working on what to do after Parcels O & Q, but I do not believe they have a plan at
9 this time.

10 Mr., Metropolis asked are the new development parcels being gated.

11 Ms. Valenti responded Parcel O will be gated and Parcel Q will not be gated.

12 A discussion was held regarding the options of gates, and its requirements.

13

14 **SECOND ORDER OF BUSINESS – Administration Items**

15 **A. Approval of Minutes January 16, 2013 Meeting**

16 Mr. Daugirda stated each Board member received a copy of the minutes of the
17 January 16, 2013 meeting, and requested any additions, corrections or deletions.

18 Corrections to minutes are Page 1, line 6, we met at 10:00 a.m. not 6:00 p.m.;
19 Page 1, the new supervisors we not part of the quorum at the beginning of the meeting;
20 Pages 2 and 3, the record should read the supervisors were appointed to be consistent;
21 Page 4, line 21 should include that Mr. Metropolis waived compensation; Page 7, line 16
22 and 20 should be silt; Page 7, line 23 should be Ms. Firebaugh; and Page 7 line 28 should
23 be areas.

24 Mr. Daugirda requested a motion to approve the minutes as amended.

25

26 On MOTION by Mr. Metropolis, SECONDED by Ms. Firebaugh, WITH ALL IN
27 FAVOR, the Board approved the minutes of the January 16, 2013 meeting, as amended.

28

29 **B. Financial Statements as of January 2013**

30 Mr. Daugirda reviewed the financial statement and stated the actual assessment
31 collection \$169,000 and we have collected 100% of the on-roll assessments. Under
32 expenditures we have spent \$102,000 and the pro-rated year to date is \$119,000.

1 Mr. Metropolis asked under the utility where TECO gave a reimbursement why
2 was it put in the general fund and construction fund? Also, why is the cleaning item in
3 the budget twice?

4 Mr. Daugirda stated I will check with Rick Woodville, the accountant, on the
5 TECO placement, and the cleaning item is probably a duplicate entry that was in the
6 adopted budget. We can clean it up when we do the budget amendment. A motion to
7 accept is in order.

8

9 On MOTION by Ms. Valenti, SECONDED by Ms. Firebaugh, WITH ALL IN FAVOR,
10 the Board accepted the January 2013 financial statement.

11

12 **THIRD ORDER OF BUSINESS - Business Matters**

13 **A. Construction and Property Update**

14 There being no report, the next item followed.

15

16 **B. Update: Petition and Property Update**

17 Ms. Stewart reported that the petition is under review.

18

19 **C. Additional Matters**

20 There not being any, the next item followed.

21

22 **FOURTH ORDER OF BUSINESS – Staff Reports**

23 **A. Manager**

24 **A.1. Management Update**

25 Mr. Daugirda presented his management report. [A copy of which is attached
26 hereto and made a part of the public record.]

27 Ms. Firebaugh requested that a report from the Engineer and District Manger be
28 given at the next meeting showing what projects need to be done.

29 Ms. Firebaugh asked has a notice gone out to the builders regarding the trash left
30 behind and in the ponds?

31 Ms. Stewart responded we cleaned out the concrete area. The builders need to
32 follow best management practices in waste disposal.

33 Mr. Metropolis asked Ms. Valenti, have you prepared the contract book you
34 spoke about at the last meeting?

1 Ms. Valenti responded in the office move I lost the CD with the contracts on it
2 and I now have a new CD and will get the books together for the next meeting.

3

4 **A.2. Revised Meeting Schedule**

5 Mr. Daugirda stated in your packet there is the revised meeting schedule. It will
6 be held at M/I Homes at 1:00 p.m. at Anchor Plaza, Suite 200.

7

8 **B. Attorney**

9 There being no report, the next item followed.

10

11 **C. Engineer**

12 Ms. Stewart stated we do have information in regards to Parcel O construction
13 work that M/I Homes is doing. One of the issues that we have is the fact that the road
14 associated with the water main construction crosses wetlands and in order to get
15 permitting to cross that area we have to get authorization from the Army Corps of
16 Engineers. That permit is not very timely, so they are asking that they be able to use
17 Wild Tamarind Drive which includes the round-a-about for delivery of construction
18 materials. I have spoken to M/I Homes, RIPA and the City of Tampa because it is really
19 a City of Tampa road. We cannot allow dump trucks to be on the road as it is not
20 designed to handle trucks. RIPA has committed to repairing the round-a-bout upon
21 issuance of the Army Corps' permit. I recommend we let them use it since they are
22 committing to repair it. Once the permit is issued we will need to make sure that all
23 construction is to use the access road by the water main, and then we will come in and re-
24 do the round-a-about.

25 Mr. Daugirda stated with RIPA making the repairs it may be possible to get some
26 of the new design cost covered by them.

27 Ms. Firebaugh stated as we have 30 to 60 days before that permit, it will give us
28 enough time as the Board to figure out as to what we want it to be. We might want to do a
29 fountain or a statue.

30 Ms. Valenti stated I would like to see something different than just plants to make
31 it stand out.

1 Ms. Firebaugh suggested contacting a couple of different landscaping companies
2 and have them come up with a design and a pricing. The Board can see what we like best
3 and what will last the longest.

4 Ms. Valenti asked does Stantec have a landscape architect on staff?

5 Ms. Stewart responded yes. I will have them put together a proposal.

6 Ms. Firebaugh asked Mr. Daugirda, can you get a quote on installing electric at
7 the entry features?

8 Mr. Daugirda responded will do.

9 Ms. Stewart stated Mr. Daugirda and I are working on the property ownership of
10 the clubhouse with the property appraiser.

11 Mr. Metropolis asked is there a report on the club house?

12 Ms. Stewart responded I told the contractor to get the cards and the lock will be
13 removed.

14 Ms. Firebaugh asked is there a plan in place to get the cards to the existing
15 residents?

16 Mr. Daugirda responded we will set up a table on a Saturday at the pool and put
17 out an e-mail blast to let everyone know the date and time to pick up the cards. Those
18 who do not make it that day can call Carolyn at my office and she will make the
19 arrangement for them to pick up the card.

20 Ms. Stewart stated we ordered 100.

21 Mr. Metropolis stated we have 378 units that will need cards. It may be cheaper to
22 buy a card machine and program the cards themselves as it may cost less.

23 Mr. Van Rooyen stated we have the card machine.

24 Mr. Daugirda stated if it is cost effective we can get them through the HOA.

25 Mr. Van Rooyen stated we would be happy to help. We normally get the first
26 request for the keys. Is there a membership schedule?

27 Mr. Metropolis responded not right now, no. Last year we discussed a possible
28 daily rate, monthly rate, and a yearly.

29 Mr. Daugirda stated for administrative purposes, it normally is annual fee similar
30 to and comparable to what residents pay for their operations and maintenance
31 assessments. We will do up the formal rules and policies.

1 Mr. Metropolis asked has there been any more complains about people going in
2 the back?

3 Mr. Van Rooyen stated there is a lot of graffiti.
4

5 **FIFTH ORDER OF BUSINESS – Supervisor Comments**

6 There not being any, the next item followed.
7

8 **SIXTH ORDER OF BUSINESS – Adjournment**

9 There being no further business,
10

11 On MOTION by Ms. Valenti, SECONDED by Mr. Fulghum, WITH ALL IN FAVOR,
12 the meeting was adjourned.
13

14 **These minutes were prepared in summary format.*

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

19
20 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a**
21 **publicly noticed meeting held on _____.**
22

23
24
25 _____
26 **Signature**

25 _____
26 **Signature**

27
28 _____
29 **Printed Name**

27
28 _____
29 **Printed Name**

30 **Title:**
31 **Secretary**
32 **Assistant Secretary**
33

30 **Title:**
31 **Chairperson**
32 **Vice Chairperson**

SECTION TWO

Item B

**K-BAR RANCH
COMMUNITY DEVELOPMENT DISTRICT**

UNAUDITED FINANCIAL STATEMENTS

AS OF

FEBRUARY 28, 2013

PREPARED: 3-12-2013

TABLE OF CONTENTS

- I. Financial Statements

- II. Bank Reconciliation

- III. Check Register

- IV. Construction Schedule and Requisitions

**K-BAR RANCH CDD
BALANCE SHEET
FEBRUARY 28, 2013**

<u>GENERAL FUND</u>	<u>SERIES 2006 DEBT SERVICE FUND 201</u>	<u>SERIES 2011 DEBT SERVICE FUND 202</u>	<u>SERIES 2006 CONSTRUCTION FUND 301</u>	<u>SERIES 2011 CONSTRUCTION FUND 302</u>
<u>ASSETS:</u>				
CASH	\$ 146,359	\$ -	\$ -	\$ 2,845
INVESTMENTS				
REVENUE FUND	-	357,557	52,421	-
PREPAYMENT FUND	-	1,252	-	-
RESERVE FUND	-	352,616	14,813	-
CONSTRUCTION FUND	-	-	7,282	4,782
ACCOUNTS RECEIVABLE	-	-	-	-
DUE FROM OTHER FUNDS	-	0	421	-
UTILITY DEPOSIT (TECO)	8,960	-	2,230	-
TOTAL ASSETS	<u>\$ 155,319</u>	<u>\$ 711,426</u>	<u>\$ 67,654</u>	<u>\$ 12,356</u>
<u>LIABILITIES:</u>				
ACCTS PAYABLE/ACCRUED EXPENSES	\$ 4,217	\$ -	\$ -	\$ -
DUE TO OTHER FUNDS	421	-	-	-
<u>FUND BALANCE:</u>				
NONSPENDABLE:				
PREPAID AND DEPOSITS	8,960	-	2,230	-
RESTRICTED FOR:				
DEBT SERVICE	-	711,426	67,654	-
CAPITAL PROJECTS	-	-	10,126	4,782
ASSIGNED:	-	-	-	-
UNASSIGNED:	141,721	-	-	-
TOTAL LIABILITIES & FUND BALANCE	<u>\$ 155,319</u>	<u>\$ 711,426</u>	<u>\$ 67,654</u>	<u>\$ 12,356</u>

The financial footnotes are intended to provide additional information with respect to the status of the District. This is in no way intended to represent a complete list of the notes that would be required to be presented in accordance with generally accepted accounting principals. See the year-end District audit for additional information.

