



Rizzetta & Company

Harrison Ranch Community Development District

**Board of Supervisors' Meeting
November 11, 2019**

**District Office:
9428 Camden Field Parkway
Riverview, Florida 33578
813-533-2950**

www.HarrisonRanchCDD.org

**HARRISON RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Harrison Ranch Clubhouse, 5755 Harrison Ranch Boulevard, Parrish, FL 34219

Board of Supervisors	Richard Green	Chair
	Charles Parker	Vice Chair
	Julianne Giella	Assistant Secretary
	Jay Morrison	Assistant Secretary
	Susan Walterick	Assistant Secretary
District Manager	Justin Croom	Rizzetta & Company, Inc.
District Counsel	Jere Earlywine	Hopping Green & Sams, P.A.
Interim Engineer	Jeb Mulock	ZNS Engineering, LC

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 the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), or 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.

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 9428 CAMDEN FIELD PKWY • RIVERVIEW, FLORIDA 33578
www.HarrisonRanchCDD.org

Board of Supervisors
Harrison Ranch Community
Development District

November 4, 2019

AGENDA

Dear Board Members:

The regular meeting and Public Hearing of the Board of Supervisors of the Harrison Ranch Community Development District will be held on **Monday, November 11, 2019 at 6:30 PM** at the Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish, FL 34219. The following is the agenda for the meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
 - A.** Pond & Mitigation Maintenance Update
 - i. Presentation of Waterway Inspection Report.....USC
 - ii. Consideration of Aquatic Services ProposalsTab 1
 - iii. Consideration of Aeration System Proposals.....Tab 2
 - iv. Consideration of Sitex Management AgreementTab 3
 - B.** Landscape Maintenance Updates
 - i. Presentation of Field Inspection Report.....Tab 4
 - C.** District Counsel
 - i. Discussion regarding response to street light demand letter
 - D.** District Engineer
 - E.** Clubhouse Staff
 - i. Presentation of October 2019 Management ReportTab 5
 - ii. Consideration of Roof Leak Repair Proposal.....Tab 6
 - F.** District Manager
- 4. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of Board of Supervisors' Regular Meeting held on October 14, 2019Tab 7
- 5. BUSINESS ITEMS**
 - A.** Public Hearing on Rules of Procedure and Amended Amenity Rules and Rates
 - i. Presentation of Rules of ProcedureTab 8
 - ii. Consideration of Resolution 2020-02, Adopting Rules of ProcedureTab 9
 - iii. Presentation of Amended Amenity RulesTab 10
 - iv. Consideration of Resolution 2020-03, Adopting Amended Amenity RulesTab 11
 - B.** Discussion of District Counsel Services
 - C.** Consideration of Street Lighting Proposal.....Tab 12
 - D.** Consideration of Reserve Study ProposalTab 13
 - E.** Consideration of Pool Lighting ProposalTab 14
 - F.** Discussion Regarding 2019-2020 Action Items

6. **SUPERVISOR REQUESTS**
7. **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)533-2950.

Sincerely,

Justin Croom

Justin Croom, District Manager

Tab 1

Special Services Proposal for Harrison Ranch CDD



Partnership for Beautiful and Healthy Waterways

Aquatic Systems, Inc., a SOLitude Lake Management Company

Lake & Wetland Management Services
2100 NW 33rd Street • Pompano Beach, FL 33069
800-432-4302 • www.aquaticsystems.com

August 2, 2019

Mr. Grant Phillips, District Manager
Harrison Ranch CDD
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, Florida 33578

VIA EMAIL: gphillips@rizzetta.com

Dear Grant:

As requested, please find enclosed *Special Services - Alum and Lab Services Assessment Agreement* for **Harrison Ranch CDD**.

Please sign the contract and return to us as soon as possible, so we may schedule your program.

If you have any further questions, concerns, or if there is any way I can be of assistance, do not hesitate to call.

We look forward to serving **Harrison Ranch CDD**!

Sincerely,



Elizabeth Rocque
Sales Manager/Biologist
EFR/lms

cc: Josh McGarry, Regional Sales Manager
cc: Doug Agnew, General Manager/Senior Consultant

Aquatic Systems, Inc., a SOLitude Lake Management Company

Lake & Wetland Management Services

Everything a Lake Should Be

2100 NW 33rd Street, Pompano Beach, FL 33069

Telephone: 1-800-432-4302

www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Mr. Grant Phillips, District Manager
Harrison Ranch CDD
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, Florida 33578
(813) 533-2950
gphillips@rizzetta.com

Alum and Lab Services Assessment Agreement
#00055790

Start Date:_____.

Date of proposal: August 2, 2019 EFR-AO

Description of Services:

Site: #38, #39 & #40 Ponds (3.57 Acres)

Services to be performed:

- Site #38, Two split Alum Treatments approximately 30 days apart
- Sites #39 and #40, Onetime Alum Treatment
- *Clarity: Typically, flocculent will form and settle within 48 hours, but high winds may generate water currents that keep the flocculent suspended for several weeks.*
- *To maintain long-term clarity, all flow of suspended solids into the lake must be stopped. Aquatic Systems cannot be responsible for increased turbidity as a result of runoff or flow into the lake after our clarification treatment.*

Equipment: Spray Boat

Lab Services:

- One Total Phosphorus
- Includes Formal Report

Equipment: Sampling Equipment

Note: Testing to be performed approximately one week after final Alum treatment.

Total Due Upon Completion \$7,811.00

The above price is effective for 90 days from the date of this proposal.

Terms & Conditions of Special Services Agreement

1. If CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and in the event of dispute of ownership agrees to defend, indemnify and hold ASI harmless for the consequences of such services.

2. ASI will be reimbursed by the CUSTOMER for administrative fees, compliance programs, invoicing or payment plans or similar expenses caused by requirements placed on ASI by the CUSTOMER that are not explicitly included in this contract's specifications.
3. ASI, at its expense, shall maintain the following insurance coverage: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
4. If at any time during the term of this Agreement the government imposes any additional regulatory permit requirements or fees, this Agreement may be renegotiated to include these changes and the cost of the additional services and/or fees.
5. Cyanobacteria identification and toxin testing are not included in this agreement. Cyanobacteria are common throughout Florida waterways and our algae management program cannot guarantee the absence, elimination or control of cyanobacteria and toxins. ASI shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from the presence of cyanobacteria or cyanobacteria toxins in their waterbodies.
6. ASI is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from ASI installing Carp Containment Barriers on the structures.
7. Payment terms are net 30 days from invoice date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER shall pay all costs of collection, including liens and reasonable attorney's fees. ASI may cancel this Agreement, if CUSTOMER is delinquent more than sixty (60) days on their account.
8. This Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both ASI and the CUSTOMER.

Customer or Authorized Agent Signature

Date

Print Name and Title of Signer

Print Company Name of Signer

Aquatic Systems, Inc. Signature

Date

Site Map



Harrison Ranch CDD

Parrish, FL

1-800-432-4302
00045490



EFR 8/2019

Our Commitment to Responsible Lake Management

Aquatic Systems has been effectively managing Florida lakes, ponds, wetlands and uplands using targeted treatments based on scientific research for over 40 years. Headquartered in Pompano Beach and operating throughout the state of Florida, we are committed to the restoration and maintenance of naturally occurring freshwater lakes and ponds, man-made storm water/pollution retention ponds, wetlands and preserves.

Our Commitment to You

We believe that forming long-lasting partnerships with our customers is key to attaining beautiful, healthy waterways for all to enjoy.

You can expect us to:

- Respond to all calls within 48 hours, our average is 97% response in under a day
- Deliver detailed reports after every visit
- Be available for board or community meetings to give presentations or just answer questions
- Propose and promote methods that are better for the environment and more cost effective over time

Environmental Mission

We hire degreed biologists with the knowledge and experience to continuously assess and make recommendations based upon the conditions present each time they enter your property for service.

