

# K-Bar Ranch Community Development District

# Board of Supervisors' Meeting June 7, 2023

District Office: 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544 813-994-1001

www.kbarranchcdd.com

Professionals in Community Management

### K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT

K Bar Ranch Amenity Center 10820 Mistflower Lane, Tampa, FL 33647

Board of Supervisors	Vicki Shuster Frank Morales John Bowersox Edmund Radigan Cynthia Gustavel	Chairperson Vice Chairperson Assistant Secretary Assistant Secretary Assistant Secretary
District Manager District Manager	Debby Wallace Sean Craft	Rizzetta & Company, Inc. Rizzetta & Company, Inc.
District Counsel	Vivek Babbar	Straley Robin & Vericker
District Engineer	Tonja Stewart	Stantec Consulting

#### All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise Office the District at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)

1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

#### K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT DISTRICT OFFICE – Wesley Chapel, Florida (813) 994-1001 Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 www.kbarranchcddscdd.com

June 5, 2023

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

#### **REVISED AGENDA**

Dear Board Members:

The meeting of the Board of Supervisors of the K Bar Ranch Community Development District will be held on Wednesday, June 7, 2023, at 6:00 p.m. at the K-Bar Ranch II Amenity Center, located at 10820 Mistflower Lane, Tampa, FL 33647. The following is the final agenda for this meeting:

- 1. CALL TO ORDER / ROLL CALL
- 2. AUDIENCE COMMENTS ON ITEMS ON THE AGENDA

#### 3. STAFF REPORTS

A. Blue Water Aquatics

	A. Dide Water / iqualios
	1. Review of the Aquatics Inspection Report
	<b>2.</b> Review of the Midge Fly Treatment Report
	3. Review of the Pond Treatment Reports
	4. Consideration of Aquatic Maintenance Options Tab 4
	B. Landscape Inspection Specialist
	1. Review of Landscape Inspection Report
	C. Yellowstone
	1. Review of Landscaper Maintenance Comments
	D. District Chairperson
	E. District Counsel
	<ol> <li>Consideration of Proposals for District</li> </ol>
	Management Services (Under Separate Cover)
	2. Consideration of Field Inspection Service
	Proposals (Under Separate Cover)
	<ol><li>Consideration of Amenity Services (Under Separate Cover)</li></ol>
	F. District Engineer
	G. District Manager
	1. Review of the District Manager's Report
	<ol><li>Review of Rust Prevention Contract and Map Tab 8</li></ol>
4.	BUSINESS ITEMS
	A. Review of The Pressure Washing Areas MapTab 9
	B. Consideration of Amenities Area Landscape Upgrades
	<b>C.</b> Consideration of Resolution 2023-03,
_	Updating Assistant Secretaries
5.	BUSINESS ADMINISTRATION
	A. Consideration of Minutes of Board of Supervisors'
	Regular Meeting held on May 3, 2023
	B. Consideration of Operations & Maintenance
	Expenditures for April 2023

### 6. AUDIENCE COMMENTS ON OTHER ITEMS

#### 7. SUPERVISOR REQUESTS

#### 8. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, or to obtain a copy of the full agenda, please do not hesitate to contact Debby Wallace at <u>dbwallace@rizzetta.com</u>.

Sincerely,

### Debby Wallace

Debby Wallace District Manager Tab 1

Chris Thompson Blue Water Aquatics, Inc. 5/12/2023 | 17 Photos



# **K-Bar Ranch CDD 1 Aquatics Report**



# **May Aquatics Report**

According to the South West Florida Water Management District's rainfall summary, there has been just .42 inches of rain as of May 12th. Temperatures ranged from a high of 89 degrees to a low of 69 degrees. Water levels across Pasco County remain extremely low. Low water levels mean we are limited in algae treatment options due to the lower water volume. As algae dies off after treatment, it consumes oxygen in the water which can lead to fish kills if too much is treated at one time. We exercised an abundance of caution in our algae treatments this month. The littoral shelves are greening up nicely and starting to bloom. May and June are alligator mating season, remain vigilant near the shoreline. Nesting females can be aggressive if provoked.



The littoral shelf is dense and looking healthy. The water was free of algae this month. Routine spot spraying for non-natives will continue.

Project: K-Bar Ranch I CDD Date: 5/9/2023, 11:34am Creator: Chris Thompson

#### Pond 3

Special attention will be given to making sure water control structures are free of debris and vegetation as we move closer toward summer rains.



Project: K-Bar Ranch I CDD Date: 5/9/2023, 11:37am Creator: Chris Thompson



Pond 2

The skimmer is free of debris and excess vegetation.

Project: K-Bar Ranch I CDD Date: 5/9/2023, 11:38am Creator: Chris Thompson



The cutback opened up enough of a walking path to allow our techs to spot spray along the shore with a backpack. The dead vines will eventually break away and become unnoticeable. The shoreline currently has a nice pocket of Duck potato and ferns that will fill in nicely.

Project: K-Bar Ranch I CDD Date: 5/9/2023, 11:45am Creator: Chris Thompson

#### Pond 1



Project: K-Bar Ranch I CDD Date: 5/9/2023, 11:45am Creator: Chris Thompson



Very dry! This photo shows how shallow some ponds are. Techs treated for emergent growth along the shoreline.









The Jointed spike rush and Pickerel remain healthy and have plenty of moisture in the center of the pond.

Project: K-Bar Ranch I CDD Date: 5/9/2023, 11:56am Creator: Chris Thompson

#### Pond 601

The control structure is in good shape and unobstructed.

Project: K-Bar Ranch I CDD Date: 5/9/2023, 11:56am Creator: Chris Thompson

#### Pond 400

Very minimal algae was observed on 400 this month. Bladderwort was treated in December and has not returned.

Project: K-Bar Ranch I CDD Date: 5/9/2023, 12:05pm Creator: Chris Thompson







400 looks very good. The jointed spike rush is greening up and should fill in as we move into summer.

Project: K-Bar Ranch I CDD Date: 5/9/2023, 12:12pm Creator: Chris Thompson

#### EWR-1

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No algae or nuisance submerged plants to report this month. The shelf looks excellent and we will work to encourage growth around the entire shoreline.

Project: K-Bar Ranch I CDD Date: 5/9/2023, 12:06pm Creator: Chris Thompson



#### Pond 702

We treated some very minor filamentous algae gathered in pockets along the shoreline. The water body has no planktonic algae. We will continue spot spraying along the shoreline.

Project: K-Bar Ranch I CDD Date: 5/9/2023, 12:07pm Creator: Chris Thompson

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#### Pond 702 littoral shelf

The shelf is very dry but the plants are healthy. We focused on treating for cattails, primrose and alligator weed throughout the littoral shelf.

Project: K-Bar Ranch I CDD Date: 5/9/2023, 12:08pm Creator: Chris Thompson

### Pond 702 control structures

The control structures are unobstructed and free of excess vegetation.



Project: K-Bar Ranch I CDD Date: 5/9/2023, 12:09pm Creator: Chris Thompson



We treated for bladderwort in April. The treatment was successful. Just a few small remnants of dead bladderwort remain. These pieces will decompose and sink over the next week or two.

Project: K-Bar Ranch I CDD Date: 5/9/2023, 12:10pm Creator: Chris Thompson

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We will continue to treat for watergrass as needed. A systemic herbicide was added in April. This treatment will help prevent it from returning.

Project: K-Bar Ranch I CDD Date: 5/9/2023, 12:11pm Creator: Chris Thompson

#### Pond 500

We treat sporadic algae pockets this month. No exposed watergrass was spotted this month.



Project: K-Bar Ranch I CDD Date: 5/9/2023, 12:11pm Creator: Chris Thompson

# Tab 2

Blue Water Aquatics, Inc. Aquatic & Environmental Services 5119 State Road 54 New Port Richey, FL 34652 (727)842-2100 www.BluewaterAquaticsinc.com

Page 1 of 1 Monday, May 22, 2023 11:53:51 AM

# **Aquatic Services Report**

#### Technician

Chris Thompson

### Job Details

Service Date	5/15/2023
Customer	K-Bar Ranch CDD I
Weather Conditions	Sunny
Wind	E @ 3 mph
Temperature	88
Multiple Sites Treated	No
Pond Number	702
Service Performed	Treatment
Work Performed	✓ Midge Fly Control
Equipment Used	ATV/UTV
Water Level	Low
Restrictions	None
Observations/Recommendations	No flying adults observed. Everything looks great. We added Altosid larvicide to the water and spot sprayed the taller grasses along the shoreline. We will treat again in 30 days.

Tab 3

Blue Water Aquatics, Inc. Aquatic & Environmental Services 5119 State Road 54 New Port Richey, FL 34652 (727)842-2100 www.BluewaterAquaticsinc.com

Page 1 of 2 Friday, May 5, 2023 2:47:46 PM

## **Aquatic Services Report**

#### Technician

Doug Fitzhenry

### Job Details

Service Date	5/1/2023
Customer	K-Bar Ranch CDD I
Weather Conditions	Sunny
Wind	6
Temperature	82
Multiple Sites Treated	Yes

#### Ponds Treated Information

#### 1 of 3

Repeatable - 3 Count

### Pond Numbers

Service Performed

### Work Performed

Equipment Used

Water Level

Restrictions

#### Observations/Recommendations

#### 2 of 3

**Pond Numbers** 

Service Performed

Work Performed

**Equipment Used** 

Water Level

Restrictions

#### All north of kbar parkway

Treatment

Grasses

ATV/UTV

Low

None

All sites treated for invasive growth

400l 113x 100

Treatment

✓ Algae

ATV/UTV

Low

None

#### Blue Water Aquatics

Blue Water Aquatics, Inc.