K-BAR RANCH CDD
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE PERIOD ENDING FEBRUARY 28, 2013

	FY 2013 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUES				
ASSESSMENT ON-ROLL (Gross)	\$ 264,231	\$ 194,474	\$ 181,670 (a)	\$ (12,804)
ASSESSMENT OFF-ROLL-DEVELOPER (Net) KBR LLC	85,212	85,212	70,851	(14,362)
ASSESSMENTS OFF ROLL- MI HOMES	-	-	4,787	4,787
ASSESSMENTS - OTHER	3,704	-	-	-
INTEREST	-	-	82	82
ASSESSMENT - DISCOUNTS	(10,569)	-	-	-
TOTAL REVENUES	342,578	279,686	257,390	(22,296)
EXPENDITURES				
ADMINISTRATIVE:				
GENERAL ADMINISTRATIVE:				
MANAGEMENT CONSULTING SERVICES	30,000	12,500	12,500	-
GENERAL ADMINISTRATIVE	4,800	2,000	2,000	-
MISCELLANEOUS (Faxes, postage & banking fees)	750	313	61	252
AUDITING	8,000	-	-	-
REGULATORY AND PERMIT FEES	175	175	175	-
LEGAL ADVERTISEMENTS	2,000	833	170	663
ENGINEERING SERVICES - GENERAL	10,000	4,167	3,574 (b)	593
LEGAL SERVICES - GENERAL	14,000	5,833	1,346 (c)	4,487
COUNTY-PROPERTY TAXES	183	-	-	-
COUNTY - ASSESSMENT COLLECTION FEES	14,274	-	-	-
MISCELLANEOUS FEES	500	208	-	208
TOTAL GENERAL ADMINISTRATIVE	84,682	26,029	19,825	6,204
INSURANCE				
INSURANCE (Liability, Public Off, Property & Casualty)	8,284	8,284	15,061 (d)	(6,777)
TOTAL INSURANCE	8,284	8,284	15,061	(6,777)
DEBT SERVICE ADMINISTRATION:				
DISSEMINATION SERVICES	2,600	2,600	2,600	-
TRUSTEE FEES	3,500	3,500	5,283 (e)	(1,783)
ARBITRAGE	1,575	-	-	-
TRUST FUND ACCOUNTING	-	-	-	-
TOTAL DEBT SERVICE ADMINISTRATION	7,675	6,100	7,883	(1,783)
TOTAL ADMINISTRATIVE	100,641	40,413	42,769	(2,356)
FIELD OPERATIONS:				
UTILITY - ELECTRICITY	3,132	1,305	1,923	(618)
UTILITY - STREETLIGHTS	58,000	24,167	23,571	596
UTILITY - WATER	600	250	119	131
FIELD MANAGEMENT	12,000	5,000	5,000	-
LAKE & POND MAINTENANCE (Blue Water Aquatics)	10,200	4,250	4,250 (f)	-
WETLAND MAINTENANCE (Aquatic Weed Control)	12,400	5,167	6,183 (g)	(1,017)
WETLAND MONITORING & MITIGATION (Horner Env.)	10,000	4,167	1,295 (h)	2,872
LANDSCAPE MAINTENANCE	73,764	30,735	30,735 (i)	0
IRRIGATION MAINTENANCE	3,000	1,250	155 (j)	1,096
LANDSCAPE REPLACEMENT & MISCELLANEOUS	8,700	3,625	1,633 (i)	1,992
HOLIDAY DECORATIONS	5,000	5,000	4,979	21
FIELD CONTINGENCY (Entry walls & Maint)	15,000	6,250	700	5,550
RESERVES	15,000	6,250	-	6,250
TOTAL FIELD OPERATIONS	226,797	97,415	80,542	16,873

**K-BAR RANCH CDD
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE PERIOD ENDING FEBRUARY 28, 2013**

	FY 2013 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
AMENITY CENTER OPERATIONS:				
AMENITY CENTER CLEANING	2,340	975	975	-
POOL MAINTENANCE SERVICES	4,800	2,000	2,000 (j)	-
MISCELLANEOUS POOL REPAIRS	3,000	1,250	-	1,250
BUILDING MAINTENANCE	2,660	1,108	592 (k)	517
CLEANING	2,340	975	243 (l)	732
TOTAL AMENITY CENTER OPERATIONS	15,140	6,308	3,810	2,499
TOTAL EXPENDITURES	342,578	144,137	127,121	17,016
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	135,549	130,270	(5,280)
FUND BALANCE - BEGINNING	-	-	20,412	20,412
FUND BALANCE - ENDING	\$ -	\$ 135,549	\$ 150,681	\$ 15,132

a) Assessment budget reported at gross, year-to-date budget adjusted to net and actual collections reported at net pending the receipt of County's discount and collection fees information.

Assessment On-Roll Budget-Year-To-Date is prorated as follows and reported at net:

December = 60% January = 70% February = 80% March = 90% April = 100%

Assessments are delinquent on April 1.

b) Engineering Services - Stantec

c) Legal Services - Straley & Robins

d) District annual insurance paid to Brown & Brown. Includes \$3,160 for general liability, plus \$4,831.64 for property insurance, plus \$5,549.50 and \$1,519.50 for public officials, management & employment practices.

e) US Bank Trustee Fees - Series 2006 at \$3,666.75 and Series 2011 at \$1,616.25 that includes incidental expenses (i.e., coping and courier services expenses).

f) Blue Water Acquatics at \$850 per month.

g) Aquatic Weed Control - Quarterly Maintenance at \$1,790 (X2 Quarters) plus \$2,603.20 for Semi-Annual preserve maintenance of West unit (approximately 32.54 acres).

h) Horner Environmental - \$300 for treatment of tri-annual exotic vegetation plus \$995 for October & November Monitoring.

i) See "Landscape Payment Schedule" attached Page 3 - Austin Outdoor, LLC .

j) Hawkins pool service at \$400 per month.

k) Dave's Home Helper for electrical repairs at \$451.50 and \$140.

l) Anna Devincenzo pressure wash gym at \$135 and clean pool house/gym equipment at \$108.

K-BAR RANCH CDD
FY 2013 - LANDSCAPING MAINTENANCE
FOR THE PERIOD ENDING FEBRUARY 28, 2013

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>TOTAL AMOUNT PAID</u>	<u>LANDSCAPE MAINTENANCE</u>	<u>IRRIGATION (MAINTENANCE)</u>	<u>MISC.</u>	<u>COMMENTS</u>
Austin Outdoor, LLC						
1574	11/30/2012	6,678.55	6,147.00	154.50	377.05	Plant Replacement
1574	11/30/2012	6,147.00	6,147.00	-	-	
1584	12/10/2012	6,147.00	6,147.00	-	-	
1600	1/16/2013	6,538.50	6,147.00	-	391.50	Seasonal
1616	2/19/2013	7,011.00	6,147.00	-	864.00	Sod
Total		<u>\$ 32,522.05</u>	<u>\$ 30,735.00</u>	<u>\$ 154.50</u>	<u>\$ 1,632.55</u>	

K-BAR RANCH CDD
SERIES 2006 DEBT SERVICE (FD 201)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE PERIOD ENDING FEBRUARY 28, 2013

	<u>FY 2013 ADOPTED BUDGET</u>	<u>BUDGET YEAR-TO-DATE</u>	<u>ACTUAL YEAR-TO-DATE</u>	<u>VARIANCE FAVORABLE (UNFAVORABLE)</u>
REVENUE				
ASSESSMENTS ON-ROLL - Gross	\$ 306,963	\$ 225,925	\$ 211,050 (a)	\$ (14,875)
ASSESSMENTS OFF ROLL - Net (KBR LLC)	100,958	100,958	83,943	(17,015)
INTEREST REVENUE	-	-	51	51
DISCOUNT (ASSESSMENTS)	(12,279)	-	-	-
TOTAL REVENUE	<u>395,643</u>	<u>326,883</u>	<u>295,044</u>	<u>(31,839)</u>
EXPENDITURES				
COUNTY ASSESSMENT COLLECTION FEES	12,279	-	-	-
INTEREST EXPENSE - SERIES 2006	277,406	138,703	138,703	-
PRINCIPAL - SERIES 2006	105,000	-	-	-
PRINCIPAL PREPAYMENT (SERIES 2006)	-	-	-	-
TOTAL EXPENDITURES	<u>394,685</u>	<u>138,703</u>	<u>138,703</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	958	188,181	156,341	(31,839)
NET CHANGE IN FUND BALANCE	958	188,181	156,341	(31,839)
FUND BALANCE - BEGINNING	-	-	555,084	555,084
FUND BALANCE - ENDING	<u>\$ 958</u>	<u>\$ 188,181</u>	<u>\$ 711,426</u>	<u>\$ 523,245</u>

a) Assessment budget reported at gross, year-to-date budget adjusted to net and actual collections reported at net pending the receipt of County's discount and collection fees information.