In addition to the tests we run for customers, our team of scientists engage in ongoing research to improve our lake management technology. Our goal is to find environmentally sound solutions that overcome this growing problem in the challenging Florida environment.

We use the observations of our service teams and the research from our labs to find and promote earth-friendly products and methods to treat both common and challenging water problems.

Your Personal Lake & Wetland Management Team



Doug Agnew
General Manager &
Senior Consultant

B.S. in Environmental
Studies, Richard
Stockton College of
New Jersey.
33 years' experience.



Josh McGarry
District Manager

A.A. Liberal Arts,
University of Florida.
10 years' experience.



Liz Rocque
Sales Manager

B.S. in Environmental
Science and Policy,
University of South
Florida. Five years'
experience.



Sam Sardes
Weed Science
Director, Certified
Lake Professional

M.S. in Agronomy,
University of Florida.
Five years experience.



Sarah Bowen
Account Rep and
Field Biologist

B.S. in Biology,
University of South
Florida.
Four years' experience.



Alex Johnson
Service Manager

B.S. in Marine Biology,
Auburn University. T
hree years' experience.

Your Local Area Satisfied ASI Customers

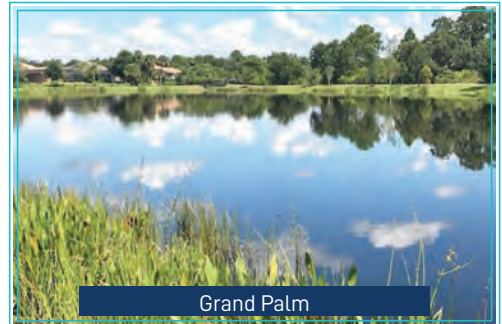
11 field offices throughout the state to service our customers



Venetian CDD

Community Development District

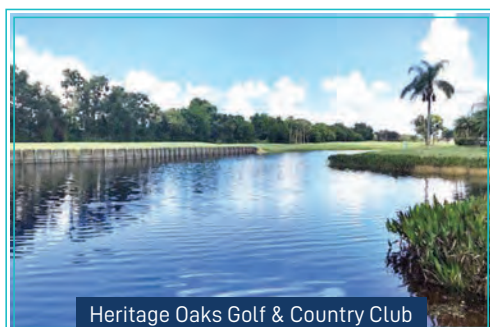
Harrison Ranch CDD
Heritage Harbor South CDD
Tara CDD
Venetian CDD



Grand Palm

Home Owners Association

Grand Palm
Mill Creek 1 - 5
River Wilderness



Heritage Oaks Golf & Country Club

Golf Course

Boca Royale
Heritage Oaks Golf & Country Club
Lemon Bay Country Club
Oyster Creek



Nathan Benderson Park

Commercial

Nathan Benderson Park- North Lake

Aquatic Management Programs

Working in Florida Waterways Since 1977

Our beautiful Florida environments! We work and live in them every day! Aquatic Systems restores and maintains ponds, lakes, wetlands and preserves. Our exceptional results stem from using balanced and ecologically-compatible technologies.



Algae and Aquatic Weed Control

- Treatments targeted to the specific algae or plant in each water body
- Ongoing research to determine the underlying causes of overgrowth
- Scheduled treatments with management reporting
- Degreed, state certified and licensed aquatic technicians



Wetland and Upland Mitigation Services

- Design, creation and restoration of natural areas
- Exotic plant control and removal
- Mitigation management and government reporting
- Compliance violation correction services
- State certified and licensed natural areas field technicians



Midge Fly and Mosquito Control

- Treatment for year-round control of nuisance organisms: swarming midge flies, mosquito larvae, leeches and more
- State licensed and insured in public health pest control



Aquatic Lab and Field Testing and Research

- Experienced field biologists for field testing
- In-house labs for water quality testing and algae identification
- Aquatic weed science research lab to find better treatments
- Bathymetric mapping
- Easy to understand reports
- Staff biologist available for your questions



Vertex Lake Aeration and Floating Fountains

- Sales, installation, service and repair by well-trained technicians of:
 - Bottom diffused aeration systems to improve overall water quality
 - Custom design/build of floating fountains up to 60 horsepower with spectacular display heights from 10' to 100'



Fisheries Management

- Triploid grass carp to help control aquatic weeds
- Redear and bluegill help control midge flies
- Sport fish including largemouth bass, catfish and bluegill

Assessment Services

Lake Water Quality Testing and Research Services

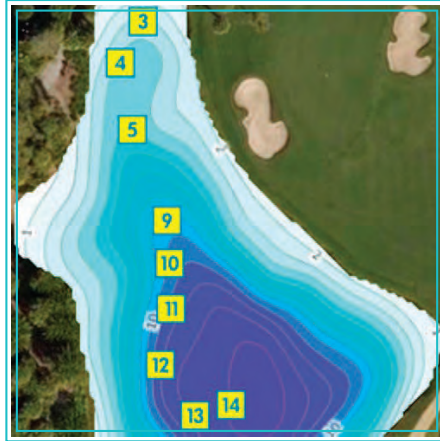
Aquatic Systems has a fully staffed, in-house laboratory to provide complete water testing services to our clients. Laboratory data have many uses; including determining suitability of water for recreation or for irrigation. All water chemistry and bacteria test reports include full explanations and an aquatic biologist is available at our laboratory to answer all your questions.

The team, shown below, consists of the top professionals in lake science and experienced regional biologists who receive ongoing training to perform all tests to the highest standards.



FIELD ASSESSMENT SAMPLING

From identifying potential source points for excessive nutrients to oxygen and temperature levels; your assessments are performed by our highly trained field biologists.



BATHYMETRIC LAKE MAPPING

How deep is your lake? How thick is the vegetation? A 3-D map of the lake will help us treat the water more efficiently and/or specify the most effective aeration system.



WATER QUALITY LAB

Water is more than H₂O. It is comprised of a multitude of nutrients and particulates. Our lab scientists can perform over 30 specialized tests to determine your water's true chemistry.



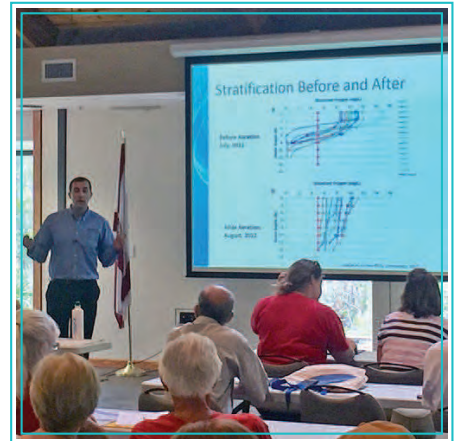
ALGAE IDENTIFICATION LAB

To treat the algae, it's important to know what type of algae you are having problems with. We can identify both the type of algae and whether or not it is toxic.



AQUATIC PLANT AND ALGAE LAB

Our in-house research lab studies difficult to control invasive species to find the most effective rate and types of treatments that minimize potential harm to the environment.



CONSULTING SERVICES

Our experts are available for water resource management presentations, or to just answer questions at your meetings. Continuing Education Units (CEUs) are also available.

Water Column Assessment, Native Aquatic Planting and Sport Fish Proposals for

Harrison Ranch CDD



Partnership for Beautiful and Healthy Waterways

Aquatic Systems, Inc., a SOLitude Lake Management Company

Lake & Wetland Management Services
2100 NW 33rd Street • Pompano Beach, FL 33069
800-432-4302 • www.aquaticsystems.com



Aquatic Systems, Inc. a SOLitude Lake Management Company Lake and Wetland Management Services

October 17, 2019

Mr. Justin Croom, District Manager
Harrison Ranch CDD
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, Florida 33578

VIA EMAIL: jcroom@rizzetta.com

Dear Justin:

Please find enclosed *Sport Fish, Water Column Assessment and Planting Agreements* at **Harrison Ranch CDD**.