Aquatic & Environmental Services 5119 State Road 54 New Port Richey, FL 34652 (727)842-2100 www.BluewaterAquaticsinc.cor Page 2 of 2 Friday, May 5, 2023 2:47:46 PM

# **Aquatic Services Report**

Observations/Recommendations	Sites treated for algae
3 of 3	
Pond Numbers	100
Service Performed	Treatment
Work Performed	✓ Algae
Equipment Used	ATV/UTV
Water Level	Low
Restrictions	None
Observations/Recommendations	Site treated for algae

Blue Water Aquatics, Inc. Aquatic & Environmental Services 5119 State Road 54 New Port Richey, FL 34652 (727)842-2100 www.BluewaterAquaticsinc.com

Page 1 of 1 Friday, May 5, 2023 2:53:49 PM

# **Aquatic Services Report**

#### Technician

Darren Maio

### Job Details

Service Date	5/1/2023
Customer	K-Bar Ranch CDD I
Weather Conditions	Partly Cloudy
Wind	14 MPH WSW
Temperature	83*
Multiple Sites Treated	Yes
Ponds Treated Information	Repeatable - 1 Count
1 of 1	
Pond Numbers	1, 2, 3, FPM AREA, FPM POND, 201, 301, 302, 501, 502, 503, 101, A, 1, 401, 601, 702, EWR-1, 701-M
Service Performed	Treatment

Equipment Used

Water Level

Restrictions

Observations/Recommendations

None

ATV/UTV

Low

Water levels are still quite low despite the rain. Today, grasses were targeted.

Blue Water Aquatics, Inc. Aquatic & Environmental Services 5119 State Road 54 New Port Richey, FL 34652 (727)842-2100 www.BluewaterAquaticsinc.com

Page 1 of 1 Friday, May 12, 2023 2:56:27 PM

# **Aquatic Services Report**

#### Technician

Darren Maio

### Job Details

Ponds Treated Information	Repeatable - 1 Count
Multiple Sites Treated	Yes
Temperature	88*
Wind	8 MPH ESE
Weather Conditions	Partly Cloudy
Customer	K-Bar Ranch CDD I
Service Date	5/12/2023

Pond Numbers	702, Controll Structures near FPM Pond
Service Performed	Treatment
Work Performed	<ul> <li>✓ Brush</li> <li>✓ Cattails</li> <li>✓ Grasses</li> </ul>
Equipment Used	ATV/UTV
Water Level	Low
Restrictions	None
Observations/Recommendations	Treated dried up latoral shelf. Sprayed around controll structures.

Tab 4



### **Aquatic Management Agreement – Option #1**

This Agreement, with an agreed upon service start date of **October 1, 2023**, is made between **Blue Water Aquatics, Inc**. (hereinafter "Blue Water Aquatics") located at 5119 State Road 54, New Port Richey, FL 34652, and **K-Bar Ranch CDD I** (hereinafter the "Customer"), c/o Rizzetta & Company, 3434 Colwell Avenue, Suite 200, Tampa, FL 33614.

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):

#### (34) Waterways 48,065 Linear Feet 56.10 Surface Acres @ NWL

**Contract Term:** The term of this Agreement shall be for twelve (12) consecutive months unless sooner terminated as provided herein.

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

⇒ Monthly Maintenance Program for Aquatic Weeds/Algae	\$2,599.00/month
⇒ Invasive Non-Native Plant Control	Included
$\Rightarrow$ Border Grass and Brush Control	Included
$\Rightarrow$ Algae and Submersed Aquatic Weed Control	Included
$\Rightarrow$ Trash & Debris Removal *	* Included
$\Rightarrow$ Pond Dye program (Where Needed)	Included
$\Rightarrow$ Aquatics Consulting	Included
$\Rightarrow$ Management Reporting	Included
Total Annual Contract Amount:	\$31,188.00/Year

Pond Maintenance - Twelve (12) Inspections per year, with treatments performed as necessary. Follow-up treatments 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 under this Agreement. Blue Water Aquatics will exercise its best judgment for the services needed, based upon growth and existing conditions at that time.

**Third Party Fees:** Customer agrees to reimburse Blue Water Aquatics for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portals.



**Payment of Services:** Customer agrees to pay Blue Water Aquatics within forty-five (45) days of invoice for work performed. Accepted forms of payments are Cash, Check, Money Order, Zelle, ACH or Credit Card (credit card payments will incur a 3.5% credit card fee for every credit card transaction). Any account over thirty (30) days past due is subject to suspension of future work under this Agreement. The Customer is responsible for all money owed on the account from the time it was established to the time Blue Water Aquatics receives a written notice of termination of services under the terms of this Agreement. If the account of Customer is not fully paid within sixty (60) days after the date of any invoice for work performed pursuant to this Agreement, Customer will be charged interest at the rate of one and one-half percent ( $1 \frac{1}{2}\%$ ) 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 affected. 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. Upon termination of this Agreement, Blue Water Aquatics shall be entitled to payment for all work and/or services rendered up until the effective termination date of the Agreement.

**Insurance:** Blue Water Aquatics will maintain the following insurance coverage: Workers' Compensation, General Liability, Automotive Liability and Property and Casualty. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming the Customer as "Additional Insured" may be provided upon Customer request, with Customer agreeing to pay for any additional costs associated with such request.

Automatic Renewal: This agreement shall automatically renew for a term equal to its original term unless written notice of termination has been received, or a new contract has been put into place.

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).

**E-Verify:** Blue Water Aquatics utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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

a. Water chemistry testing shall be conducted at the sole discretion of Blue Water Aquatics, Inc., for the specific purpose of improving the Aquatic Weed Control Program results.



b. Work as requested by Customer such as trash clean-up, physical cutting and / or plant removal and other manual maintenance can be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates.

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

Virgil Stoltz, VP/General Manager Blue Water Aquatics, Inc.

Customer

04/24/2023

Date

Date



#### Survey Sheet K-Bar Ranch CDD I Site & GEP Surveyed

<u>Site #</u>	Linear Footage (LF)	Total Acres @ NHWL	Sump Acres	Littoral Shelf Acres
1	500	0.27	0.27	N/A
2	1,090	0.91	0.91	N/A
3	2,405	2.33	1.67	0.66
4	560	0.22	0.22	N/A
5	1,820	1.22	N/A	1.22
6	2,130	3.40	2.34	1.06
WPMP	2,470	7.51	7.51	N/A
WPMA	1,160	1.69	1.60	N/A
EWR-1	1,155	1.29	1.29	N/A
100	960	0.80	0.80	N/A
101	1,395	1.24	1.24	N/A
200	1,165	0.97	0.97	N/A
201	535	0.25	0.25	N/A
202	210	0.06	0.06	N/A
300	1,930	3.52	3.52	N/A
301	630	0.35	0.35	N/A
302	1,050	0.78	N/A	0.78
400	2,115	2.55	2.55	N/A
500	1,915	1.50	1.50	N/A
501	1,340	1.57	1.57	N/A
502	800	0.71	0.71	N/A
100L	1,445	1.70	1.70	N/A
200L	1,445	1.70	1.70	N/A
300L	1,975	2.15	2.15	N/A
400L	670	0.33	0.33	N/A
500L	2,635	3.52	3.52	N/A

K-Bar Ranch CDD I WMM 10-01-2023 Option 1 HEADQUARTERS: 5119 State Road 54 New Port Richey, FL 34652 Phone: 727-842-2100 Email: Office@BlueWaterAquaticsInc.com



#### Survey Sheet K-Bar Ranch CDD I Site & GEP Surveyed

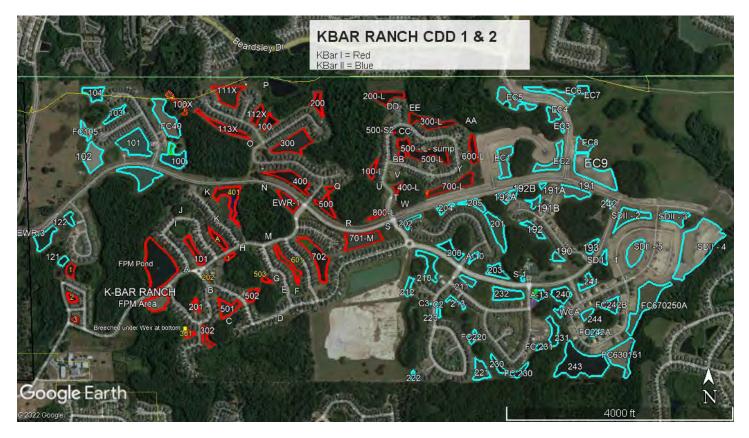
<u>Site #</u>	<u>Linear Footage (LF)</u>	Total Acres @ NHWL	Sump Acres	Littoral Shelf Acres
600L	1,250	1.40	1.40	N/A
700L	2,125	2.87	2.87	N/A
701M	1,985	2.93	2.93	N/A
800L	800	0.26	0.26	N/A
100X	1,450	0.72	0.44	0.28
111X	1,725	2.82	2.82	N/A
112X	940	0.88	0.88	N/A
113X	2,285	1.68	1.68	N/A
TOTAL	48,065	56.10	52.10	4.00



#### K-BAR RANCH CDD I

(PONDS OUTLINED IN <u>RED</u>)

Site Map



K-Bar Ranch CDD I WMM 10-01-2023 Option 1 HEADQUARTERS: 5119 State Road 54 New Port Richey, FL 34652 Phone: 727-842-2100 Email: Office@BlueWaterAquaticsInc.com

# **Blank Tab**



### Aquatic Management Agreement – Option #2

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**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 Maintenance Program for Aquatic Weeds/Algae	\$2,816.50/month
⇒ Invasive Non-Native Plant Control	Included
$\Rightarrow$ Border Grass and Brush Control	Included
$\Rightarrow$ Algae and Submersed Aquatic Weed Control	Included
$\Rightarrow$ Trash & Debris Removal *	* Included
$\Rightarrow$ Pond Dye program ( <i>Where Needed</i> )	Included
$\Rightarrow$ 6-Month EutroSorb <sup>®</sup> Program for Only Ponds A, 101, 601 & 702	Included
$\Rightarrow$ Aquatics Consulting	Included
$\Rightarrow$ Management Reporting	Included
Total Annual Contract Amount:	\$33,798.00/Year

Pond Maintenance - Twelve (12) Inspections per year, with treatments performed as necessary. Follow-up treatments performed at no additional cost.