Assessment On-Roll Budget-Year-To-Date is prorated as

December = 60%
January = 70%
February = 80%

March = 90%
April = 100% Assessments are delinquent on April 1.

K-BAR RANCH CDD
SERIES 2011 DEBT SERVICE (FD 202)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE PERIOD ENDING FEBRUARY 28, 2013

	FY2013 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
ASSESSMENT ON-ROLL - SERIES 2011 (Gross)	\$ 64,404	\$ 47,401	\$ 44,281	\$ (3,120)
ASSESSMENT OFF-ROLL - SERIES 2011 (Net)	-	-	-	-
INTEREST REVENUE	-	-	5	5
DISCOUNT (ASSESSMENTS)	(2,576)	-	-	-
TOTAL REVENUE	61,828	47,401	44,287	(3,115)
EXPENDITURES				
COUNTY ASSESSMENT COLLECTION FEES	2,576	-	-	-
INTEREST EXPENSE - SERIES 2011	49,388	24,775	24,775	-
PRINCIPAL - SERIES 2011	10,000	-	-	-
PRINCIPAL PREPAYMENT (SERIES 2011)	-	-	5,000	(5,000)
TOTAL EXPENDITURES	61,964	24,775	29,775	(5,000)
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(136)	22,626	14,512	14,647
FUND BALANCE - BEGINNING	-	-	53,142	53,142
FUND BALANCE - ENDING	\$ (136)	\$ 22,626	\$ 67,654	\$ 67,790

K-BAR RANCH CDD
SERIES 2006 CONSTRUCTION FUND (FD 301)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE PERIOD ENDING FEBRUARY 28, 2013

	FY2012 ADOPTED BUDGET	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE			
DEVELOPER CONTRIBUTIONS	\$ -	\$ -	\$ -
INTEREST REVENUE	-	1	1
TOTAL REVENUE	<u>-</u>	<u>1</u>	<u>1</u>
EXPENDITURES			
MISCELLANEOUS EXPENDITURES (i.e., Banking Fees)	-	98	(98)
CONSTRUCTION IN PROGRESS	-	2,552 (a)	(2,552)
TOTAL EXPENDITURES	<u>-</u>	<u>2,650</u>	<u>(2,552)</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	(2,649)	(2,649)
OTHER FINANCING SOURCES (USES)			
TRANSFER-IN	-	- (b)	-
TRANSFER-OUT	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	-	(2,649)	(2,649)
FUND BALANCE - BEGINNING	-	15,005	15,005
FUND BALANCE - ENDING	<u>\$ -</u>	<u>\$ 12,356</u>	<u>\$ 12,356</u>

a) SiteMaster ; Cornerstone

b) Transfer-in from Series 2006 Debt Service Reserve Fund.

K-BAR RANCH CDD
SERIES 2011 CONSTRUCTION FUND (FD 302)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE PERIOD ENDING FEBRUARY 28, 2013

	FY2012 ADOPTED BUDGET	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE			
DEVELOPER CONTRIBUTIONS	\$ -	\$ -	\$ -
INTEREST REVENUE	-	1	1
TOTAL REVENUE	<u>-</u>	<u>1</u>	<u>1</u>
EXPENDITURES			
CONSTRUCTION IN PROGRESS	-	2,800 (a)	(2,800)
MISCELLANEOUS EXPENSES	-	-	-
TOTAL EXPENDITURES	<u>-</u>	<u>2,800</u>	<u>(2,800)</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	(2,799)	(2,799)
FUND BALANCE - BEGINNING	-	7,581	7,581
FUND BALANCE - ENDING	<u>\$ -</u>	<u>\$ 4,782</u>	<u>\$ 4,782</u>

a) Site Masters

K-BAR RANCH CDD
BANK RECONCILIATION - OPERATING ACCOUNT
FEBRUARY 28, 2013

Balance Per Bank Statement	\$ 149,740.40
Add: Transfers/Deposits in Transit	-
Less: Outstanding Checks	(3,381.49)
<i>Balance Per Bank</i>	<u>\$ 146,358.91</u>

Beginning Bank Balance Per Books	\$ 203,550.95
Cash Receipts	34,568.57
Cash Disbursements	(91,760.61)
Transfer of Funds	-
Bank Charges	-
<i>Balance Per Books</i>	<u>\$ 146,358.91</u>

K-BAR RANCH CDD
BANK RECONCILIATION - CONSTRUCTION FUND
FEBRUARY 28, 2013

Balance Per Bank Statement	\$ 2,844.65
Add: Transfers/Deposits in Transit	-
Less: Outstanding Checks	-
<i>Balance Per Bank</i>	<u>\$ 2,844.65</u>

Beginning Bank Balance Per Books	\$ 2,864.16
Cash Receipts	-
Cash Disbursements	-
Transfer of Funds	-
Bank Charges	(19.51)
<i>Balance Per Books</i>	<u>\$ 2,844.65</u>

K-BAR RANCH CDD
CHECK REGISTER - GF OPERATING ACCOUNT
FY 2013

CK NO.	DATE	PAYEE	DESCRIPTION	DISBURSMTS	DEPOSITS	BALANCE
EOM	9/30/2012	BALANCE FORWARD		\$ -	\$ -	\$ 15,440.15
1549	10/2/2012	Brown & Brown Insurance	Ins. Premiums FY2013	3,160.00		12,280.15
1550	10/10/2012	Brown & Brown Insurance	Ins. Prem. Property FY 2013	4,831.64		7,448.51
1551	10/10/2012	TECO	Streetlights 8/23-9/24/2012	2,664.24		4,784.27
1552	10/12/2012	Hawkins Service Company	Pool Maint Sept 2012	400.00		4,384.27
1553	10/22/2012	Decorating Elves, Inc.	Holiday Decorations Deposit	1,742.65		2,641.62
	10/26/2012	Deposit	Tax Collector		179.52	2,821.14
	10/31/2012	Deposit	Tax Collector		2,353.75	5,174.89
	10/31/2012	Sun Trust Bank	Bank Fee - Oct12	18.97		5,155.92
EOM	10/31/2012	TOTAL		12,817.50	2,533.27	5,155.92
	11/13/2012	Deposit	Tax Collector		11,483.82	16,639.74
1554	11/12/2012	City of Tampa Utilities	Water Sept 2012	14.79		16,624.95
1555	11/12/2012	Times Publishing Company	Legal Ad Oct 2012	122.36		16,502.59
1556	11/12/2012	K-Bar Ranch C/O U.S. Bank	Tax Collection Dist. FY 2013	7,950.49		8,552.10
1557	11/16/2012	Anna DeVincenzo King	Pool House Clean Oct 2012	195.00		8,357.10
1558	11/16/2012	City of Tampa Utilities	Water Oct 2012	60.00		8,297.10
1559	11/16/2012	Florida Dept. of Economic Oppor	Annual Fee FY 2013	175.00		8,122.10
1560	11/16/2012	Hawkins Service Company	Pool Maint Oct 2012	400.00		7,722.10
1561	11/16/2012	TECO	Elec/Streetlights Oct 2012	4,023.66		3,698.44
	11/19/2012	Deposit	Refund- Ins. Brown & Brown		554.80	4,253.24
		Deposit - ACH	Tax Collector		9,232.35	13,485.59
	11/30/2012	TECO	Refund TECO		12,062.74	25,548.33
	11/30/2012	Sun Trust Bank	Bank Fee - Nov 2012	20.10		25,528.23
EOM	11/30/2012	TOTAL		12,961.40	33,333.71	25,528.23
	12/3/2012	Deposit - ACH	Tax Collector		172,147.20	197,675.43
	12/5/2012	Deposit - MI Homes - Wire-In	FY 2012 - Developer Contributions		20,000.00	217,675.43
	12/5/2012	Deposit - MI Homes - Wire-In	FY 2013 - O&M Assmts		55,000.00	272,675.43
1562	12/7/2012	Straley & Robin	Legal-Boundary	5,154.99		267,520.44
1563	12/10/2012	Austin Outdoor LLC (Cornerstone)	Landscape Maint Aug 2012	8,347.76		259,172.68
1564	12/10/2012	Blue Water Aquatics (FY 2012)	Water Mgmt Aug 2012	950.00		258,222.68
1565	12/10/2012	Wilson-Miller, Inc.	Engineering Aug 2012	718.17		257,504.51
1566	12/10/2012	Austin Outdoor LLC (Cornerstone)	Landscape Maint Sept 2012	7,486.70		250,017.81
1567	12/10/2012	Blue Water Aquatics (FY 2012)	Aquatic Svcs Aug/Sept 2012	1,700.00		248,317.81
1568	12/10/2012	DPFG	CDD Mgmt Sept 2012	3,900.00		244,417.81
1569	12/10/2012	GNP	Arbitrage Bond 2011	500.00		243,917.81
1570	12/10/2012	Horner Environmental	Vegetation Mitigation-Jul/Sept	1,100.00		242,817.81
1571	12/10/2012	Straley & Robin	Legal General/Exp-Sept 2012	2,616.10		240,201.71
1572	12/10/2012	Wilson-Miller, Inc.	Engineering Svcs Sept 2012	1,924.76		238,276.95
1573	12/10/2012	Aquatic Weed Control	Qtrly Weed Maint Oct 2012	1,790.00		236,486.95
1574	12/10/2012	Austin Outdoor LLC (Cornerstone)	Landscape Maint-Oct/Nov	12,825.55		223,661.40
1575	12/10/2012	Blue Water Aquatics	Lk & Pond Maint Oct & Nov	1,700.00		221,961.40
1576	12/10/2012	Dave's Home Helper Svcs Inc.	Electrical Repairs Nov 2012	451.50		221,509.90
1577	12/10/2012	DPFG	CDD Mgmt Oct/Nov/Bond	10,400.00		211,109.90
1578	12/10/2012	Hawkins Service Company	Pool Maint Nov 2012	400.00		210,709.90
1579	12/10/2012	Horner Environmental	Exotic Vegetation 10/26/12	300.00		210,409.90
1580	12/10/2012	Site Masters of Florida, LLC	Pressure Monument at Wall	300.00		210,109.90
1581	12/10/2012	Straley & Robin	Legal General Oct/Nov	999.00		209,110.90
1582	12/10/2012	TECO	Streetlights/Elec 10/15-11/14	4,082.44		205,028.46
1583	12/10/2012	Wilson-Miller, Inc.	Engineering Svcs Oct/Nov	1,166.43		203,862.03
1584	12/10/2012	Austin Outdoor LLC (Cornerstone)	Landscape Maint Dec 2012	6,147.00		197,715.03
1585	12/10/2012	Decorating Elves, Inc.	Holiday Decorations	3,236.35		194,478.68
1586	12/10/2012	DPFG	CDD Mgmt Dec 2012	3,900.00		190,578.68
	12/10/2012	Deposit - ACH	Tax Collector		98,093.18	288,671.86
1587	12/13/2012	Brown & Brown Insurance	Ins. Liability/Risk FY 2013	5,549.50		283,122.36
1588	12/13/2012	K-Bar Ranch C/O U.S. Bank	Tax Collection distribution	163,290.36		119,832.00