Our detailed survey of at **Harrison Ranch CDD** indicates the need for beneficial wetland plant introduction.

Native aquatic plants are vital components of lake, pond and canal ecosystems. They form an important link between the base of the foodweb and the higher forms of plant and animal life. These plants provide protection, spawning and feeding habitats for aquatic animals, waterfowl and fish. Water quality is directly improved by the balance of ecological factors, including the presence of native wetland plants.

We recommend introduction of clusters of the emergent aquatic plant species. These selected areas along the littoral region are indicated on the attached map.

Environmental benefits of a planting will be:

- Creation of wildlife sanctuary and waterfowl nesting areas.
- Sediment filtration.
- Absorption of excessive nutrients (from fertilization and road runoff).
- Erosion deterrent.
- Increased food chain supply.
- Improved fish habitat.
- Enhanced aesthetics (shoreline is presently barren).
- A total one-time investment includes all wetland plant material, labor, insurance and travel time necessary for completion of your planting.

We look forward to working with you on implementing this integrated programs at **Harrison Ranch CDD**.

Sincerely,

Elizabeth Rocque
Sales Manager/Biologist
EFR/lms

cc: Josh McGarry, Regional Sales Manager
cc: Doug Agnew, General Manager/Senior Consultant

Enclosure

Aquatic Systems, Inc., a SOLitude Lake Management Company

Lake & Wetland Management Services

Everything a Lake Should Be

2100 NW 33rd Street, Pompano Beach, FL 33069

Telephone: 1-800-432-4302

www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Mr. Justin Croom, District Manager
Harrison Ranch CDD
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, Florida 33578
(813) 533-2950
jcroom@rizzetta.com

Water Column Assessment Agreement

#00055790

Note: Customer to provide truck and boat access to the pond for launching of equipment.

Start Date: _____.

Date of proposal: October 17, 2019 EFR-AO

We are pleased to quote special pricing as follows:

Sites: #23 (SWF 18), #24 (SWF 19), #25 (SWF 20), #26 (SWF 21), #30 (SWF 29), #31 (SWF 30), #32 (SWF 31), #33 (SWF 32), #34 (SWF 33), #35 (SWF 34), #36 (SWF 35), #37 (SWF 36), #38 (SWF 37), #42 (SWF 41), #43 (SWF 42), #46 (SWF 26), #48 (SWF 28) & #54 (SWF 49) (36.12 Acres)

Equipment: Boat, Sampling Equipment and DO Meter

Quantity

18 **Water Column Profile:**
Temperature and Dissolved Oxygen

Total Balance Due Upon Completion \$3,548.00

The above price is effective for 90 days from the date of this proposal.

Terms & Conditions of Water Column Assessment Agreement

1. If CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and in the event of dispute of ownership agrees to defend, indemnify and hold ASI harmless for the consequences of such services.
2. ASI will be reimbursed by the CUSTOMER for administrative fees, compliance programs, invoicing or payment plans or similar expenses caused by requirements placed on ASI by the CUSTOMER that are not explicitly included in this contract's specifications.
3. ASI, at its expense, shall maintain the following insurance coverage: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
4. If at any time during the term of this Agreement the government imposes any additional regulatory permit requirements or fees, this Agreement may be renegotiated to include these changes and the cost of the additional services and/or fees.
5. Cyanobacteria identification and toxin testing are not included in this agreement. Cyanobacteria are common throughout Florida waterways and our algae management program cannot guarantee the absence, elimination or control of

cyanobacteria and toxins. ASI shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from the presence of cyanobacteria or cyanobacteria toxins in their waterbodies.

6. ASI is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from ASI installing Carp Containment Barriers on the structures.
7. Payment terms are net 30 days from invoice date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER shall pay all costs of collection, including liens and reasonable attorney's fees. ASI may cancel this Agreement, if CUSTOMER is delinquent more than sixty (60) days on their account.
8. This Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both ASI and the CUSTOMER.

Customer or Authorized Agent Signature

Date

Print Name and Title of Signer

Print Company Name of Signer

Aquatic Systems, Inc. Signature

Date

Aquatic Systems, Inc., a SOLitude Lake Management Company

Lake & Wetland Management Services

Everything a Lake Should Be

2100 NW 33rd Street, Pompano Beach, FL 33069

Telephone: 1-800-432-4302

www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Mr. Justin Croom, District Manager

Harrison Ranch CDD

c/o Rizzetta & Company

9428 Camden Field Parkway

Riverview, Florida 33578

(813) 533-2950

jcroom@rizzetta.com

Planting Agreement

#00055790

Site(s): #18, #19, #20 & #21

Prices Quoted are F.O.B.: Delivered & Planted

Date of proposal: October 17, 2019 EFR-AO

We are pleased to quote special pricing as follows:

Quantity	Description	Plant Size
1,375	Duck Potato (<i>Sagittaria lancifolia</i>)	Bareroot
1,375	Gulf Spikerush (<i>Eleocharis cellulosa</i>)	Bareroot
1,375	Pickerelweed (<i>Pontederia cordata</i>)	Bareroot

Note:

- Pond 18: 1,125 Plants
- Pond 19: 800 Plants
- Pond 20: 1,100 Plants
- Pond 21: 1,100 Plants
- Plant species to be evenly divided around ponds and installed on 2 foot centers.

Total Balance Due Upon Completion \$5,000.00

The above price is effective for 90 days from the date of this proposal.

Plant Survival Guarantee

All plants provided and installed under the terms of this Agreement are guaranteed to be of good quality and free of existing disease or defects at the time of installation. A Warranty is provided for survival of 80% of installed plants for a ninety (90) day period following installation or until such time as another company other than **Aquatic Systems, Inc.** accepts the planted areas for maintenance, whichever is less. If survival is less than 80% at the end of the 90-day period or upon acceptance for maintenance, replanting (to 80% survivorship) shall be performed by **ASI** at no cost to the CUSTOMER. This plant survivorship Warranty does not include the loss or damage of installed plant materials due to acts of God such as flood, fire, drought or other catastrophic events nor does the warranty cover loss or damage due to theft, vandalism, erosion, pestilence, predation by turtles, fish or other animals, or negligence by others. It is the responsibility of the CUSTOMER to maintain water depths at planned levels. Plant loss or damage from high or low levels is not covered by this Warranty.

Terms & Conditions of Special Services Agreement

1. If CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and in the event of dispute of ownership agrees to defend, indemnify and hold ASI harmless for the consequences of such services.

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Customer or Authorized Agent Signature

Date

Print Name and Title of Signer

Print Company Name of Signer

Aquatic Systems, Inc. Signature

Date

Aquatic Systems, Inc., a SOLitude Lake Management Company

Lake & Wetland Management Services

Everything a Lake Should Be

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Mr. Justin Croom, District Manager

Harrison Ranch CDD

c/o Rizzetta & Company

9428 Camden Field Parkway

Riverview, Florida 33578

(813) 533-2950

jcroom@rizzetta.com

Sport Fish Stocking

#00055790

Delivery: Based On Availability

Date: October 17, 2019 EFR-AO

We are pleased to quote special pricing as follows:

Site	Quantity	Description	Size
38	340	BREAM	1-2 Inch
39	420	BREAM	1-2 Inch
40	1,025	BREAM	1-2 Inch

Pricing of fish includes shipping, freight and introduction into waterway system.

Total Balance Due Upon Completion \$1,516.00

The above price is effective for 90 days from the date of this proposal.