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

EutroSorb<sup>®</sup> Program – Six (6) treatments per year, April through September.

Customer is aware that weather conditions such as, but not limited to, rain, cloud cover and wind may cause a delay in service. In which case, Blue Water Aquatics may not service property on a normally scheduled day. It is understood that depending on the length and severity of weather conditions, it may take Blue Water Aquatics varying amounts of time to fulfill all work covered under this Agreement. Blue Water Aquatics will exercise its best judgment for the services needed, based upon growth and existing conditions at that time.



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**E-Verify:** Blue Water Aquatics utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.



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

- a. Water chemistry testing shall be conducted at the sole discretion of Blue Water Aquatics, Inc., for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Work as requested by Customer such as trash clean-up, physical cutting and / or plant removal and other manual maintenance can be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates.

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Virgil Stoltz, VP/General Manager Blue Water Aquatics, Inc.

Customer

04/24/2023

Date

Date



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6	2,130	3.40	2.34	1.06
WPMP	2,470	7.51	7.51	N/A
WPMA	1,160	1.69	1.60	N/A
EWR-1	1,155	1.29	1.29	N/A
100	960	0.80	0.80	N/A
101	1,395	1.24	1.24	N/A
200	1,165	0.97	0.97	N/A
201	535	0.25	0.25	N/A
202	210	0.06	0.06	N/A
300	1,930	3.52	3.52	N/A
301	630	0.35	0.35	N/A
302	1,050	0.78	N/A	0.78
400	2,115	2.55	2.55	N/A
500	1,915	1.50	1.50	N/A
501	1,340	1.57	1.57	N/A
502	800	0.71	0.71	N/A
100L	1,445	1.70	1.70	N/A
200L	1,445	1.70	1.70	N/A
300L	1,975	2.15	2.15	N/A
400L	670	0.33	0.33	N/A
500L	2,635	3.52	3.52	N/A

K-Bar Ranch CDD I WMM 10-01-2023 Option 2 HEADQUARTERS: 5119 State Road 54 New Port Richey, FL 34652 Phone: 727-842-2100 Email: Office@BlueWaterAquaticsInc.com



#### Survey Sheet K-Bar Ranch CDD I Site & GEP Surveyed

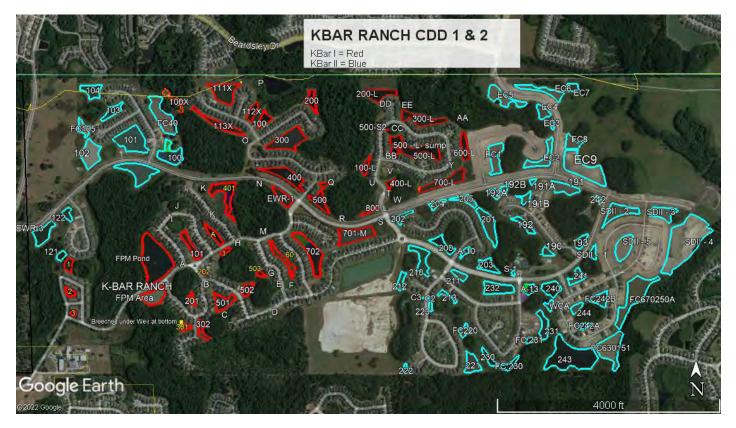
<u>Site #</u>	<u>Linear Footage (LF)</u>	Total Acres @ NHWL	Sump Acres	Littoral Shelf Acres
600L	1,250	1.40	1.40	N/A
700L	2,125	2.87	2.87	N/A
701M	1,985	2.93	2.93	N/A
800L	800	0.26	0.26	N/A
100X	1,450	0.72	0.44	0.28
111X	1,725	2.82	2.82	N/A
112X	940	0.88	0.88	N/A
113X	2,285	1.68	1.68	N/A
TOTAL	48,065	56.10	52.10	4.00



K-BAR RANCH CDD I (PONDS OUTLINED IN RED)

 $\sum_{i=1}^{N} \sum_{j=1}^{N} \sum_{i=1}^{N} \sum_{i$ 

Site Map



K-Bar Ranch CDD I WMM 10-01-2023 Option 2 HEADQUARTERS: 5119 State Road 54 New Port Richey, FL 34652 Phone: 727-842-2100 Email: Office@BlueWaterAquaticsInc.com

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### Aquatic Management Agreement – Option #3

This Agreement, with an agreed upon service start date of **October 1, 2023**, is made between **Blue Water Aquatics, Inc**. (hereinafter "Blue Water Aquatics") located at 5119 State Road 54, New Port Richey, FL 34652, and **K-Bar Ranch CDD I** (hereinafter the "Customer"), c/o Rizzetta & Company, 3434 Colwell Avenue, Suite 200, Tampa, FL 33614.

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):

(34) Waterways48,065 Linear Feet56.10 Surface Acres @ NWL

**Contract Term:** The term of this Agreement shall be for twelve (12) consecutive months unless sooner terminated as provided herein.

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

$\Rightarrow$ Monthly Maintenance Program for Aquatic Weeds/Algae	\$ 3,492.75/month
⇒ Invasive Non-Native Plant Control	Included
$\Rightarrow$ Border Grass and Brush Control	Included
$\Rightarrow$ Algae and Submersed Aquatic Weed Control	Included
$\Rightarrow$ Trash & Debris Removal *	* Included
$\Rightarrow$ Pond Dye program ( <i>Where Needed</i> )	Included
$\Rightarrow$ 6-Month EutroSorb <sup>®</sup> Program Property-Wide	Included
$\Rightarrow$ Aquatics Consulting	Included
$\Rightarrow$ Management Reporting	Included
Total Annual Contract Amount:	\$41,913.00/Year

Pond Maintenance - Twelve (12) Inspections per year, with treatments performed as necessary. Follow-up treatments performed at no additional cost.

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

EutroSorb<sup>®</sup> Program – Six (6) treatments per year, April through September.

Customer is aware that weather conditions such as, but not limited to, rain, cloud cover and wind may cause a delay in service. In which case, Blue Water Aquatics may not service property on a normally scheduled day. It is understood that depending on the length and severity of weather conditions, it may take Blue Water Aquatics varying amounts of time to fulfill all work covered under this Agreement. Blue Water Aquatics will exercise its best judgment for the services needed, based upon growth and existing conditions at that time.



**Third Party Fees:** Customer agrees to reimburse Blue Water Aquatics for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portals.

**Payment of Services:** Customer agrees to pay Blue Water Aquatics within forty-five (45) days of invoice for work performed. Accepted forms of payments are Cash, Check, Money Order, Zelle, ACH or Credit Card (credit card payments will incur a 3.5% credit card fee for every credit card transaction). Any account over thirty (30) days past due is subject to suspension of future work under this Agreement. The Customer is responsible for all money owed on the account from the time it was established to the time Blue Water Aquatics receives a written notice of termination of services under the terms of this Agreement. If the account of Customer is not fully paid within sixty (60) days after the date of any invoice for work performed pursuant to this Agreement, Customer will be charged interest at the rate of one and one-half percent ( $1\frac{1}{2}\%$ ) 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 affected. 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. Upon termination of this Agreement, Blue Water Aquatics shall be entitled to payment for all work and/or services rendered up until the effective termination date of the Agreement.

**Insurance:** Blue Water Aquatics will maintain the following insurance coverage: Workers' Compensation, General Liability, Automotive Liability and Property and Casualty. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming the Customer as "Additional Insured" may be provided upon Customer request, with Customer agreeing to pay for any additional costs associated with such request.

Automatic Renewal: This agreement shall automatically renew for a term equal to its original term unless written notice of termination has been received, or a new contract has been put into place.

**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).

**E-Verify:** Blue Water Aquatics utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.



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

- a. Water chemistry testing shall be conducted at the sole discretion of Blue Water Aquatics, Inc., for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Work as requested by Customer such as trash clean-up, physical cutting and / or plant removal and other manual maintenance can be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates.

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

Virgil Stoltz, VP/General Manager Blue Water Aquatics, Inc.