K-BAR RANCH CDD
CHECK REGISTER - GF OPERATING ACCOUNT
FY 2013

CK NO.	DATE	PAYEE	DESCRIPTION	DISBURSMTS	DEPOSITS	BALANCE
	12/14/2012	Deposit - ACH	Tax Collector		107,446.60	227,278.60
1589	12/28/2012	Brown & Brown Insurance	Insurance	1,519.50		225,759.10
1590	12/28/2012	City of Tampa Utilities	Water Nov 2012	59.15		225,699.95
1591	12/28/2012	Dave's Home Helper Svcs Inc.	Electrical Repairs Dec 2012	140.00		225,559.95
1592	12/28/2012	TECO	Elec/Streetlights Nov 2012	1,302.65		224,257.30
1593	12/28/2012	Wilson-Miller, Inc.	Engineering Svcs thru 12/7/12	808.88		223,448.42
		Sun Trust Bank	Bank Fees	21.62		223,426.80
EOM	12/31/2012	TOTAL		254,788.41	452,686.98	223,426.80
1594	1/1/2013	DPFG - Jan	CDD Mgmt Jan 2013	3,900.00		219,526.80
1595	1/2/2013	Hawkins Service Company	Pool Maint Dec 2012	400.00		219,126.80
1596	1/2/2013	Horner Environmental	Wetland Monitoring Oct/Nov	995.00		218,131.80
1597	1/2/2013	Straley & Robin	Legal Svcs thru 12/15/12	347.00		217,784.80
1598	1/2/2013	TECO	Streetlights Nov/Dec 2012	6,569.17		211,215.63
	1/2/2013	Deposit - MI Homes - Wire-In	FY2013 - O&M & DS Assmts		99,793.20	311,008.83
	1/7/2013	Deposit - ACH	Tax Collector		8,817.55	319,826.38
1599	1/9/2013	Anna DeVincenzo King	Pool Hse Clean Nov & Dec	390.00		319,436.38
1600	1/16/2013	Austin Outdoor LLC (Cornerstone)	Landscape Maint. Jan 2013	6,147.00		313,289.38
1601	1/16/2013	US Bank-Trustee	Trustee Fees 2006&2011-FY13	5,283.00		308,006.38
1602	1/23/2012	Void		-		308,006.38
1603	1/28/2013	Blue Water Aquatics	Aquatic Svcs Jan 2013	850.00		307,156.38
1604	1/28/2013	K-Bar Ranch C/O U.S. Bank	Tax Collection distribution	97,756.72		209,399.66
1605	1/28/2013	TECO	Elec/Streetlights Jan 2013	2,113.53		207,286.13
1606	1/30/2013	Stantec Consulting Services	Engineering Svcs thru 1/18/13	637.76		206,648.37
1607	1/31/2013	Hawkins Service Company	Pool Maint. Jan 2013	400.00		206,248.37
1608	1/31/2013	TECO	Streetlights 12/21-1/24	2,649.52		203,598.85
1609	1/31/2013	Times Publishing Company	Legal Ad Jan 2013	47.90		203,550.95
	1/31/2013	Sun Trust Bank	Wire Transfer svc charge	-		203,550.95
	1/31/2013	Sun Trust Bank	Bank Fees	-		203,550.95
EOM	1/31/2013	TOTAL		128,486.60	108,610.75	203,550.95
1610	2/1/2013	DPFG	CDD Mgmt Feb 2013	3,900.00		199,650.95
	2/6/2013	Deposit	Tax Collector		29,781.37	229,432.32
1611	2/7/2013	K-Bar Ranch C/O U.S. Bank	Tax Collection Distribution	17,400.67		212,031.65
1612	2/14/2013	Anna DeVincenzo King	Pressure Wash/Cleaning Jan	330.00		211,701.65
1613	2/14/2013	Aquatic Weed Control	Weed Control/Annual/Qtrly	4,393.20		207,308.45
1614	2/14/2013	Austin Outdoor LLC (Cornerstone)	Plant Replacements	391.50		206,916.95
1615	2/19/2013	Blue Water Aquatics	Aquatics Services Dec 2012	850.00		206,066.95
1616	2/19/2013	Austin Outdoor LLC (Cornerstone)	Landscape Maint Feb 2013	6,147.00		199,919.95
1617	2/19/2013	Blue Water Aquatics	Aquatics Services Feb 2013	850.00		199,069.95
	2/20/2013	Deposit-MI Homes Of Tampa LLC	O & M FY 2013 1st Install.		4,787.20	203,857.15
1618	2/21/2013	Site Masters of Florida, LLC	Remove Concrete	400.00		203,457.15
1619	2/21/2013	TECO	Streetlights/Elec 1/16-2/14/13	2,021.06		201,436.09
1620	2/25/2013	Stantec Consulting Services	Engineering Svcs Thru 2/15/13	960.43		200,475.66
1621	2/26/2013	K-Bar Ranch C/O U.S. Bank	Off Roll Assessment Dist.	54,116.75		146,358.91
EOM	2/28/2013	TOTAL		\$ 91,760.61	\$ 34,568.57	\$ 146,358.91

K BAR RANCH CDD
CHECK REGISTER - CONSTRUCTION OPERATING ACCOUNT
FY 2013

CK NO.	DATE	PAYEE	DISBURSMTS	DEPOSITS	BALANCE
EOM	9/30/2012	FY 2012 Balance Forward	\$ -	\$ -	\$ 2,942.23
	10/31/2012	Bank Fees -	19.52		2,922.71
EOM	10/31/2012	TOTAL	19.52	-	2,922.71
	11/30/2012	Bank Fees -	19.52		2,903.19
	12/31/2012	Bank Fees -	19.52		2,883.67
	1/31/2013	Bank Fees -	19.51		2,864.16
	2/28/2013	Bank Fees -	19.51		2,844.65
EOM	2/28/2013	TOTAL	\$ -	\$ -	\$ 2,844.65

**K-BAR RANCH
COMMUNITY DEVELOPMENT DISTRICT
CONSTRUCTION SCHEDULE - OPERATING ACCOUNT (DEVELOPER FUNDED)
AS OF FEBRUAR 28, 2013**