Terms & Conditions of Special Services Agreement

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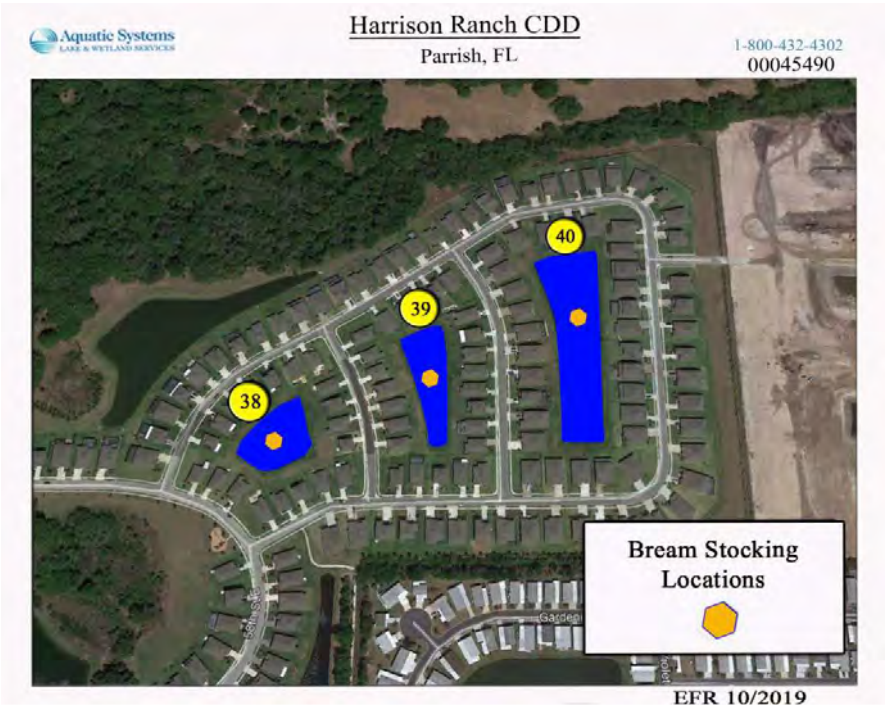
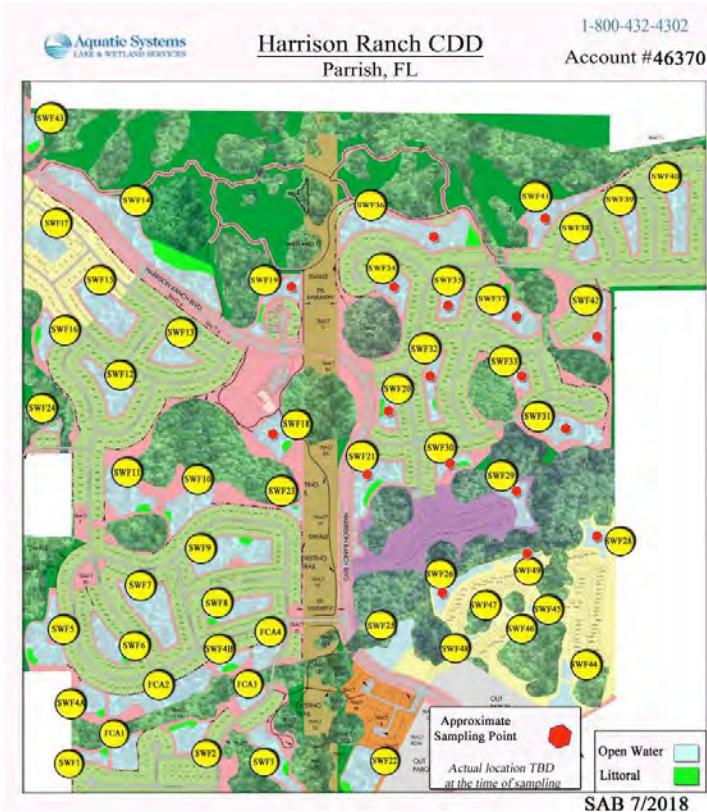
Print Name and Title of Signer

Print Company Name of Signer

Aquatic Systems, Inc. Signature

Date

Site Maps



Our Commitment to Responsible Lake Management

Aquatic Systems has been effectively managing Florida lakes, ponds, wetlands and uplands using targeted treatments based on scientific research for over 40 years. Headquartered in Pompano Beach and operating throughout the state of Florida, we are committed to the restoration and maintenance of naturally occurring freshwater lakes and ponds, man-made storm water/pollution retention ponds, wetlands and preserves.

Our Commitment to You

We believe that forming long-lasting partnerships with our customers is key to attaining beautiful, healthy waterways for all to enjoy.

You can expect us to:

- Respond to all calls within 48 hours, our average is 97% response in under a day
- Deliver detailed reports after every visit
- Be available for board or community meetings to give presentations or just answer questions
- Propose and promote methods that are better for the environment and more cost effective over time

Environmental Mission

We hire degreed biologists with the knowledge and experience to continuously assess and make recommendations based upon the conditions present each time they enter your property for service.

In addition to the tests we run for customers, our team of scientists engage in ongoing research to improve our lake management technology. Our goal is to find environmentally sound solutions that overcome this growing problem in the challenging Florida environment.

We use the observations of our service teams and the research from our labs to find and promote earth-friendly products and methods to treat both common and challenging water problems.

Your Personal Lake & Wetland Management Team



Doug Agnew
General Manager &
Senior Consultant

B.S. in Environmental
Studies, Richard
Stockton College of
New Jersey.
33 years' experience.



Josh McGarry
District Manager

A.A. Liberal Arts,
University of Florida.
10 years' experience.



Liz Rocque
Sales Manager

B.S. in Environmental
Science and Policy,
University of South
Florida. Five years'
experience.



Sam Sardes
Weed Science
Director, Certified
Lake Professional

M.S. in Agronomy,
University of Florida.
Five years experience.



Sarah Bowen
Account Rep and
Field Biologist

B.S. in Biology,
University of South
Florida.
Four years' experience.



Alex Johnson
Service Manager

B.S. in Marine Biology,
Auburn University. T
hree years' experience.

Your Local Area Satisfied ASI Customers

11 field offices throughout the state to service our customers



Community Development District

Harrison Ranch CDD
Heritage Harbor South CDD
Tara CDD
Venetian CDD



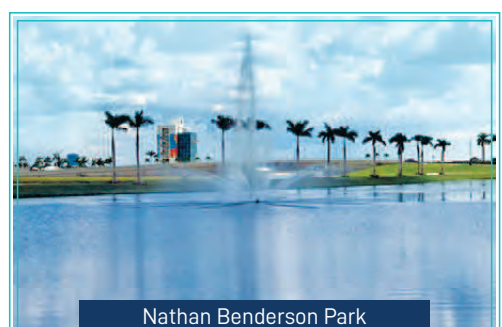
Home Owners Association

Grand Palm
Mill Creek 1 - 5
River Wilderness



Golf Course

Boca Royale
Heritage Oaks Golf & Country Club
Lemon Bay Country Club
Oyster Creek



Commercial

Nathan Benderson Park- North Lake

Aquatic Management Programs

Working in Florida Waterways Since 1977

Our beautiful Florida environments! We work and live in them every day! Aquatic Systems restores and maintains ponds, lakes, wetlands and preserves. Our exceptional results stem from using balanced and ecologically-compatible technologies.