Customer

04/24/2023

Date

Date



### Survey Sheet K-Bar Ranch CDD I Site & GEP Surveyed

<u>Site #</u>	Linear Footage (LF)	Total Acres @ NHWL	Sump Acres	Littoral Shelf Acres
1	500	0.27	0.27	N/A
2	1,090	0.91	0.91	N/A
3	2,405	2.33	1.67	0.66
4	560	0.22	0.22	N/A
5	1,820	1.22	N/A	1.22
6	2,130	3.40	2.34	1.06
WPMP	2,470	7.51	7.51	N/A
WPMA	1,160	1.69	1.60	N/A
EWR-1	1,155	1.29	1.29	N/A
100	960	0.80	0.80	N/A
101	1,395	1.24	1.24	N/A
200	1,165	0.97	0.97	N/A
201	535	0.25	0.25	N/A
202	210	0.06	0.06	N/A
300	1,930	3.52	3.52	N/A
301	630	0.35	0.35	N/A
302	1,050	0.78	N/A	0.78
400	2,115	2.55	2.55	N/A
500	1,915	1.50	1.50	N/A
501	1,340	1.57	1.57	N/A
502	800	0.71	0.71	N/A
100L	1,445	1.70	1.70	N/A
200L	1,445	1.70	1.70	N/A
300L	1,975	2.15	2.15	N/A
400L	670	0.33	0.33	N/A
500L	2,635	3.52	3.52	N/A

K-Bar Ranch CDD I WMM 10-01-2023 Option 3 HEADQUARTERS: 5119 State Road 54 New Port Richey, FL 34652 Phone: 727-842-2100 Email: Office@BlueWaterAquaticsInc.com



### Survey Sheet K-Bar Ranch CDD I Site & GEP Surveyed

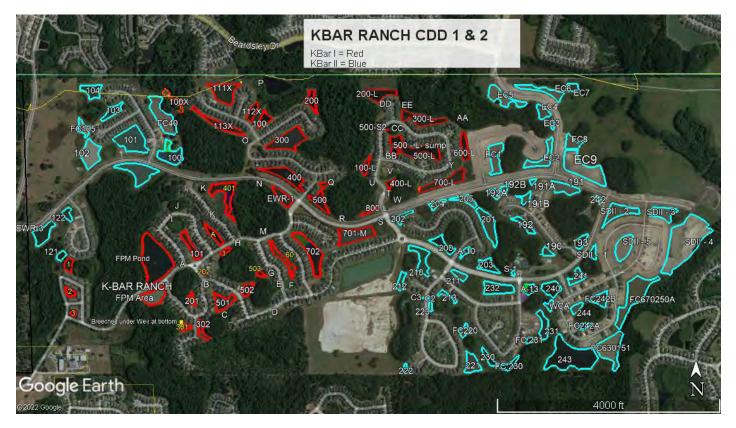
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100X	1,450	0.72	0.44	0.28
111X	1,725	2.82	2.82	N/A
112X	940	0.88	0.88	N/A
113X	2,285	1.68	1.68	N/A
TOTAL	48,065	56.10	52.10	4.00



K-BAR RANCH CDD I (PONDS OUTLINED IN RED)

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Site Map



K-Bar Ranch CDD I WMM 10-01-2023 Option 3 HEADQUARTERS: 5119 State Road 54 New Port Richey, FL 34652 Phone: 727-842-2100 Email: Office@BlueWaterAquaticsInc.com Tab 5

# **KBAR RANCH** LANDSCAPE INSPECTION REPORT



# May 24, 2023 Rizzetta & Company Jason Liggett – Landscape Specialist



# SUMMARY & K-Bar Ranch

### General Updates, Recent & Upcoming Maintenance

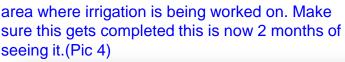
- > Address the red items on the report. Make sure crews are aware of the areas and correct them.
- > Make sure the irrigation is repaired and resolved in item # 4 it has been like this for 2 months,

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

1. Improve the vigor in the ligustrum hedges around the turn around circle at the amenity center. You can notice a very thin area in the middle of the hedge.(Pic 1)



- 2. We have the same issue with the ligustrum on the east side as you leave the clubhouse going down wild tamarind. Make sure the thin areas are getting adequate water.
- 3. Treat the bed weeds at the bassett creek monument sign.(Pic 3)
- 4. During my inspection will still had a marked







# K-Bar Ranch

- Prepare the beds for the next annual rotation to be installed. If more soil is needed add it to the beds.
- Something I have mentioned a lot is the policing oof bed weeds in the annual beds this needs to be competed weekly and hasn't been.(Pic 6)



7. Diagnose and treat the dieback in the viburnum odos on the exit side of the bassett creek drive as you are leaving the community.



8. During my inspection, the maintenance crews have missed the area near the cypress trees on the inbound side of Wild Tamarind before you get to the metal railing area. This needs to be mowed past the trees. (Pic 8) you can see this unsightly as you enter the community.

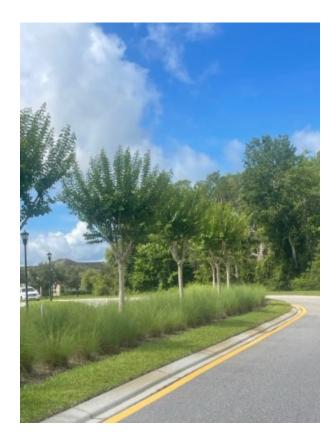




Tab 6



K-Bar Ranch CDD 5/30/23, 3:04 PM Josh oliva Tuesday, May 30, 2023 Prepared For Rizzetta 9 Observations Identified



### Healthy Landscape Property Manager



### White Fly Damage

YL Fert- Chem/ Property Manager White flies were treated on schilling throughout district and certain schilling with minimal Damage will be pocket pruned to rid plant of any spent foliage. Will continue to monitor.



### Crack Weeds YL Crew

Crack weeds throughout should be treated weekly with services



Plumbago Property Manager Plumbago are in great shape and pushing new growth



Trimming And Mowing Services Property Manager

Trimming and mowing services throughout are being completed

Overall Landscape In Great Shape





### Turf Weeds Property Manager

Minimal turf weed pressure. YL fert chem will apply selective herbicides to eliminate any sedge weeds from encroaching



## Pond Mowing/ String Trimming Signs

### Property Manager

Pond mowing is being completed throughout. As the rains progress into rainy season pond banks become more saturated and sometimes will be hard to mow. Yellowstone will communicate with district if we ever have any ponds too wet to mow.

Signs are being string trimmed

YL Crew - continue to string trim any pond bank signage throughout district weekly with services

Seasonal Flowers Property Manager Seasonal flowers to be installed june 1st.

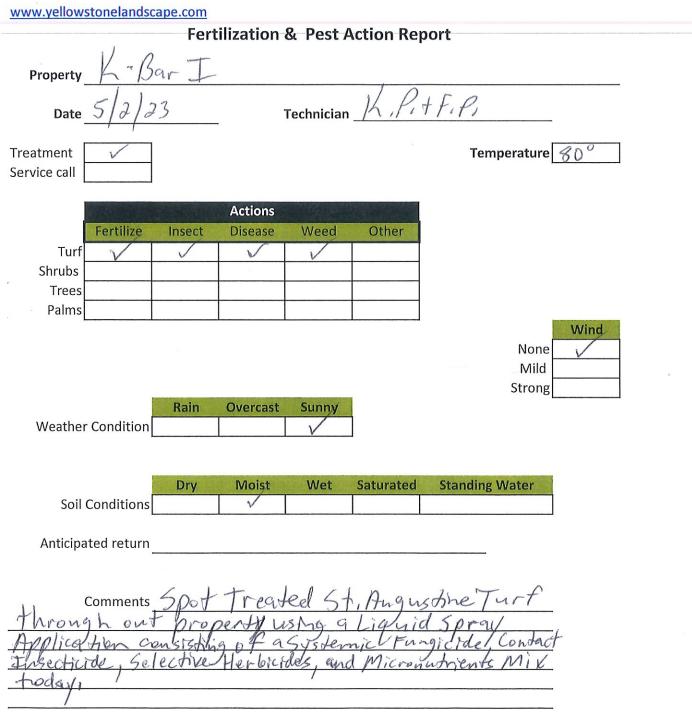
Josh Oliva

Yellowstone



#### Tampa

30319 Commerce Dr San Antonio, FL 33576



# Tab 7



### UPCOMING DATES TO REMEMBER

• Next Meeting: July 5th 2023 @ 6:00 PM

District Manager's Report	June 7	23	
neport			
FINANCIAL S	SUMMARY_	<u>4/30/2023</u>	٦
FINANCIAL S	SUMMARY & Investment Balance:	<u>4/30/2023</u> \$1,430,354	7
FINANCIAL S General Fund Cash			
FINANCIAL S General Fund Cash Reserve Fund Cash	& Investment Balance:	\$1,430,354	

Professionals in Community Management

Tab 8

# RUST-OFF, inc.

PROPOSAL TO:

### K BAR RANCH CDD NEW TAMPA, FL

#### ATT:

JOE ROETHKE JRoethke@rizzetta.com

(813) 933-5571 PHONE

#### WORK TO BE PERFORMED AT:

#### **K BAR RANCH CDD**

Submitted by: RUST-OFF, INC. 1-800-992-3111 FAX: (407) 328-0061 TOTAL PREVENTION AND REMOVAL

100% GUARANTEED

ENVIRONMENTAL COMMERCIAL HOTELS APARTMENTS HOSPITALS AND ALL OTHER BUILDINGS

DATE: MAY 6<sup>TH</sup> 2015

P.O. Box 470730 • Lake Monroe, FL 32747 • (407) 774-4141 FT. LAUDERDALE (954) 720-0457 • OTHER AREAS (800) 992-3111 WWW.RUST-OFF.NET

### **RUST PREVENTION PROPOSAL**

This is a maintenance agreement KBAR RANCH CDD and Rust-Off, Inc. for the prevention of rust staining caused by iron sulfide in sprinkler water. This is an annual renewable contract and can be terminated by either party with a 30-day written notice. Price is based on your counties current watering guidelines.