TRANS. DATE	REQUISITION #	PAYEE	INVOICE #	FUNDING TOTAL DEVELOPER FUNDING	INVOICE TOTAL	CONSTRUCTION DISBURSEMENTS										TOTAL DISBURSEMENTS	CONSTRUCTION ACCOUNT BALANCE REMAINING	
						DISTRICT ROADS	OFF-SITE ROAD IMPROVEMENTS	EARTHWORK	WATER MANAGEMENT CONTROL	SEWER & WASTE WATER MANAGEMENT	WATER SUPPLY	LANDSCAPE / HARDSCAPE	UNDERGROUNDING OF ELECTRIC POWER	PROFESSIONAL SERVICES & FEES				
11/1/2010	DEPOSIT	K-BAR 184 LLC	CK # 1006 (10-14-10)	\$ 111,230.13	\$ 34,669.13	\$ -	\$ -	\$ 34,669.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,669.13	\$ 111,230.13
11/5/2010	2011-56	RIPA & ASSOC.	PAY APP # 1 - PHASE 2A		35.00												35.00	76,561.00
11/17/2010	BANK	SUNTRUST (BK FEE)	DEPOSIT SLIPS		18.00												18.00	76,526.00
11/19/2010	BANK	SUNTRUST (BK FEE)	STOP PYMT FEE															76,508.00
11/24/2010	DEPOSIT	K-BAR 184 LLC	CK # 1016 (11-19-10)	204,821.42														281,329.42
EOM - NOVEMBER 30, 2010																		
12/7/2010	2011-57	ATLANTIC CONCRETE	90532		2,148.00				1,525.08	622.92							2,148.00	279,181.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90539		2,747.00				1,950.37	796.63							2,747.00	276,434.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90548		2,468.00				1,752.28	715.72							2,468.00	273,966.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90552		2,727.00				1,936.17	790.83							2,727.00	271,239.42
12/7/2010	2011-57	ATLANTIC CONCRETE	50557		1,389.00				986.19	402.81							1,389.00	269,850.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90558		2,237.00				1,588.27	648.73							2,237.00	267,613.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90559		2,185.00				1,551.35	633.65							2,185.00	265,428.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90568		2,509.00				1,781.39	727.61							2,509.00	262,919.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90571		3,225.00				2,289.75	935.25							3,225.00	259,694.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90575		3,042.00				2,159.82	882.18							3,042.00	256,652.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90578		2,088.00				1,482.48	605.52							2,088.00	254,564.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90579		2,829.00				2,008.59	830.41							2,829.00	251,735.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90582		2,777.00				1,971.67	805.33							2,777.00	248,958.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90588		2,339.00				1,660.69	678.31							2,339.00	246,619.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90594		5,323.00				3,779.33	1,543.67							5,323.00	241,296.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90600		1,636.00				1,161.56	474.44							1,636.00	239,660.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90603		2,822.00				2,003.62	818.38							2,822.00	236,838.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90609		2,080.00				1,476.80	603.20							2,080.00	234,758.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90611		2,509.00				1,781.39	727.61							2,509.00	232,249.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90617		3,996.00				2,837.16	1,158.84							3,996.00	228,253.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90620		3,042.00				2,159.82	882.18							3,042.00	225,211.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90621		3,653.00				2,593.63	1,059.37							3,653.00	221,558.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90627		2,390.00				1,696.90	693.10							2,390.00	219,168.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90629		15,499.00				11,004.29	4,494.71							15,499.00	203,669.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90631		3,120.00				2,215.20	904.80							3,120.00	200,549.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90633		3,711.00				2,634.81	1,076.19							3,711.00	196,838.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90638		3,847.00				2,731.37	1,115.63							3,847.00	192,991.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90650		4,348.00				3,087.08	1,260.92							4,348.00	188,643.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90651		7,202.00				5,113.42	2,088.58							7,202.00	181,441.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90652		3,597.00				2,553.87	1,043.13							3,597.00	177,844.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90656		2,171.00				1,541.41	629.59							2,171.00	175,673.42
12/7/2010	2011-57	ATLANTIC CONCRETE	90657		984.00				698.64	285.36							984.00	174,689.42
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2057217		30,899.40				12,359.76	18,539.64							30,899.40	143,799.02
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2057307		17,615.38				7,046.15	10,569.23							17,615.38	126,174.64
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2060139		11,495.40				4,598.16	6,897.24							11,495.40	114,679.24
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2141603		2,534.40				1,013.76	1,520.64							2,534.40	112,144.84
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2141691		1,140.00				456.00	684.00							1,140.00	111,004.84
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2141725		5,579.00				2,231.60	3,347.40							5,579.00	105,425.84
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2190935		240.33				96.13	144.20							240.33	105,185.51
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2194224		2,534.40				1,013.76	1,520.64							2,534.40	102,651.11
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2194225		1,520.64				608.26	912.38							1,520.64	101,130.47
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2194226		2,534.40				1,013.76	1,520.64							2,534.40	98,596.07
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2194227		2,534.40				1,013.76	1,520.64							2,534.40	96,061.67
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2194228		2,799.36				1,119.74	1,679.62							2,799.36	93,262.31
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2194230		2,741.76				1,096.70	1,645.06							2,741.76	90,520.55
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2194231		2,741.76				1,096.70	1,645.06							2,741.76	87,778.79
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2194233		2,741.76				1,096.70	1,645.06							2,741.76	85,037.03
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2194234		5,792.08				2,316.83	3,475.25							5,792.08	79,244.95
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2194236		2,764.80				1,105.92	1,658.88							2,764.80	76,480.15
12/7/2010	2011-58	HD SUPPLY (WATERWORKS)	2217358		2,741.76				1,096.70	1,645.06							2,741.76	73,738.39
12/10/2010	DEPOSIT	RIPA & ASSOC.	PAY APP # 2 - PHASE 2A		72,791.39			13,174.58									72,791.39	947.00
12/10/2010	BANK	K-BAR 184 LLC	CK # 1019 (12-07-10)	487,852.84														488,799.84
12/22/2010	2011-60	FAULKNER ENGINEERING	FES3559		5,040.00										37.16		5,040.00	488,762.68
12/22/2010	2011-62	HD WATERWORKS	2230196		2,764.80				2,764.80								2,764.80	480,997.88
12/22/2010	2011-62	HD WATERWORKS	2230197		2,764.80				2,764.80								2,764.80	478,193.08
12/22/2010	2011-62	HD WATERWORKS	2238112		4,081.60				4,081.60								4,081.60	474,111.48
12/22/2010	2011-62	HD WATERWORKS	2238114		2,678.40				2,678.40								2,678.40	471,433.08
12/22/2010	2011-62	HD WATERWORKS	2238115		5,443.20				5,443.20								5,443.20	465,989.88
12/22/2010	2011-62	HD WATERWORKS	2238121		2,764.80				2,764.80								2,764.80	463,225.08
12/22/2010	2011-62	HD WATERWORKS	2238122		2,764.80				2,764.80								2,764.80	460,460.28
12/22/2010	2011-62	HD WATERWORKS	2238126		2,764.80				2,764.80								2,764.80	457,695.48
12/22/2010	2011-62	HD WATERWORKS	2238127		2,764.80				2,764.80								2,764.80	454,930.68
12/22/2010	2011-62	HD WATERWORKS	22															

**K-BAR RANCH
COMMUNITY DEVELOPMENT DISTRICT
CONSTRUCTION SCHEDULE - OPERATING ACCOUNT (DEVELOPER FUNDED)
AS OF FEBRUAR 28, 2013**

