

K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT

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

K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT

**BOARD OF SUPERVISORS
MEETING
MARCH 2, 2016**

K-BAR RANCH
COMMUNITY DEVELOPMENT DISTRICT AGENDA
MARCH 2, 2016 at 3:00 P.M.

M/I Homes located at 4343 Anchor Plaza Pkwy, Tampa, FL

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

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

The District Agenda is comprised of five different sections:

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

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

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

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

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

Board of Supervisors
K-Bar Ranch Community
Development District

February 23, 2016

AGENDA

Dear Board Members:

The CONTINUED meeting of the Board of Supervisors of the K-Bar Ranch Community Development District will be held on **Wednesday, March 2, 2016 at 3:00 p.m.** at the offices of M/I Homes located at 4343 Anchor Plaza Pkwy, Tampa, FL. The following is the agenda for the meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Bond Counsel AgreementTab 1
 1. Presentation of Global Conflict Waiver from MBSTab 2
 - B. Consideration of Resolution 2016-04, Delegated Award Resolution ([USC](#))
- 4. SUPERVISOR REQUESTS**
- 5. ADJOURNMENT**

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

Sincerely,

Joseph Roethke

Joseph Roethke
District Manager

Tab 1

BOND COUNSEL AGREEMENT

This Bond Counsel Agreement is entered into this ___ day of March, 2016, by and between the **K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized and existing under the provisions of Chapter 190, Florida Statutes, as amended (the "District"), and **BRYANT MILLER OLIVE P.A.**, a Florida professional service corporation ("BMO").

W I T N E S S E T H:

WHEREAS, the District plans to issue its special assessment bonds (the "Bonds") to refund its currently outstanding Special Assessment Bonds, Series 2006; and

WHEREAS, the District desires to engage BMO as bond counsel in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth; and

WHEREAS, BMO desires to accept engagement as bond counsel for the District in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the covenants and agreements herein contained, the District and BMO, both intending to be legally bound hereby, agree as follows:

1. BOND COUNSEL.

1.1. Duties. BMO shall serve as bond counsel to the District in connection with the issuance of the Bonds. It is anticipated that such Bonds will be sold through a negotiated sale to MBS Capital Markets, LLC. The duties of BMO as bond counsel shall include the following:

1.1.1. Prepare all indentures with respect to the Bonds, and other documents relating to the Bonds, said duty to be performed in cooperation with the financial advisors and/or underwriters/placement agents engaged by the District.

1.1.2. Prepare an escrow deposit agreement, if required, for the defeasance of any refunded bonds.

1.1.3. Review all disclosure documents, including official statements, prepared or authorized by the District insofar as such documents contain descriptions of the Bonds and summaries of contracts or other documents relevant to the Bonds; provided, however, that BMO shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical projects or data, and

provided further, that BMO shall have no responsibility to the purchasers of the Bonds for state or federal securities law compliance in connection with the offering of the Bonds.

1.1.4. Review all underwriters' proposals as requested by the District, prepare all closing documents, and attend and be responsible for the closing, as well as attending rating agency meetings if requested by the District and attend drafting and informational meetings regarding the Bonds;

1.1.5. Render opinions in written form at the time the Bonds are to be authenticated and delivered, which opinions shall cover the legality of the Bonds and the exemption of the Bonds from federal income taxation.

1.2. Fees and Expenses for Services Rendered as Bond Counsel. The District shall pay to BMO, as a fee for services rendered pursuant to this Section 1, the sum of \$25,000.00 for such issue. Such fee shall be paid by the District to BMO from the proceeds derived by the District from the sale of the Bonds and, if the Bonds are not sold, then no fees shall be paid by the District for services rendered pursuant to this Section 1.

1.3. The foregoing fee shall include out-of-pocket expenses incurred by BMO in connection with services rendered hereunder. If bound transcripts are requested, such costs shall be reimbursed by the District.

2. TERMINATION. This Agreement may be terminated by the District, or by BMO, with or without cause, upon fifteen (15) days prior written notice to the other. If the District terminates BMO for reasonable cause related to the District's dissatisfaction with the quality of the services rendered by BMO (such as, for example, BMO's failure to meet reasonable deadlines imposed by the District, BMO's neglect of its duties hereunder, or BMO's improper performance of its duties hereunder), then no compensation shall be paid to BMO for any services theretofore rendered pursuant to Section 1 of this Agreement. If the District terminates BMO for any other reason, but nevertheless sells the Bonds, then compensation to be paid by the District shall be an amount equal to the number of hours devoted by BMO to its services as bond counsel pursuant to Section 1 above through the termination date multiplied by \$375.