### **SERVICE LOCATION: (3) IRRIGATION WELLS**

You will be charged a FLAT RATE OF \$ 595.00 PER MONTH. Price includes delivery and dispensing of RX-10 preventive chemical into (3) holding tanks, and scheduled removal of rust staining should it reoccur. Some fading to painted surface can occur during the rust removal process. This price is for watering based on your counties current watering schedule.

### **START-UP PRICES**

Clean Existing Rust Stains from Property	.NO CHARGE
Rust Prevention System	NO CHARGE

Rust-Off, Inc will retain ownership of Rust Prevention System.

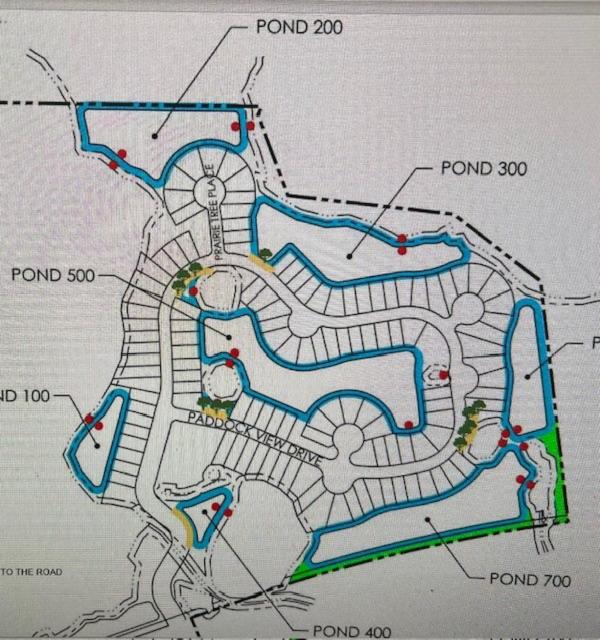
Above pricing does not include Florida State sales tax.

### ACCEPTED BY:

Scott Burch Rust-Off, Inc. Manager

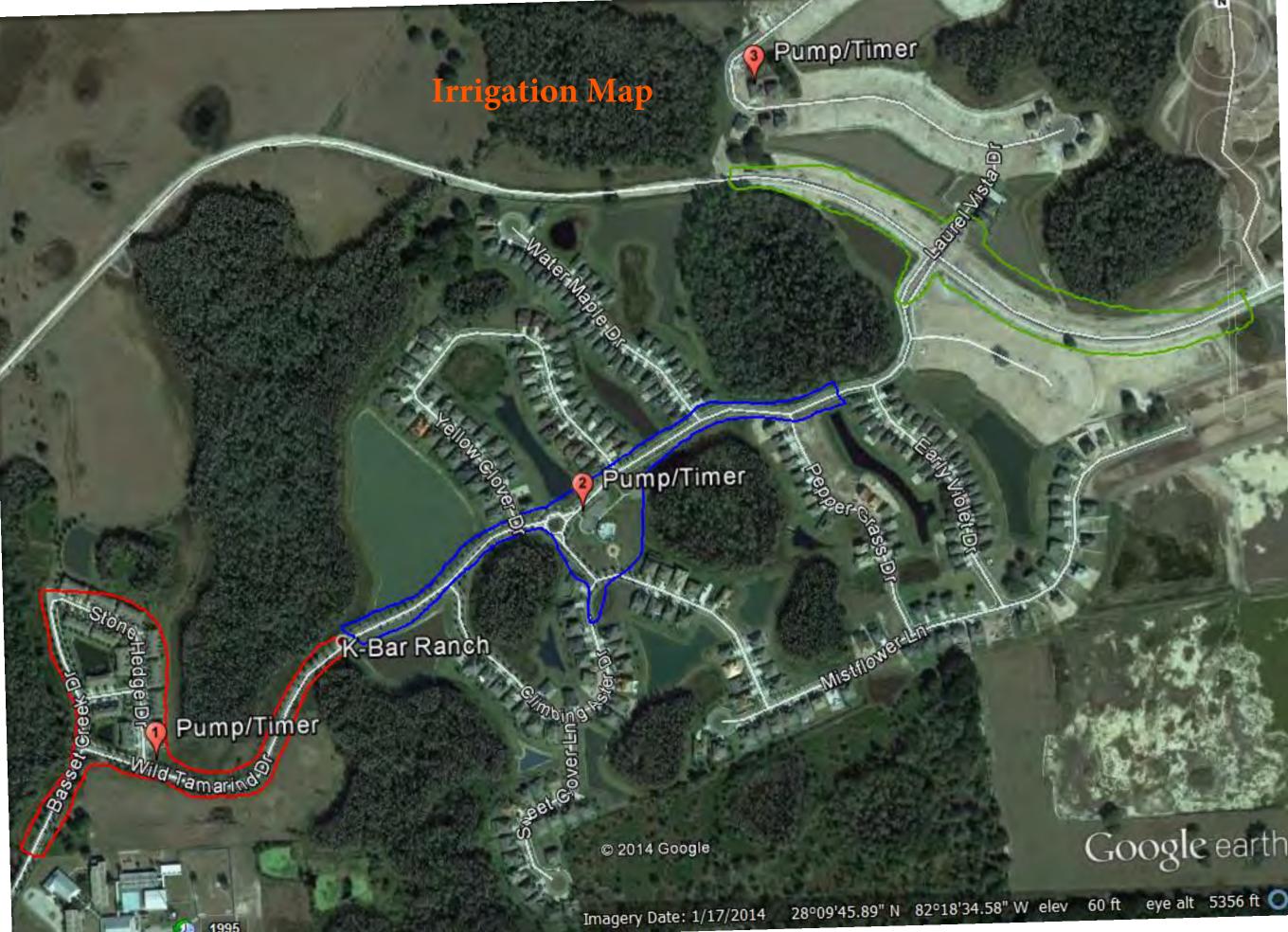
P.O. Box 470730 • Lake Monroe, FL 32747 • (407) 774-4141 FT. LAUDERDALE (954) 720-0457 • OTHER AREAS (800) 992-3111 WWW.RUST-OFF.NET

Date





Tab 9



# Tab 10

May 31, 2023



Dear Mrs. Vicki Shuster:

Thank you for considering Oasis Amenities, LLC (Oasis Amenities) to assist you in the landscape architecture design for K-Bar Ranch Amenity Update. Our years of previous experience with creating neighborhoods puts us in a unique position to add value to your community and accelerate the commencement of construction. We look forward to many more opportunities to work with you.

Our work shall be in accordance with applicable governmental regulations, including, but not limited to, City of Tampa.

### AGREEMENT FOR HARDSCAPE AND LANDSCAPE CONSTRUCTION PLANS

The following Agreement is made between:

Oasis Amenities, LLC 107 N. 11<sup>th</sup> Street Suite 704 Tampa, FL 33602

Herein referred to as Oasis Amenities LLC, and

Vicki Shuster K-Bar Ranch Community Development District 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Herein referred to as Client,

### PROJECT

K-Bar Ranch Amenity Update

Vicki Shuster May 31, 2023 Page 2 of 10

### SCOPE OF PROJECT

### 1.0 General Scope of Work

### A. Hardscape Construction Plans

- 1. Oasis Amenities shall prepare hardscape construction plans. These plans will be based on the approved 2023-03-23 Kbar Ranch Concept 03 Updated (Exhibit A).
- 2. Oasis Amenities shall prepare hardscape construction documents.
- 3. Oasis Amenities shall prepare final hardscape design from the approved programing site plan.
- 4. Hardscape construction documents shall include plans, related details, notes, and specifications.
- 5. Oasis Amenities shall specify site furnishings. Site furnishings will be included within the hardscape construction plans. Upon final selection by Client, Oasis Amenities will prepare associated details required for installation, if not provided by manufacturer. Details will specify materials, finishes, and colors as necessary. Site furnishings may include benches, drinking fountain, and bicycle rack.

### B. Landscape Construction Plans

- 1. Oasis Amenities shall prepare landscape construction plans. These plans will be based on the approved 2023-03-23 Kbar Ranch Concept 03 Updated (Exhibit A).
- 2. Amenities shall prepare landscape construction documents.
- 3. Oasis Amenities shall prepare final landscape design from the approved programing site plan.
- 4. Landscape construction documents shall include plans, related details, notes, and on drawings and/or written specifications.

### C. Sub Consultants

1. Electrical Construction Plans

- a. Oasis Amenities shall use an electrical engineer sub consultant to provide the electrical engineer construction plans.
- b. Final electrical engineer design shall be based upon the splash pad.
- c. Electrical engineer construction drawings shall be signed and sealed for submittal to the municipality.
- 2. <u>Splash Pad Construction Plans</u>
  - a. Oasis Amenities shall use a splash pad engineer sub consultant to provide the splash pad construction plans.
  - b. Splash pad construction documents shall include plans, related details, notes, opinion of costs, and specifications.
  - c. Slash pad construction drawings shall be signed and sealed for submittal to the municipality.