TRANS. DATE	REQUISITION #	PAYEE	INVOICE #	FUNDING	TOTAL DEVELOPER FUNDING	INVOICE TOTAL	CONSTRUCTION DISBURSEMENTS							TOTAL DISBURSEMENTS	CONSTRUCTION ACCOUNT BALANCE REMAINING	
							DISTRICT ROADS	OFF-SITE ROAD IMPROVEMENTS	EARTHWORK	WATER MANAGEMENT CONTROL	SEWER & WASTE WATER MANAGEMENT	WATER SUPPLY	LANDSCAPE / HARDSCAPE			UNDERGROUNDING OF ELECTRIC POWER
12/22/2010	2011-63	ATLANTIC CONCRETE	90680			2,002.00									2,002.00	423,829.36
12/22/2010	2011-63	ATLANTIC CONCRETE	90691			1,419.00									1,419.00	422,410.36
12/22/2010	2011-63	ATLANTIC CONCRETE	90702			5,465.00									5,465.00	416,945.36
12/22/2010	2011-64	RIPA & ASSOC.	PAY APP # 3 - PHASE 2A			412,835.52		216,345.01		131,436.19		65,054.32			412,835.52	4,109.84
EOM - DECEMBER 31, 2010																
1/10/2011	DEPOSIT	K-BAR 184 LLC	FUNDING 2011-61,65&66		270,205.06											274,314.90
1/24/2011	2011-61	TOM KIMSEY	110810			3,200.00									3,200.00	271,114.90
1/24/2011	2011-65	HD WATERWORKS	2308229			4,693.66						3,200.00			4,693.66	266,421.24
1/24/2011	2011-65	HD WATERWORKS	2346331			792.00				792.00					792.00	265,629.24
1/24/2011	2011-65	HD WATERWORKS	2372288			224.27					224.27				224.27	265,404.97
1/24/2011	2011-65	HD WATERWORKS	2372677			610.60					610.60				610.60	264,794.37
1/24/2011	2011-65	HD WATERWORKS	2374334			305.30					305.30				305.30	264,489.07
1/24/2011	2011-65	HD WATERWORKS	2374475			2,460.00					2,460.00				2,460.00	262,029.07
1/24/2011	2011-65	HD WATERWORKS	2375529			443.87					443.87				443.87	261,585.20
1/24/2011	2011-65	HD WATERWORKS	2382921			(507.28)					(507.28)				(507.28)	262,092.48
1/24/2011	2011-65	HD WATERWORKS	2393273			179.86					179.86				179.86	261,912.62
1/24/2011	2011-66	RIPA & ASSOC.	PAY APP # 4 - PHASE 2A			261,002.78		143,071.38		39,219.75		8,337.15			261,002.78	909.84
EOM - JANUARY 31, 2011																
2/18/2011	DEPOSIT	K-BAR 184 LLC	Req # 67, 68, 69 (Pay Ap 5) & 70		286,060.43											286,970.27
2/23/2011	2011-67	HD WATERWORKS	2098079			77,650.40					77,650.40				77,650.40	209,319.87
2/23/2011	2011-67	HD WATERWORKS	2264270			63,797.77					63,797.77				63,797.77	145,522.10
2/23/2011	2011-67	HD WATERWORKS	2338392			9,626.38					9,626.38				9,626.38	135,895.72
2/23/2011	2011-67	HD WATERWORKS	2360702			216.00					216.00				216.00	135,679.72
2/23/2011	2011-68-Rev.	FAULKNER ENGINEERING	FES3615			6,020.00					6,020.00				6,020.00	129,659.72
2/23/2011	2011-69	RIPA & ASSOC.	PAY APP # 5 - PHASE 2A			122,929.88	81,348.71	26,010.00		6,664.71		571.73		4,681.46	122,929.88	6,729.84
2/23/2011	2011-70	K-Bar Ranch CDD	Reimb GF Faulkner Invoice FES3662 paid via Check # 1295 (Dated 2-17-11)			3,590.00									3,590.00	3,139.84
EOM - FEBRUARY 28, 2011																
3/8/2011	DEPOSIT	K-BAR 184 LLC	Req # 71, 72 (Pay Ap 6)		126,190.66											129,330.50
3/17/2011	2011-71	K-Bar Ranch CDD	Reimb GF for TECO Deposit paid via Check # 1291 dated 1/25/11 per Outdoor Lighting Agreement.			2,230.00							2,230.00		2,230.00	127,100.50
3/17/2011	2011-72	RIPA & ASSOC.	PAY APP # 6 - PHASE 2A			126,190.66	95,894.36			30,296.30					126,190.66	909.84
3/18/2011	BANK	SUNTRUST (BK FEE)				13.86								13.86	13.86	895.98
EOM - MARCH 31, 2011																
4/1/2011	DEPOSIT	K-BAR 184 LLC	Req # 73 & 74		51,801.25											52,697.23
4/1/2011	2011-73	PAW Materials	36344			205.20	205.20								205.20	52,492.03
4/1/2011	2011-73	PAW Materials	36529			11,819.88	11,819.88								11,819.88	40,672.15
4/1/2011	2011-73	PAW Materials	36564			7,459.11	7,459.11								7,459.11	33,213.04
4/1/2011	2011-73	PAW Materials	36584			7,443.45	7,443.45								7,443.45	25,769.59
4/1/2011	2011-73	PAW Materials	36646			590.58	590.58								590.58	25,179.01
4/1/2011	2011-73	PAW Materials	36670			2,784.24	2,784.24								2,784.24	22,394.77
4/1/2011	2011-73	PAW Materials	36671			3,564.00	3,564.00								3,564.00	18,830.77
4/1/2011	2011-73	PAW Materials	36692			3,146.85	3,146.85								3,146.85	15,683.92
4/1/2011	2011-73	PAW Materials	36716			10,169.10	10,169.10								10,169.10	5,514.82
4/1/2011	2011-73	PAW Materials	36717			618.84	618.84								618.84	4,895.98
4/1/2011	2011-74	Tom Kimsey	31911			4,000.00						4,000.00			4,000.00	895.98
4/15/2011	DEPOSIT	K-BAR 184 LLC			131,509.72											132,405.70
4/22/2011	2011-75	RIPA & ASSOC.	PAY APP # 7 - PHASE 2A			112,025.72	112,025.72								112,025.72	20,379.98
4/22/2011	2011-76	PREFERRED MATERIALS, INC.	19913			1,530.00	1,530.00								1,530.00	18,849.98
4/22/2011	2011-76	PREFERRED MATERIALS, INC.	19914			9,180.00	9,180.00								9,180.00	9,669.98
4/22/2011	2011-76	PREFERRED MATERIALS, INC.	19915			3,460.00	3,460.00								3,460.00	6,209.98
4/22/2011	2011-76	PREFERRED MATERIALS, INC.	19916			745.00	745.00								745.00	5,464.98
4/22/2011	2011-76	PREFERRED MATERIALS, INC.	19912			461.00	461.00								461.00	5,003.98
4/22/2011	2011-76	PREFERRED MATERIALS, INC.	19918			331.00	331.00								331.00	4,672.98
4/22/2011	2011-76	PREFERRED MATERIALS, INC.	19917			737.00	737.00								737.00	3,935.98
4/22/2011	2011-77	FAULKNER ENGINEERING	FES3763			3,040.00								3,040.00	3,040.00	895.98
4/30/2011	BANK	SUNTRUST (BK FEE)				9.34								9.34	9.34	886.64
EOM - APRIL 30, 2011																
5/23/2011	DEPOSIT	K-BAR 184 LLC			32,346.67											33,233.31
5/26/2011	2011-78	RIPA & ASSOC.	PAY APP # 8 - PHASE 2A			32,346.67	32,346.67								32,346.67	886.64
5/31/2011	BANK	SUNTRUST (BK FEE)				4.55								4.55	4.55	882.09
EOM - MAY 31, 2011																
6/30/2011	BANK	SUNTRUST (BK FEE)				10.56									10.56	871.53
EOM - JUNE 30, 2011																
7/15/2011	DEPOSIT	K-BAR 184 LLC	DEPOSIT-CHECK # 1091		7,154.52											8,026.05
7/15/2011	DEPOSIT	K-BAR 184 LLC	DEPOSIT-CHECK # 1100		131,327.36											139,353.41
7/19/2011	2011-79	RIPA & ASSOC.	PAY APP # 9 - PHASE 2A			7,154.52	7,154.52								7,154.52	132,198.89
7/19/2011	2011-80	RIPA & ASSOC.	PAY APP # 10 - PHASE 2A			131,327.36	36,117.00	53,383.00		27,578.75		10,952.37		3,296.24	131,327.36	871.53
7/30/2011	BANK	SUNTRUST (BK FEE)				9.86								9.86	9.86	861.67
EOM - JULY 31, 2011																
8/31/2011	BANK	SUNTRUST (BK FEE)				9.70								9.70	9.70	851.97
EOM - AUGUST 31, 2011																
9/30/2011	BANK	SUNTRUST (BK FEE)				9.85								9.85	9.85	842.12
																842.12

**K-BAR RANCH
COMMUNITY DEVELOPMENT DISTRICT
CONSTRUCTION SCHEDULE - SERIES 2011
AS OF FEBRUARY 28, 2013**

I. COST OF ISSUANCE

SOURCES:

8/4/2011	Bond Proceeds	\$ 94,850.00
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USES:

8/4/2011	Greenberg Traurig	(29,000.00)
8/4/2011	Hill Ward Henderson	(10,000.00)
8/4/2011	DPFG	(12,500.00)
8/4/2011	FMS Bpnds Inc.	(26,500.00)
8/4/2011	Straley & Robin	(5,000.00)
8/4/2011	Riggins, Atkinson Comb & Associates	(1,250.00)
8/4/2011	K-Bar Ranch CDD (Stantec-Wilson Miller)	(7,500.00)
8/4/2011	US Bank	(2,500.00)
8/19/2011	Eckley Contracting Group, LLC	(435.00)
10/20/2011	Greenberg Traurig	(165.00)

Total Uses		(94,850.00)
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BALANCE - COST OF ISSUANCE

		\$ -
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II. CONSTRUCTION SCHEDULE

SOURCES:

8/4/2011	Bond Proceeds	\$ 558,362.92
	Interest	3.89
	Total Sources	558,366.81

USES:

		Meridan Title Co. Inc. (Amenity Center		
8/4/2011	2011-01	Acquisition)		(550,000.00)
9/28/2011	2011-02	Florida Leak Locators		(425.00)
3/26/2012	2012-01	Site Masters		(360.00)
11/28/2012	2013-01	Site Masters		(2,800.00)

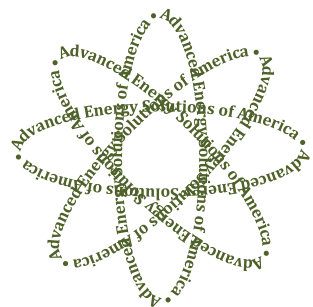
Total Uses		(553,585.00)
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BALANCE - CONSTRUCTION

		\$ 4,781.81
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SECTION THREE

Item C



ADVANCED ENERGY SOLUTIONS OF AMERICA, LLC

PHONE: 813.969.1576 • FAX: 813.962.7309

LICENSE # EC13003760

Don Leggett
Chief Executive Officer

Brad Pendergrass
President

PROPOSAL

DATE: March 8, 2013
SUBMITTED TO: K-Bar co/DPFG
ADDRESS: Att: Carolyn

JOB NAME: Monument Sign Lighting
PHONE:

FAX:

SCOPE OF WORK:

Install 100 amp single phase service on back of monument and run power to Teco hand hole NTE 50 feet. Install two led flood lights to sign. Can add led lighting around sign to trees or column for \$325 each.