Algae and Aquatic Weed Control

- Treatments targeted to the specific algae or plant in each water body
- Ongoing research to determine the underlying causes of overgrowth
- Scheduled treatments with management reporting
- Degreed, state certified and licensed aquatic technicians



Wetland and Upland Mitigation Services

- Design, creation and restoration of natural areas
- Exotic plant control and removal
- Mitigation management and government reporting
- Compliance violation correction services
- State certified and licensed natural areas field technicians



Midge Fly and Mosquito Control

- Treatment for year-round control of nuisance organisms: swarming midge flies, mosquito larvae, leeches and more
- State licensed and insured in public health pest control



Aquatic Lab and Field Testing and Research

- Experienced field biologists for field testing
- In-house labs for water quality testing and algae identification
- Aquatic weed science research lab to find better treatments
- Bathymetric mapping
- Easy to understand reports
- Staff biologist available for your questions



Vertex Lake Aeration and Floating Fountains

- Sales, installation, service and repair by well-trained technicians of:
 - Bottom diffused aeration systems to improve overall water quality
 - Custom design/build of floating fountains up to 60 horsepower with spectacular display heights from 10' to 100'



Fisheries Management

- Triploid grass carp to help control aquatic weeds
- Redear and bluegill help control midge flies
- Sport fish including largemouth bass, catfish and bluegill

Assessment Services

Lake Water Quality Testing and Research Services

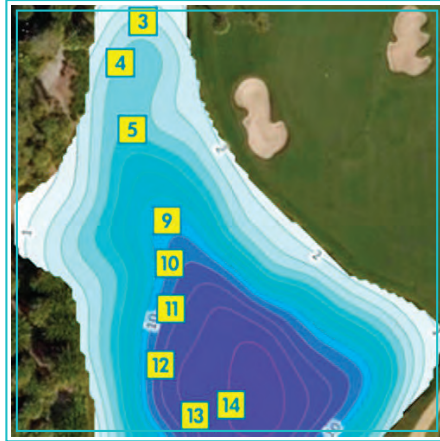
Aquatic Systems has a fully staffed, in-house laboratory to provide complete water testing services to our clients. Laboratory data have many uses; including determining suitability of water for recreation or for irrigation. All water chemistry and bacteria test reports include full explanations and an aquatic biologist is available at our laboratory to answer all your questions.

The team, shown below, consists of the top professionals in lake science and experienced regional biologists who receive ongoing training to perform all tests to the highest standards.



FIELD ASSESSMENT SAMPLING

From identifying potential source points for excessive nutrients to oxygen and temperature levels; your assessments are performed by our highly trained field biologists.



BATHYMETRIC LAKE MAPPING

How deep is your lake? How thick is the vegetation? A 3-D map of the lake will help us treat the water more efficiently and/or specify the most effective aeration system.



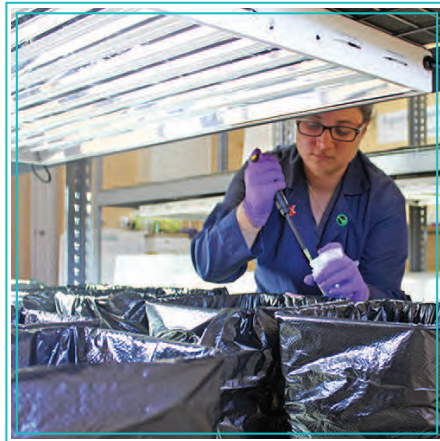
WATER QUALITY LAB

Water is more than H₂O. It is comprised of a multitude of nutrients and particulates. Our lab scientists can perform over 30 specialized tests to determine your water's true chemistry.



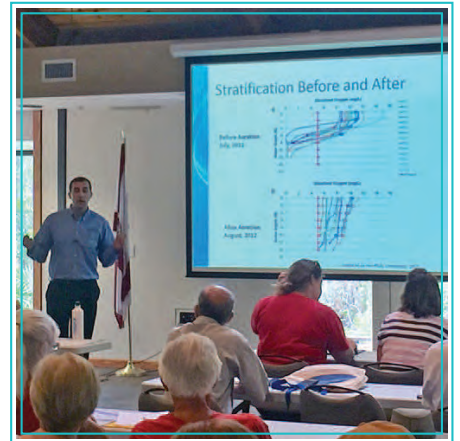
ALGAE IDENTIFICATION LAB

To treat the algae, it's important to know what type of algae you are having problems with. We can identify both the type of algae and whether or not it is toxic.



AQUATIC PLANT AND ALGAE LAB

Our in-house research lab studies difficult to control invasive species to find the most effective rate and types of treatments that minimize potential harm to the environment.



CONSULTING SERVICES

Our experts are available for water resource management presentations, or to just answer questions at your meetings. Continuing Education Units (CEUs) are also available.



Create a Living Shoreline

Improve the Quality of Your Lake and Lifestyle

Everyone appreciates how nice it looks having the right native aquatic plants along the shoreline of your lake or pond, especially when they bloom. But, there is more to native aquatic plants than looks! A properly created buffer zone aids in keeping your aquatic ecosystem healthy. Shoreline aquascaping by Aquatic Systems, a SÖLitide Lake Management® Company promotes and helps to maintain improved water quality in your waterways.

PLANTING NATIVE AQUATIC PLANTS ALONG THE SHORELINE WILL HELP:



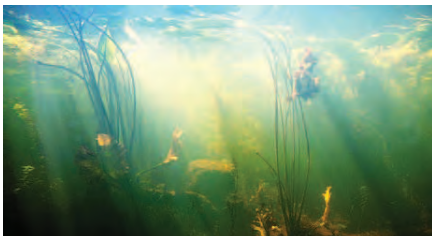
Control erosion

Without a buffer between the turf area and the lake or pond, erosion along the shoreline can occur and lead to high sedimentation rates into the waterbody, poor water quality and loss of the original landscape. Lining the shore with native plants will help stabilize the shoreline and reduce the chances of erosion-related issues.



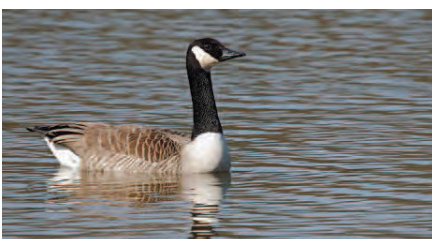
Reduce non-native plant invasions

Plants become classified as invasive species when they invade areas outside of their native range, upset the natural community they have invaded and cause damage to the ecology or economy of an area. Having a variety of native plants in the buffer zone will allow them to out-compete invasive plants, making it much harder for invasive species to take root.



Improve water quality

Buffer zones along aquatic banks serve to reduce the transport of unwanted nutrients and sediment through the system and out to the watershed. Plants that actively filter nutrients without adding more reduce the nutrient load. Unwanted plant and algae growth in the water will be limited due to the filtration of nutrients from runoff.



Support wildlife habitat

A well-established buffer functions both as beneficial habitat for "good" wildlife and as barriers to nuisance wildlife. Buffers can provide safe habitat for many desirable species, including birds, frogs and rabbits, while allowing for an increase in the species diversity surrounding the lake. Nuisance wildlife, like geese often choose alternative locations for nesting and feeding since they are unable to see potential predators.

AQUASCAPING A RESIDENTIAL CANAL: BEFORE, DURING AND AFTER



Choosing the right native plants provides benefits for years to come.

The filtration of nutrients during rainfall events will be highly dependent upon the plants within the buffer area. Plants should be native species that are disease resistant, conducive to growth in that environment and resistant to drought. Also, plant location and spacing will often impact the success of nutrient removal.

The maximum benefits of a buffer zone are achieved only when you have a good mix of aquatic and upland species covering both the shallow-water areas and dry areas along the shoreline.

Lakes and ponds usually have several depth profiles. Generally, three to five feet around the shoreline provides great coverage. A customized native planting plan may include areas that are wider or more narrow to accommodate the terrain, plant preference, pond depth profile and the communities needs.

Once the plants are fully established it is important to maintain the plants properly to keep it beautiful and healthy for long term sustainability. Trimming the vegetation too often or improperly can add additional nutrients directly to the water, which can lead to additional water quality issues.