### D. Coordination Meetings

1. Oasis Amenities shall attend up to two (2) meetings with Client's Engineer to coordinate the hardscape and landscape items that need to be included within the civil engineering plans.

### E. Construction Administration

### **Construction Services**

1. Oasis Amenities Construction Plans Review

Oasis Amenities, LLC shall perform construction observation services to meet the requirements of the Owner. No full-time construction observation shall be provided on the project; however, Oasis Amenities will visit the site on a regular schedule. Further, construction observation person will be available for meetings as requested by Owner or Contractor. Vicki Shuster May 31, 2023 Page 4 of 10

Oasis Amenities, LLC will be performing the construction observation services on the progress of construction. Our efforts will include:

- a. Review and process Contractor's shop drawings and material submittals.
- b. Review proposed substitutions and select final products.
- c. Review pay requests and process change orders.
- d. Review all progress reports, substantial completion reviews and punch lists.
- e. Total of two (2) reviews and one (1) final review.

### 2.0 SERVICES NOT INCLUDED

- 2.1 Architecture
- 2.2 Construction Management
- 2.3 Design Build
- 2.4 Civil Engineering
- 2.5 Operations
- 2.6 Sustainability Solutions
- 2.7 Construction

### 3.0 RESPONSIBILITIES OF CLIENT

- 3.1 Clint will provide a signed contract to initiate services
- 3.2 Client to provide a budget
- 3.3 Client to provide the accounting information for billing

Vicki Shuster May 31, 2023 Page 5 of 10

### 4.0 COMPENSATION

4.1 Fee - The compensation for services pursuant to the Scope of Services. The Client shall be billed for items outside the scope of services per the fee schedule rates upon written authorization.

Task Number	Description	Job Number	Fee Туре	Fee Amount
1.A., 1.B.,	Hardscape & Landscape Construction Plans	TBD	Lump Sum	
1.C.1	Electrical Construction Plans	TBD	Lump Sum	
1.C.2	Splash Pad Construction Plans	TBD	Lump Sum	\$ 12,000.00
1.D.	Coordination Meeting	TBD	Lump Sum	
1.E.	Construction Administration	TBD	Lump Sum	
			Sub Total	\$12,000.00

#### **Oasis Amenities Design Drawings \$12,000.00**

#### **REIMBURSABLE EXPENSES & REVISIONS:**

5.0.	Reimbursable Expenses	TBD	Hourly/ Not to Exceed	\$ 0
5.0.	Revisions	TBD	Hourly/ Not to Exceed	\$ 0
Sub Total			\$0	
			Total	\$12,000.00

This proposal is void unless otherwise executed by Client within 60 days of the date of this proposal. If the proposal has not been executed and returned within 60 days, all professional fees shall be subject to reevaluation by Oasis Amenities, LLC.

Vicki Shuster May 31, 2023 Page 6 of 10

### 5.0 FEE SCHEDULE

Effective through October 31, 2023

Hourly rates are summarized as follows:

Principal	\$185.00
Senior Project Manager	\$135.00
Landscape Architecture	\$160.00
Senior Designer	\$ 85.00
CADD Technician	\$ 75.00
Clerical	\$ 55.00

Reimbursables: Reimbursable out-of-pocket expenses are not included in the service fee. They will be invoiced at cost plus ten percent (10%). Such expenses include copies, blueprints, overnight delivery charges, travel cost, etc.

Terms: This project shall be executed on a lump sum basis for work described herein. Additional services will be charged on an hourly basis, when requested by the Client.

Expenses: If this project requirements or services not provided by Oasis Amenities such as aerial photography, sub-surface investigations, laboratory and testing costs, and governmental and miscellaneous fees, shall be payable directly by the Client or shall be reimbursed to Oasis Amenities if advanced by them. Expenses not a part of normal overhead that are incurred by Oasis Amenities shall be reimbursed by the Client, including printing and reproduction costs, and traveling expenses. The above fees are based on reasonable continuity of Oasis Amenities work and construction contracts, and on completing each task a single time.

Repeated services, services involving changes, and services other than those specified above shall be payable at current hourly and per diem rates.

Vicki Shuster May 31, 2023 Page 7 of 10

### 6.0 METHOD OF PAYMENT

Once this contract is executed a deposit of \$1,200.00 is due prior to the start of substantial work. The remaining payment of \$10,800.00 will be paid monthly based on the percentage of work completed. Past due accounts shall be subject to interest at the rate of 1-1/2% of the daily balance. Client shall pay Oasis Amenities attorney fees arising in Actions required for collection of fees. It is understood that it is customary in business credit transactions for information regarding credit history to be supplied to Oasis Amenities.

### GENERAL

Original documents and drawings are and shall remain the property of Oasis Amenities, except where otherwise provided by legal statute or specifically set out above; reproduction of said documents and drawings shall not be used on additions to the project or on any other project except upon written agreement with Oasis Amenities. This agreement shall not be assigned without written consent on the other party.

The Client agrees to limit Oasis Amenities liability due to Oasis Amenities negligent acts, errors, or omissions to the Client, and to all construction contractors and subcontractors on the project. The total aggregate liability of Oasis Amenities to all those named shall not exceed Oasis Amenities total fee for services rendered on this project.

### AUTHORIZATION

The Scope of Services and Contractual Conditions are acceptable and Oasis Amenities, LLC is authorized to proceed.

By: Mot Chinaman	Ву:
Name: Scott Andreasen	Name:
Title: Owner	Title:
Date: May 31, 2023	Date:

### 7.0 ASSUMPTION AND WORK SPECIFICALLY EXCULDED FROM THIS CONTRACT

- 7.1 Any work that is not specifically included herein, shall be presumed to be excluded from this Contract.
- 7.2 Engineering design and survey information (by others) will be provided to Oasis Amenities in AutoCAD format and will include the property boundary, adjacent roadways, existing site conditions (trees, topography, and wetlands), proposed grading, and pond locations.
- 7.3 The overall layout will be provided to Oasis Amenities in AutoCAD format and will include the existing and proposed roadways, proposed residential and non-residential land uses within and adjacent to the community.
- 7.4 Obtaining variances or waivers, if required, from Land Development Codes, regulations, or policies.
- 7.5 The following are specific exclusions that may be offered beneath a separate contract:
  - a. Right-of-way Use Permit
  - b. Maintenance and License Agreement
  - c. Maintenance of Traffic Plan
  - d. Construction Inspections and/or Certification
  - e. As-built Drawings
- 7.6 Permitting and submittal fees for all agencies.
- 7.7 Any work associated with the actual preparation of legal documentation.
- 7.8 Securing of permits, if required, from the Corps of Engineers and Environmental Protection Commission.
- 7.9 Survey (by others) will be provided to Oasis Amenities in AutoCAD format.

- 7.10 Architecture Buildings (by others) will be provided to Oasis Amenities in AutoCAD format.
- 7.11 IT, Audio, Camera, and Video (by others) will be provided to Oasis Amenities in AutoCAD format.
- 7.12 Site Civil Engineering
- 7.13 Video Production
- 7.14 Client to approve preliminary construction budgets prior to commencement of construction design phase.

Vicki Shuster May 31, 2023 Page 10 of 10

#### 8.0 ACCOUNTING INFORMATION FORM

Oasis Amenities Accounting is seeking to have the following information to be able to properly communicate with your accounting department.

Accounts Payable Contact:

Name:			
Phone:			

Email:\_\_\_\_\_

Address:	•	
-		

Address:		