PLANS & SPECIFICATIONS:

Excludes any utility company cost or having feed to their power further than 50 feet. Includes permit

AESOA, LLC proposes to furnish the aforementioned material and/or labor in accordance with the above condition for the sum of: \$ 2,250.00

This proposal may be withdrawn if not accepted within thirty (30) days or unexpected material increases.

PAYMENT SCHEDULE:

Payment due Upon completion

Payments are to be made as listed above. Payments not received by the invoice due date are considered past due. Past due accounts will be charged interest at the rate of 1.5% per month until the balance is paid in full. No release of lien shall be signed unless all payments are made and the balance is paid in full.

ADVANCED ENERGY SOLUTIONS:

AUTHORIZED SIGNATURE:

Brad Pendergrass, President

This is your authorization to complete the work as outlined above and in accordance with the terms and conditions as set forth.

PROPOSAL ACCEPTED BY:

Authorized Signature

DATE: _____

INSURANCE:

Licensed, bonded and insured. Insurance limits of \$3,000,000 liability, umbrella

COMMERCIAL / INDUSTRIAL ELECTRICAL • GENERATORS • ACCESS • CCTV
STRUCTURED SYSTEMS • SECURITY / FIRE ALARMS
PO Box 82973 • TAMPA FLORIDA • 33682
16512N. FLORIDA AVE LUTZ FL. 33549

and automobile. Workers' Compensation \$500,000/\$500,000/\$500,000

SECTION THREE

Item D



ValleyCrest

Landscape Maintenance

26642 Wild Fern Circle
Lutz, FL 33549

Phone (813) 909-7116 Fax (813) 909-7112

Contract and Authorization for Extra Work

Client/Owner's Business Name: ValleyCrest Landscape Maintenance	Date: 3/1/2013	Contract/AEW No: 1266502
Client/Owner's Billing Address: 24151 Ventura Blvd Calabasas CA 91302	Job Name: VCM North Tampa	VCLM Job Number
Client Contact:	Job Site Address: ValleyCrest Landscape Maintenance, Location # 34220 26642 Wild Fern Circle Lutz FL 33549	
Client/Jobsite phone no.: (407) 292-9600 Client Fax #: Client Email: rharris@valleycrest.com	ValleyCrest Landscape Maintenance Representative:	

Scope of Work to Perform:

Line Number	Description	Quantity	UOM	Unit Price	Extended Amount
1.000	(24) 3 gallon varigated arboricolas	24.000	EA	13.5000	324.00
2.000	(55) 3 gallon varigated flax	55.000	EA	13.5000	742.50
3.000	5 yards pine bark mini nugget	1.000	EA	300.0000	300.00
4.000	debris disposal	1.000	EA	60.0000	60.00
5.000	retrofit irrigation system for new plants	1.000	EA	325.0000	325.00
6.000	(16) 3 gallon Downy jasmine replace	1.000	EA	216.0000	216.00

Contract and Authorization for Extra Work

Line Number	Description	Quantity	UOM	Unit Price	Extended Amount
				Tax:	
				Total:	1,967.50

This bid is valid for 60 calendar days unless otherwise approved by ValleyCrest Landscape Maintenance.

Sales Quote - This is Not an Invoice

Instructions: No work is to be performed without this written authorization being correctly completed and signed by the authorized agent of the Contractor or Owner. This MUST be submitted to your branch office promptly.

Instructions to Contractor or Owner: This Sales Quote properly signed by your agent has been accepted as authorization to perform the work. An invoice will be forwarded to your office for payment when the work is completed. All work will be performed in accordance with the "General Terms and Conditions" which are printed on, attached and are incorporated herein by reference.

X

X

Approved by ValleyCrest Representative

Approved by Client Representative

Date

Terms and Conditions

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades. The workforce shall be presentable at all times. All employees shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. Termination: This Work Order may be terminated by the Client/Owner with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. We cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services (^Design Services~) are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by ValleyCrest Landscape Maintenance, within fifteen (15) days after billing, ValleyCrest Landscape Maintenance, shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

SECTION THREE

Item E



Enhancement Proposal

Job Name: Seasonal color installation at monuments
Property Name: K Bar Ranch CDD **Date:** March 5, 2013
Client: K-Bar CDD
Address: C/O Development Planning & Financial G 1060 Maintland Center Commons Blvd Suite 340
City/State/Zip: Maintland, FL 32751
Phone: 407-644-4381

Austin Outdoor, LLC will complete the work described below:

Description

Installation of seasonal color at both monuments and also soil replacements at flower beds.

Materials & Services	Quantity	Unit Price	Total
Potting soil.	10	\$ 22.19	\$ 221.90
Seasonal color	225	\$ 1.74	\$ 391.50
TOTAL P			\$ 613.40

ACCEPTANCE OF TERMS

Signature below authorizes Austin Outdoor to perform work as described above and verifies that the prices and specifications are hereby accepted.

Payment terms: Net 30 days. All overdue balances will be a charged 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 Austin Outdoor's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Client: _____

Prepared by:
Carlos Torres

Date: _____

Date: March 5, 2013

Internal Use Only			
Project Number:	10141039-201	District:	West Central FL
PO Reference:		Date Work Completed:	

SECTION THREE

Item F

K-Bar Ranch
Draft Proposed
Fee Structure and Rules and Regulations for
Amenities

The following documents are drafts of proposed fee structure, and rules and regulations for the District's amenities, including definitions.

There are different ways to approach the fee structure.

- In the document is calculated by two components, the operational amount of the facility and a 20% administration fee, and is set annually by the budget adoption.
- Another way is to set a fixed fee based on comparable amenities in the area.

The rules and regulations contain language relating to:

- General Rules
- Access Cards
- District Pool and Facilities
- Basketball Facilities; and
- Lakes and ponds.

If we missed anything, please let us know.

The documents are currently with the attorney, and following the initial discussion, please take the month to review and provide staff with any amendments.

A final proposed POLICY can be approved at the next meeting, with the scheduling of a public hearing on the RULES to be held at the June 18th meeting, along with the Proposed Budget Discussions with the residents.

Fees for Use of the District's Recreation Facilities

1. User Fees for Owners of Property within the District: The District shall assess no user fees to owners of property within the District because such owners are required to pay special assessments for operation and maintenance expenses as an incident to ownership of property within the District.
2. User Fees for Non-Owners of Property: The District shall assess user fees to those individuals who do not own property within the District and are not House Guests or Allowed Renters (as defined in Definitions) but wish to use the District's recreation facilities (collectively "Non-Owner User"). The user fees shall be established each year in conjunction with the adoption by the District of its annual budget and shall apply to the following Fiscal Year.
3. Annual User Fee for Non-Owners: The annual fee shall be the sum of two components calculated as follows: (i) the total budgeted operation and maintenance assessment divided by the total number of dwelling units (Operational Component) for Fiscal Year total Budget; (ii) a surcharge of 20% of the Operational Component for administration. Each fee is calculated annually and is available at the District Manager's Office.
4. Fee Agreement: Non-Owner Users desiring to join for a year shall enter into a non-assignable agreement with the District to pay the fees described herein. The Agreement shall require that all fees be paid upon execution of the Agreement. The annual membership may be pro-rated if a Non-Owner User elects to join during the District's fiscal year. On the next October 1st (beginning of the District's fiscal year), the membership will be renewable but only for a full year period.

RECREATION FACILITIES RULES AND REGULATIONS

General Rules:

The following are the initial rules for usage of the Recreation Facilities:

1. Members, Allowed Renters, and their House Guests are to adhere to all promulgated rules. A violation of any of these Rules by a Member, Allowed Renter, or their House Guest(s) will result in the following at the discretion of the District staff/agents:
 - Verbal warning.
 - Immediate removal of child/adult that does not adhere to the verbal warning. The name, address and phone number of the Member or Allowed Renter will be taken. If a House Guest is the violator, both the House Guest and Member's/Allowed Renter's contact information will be garnered.
 - After removal, a written notice suspending privileges for a minimum of 90 days will be issued by the District Manager to the offender. If there are damages to person or property caused by the offender, payment for the damages incurred will have to be remitted to the District before privileges are reinstated. The owner of the property/residence located in the District is ultimately responsible for all damages incurred including but not limited to damages caused by the owner's House Guest, Allowed Renter, Allowed Renter's House Guest, or any of their respective families. If the child of a Member or Allowed Renter is suspended, then all family members residing in the household are suspended from usage of the Recreation Facilities as well. Damages include costs for service call, and (if warranted) emergency service calls, parts and labor as well as the District's administrative costs as applicable.
 - If an individual is asked to leave and refuses, if an individual refuses to provide identification when asked, or if an individual tries to use the Recreation Facilities while privileges are suspended, then such person is trespassing and authorities will be contacted.