Plan now to create a lush area around your pond or lake.



ARROWHEAD



PICKERELWEED



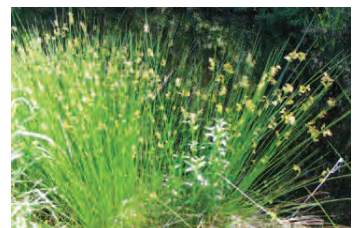
BULRUSH



SAND CORD GRASS



CANNA LILY



SOFT RUSH



FAKAHATCHEE GRASS



SPIKE RUSH



Allow our experts to help you attain healthy, beautiful waterways.

Call 800.432.4302 today.

 **Aquatic Systems**
LAKE & WETLAND SERVICES
aquaticsystems.com

Tab 2



Aerator Installation: Pond 39

1. Contractor will install the following submersed air diffused aeration system:
Vertex PondLyfe 2 VBS Aeration System (115V)
**Configured with a single valved outlet for a connection to a remote valve box*
Includes: ¼ HP Compressor
Valve Box Manifold
Pressure Relief Valve/Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weatherproof / Sound Reducing Cabinet
Cabinet Color: GARDEN
Cabinet mounting pad
Cabinet Exhaust Fan
Two (2) Air Station Bottom Diffusers (Single Membrane / Self Cleaning)
Check Valves
400 ft. underwater self-weighted air delivery tubing
(½" ID / 1 ¼" OD)
Includes Trenching and Installation of 150' of 1" PVC Pipe
All labor and parts necessary for proper installation
Pond 39 Price: \$3,126.00

Aerator Installation: Pond 40

1. Contractor will install the following submersed air diffused aeration system:
Vertex Air 3 VBS XL2 Aeration System (115V)
**Configured with a single valved outlet for a connection to a remote valve box*
Includes: ½ HP Compressor
Valve Box Manifold
Pressure Relief Valve/ Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weatherproof / Sound Reducing Cabinet
Quiet Air Sound Kit (Medium Sound Kit Sub Assembly)
Cabinet mounting pad
Cabinet Exhaust Fan
Three (3) Air Station Bottom Diffusers (Dual Membrane / Self Cleaning)
Check Valves
1,100 ft. underwater self-weighted air delivery tubing
(½" ID / 1 ¼" OD)
Includes Trenching and Installation of 180' of 1" PVC Pipe
All labor and parts necessary for proper installation
Pond 40 Price: \$5,064.00

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



*Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

*For all single-phase units customer must provide suitable 120V or 208/240V power source with appropriate breaker or disconnect for electrical connection by the edge of the pond, next to the site where the compressor cabinet is to be placed. SÖLitude Lake Management® can arrange for any additional electrical work necessary to meet these electrical requirements for an additional fee. SÖLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.

General:

1. Contractor is a Vertex Distributor, certified by the manufacturer for sales, installation, service, and repair.
2. All electrical work performed as part of the above installation will be done in accordance with all state and local codes, by a person licensed to perform such work.
3. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
4. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.
5. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
6. Contractor will maintain general liability and workman's compensation insurance.
7. While SÖLitude Lake Management® makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SÖLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.
8. The customer agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the customer.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



9. The customer covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SÖLitude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

Warranty:

1. Contractor warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants system for three (3) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants Air Station Membrane Diffusers for five (5) years from the date of installation against any defects in materials and workmanship.
4. Contractor warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
5. The manufacturer's warranty and the SÖLitude Lake Management® warranty will be voided if:
 - a. Any person not specifically authorized by the manufacturer and by SÖLitude Lake Management® performs any service, repair, or other work to the aeration system during the warranty period.
 - b. The aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

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CONTRACT PRICE: \$ 2,510.00 Pond 38
 \$ 3,126.00 Pond 39
 \$ 5,064.00 Pond 40
 \$10,700.00 TOTAL plus applicable sales taxes

**Price includes freight charges. Contract is valid until December 31 of the calendar year in which it was written.*

PAYMENT TERMS:

1. A deposit of 50% of the contract price will be due upon approval of the contract.
2. The remaining 50% balance will be payable upon completion of the contract work. For any work completed or materials in storage on the customer's behalf at the end of each month, the contractor will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid.
3. Remit Payment To: 1320 Brookwood Drive, Suite H, Little Rock, AR 72202

APPROVED:

(Authorized Signature) Harrison Ranch CDD

(Print Name and Title) _____
(Date)

SOLitude Lake Management®



Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Proposal Submitted to:
Harrison Ranch

October 25, 2019

Ph: 941-776-9725

Fax/Email: bmcevoy@rizzetta.com

Job Description: Pool Aerator Power

Location: Site 40 New Location

Proposal #2019_ 5357

See Map

WE PROPOSE a complete electrical installation including all labor, material, code requirements and completed in accordance with the below specifications.

Installation of new Single Phase 60amp Electrical Service for Aerator Pump:

Coordinate with Florida Power and Light to complete a new electrical service installation. Install (1) new concrete banjo post within 3ft of FPL transformer, install (1) new 200amp rated meter can and (1) 60amp 12 space 120/240v single phase Square D outdoor rated electrical panel. Install new grounding system to accommodate new service. Install 20amp GFCI rated receptacle below electrical panel for general purpose (required). Install (1) dedicated 20amp circuit (GFCI) protected on side of banjo post for new aerator equipment. Make all connections check for proper operation. *(Proposal includes all permits/inspections, Florida Power and Light must approve transformer size can handle new service, if Florida Power and Light determines transformer is not sized for a new service another proposal must be created)*

Total Proposal: \$2,800

*****Optional*** (recommended)**

Installation of (1) 120/240-volt single phase surge arrestor on main electrical panel. Provides protection against lightning and electrical surges. Includes 5-year manufacturer warranty.

Additional: \$650.00

Notes/Comments:

All material provided by Owens Electric is protected by a comprehensive (1) year warranty. All labor provided by Owens Electric is protected by a comprehensive (90) day warranty. All work performed as per National Electrical Code (NEC) 2014 Edition unless otherwise noted.

Exclusions in Proposal:

- 1.) Any unforeseen code violation requiring additional service.
 - 2.) Any fixtures (new or existing) other than listed as being supplied by Owens Electric, Inc (OE).
 - 3.) Any outside lighting (i.e. landscape, security, sign, low voltage lighting) not listed above.
 - 4.) Any private unmarked irrigation/electrical conduit/wire/sprinkler/utilities repairs.
-



50% upon approval:	\$1,400
50% upon completion:	\$1,400

PAYMENT SCHEDULE AS FOLLOWS:

Work described at the price quoted is subject to adjustment for material price increases at time when work is scheduled to be performed. Material prices will be adjusted for any increases over 5% from the price at which the material was available at the time of submittal of this proposal.

Any alteration or deviations from the above specifications will be executed only upon written orders, and will become an extra charge over and above the estimate. Change orders may result in an adjustment or addition to the original price of the work including but not limited to any increased cost of labor, including overtime, additional equipment or materials. In the event such request results in one or more change orders, these orders will be invoiced as they are completed and payment is expected within 30 days from the date of the invoice. Fixtures, devices and circuits not listed are not included. All work to be completed in a workmanlike manner according to standard practices. Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by Owens Electric, Inc. may be considered grounds to terminate this agreement and subsequent warranty. Reasonable effort will be used to complete the project in a timely manner; however, all agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Owens Electric, Inc. maintains liability insurance and all workers are fully covered by Workers Compensation Insurance.