#### Accounting Address Oasis Amenities:

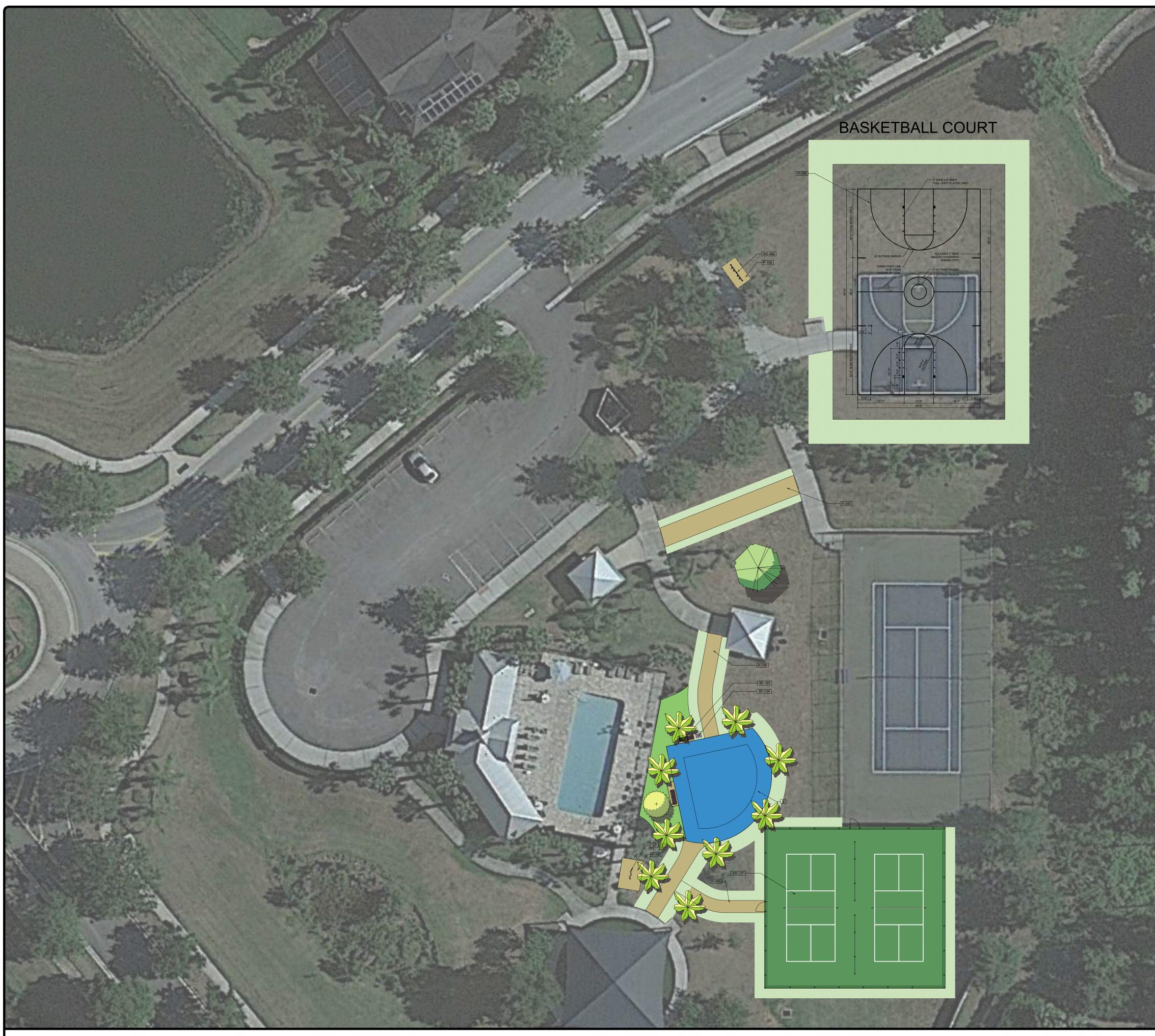
Stacey Beck Oasis Amenities, LLC 710 E. Reynolds St. Plant City, FL 33563 Email: <u>accounting@oasisamenities.com</u>

C: Accounting Oasis Amenities, LLC Jake Rogers, Oasis Amenities, LLC Dean Atkinson, Oasis Amenities, LLC

D:\Oasis Amenities\Company\Contracts\Draft Contracts\K-Bar Ranch Amenity\K-Bar Amenity- Contract - Landscape & Hardscape Construction.docx

Architecture | Construction Management | Design Build | Engineering Landscape Architecture | Operations | Planning | Sustainability Solutions

# Exhibit A



# **Kbar Amenity Conceptual Site Plan 03**

This material shall not be used by you or transferred to any other party for u ©2021 Oasis Amenities LLC.

# Exhibit A

REFEREN	ICE NOTES SCHEDULE KABR HS		
SYMBOL	DESCRIPTION	QTY	DETAIL
3	SPLAH PAD		
	ATHLETIC SPORTS		
SYMBOL	DESCRIPTION	QTY	DETAIL
AS-137	REC - PICKLEBALL COURT SYSTEM - DOUBLE COURT	1	
AS-302	REC - FITNESS - CHIN UP HIGH/LOW COMBO STATION - GT - GT FIT ADVANCED SERIES	1	
		1	-
	PAVING		
SYMBOL	DESCRIPTION	QTY	DETAIL
P-100	CONCRETE - 4" - BROOM FINISH - TROWELED EDGE	1,381 sf	1/L-360
P-280	ASPHALT - MINOR ROADS / PARKING LOTS	4,851 sf	
	SITE FURNISHINGS		
SYMBOL	DESCRIPTION	QTY	DETAIL
SF-101	BENCH- 69"W x 23"D x 32"H - D - BENCH 270	2	
SF-134	TRASH RECEPTACLE -SINGLE - 26"W x 39"H x 19"D - A - EXPOSITION - 22 GAL	1	
SF-173	BIKE RACK - 5 BIKE- A - METRO 3 LOOP	1	
	SITE STRUCTURES		
SYMBOL	DESCRIPTION	QTY	DETAIL
SS-151	SHADE SAIL 20`x36` -LS- SKYWAYS CANTILEVER SHADE	1	

2023-03-23 11:30

PLANT SCHEDULE KBAR LS				
CONCEPT TREES	CODE	COMMON NAME		
	PTS18	PALM TREE - SMALL		
++	TUF	TREE UNDERSTORY - FLOWERING		
	TSL4	TREE SHADE - LARGE		
SHRUB AREAS	CODE	COMMON NAME		
	LA	LANDSCAPE AREA		
SOD	CODE	COMMON NAME		
	PN	Argentine Bahia		

# City of Tampa

REVISIONS CONCEPT 01 CONCEPT 02 CONCEPT 03

DATE 03-01-2022

DATE 07-26-2022 08-02-2022 03-23-2023 SEA

JOB NO. 221-XXX

SCALE: 1" = 20'-0" HALF SCALE 11" BY 17" A MENITIES 710 E. Reynolds St. Plant City, FL 33563 Ph: (833) 381-2249 I www.OasisAmenities.com

N

# Tab 11

#### **RESOLUTION 2023-03**

#### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the K-Bar Ranch Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to re-designate the Officers of the District.

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

Section 1.	Vicki Shuster	is appointed Chairperson.
Section 2.	Frank Morales	_ is appointed Vice Chairperson.
Section 3.	Pete Radigan	_is appointed Assistant Secretary.
	John Bowersox	_ is appointed Assistant Secretary.
	<u>Cindy Gustavel</u> Sean Craft	_ is appointed Assistant Secretary. is appointed Assistant Secretary.
	Darryl Adams	_ is appointed Assistant Secretary.

<u>Section 5</u>. This Resolution shall become effective immediately upon its adoption.

#### PASSED AND ADOPTED THIS 7 TH DAY OF JUNE, 2023.

#### K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT

Chair/Vice Chair

Attest:

Secretary/Assistant Secretary

## **Tab 12**

1		
2		
3		MINUTES OF MEETING
4		
5	Each person who decides to ap	ppeal any decision made by the Board with respect to any
6		ng is advised that the person may need to ensure that a
7	verbatim record of the proceed	ings is made, including the testimony and evidence upon
8	which such appeal is to be base	d.
9		
10		
11		K-BAR RANCH
12	COMMU	JNITY DEVELOPMENT DISTRICT
13		
14	<b>J</b>	Board of Supervisors of the K-Bar Ranch Community
15	•	on Wednesday, May 3, 2023, at 6:00 p.m., at the K- Bar
16	Ranch II Amenity Center located	l at 10820 Mistflower Lane, Tampa, FL 33647.
17		
18	Present and Constituting a Que	orum:
19		
20	Vicki Shuster	Board Supervisor, Chair
21	Frank Morales	Board Supervisor, Vice Chair
22	John Bowersox	Board Supervisor, Assistant Secretary
23	Cindy Gustavel	Board Supervisor, Assistant Secretary
24	Pete Radigan	Board Supervisor, Assistant Secretary
25		
26	Also Present:	
27		
28	Debby Wallace	District Manager, Rizzetta & Company, Inc.
29	Sean Craft	District Manager, Rizzetta & Company, Inc.
30	Vivek Babbar	District Counsel, SRV
31	Tonja Stewart	District Engineer, Stantec Consulting
32	Jason Liggett	Landscape Specialist
33	Josh Oliva	Yellowstone Landscape
34 25	Virgil Stoltz	Blue Water Aquatics
35	Chris Thompson	Blue Water Aquatics
36	Audience	Present
37	Audience	Fresent
38 39	FIRST ORDER OF BUSINESS	Call to Order
40	FIRST ORDER OF BUSINESS	
40 41	Ms. Wallace called the me	eting to order at 6:01 p.m. and conducted roll call.
4⊥ 42		
42 43		
43 44		
45		
46		
-0		

47	SECOND ORDER OF BUSINESS	Audience Comments
48 49	The Board board audience comments pe	rtaining to center upgrades, alternate meeting
50	venue, and the drag racing on K Bar Ave	
51 52	THIRD ORDER OF BUSINESS	Staff Reports
53 54	A. Blue Water Aquatics	
55	1. Review of the Aquatics Inspe	ction Report
56	Mr. Stoltz presented the report to	•
57		
58	The Board held a brief discussion	about the native vegetation.
59		
60	2. Review of the Midge Fly Trea	
61	Mr. Stoltz presented the report to	the Board. The Board had no comments.
62		
63	3. Review of the Water Maple Co	•
64	Mr. Stoltz presented the report to	the Board. The Board had no comments.
65	4. Or antidentitient of Demonstration	of Existing Contract Outline #4 with out
66		of Existing Contract Option #1 without
67	EutroSORB Treatment Proposa	
68 69	The Board has tabled this until the	Julie meeting.
70	5 Consideration of Renewal Or	otion #2 EutroSORB Treatments on Ponds
71	A, 101, 601, & 702 Proposal	
72	The Board has tabled this until the	e June meeting.
73		
74	6. Consideration of Renewal	Option #3 EutroSORB Property Wide
75	Proposal	
76	The Board has tabled this until the	June meeting.
77		-
78	B. Landscape Inspection Specialist	
79	1. Review of the Landscape Ins	•
80	Mr. Liggett presented the report to	the Board.
81		
82		a large Oak tree on CDD property with limbs
83		llowstone will investigate the issue and report
84	back to the Board.	
85	C. Vellowetere	
86	C. Yellowstone	mmonto
87 00	1. Review of the Landscaper Co Mr. Oliva presented the report to t	
88 89		
90		
91		
92		