- A written suspension or revocation can be appealed to the District Board of Supervisors at a regularly scheduled District meeting after submittal of a written request to the District Manager at least ten (10) calendar days prior to a regularly scheduled District meeting. If anyone chooses to appeal any decision of the Board, such person should ensure that a verbatim record of the proceedings is made.
 - Notwithstanding anything to the contrary contained herein, the District Board of Supervisors (either by itself or through an authorized agent) may immediately, at any time, restrict, suspend or remove any Member, Allowed Renter, and/or House Guest, when such action is necessary to protect the health, safety and welfare of the District, District property, or other individuals.
2. Each Member and Allowed Renter (including by definition all individuals in the household) must have a District issued “**Access Card**” with them at all times while using the Recreation Facilities. One Access Card for each individual in a household will be issued by the District at a charge of \$25.00 per household for each Member. There will be a \$25.00 charge per Access Card for replacements and identifications issued to Allowed Renters. Lost or stolen identifications are to be reported immediately to the District. The identification will only be issued to Members and/or Allowed Renters upon the presentation of sufficient proof of residency in the District. For Members (excluding Non-Owner Users), proof of residency will require presentation to the District of a photo identification of at least one member of the household, together with a copy of the deed or sales agreement for the District owned property. For Allowed Renters, proof of residency will require presentation to the District of a photo identification and a copy of the signed and dated lease agreement for the property leased at the District. The copy of the lease will be retained by the District.
 3. No smoking or chewing tobacco is permitted at any of the Recreation Facilities. No gum chewing is permitted at any Recreation Facilities.
 4. No alcohol shall be allowed at any Recreation Facilities without prior approval of the District Board of Supervisors. Persons suspected of being under the influence of drugs or alcohol shall be prohibited from using the Recreation Facilities.
 5. No animals or pets (except service animals as defined by applicable law) are allowed in or on any Recreation Facilities. All dog waste on District property must be picked up and properly disposed of. Pets must be leashed at all times when outside.

6. No bicycles, roller blades or skateboards permitted on the pool deck, or cabana.
7. Out of consideration for others, music must be kept at a low level when using any Recreation Facilities.
8. No glass or breakable items are allowed at any Recreation Facilities. Trash must be deposited in proper receptacles.
9. Rules and regulations of the Department of Health and other related governmental agencies having jurisdiction will be considered a part of these rules and regulations and will govern in any conflict of such rules and these promulgated rules.
10. Rules can be revised by the Community Development District Board of Supervisors as necessary in their sole and absolute discretion.
11. All persons using any of the Recreation Facilities do so at their own risk. The District and its officers, agents and employees assume no responsibilities, direct or indirect, for any personal injury or loss, including damage to personal property for usage of any of the Recreation Facilities.
12. For safety and liability reasons, all children under the age of fifteen (15) must be accompanied by an adult at all times while using the Recreation Facilities.
13. Except for preapproved activities, any loitering or parking on District property outside of posted hours is strictly prohibited. During allowed hours, vehicles shall be parked in designated areas only. Vehicles shall not park in any manner which has the effect of disrupting traffic. Bicycles shall be placed in bike racks in designated areas.
14. No fireworks of any kind are allowed on District property. The use of firearms or other projectiles is strictly prohibited.

Rules Specific to Usage of District Pool and Pool Related Facilities:

1. Pool hours will be from one half hour after sunrise to one half hour before sunset or as otherwise modified due to special events or unforeseen circumstances. There will be no night swimming as defined by Florida Administrative Code 64E-9.008(8).
2. No Life Guard on duty. All persons using the pool do so at their own risk.
3. For safety and liability reasons, as with all Recreation Facilities, no children under the age of 15 of a Member, Allowed Renter, or House Guest are permitted without adult supervision in the pool or pool area.

4. All persons using the pool must abide by the loading limits established by law for the maximum number of swimmers in the pool at one time.
5. Appropriate swimming attire (no cutoffs or thongs) must be worn at all times. No public nudity.
6. Infants and non-toilet trained children are required to wear swim diapers. Regular and cloth diapers are not permitted in the pool. Parents must change diapers in the bathroom facilities.
7. No food or beverages are allowed in the pool. No food, beverages of any kind, other than water, are allowed in the pool area. Food and coolers are allowed in the area where picnic tables are located between the pool area and Cabana.
8. No running, diving, jumping, pushing, nuisance activity, or other horseplay is allowed in the pool or pool area. No swinging on the pool ladders or railings, fences or gates.
9. No suds, bath beads or bath oils are allowed in the pool or whirlpool.
10. No fins or snorkels are allowed in the pool.
11. Radio controlled watercraft are not allowed in the pool area.
12. Pool furniture may not be removed from the pool deck area and shall not be placed inside the pool.
13. No one shall pollute the pool. Anyone who does so may be liable for any costs incurred in treating or correcting the problem. If contamination occurs, either because of pollution or a bio-hazard (e.g., blood), the pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill bacteria.
14. ~~Whirlpool use is for those 12 years of age or older, in accordance with recommendations by the Florida Department of Health. For safety and liability reasons, children age 12-14 cannot use the whirlpool without adult supervision.~~
15. If lightning is sighted, regardless of location, the entire pool area will be closed for at least thirty (30) minutes and anyone using the pool will be asked to leave for safety and liability reasons. If during that time no other lightning is seen, the pool will reopen. In the case of a thunderstorm (with thunder only) in the immediate area, the pool will be closed for at least fifteen (15) minutes. If no thunder is heard during that closed period, the pool will be reopened.

16. If any time the rain is so heavy that the bottom of the pool cannot be seen, the pool will be closed.

Rules Specific to Usage of District Basketball Facility:

1. The basketball facility will be available for usage only during the posted hours or as otherwise modified due to special events or unforeseen circumstances.
2. Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
3. Persons using the facility must supply their own equipment. Proper shoes and attire is required at all times when on the court. No cutoffs, swimsuits, or black soled shoes.
4. Courts may not be rented.
5. The facility is for the play of basketball only. All other uses including but not limited to the allowance of pets, roller blades, bikes, skates, skateboards and scooters are strictly prohibited at the facility.
6. Permitted beverages are required to have a screw top or sealed lid when at the facility.
7. No chairs other than those provided by the District are permitted on the court.
8. For safety and liability reasons, as with all Recreation Facilities, no children under the age of fifteen (15) are allowed to utilize the facility without adult supervision.

Rules Specific to Usage of District Lakes and Ponds:

1. Swimming, wading, boating, any type of watercraft to include remote controlled watercraft are prohibited in all lakes/ponds and other bodies of water owned by the District.
2. Members, Allowed Renters and House Guests may fish in the lakes and ponds, but only with a pole or rod. No spearing or netting allowed. All garbage, fishing lines, hooks and other refuse must be removed and properly disposed of.
3. The District has a strict catch and release policy for all fish and any other aquatic wildlife caught in the lakes and ponds. All such fish and wildlife are to be returned to the lake/pond from which caught.

4. Feeding of the wildlife is strictly prohibited. Violations will be reported to local authorities.

USE OF ALL RECREATION FACILITIES REQUIRES DUE CARE AND ALL INDIVIDUALS USING THE RECREATION FACILITIES USE THE FACILITIES AT THEIR OWN RISK. THE COMMUNITY DEVELOPMENT DISTRICT AND ITS OFFICERS, EMPLOYEES AND AGENTS SPECIFICALLY DISCLAIM ALL LIABILITY FOR SUCH USE. IN CASE OF EMERGENCY, DIAL 911. ALL EMERGENCIES AND INJURIES ARE TO BE ALSO REPORTED TO THE GATE HOUSE (_____) AND DISTRICT CHAIRMAN.

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ATTACHMENT "B"

RECREATION FACILITIES

Definitions:

- a) Members – Owners of Property within the District and paid-up Non-Owner Users as defined in Attachment A. The definition of Member includes all persons residing full-time in such individual's household, but specifically does not include Renters (as defined below).
- b) House Guests – A guest of a Member or Allowed Renter (as defined below) not residing in Member's or Allowed Renter's household. In order to use the Recreation Facilities (as defined below), a House Guest must be accompanied by a Member or Allowed Renter at least 15 years of age, whichever is applicable, at all times. Each household of a Member or Allowed Renter (as defined below) may bring up to a total of four (4) House Guests to use the Recreation Facilities (as defined below).
- c) Recreation Facilities – District-owned pool, clubhouse, exercise room/fitness center, tennis courts, and lakes/ponds.
- d) Renter – An individual and all persons residing full-time in such individual's household renting property within the District. A Renter renting property in compliance with applicable restrictions promulgated by _____ homeowners/condominium associations, as such restrictions may be amended from time to time, is entitled to the same privileges for usage of the Recreation Facilities as an owner of property within the District (hereinafter, "Allowed Renter"). All other Renters are not allowed usage of the Recreation Facilities unless they purchase a membership as a Non-Owner User. If Allowed Renters are using the Recreation Facilities, no other individual associated with such property, including the owner(s) of the property being rented is/are entitled to usage during such timeframe as the rental continues, unless such owner(s) purchase a Non Owner User membership.



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