All invoices are due and payable within fifteen days from the date of the invoice. All parties agree to the payment terms as identified in the attached proposal that may include initial deposit, progress payments and final payment. Initial deposit as defined must be received prior to commencement of work. Progress payments will be invoiced and submitted via email based on the schedule outlined within the proposal and progress payment is expected within 30 days from the date of the invoice. Final payment of proposed work will be invoiced upon completion of work and payment is expected within 30 days from the date of the invoice. The scope of work shall include only the work set forth in the attached proposal. Any delinquent accounts will be subject to a monthly service charge at a rate of 18% yearly. Should we incur any costs or expenses in collecting payment per the terms of this agreement, the undersigned agrees to pay all such costs and expenses including reasonable attorney fees.

This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned. If customer terminates the project after acceptance, Customer agrees to reimburse Owens Electric, Inc. for reasonable project start-up costs incurred such as re-stocking fees, rescheduling charges permit fees, project management fees, etc. Customer agrees that such fees may be deducted prior to refunding any initial deposit paid. Customer agrees that Owens Electric, Inc. is entitled to recover reasonable attorney and collection fees.

Authorized Signature: _____

Matthew Aloy



ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____ **Print Name:** _____ **Signature:** _____



Proposal Submitted to:
Harrison Ranch

October 25, 2019

Ph: 941-776-9725

Fax/Email: bmcevoy@rizzetta.com

Job Description: Aerator Power

Location: Site 38 New Location

Proposal #2019_ 5358

See Map

WE PROPOSE a complete electrical installation including all labor, material, code requirements and completed in accordance with the below specifications.

Installation of new Single Phase 60amp Electrical Service for Aerator Pump:

Coordinate with Florida Power and Light to complete a new electrical service installation. Install (1) new concrete banjo post within 3ft of FPL transformer, install (1) new 200amp rated meter can and (1) 60amp 12 space 120/240v single phase Square D outdoor rated electrical panel. Install new grounding system to accommodate new service. Install 20amp GFCI rated receptacle below electrical panel for general purpose (required). Install (1) dedicated 20amp circuit (GFCI) protected on side of banjo post for new aerator equipment. Make all connections check for proper operation. *(Proposal includes all permits/inspections, Florida Power and Light must approve transformer size can handle new service, if Florida Power and Light determines transformer is not sized for a new service another proposal must be created)*

Total Proposal: \$2,800

*****Optional*** (recommended)**

Installation of (1) 120/240-volt single phase surge arrestor on main electrical panel. Provides protection against lightning and electrical surges. Includes 5-year manufacturer warranty.

Additional: \$650.00

Notes/Comments:

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Exclusions in Proposal:

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- 2.) Any fixtures (new or existing) other than listed as being supplied by Owens Electric, Inc (OE).
- 3.) Any outside lighting (i.e. landscape, security, sign, low voltage lighting) not listed above.
- 4.) Any private unmarked irrigation/electrical conduit/wire/sprinkler/utilities repairs.



PAYMENT SCHEDULE AS FOLLOWS:

50% upon approval:	\$1,400
50% upon completion:	\$1,400



Work described at the price quoted is subject to adjustment for material price increases at time when work is scheduled to be performed. Material prices will be adjusted for any increases over 5% from the price at which the material was available at the time of submittal of this proposal.

Any alteration or deviations from the above specifications will be executed only upon written orders, and will become an extra charge over and above the estimate. Change orders may result in an adjustment or addition to the original price of the work including but not limited to any increased cost of labor, including overtime, additional equipment or materials. In the event such request results in one or more change orders, these orders will be invoiced as they are completed and payment is expected within 30 days from the date of the invoice. Fixtures, devices and circuits not listed are not included. All work to be completed in a workmanlike manner according to standard practices. Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by Owens Electric, Inc. may be considered grounds to terminate this agreement and subsequent warranty. Reasonable effort will be used to complete the project in a timely manner; however, all agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Owens Electric, Inc. maintains liability insurance and all workers are fully covered by Workers Compensation Insurance.

All invoices are due and payable within fifteen days from the date of the invoice. All parties agree to the payment terms as identified in the attached proposal that may include initial deposit, progress payments and final payment. Initial deposit as defined must be received prior to commencement of work. Progress payments will be invoiced and submitted via email based on the schedule outlined within the proposal and progress payment is expected within 30 days from the date of the invoice. Final payment of proposed work will be invoiced upon completion of work and payment is expected within 30 days from the date of the invoice. The scope of work shall include only the work set forth in the attached proposal. Any delinquent accounts will be subject to a monthly service charge at a rate of 18% yearly. Should we incur any costs or expenses in collecting payment per the terms of this agreement, the undersigned agrees to pay all such costs and expenses including reasonable attorney fees.

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Authorized Signature: _____
Matthew Aloy

ACCEPTANCE OF PROPOSAL



The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____ **Print Name:** _____ **Signature:** _____



Proposal Submitted to:
Harrison Ranch

October 25, 2019

Ph: 941-776-9725

Fax/Email: bmcevoy@rizzetta.com

Job Description: Aerator Power

Location: Site 39 New Location

Proposal #2019_ 5359

See Map

WE PROPOSE a complete electrical installation including all labor, material, code requirements and completed in accordance with the below specifications.

Installation of new Single Phase 60amp Electrical Service for Aerator Pump:

Coordinate with Florida Power and Light to complete a new electrical service installation. Install (1) new concrete banjo post within 3ft of FPL transformer, install (1) new 200amp rated meter can and (1) 60amp 12 space 120/240v single phase Square D outdoor rated electrical panel. Install new grounding system to accommodate new service. Install 20amp GFCI rated receptacle below electrical panel for general purpose (required). Install (1) dedicated 20amp circuit (GFCI) protected on side of banjo post for new aerator equipment. Make all connections check for proper operation. *(Proposal includes all permits/inspections, Florida Power and Light must approve transformer size can handle new service, if Florida Power and Light determines transformer is not sized for a new service another proposal must be created)*

Total Proposal: \$2,800

*****Optional*** (recommended)**

Installation of (1) 120/240-volt single phase surge arrestor on main electrical panel. Provides protection against lightning and electrical surges. Includes 5-year manufacturer warranty.

Additional: \$650.00

Notes/Comments:

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Exclusions in Proposal:

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- 3.) Any outside lighting (i.e. landscape, security, sign, low voltage lighting) not listed above.
- 4.) Any private unmarked irrigation/electrical conduit/wire/sprinkler/utilities repairs.



PAYMENT SCHEDULE AS FOLLOWS:	50% upon approval:	\$1,400
	50% upon completion:	\$1,400

Work described at the price quoted is subject to adjustment for material price increases at time when work is scheduled to be performed. Material prices will be adjusted for any increases over 5% from the price at which the material was available at the time of submittal of this proposal.

Any alteration or deviations from the above specifications will be executed only upon written orders, and will become an extra charge over and above the estimate. Change orders may result in an adjustment or addition to the original price of the work including but not limited to any increased cost of labor, including overtime, additional equipment or materials. In the event such request results in one or more change orders, these orders will be invoiced as they are completed and payment is expected within 30 days from the date of the invoice. Fixtures, devices and circuits not listed are not included. All work to be completed in a workmanlike manner according to standard practices. Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by Owens Electric, Inc. may be considered grounds to terminate this agreement and subsequent warranty. Reasonable effort will be used to complete the project in a timely manner; however, all agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Owens Electric, Inc. maintains liability insurance and all workers are fully covered by Workers Compensation Insurance.

All invoices are due and payable within fifteen days from the date of the invoice. All parties agree to the payment terms as identified in the attached proposal that may include initial deposit, progress payments and final payment. Initial deposit as defined must be received prior to commencement of work. Progress payments will be invoiced and submitted via email based on the schedule outlined within the proposal and progress payment is expected within 30 days from the date of the invoice. Final payment of proposed work will be invoiced upon completion of work and payment is expected within 30 days from the date of the invoice. The scope of work shall include only the work set forth in the attached proposal. Any delinquent accounts will be subject to a monthly service charge at a rate of 18% yearly. Should we incur any costs or expenses in collecting payment per the terms of this agreement, the undersigned agrees to pay all such costs and expenses including reasonable attorney fees.