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

4. CONFLICTS. The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. BMO is disclosing to the District that it has, and may in the future, serve as bond or disclosure counsel to other local governments or otherwise act as underwriter's counsel or trustee's counsel on public finance matters in Florida. From time to time, BMO may represent the firms which may underwrite the District's bonds, notes or other obligations (and other financial institutions hired by the District)

on financings for other governmental entities in Florida on unrelated matters. In either case, such representations are standard and customary within the industry and BMO can effectively represent the District and the discharge of BMO's professional responsibilities to the District will not be prejudiced as a result, either because such engagements will be sufficiently different or because the potential for such prejudice is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter, and the District expressly consents to such other representations consistent with the circumstances herein described. The District acknowledges and agrees that BMO's role as bond counsel, disclosure counsel, or counsel to any local governmental entity or financial institution or in conjunction with public finance transactions is not likely to create or cause any actual conflict, and service as disclosure, bond, or counsel to other clients of BMO will not per se be construed as a conflict or be objectionable to the District.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the District and BMO have executed this Agreement as of the ___ day of March, 2016.

K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Its: _____

BRYANT MILLER OLIVE P.A.



By: _____
Misty W. Taylor, Shareholder

Tab 2

March 4, 2015

Brett Sealy, Managing Director
MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789

Re: Disclosure of and Consent to Existing and Potential Conflicts of Interest Relating to Representation of MBS Capital Markets, LLC ("MBS") by Bryant Miller Olive as Counsel in Public Finance and Bond Transactions

Dear Brett:

This letter is written to you to discuss the applicability of and our obligation to consult with you regarding Rule 4-17 of the rules regulating the Florida Bar. As you know, Bryant Miller Olive P.A. (the "Firm") has an active and wide-ranging public finance practice in Florida and elsewhere in the United States. In the course of that practice, the Firm represents numerous public entities, financial institutions, credit banks, credit enhancers, underwriters and issuers of bonds, lenders, borrowers, counterparties and trustees. The Firm, from time to time, represents MBS in connection with its underwriting of municipal bonds for issuers where the Firm does not serve as Bond or Disclosure Counsel. In the course of the Firm's representation of MBS, the Firm may now or in the future represent entities that, by virtue of their involvement in a particular bond or public finance transaction, industry, business, trade, or otherwise, have interests adverse to those of MBS in public finance and bond transactions unrelated to the particular cases and transactions in which the Firm represents MBS.

Material risks may arise when an attorney represents clients with adverse interests. For example, confidential information disclosed by a client during the course of an engagement might, if inadvertently disclosed to another client, be detrimental to the client. Such information could include, for example, internal policies, procedures, financial information, or negotiating positions and strategy. Such representations may create the perception that the lawyer might represent one client less zealously in order to advance the interests of another client. For these reasons, it is the Firm's policy to communicate to potential or existing clients the existence of any potential conflicts of interest at the outset of a potential representation or the opening of a new matter.

The Firm believes that MBS is a sophisticated client that readily appreciates the implications of conflicts and waivers and has ready access to independent counsel. After careful consideration, the Firm reasonably believes that it can and will competently and zealously represent MBS in connection with its underwriting of municipal bonds notwithstanding its current or future representation of clients with interests adverse to MBS in unrelated public finance and bond transactions. The Firm will maintain confidentiality and not disclose or use any of MBS's nonpublic, confidential information acquired as a result of its representation of MBS to MBS's disadvantage in connection with any matter in which the Firm represents an entity adverse to MBS. Further, the Firm will not agree to undertake any representation which involves directly adversarial litigation or administrative proceedings between MBS and another client. The Firm encourages MBS to consult independent counsel regarding the issues addressed herein. In that regard, it is the Firm's belief that a disinterested lawyer would conclude that the advantages to MBS of engaging the Firm outweigh any existing or potential material risks arising from the Firm's representation of other entities, would conclude that it is proper to seek consent, and would counsel MBS to consent to this representation.

Based on the foregoing, the Firm asks that MBS, after careful consideration, evidence its consent to this by signing this letter in the space indicated below and returning this letter to me, retaining a copy for your records. By signing, MBS agrees that the Firm's representation of MBS in bond and public finance transactions will not disqualify the Firm from continuing existing representations or accepting future representations of entities that have or may have interests adverse to those of MBS in matters unrelated to this representation and that MBS consents to such existing and future representations. With respect to any matters not involving public finance and bond transactions, the Firm will continue to request separate written waivers.

Notwithstanding the foregoing waiver, in each case of the type described in this letter, we agree to provide you with prior notice of our proposed representation, by e-mail to your attention at the following email address: brett@mbscapitalmarkets.com. If MBS desires to change this method of contact for any reason, please provide me with written notice of such change. You should then direct any objections or inquiries to the sender of the e-mail message. If we then determine that a conflict exists with respect to such representation and that MBS cannot properly waive (or does not agree to waive) the conflict, we would not proceed with or continue such representation unless and until the conflict matter is resolved.

BRYANT MILLER OLIVE P.A.



Misty W. Taylor, Shareholder

MBS Capital Markets, LLC

March 4, 2015

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Acknowledged, accepted and agreed:

MBS CAPITAL MARKETS, LLC



By: _____

Name: Brett Sealy

Title: Managing Partner

Date: March 4, 2015