93 2. Consideration of the Summer Mix Flower Installation Proposal 94 On a motion by Ms. Shuster and seconded by Ms. Gustavel, with all in favor, the Board of Supervisors approved the Summer Mix Flower Installation Proposal for \$1,989.00, as presented, for K-Bar Ranch Community Development District. 95 3. Consideration of Tamarind Car Crash Clean-Up Proposal 96 97 On a motion by Mr. Morales and seconded by Ms. Shuster, with all in favor, the Board of Supervisors approved the Tamarind Car Crash Clean-Up Proposal totaling \$1,865.980, as presented, for K-Bar Ranch Community Development District. 98 D. District Counsel 99 Mr. Babbar reported to the Board that Bill 119 just passed. This Bill makes it 100 101 mandatory for all Board members to go through ethics training beginning in 2024. The Board agreed to dedicate one meeting to the training. The course 102 will be purchased at the District's expense and The Board of Supervisors 103 will not be compensated for their time for the training. 104 105 1. Consideration of Proposals for District Management Services 106 107 The Board had tabled this until the June meeting. 108 E. District Engineer 109 Ms. Stewart had a brief discussion with the Board about the amenities' 110 111 upgrades. 112 113 F. District Manager Report 114 Ms. Wallace reminded the Board the next meeting will be on Wednesday. June 7, 2023, at 6:00 PM at the K-Bar II Ranch Amenity Center, located at 115 10820 Mistflower Lane, Tampa, FL 33647. This meeting will include the 116 discussion for the proposal budget for FY 2023/2024. 117 118 1. Review of the District Manager's Report 119 120 Ms. Wallace presented the report to the Board. 121 122 The Board held a brief discussion about the amenity hours and 123 agreed as of May 1<sup>st</sup> the hours will follow what is listed on the website (7am-8:30pm). 124 125 2. Review of the Website Audit 126 The Board reviewed the report and had no comments. 127 128 129 130 131 132

FORTH ORDER OF BUSINESS	Presentation of FY 2023-2024 Revised Proposed Budget
The Board held a brief discussion a	bout the proposed budget.
1. Consideration of Resolution Budget & Setting Public Hearing.	2023-02, Approving FY 2023-2024 Proposed
The Board agreed to hold the FY 6p.m.	2023-2024 Budget meeting on August 2, 2023 at
of Supervisors approved the Resolut	ded by Mr. Radigan, with all in favor, the Board ion 2023-02, Approving the FY 2023-2024 ing, for K-Bar Ranch Community Development
The Board held a brief discussion a the new amenities are built.	about wanting to have another Reserve Study after
The Board agreed at the end of the	lease agreement they want to explore going solar.
The Board would like the rust stains They would like a map of the areas	s in the community investigated by Under Pressure. that are being pressure washed.
FIFTH ORDER OF BUSINESS	Consideration of Repairs to Street Signs Proposals
The Board held a brief discussion a District Counsel to draft an agreem	about the proposal and would like the nent.
•	ded by Mr. Radigan, with all in favor, the Board Street Signs Proposals totaling \$2,480.00, for District.
SIX ORDER OF BUSINESS	Review of the Final Audit
The Board reviewed the final audit	s and have no comments.

SEVENTH ORDER OF BUSINESS	Consideration of Minutes of Board of Supervisors' Regular Meeting held on April 5, 2023
	ded by Ms. Gustavel, with all in favor, the Board /linutes from April 5, 2023, as amended, for K- strict.
EIGHTH ORDER OF BUSINESS	Consideration of the Operation and Maintenance Expenditures for March 2023
The Board reviewed the expenditune have the Office Dynamics invoice	ures totaling \$52,762.61 and requested to investigated.
	ded by Ms. Shuster, with all in favor, the Board nd Maintenance Expenditures for March 2023 anch Community Development District.
NINTH ORDER OF BUSINESS	Audience Comments on Other Items
A resident commented on the ide current TECO agreement expires.	a of going to solar with the streetlights once thei
TENTH ORDER OF BUSINESS	Supervisor Requests
Ms. Shuster will follow up with Oasi area upgrades.	s to get a proposal and the designs for the amenities
The Board requested proposals for proposals for proposals for District Management	or Field Inspection services along with t services.
ELEVENTH ORDER OF BUSINESS	Adjournment
Ms. Wallace stated that if there we Board, then a motion to adjourn w	was no further business to come before the rould be in order.
	conded by Mr. Gustavel, with all in favor, the eting at 8:06 p.m. for K-Bar Ranch Community
·	
Secretary / Assistant Secretary	Chair / Vice Chair

**Tab 13** 

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

#### District Office · Wesley Chapel, Florida · (813) 994-1001 Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 www.kbarcdd.org

#### Operation and Maintenance Expenditures April 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2023 through April 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$72,007.42

Approval of Expenditures:

\_\_\_\_ Chairperson

\_\_\_\_ Vice Chairperson

\_\_\_\_ Assistant Secretary

#### K-Bar Ranch Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

Vendor Name	Check #	Invoice Number	Invoice Description	Inv	oice Amount
Blue Water Aquatics, Inc.	100225	29834	Aquatic Service 03/23	\$	2,260.00
Blue Water Aquatics, Inc.	100233	30021	Aquatic Service 04/23	\$	195.00
Blue Water Aquatics, Inc.	100234	30020	Pest Control Services 04/23	\$	250.00
Blue Water Aquatics, Inc.	100235	29952	Aquatic Service 04/23	\$	2,260.00
City of Tampa Utilities	ACH	2163299 04/23 Autopay	19349 Water Maple Drive 04/23	\$	13.75
Cushion Solutions	100232	363 34612	Lounge Sling Replacement 04/23	\$	110.00
Cynthia Gustavel	100215	CG040523	Board of Supervisors Meeting 04/05/23	\$	200.00
Edmund P Radigan	100216	ER040523	Board of Supervisors Meeting 04/05/23	\$	200.00
Frank E Morales	100217	FM040523	Board of Supervisors Meeting 04/05/23	\$	200.00
Grau & Associates, P.A.	100227	23877	Audit FYE 09/30/22	\$	2,900.00
John C. Bowersox	100218	JB040523	Board of Supervisors Meeting 04/05/23	\$	200.00
K-Bar Ranch II CDD	100224	Room Rental 03/23	Room Rental 03/23	\$	100.00
Nvirotect Pest Control Service, Inc.	100228	292284	Pest Control 04/23	\$	65.00

#### K-Bar Ranch Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

Vendor Name	Check #	Invoice Number	Invoice Description	Invo	pice Amount
Poop 911	100219	6703364	10 Stations Emptied/Filled 03/23	\$	237.90
Proteus Pool Service LLC	100211	kbaro49	Pool Service 03/23	\$	400.00
Republic Services	ACH	0696-001095045 04/23	Waste Disposal Services 04/23	\$	176.77
Rizzetta & Company, Inc.	100209	EFT INV0000078840	District Management Fees 04/23	\$	4,608.08
Rizzetta & Company, Inc.	100210	INV0000078938	Personnel Reimbursement 04/23	\$	1,666.96
Rizzetta & Company, Inc.	100214	INV0000078966	Cell Phone 03/23	\$	50.00
Rizzetta & Company, Inc.	100226	INV0000079441	Personnel Reimbursement 04/23	\$	1,932.85
Rust Off, LLC.	100222	38919	Rust Prevention 03/23	\$	595.00
Rust Off, LLC.	100236	39304	Rust Prevention 04/23	\$	595.00
Securiteam, Inc.	100230	13183031723	Internet Maintenance 03/23	\$	350.00
Spectrum	ACH	0062799031423 03/23	10511 Wild Tamarind Dr 03/23	\$	237.97
Stantec Consulting Services,	100229	AUTOPAY 2064911	Engineering Services 03/23	\$	404.50
Inc. TECO	ACH	211004822469 03/23 AUTOPAY	Stonecreek TNHMS LD 929 03/23 AUTOPAY	\$	798.35

#### K-Bar Ranch Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

Vendor Name	Check #	Invoice Number	Invoice Description	Invo	ice Amount
TECO	ACH	211004822964 03/23 AUTOPAY	Bassett Creek Drive - Streetlights 03/23	\$	3,604.70
TECO	ACH	211025675680 03/23 AUTOPAY	19238 Climbing Aster Dr 03/23	\$	94.75
TECO	ACH	221008243992 03/23 AUTOPAY	Kbar Ranch Pkwy - Streetlights 03/23	\$	1,028.87
TECO	ACH	Monthly Summary 03/23 Autopay 363	Electric Services 03/23	\$	17,171.17
United Building Maintenance, Inc.	100212	390	Janitorial Supplies 04/23	\$	21.72
United Building Maintenance, Inc.	100213	389	Pool Cabana/Restroom Maintenance 04/23	\$	600.00
Victoria Shuster	100220	VS040523	Board of Supervisors Meeting 04/05/23	\$	200.00
Yellowstone Landscape	100221	TM 503638	Monthly Landscape Maintenance 03/23	\$	13,178.84
Yellowstone Landscape	100223	TM 503058	Irrigation Repairs 01/23	\$	361.40
Yellowstone Landscape	100231	TM 504211	Spring Annuals 03/23	\$	1,560.00
Yellowstone Landscape	100237	TM 506784	Landscape Maintenance 04/23	<u>\$</u>	13,178.84

#### **Report Totals**

\$ 72,007.42