This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned. If customer terminates the project after acceptance, Customer agrees to reimburse Owens Electric, Inc. for reasonable project start-up costs incurred such as re-stocking fees, rescheduling charges permit fees, project management fees, etc. Customer agrees that such fees may be deducted prior to refunding any initial deposit paid. Customer agrees that Owens Electric, Inc. is entitled to recover reasonable attorney and collection fees.

Authorized Signature: _____
Matthew Aloy

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____ Print Name: _____ Signature: _____

Tab 3

PROJECT PROPOSAL

PROFESSIONAL SERVICE PACKAGE





ABOUT US

WHO WE ARE AND WHAT WE DO

WHO WE ARE.

Sitex Aquatics Inc. Is a Full Service Aquatic Management Company that specializes in the control and prevention of nuisance aquatic weeds, underwater vegetation and various types of algae.

Including in our general service package our options for monthly maintenance programs suitable for CDD's, HOA's, Golf Courses, Municipalities & more! In addition to the aquatic weed control, our services address everything that typically needs to be done around a pond including:

- Fountain Installation & Maintenance
- Wetland/Mitigation Maintenance,
- Fish Stocking
- Mechanical Removal of Plant Material
- Installation of Beneficial Aquatic Plants
- Pond Dye Applications
- Mosquito/Midge Fly Control
- Clarification of Muddy Water

Our staff members are all licensed applicators and regularly update their knowledge through seminars and continuing education programs. We continue to stay current in the latest advancements in our area of expertise and pass the benefits of the knowledge to our many clients.

Servicing the whole state of Florida, we offer fast, efficient, reliable and affordable service that will meet your needs and assure your satisfaction. Our customer base has grown steadily over time because our clients have come to trust us and have experienced the benefits of our services.

We are excited about the opportunity to partner with you!





OUR MISSION

RESPONSIBLE LAKE MANAGEMENT

OUR COMMITTMENT TO YOU & YOUR PROJECT.

Our greatest commitment to our clientele is the short and long term beauty, enjoyment and health of their lake and waterways.

We accomplish this through a three-fold approach that ensures an unbeatable partnership:



1. WE ARE COMMITTED TO ANSWER.

The health and presentation of your property is what keeps your business running smoothly day to day. That is why we are committed to being available to make sure that your needs are met promptly and professionally with a smile.



2. WE ARE COMMITTED TO SHARE.

The success of your business is the success of ours. That is why we are committed to transparency and detailed reports tracking our ongoing progress. When you know and understand that immediate and forthcoming challenges, wins and losses, we all win.



2. WE ARE COMMITTED TO INVEST.

Pristine lake environments are the result of carefully planned and executed project goals and requirements. That is why we are committed to investing the time required to be available for company and governing agency meetings and presentations.





OUR SERVICES

LAKE & FOUNTAIN MANAGEMENT

WHAT WE DO.

For over 15 years, our staff has been dedicated to the work, maintenance and advancement of waterways across the entire state of Florida. Much specialized training, onsite experience and ongoing education have allowed us to operate at the highest levels of professionalism and client satisfaction in each of the below service categories:



AQUATIC WEED CONTROL

We have taken great care and spent much time learning how to control and eliminate weeds in your ponds and lakes. Various methods include:

- Biological Control
- Nutrient Deactivation
- Product Treatments



FISH STOCKING

Don't forget one of the most important line items on your budget for next year: fish stocking for your pond! Benefits of having a stocked pond include:

- Reduce Insect Larvae
- A Balanced Fishery
- Less Unsightly Vegetation



ALGAE TREATMENTS

Sitex Aquatics has invested in the understanding of the underlying causes of harmful algae flora. Improve Algae conditions with Treatments:

- Oxygen Injection
- Nutrient Cancellation
- Product Treatments



FOUNTAINS & AERATION

A striking water feature enhances the landscape of any property, be it for your own small backyard oasis or a planned community.

- Otterbine Certified
- Underwater Aeration
- Fountain Aeration



NATIVE PLANTINGS

Maintaining dense beneficial vegetation around your lake or pond is extremely important for improving water quality and preventing erosion.

- Proper Buffer Management
 - Mosquito Control
 - Visually Beautifying



WATER CLARIFICATION

Add oxygen to your waterway aeration to reduce the growth of algae and thereby accelerate the breakdown of organic matter.

Treatments Include:

- Water Aeration
- Oxygen Injections
- Product Treatments





5273 Giron Cir
Kissimmee, FL 34758
407.717.5851

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Harrison Ranch CDD hereafter called "customer"

Customer: Harrison Ranch CDD
C/O: Rizzetta & Company
Address: 12750 Citrus Park Lane suite 115 Tampa, FL 33625
Contact: Mr. Justin Croom
Email JCroom@rizzetta.com
Phone: 850.334.9055

- Sitex agrees to provide aquatic management services for a period of 12 months
In accordance with the terms and conditions of this agreement in the following sites:

Fifty-Four (54) Ponds (96 acres) located @ Harrison Ranch in Parrish, FL (see attached map)

- Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

1. Shoreline Grass and Blush Control	Included
2. Underwater, Floating and Algae Treatment	Included
3. All Services Performed by State Licensed Applicator	Included
4. Treatment Report Issued After Each Visit	Included
5. Use of EPA Regulated Materials Only	Included
6. Callback service as needed	Included

Service shall consist of Twenty-four (24) treatments per year as needed

- Customer agrees to pay Sitex the following amount during the term of this agreement

The terms of this agreement shall be: 1/01/2020 thru 1/01/2021
Agreement will automatically renew as per Terms & Condition

Start-up charge:	N/A
Monthly Service Amount:	\$3,455.00
Total 1 st year of service	\$41,460.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

- Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Submitted: Joe Craig

Date: 10/1/19

Accepted

Date:

Joseph T. Craig

Terms and Conditions

- Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated though an addendum.
- The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.
- This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.
- Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.
- Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.
- Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
- Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.
- It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.
- Sitex shall maintain the following insurance coverage and limits; (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability. A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage.
- This Agreement shall be governed by the laws of the state of Florida.

SITEX AQUATICS LLC

Google Earth

© 2018 Google

4000 ft



5273 Giron Cir
Kissimmee, FL 34758
407.717.5851

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Harrison Ranch CDD hereafter called "customer"

Customer: Harrison Ranch CDD
C/O: Rizzetta & Company
Address: 12750 Citrus Park Lane suite 115 Tampa, FL 33625
Contact: Mr. Justin Croom
Email JCroom@rizzetta.com
Phone: 850.334.9055

- Sitex agrees to provide aquatic management services for a period of 12 months
In accordance with the terms and conditions of this agreement in the following sites:

Thirty-nine (39) Wetland Buffer areas (47.15 acres) located @ Harrison Ranch in Parrish, FL (see attached map)

- Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

1. Quarterly treatment of Cat I & II nuisance/exotic vegetation	Included
2. Wetland buffer "Spray & Lay service"	Included
3. All Services Performed by State Licensed Applicator	Included
4. Treatment Report Issued After Each Visit	Included
5. Use of EPA Regulated Materials Only	Included
6. Callback service as needed	Included

Service shall consist of Four (4) treatments per year "quarterly"

- Customer agrees to pay Sitex the following amount during the term of this agreement

The terms of this agreement shall be: 1/01/2020 thru 1/01/2021
Agreement will automatically renew as per Terms & Condition

Start-up charge:	N/A
Quarterly Service Amount:	\$11,750.00
Total Annual Cost:	\$47,000.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

- Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

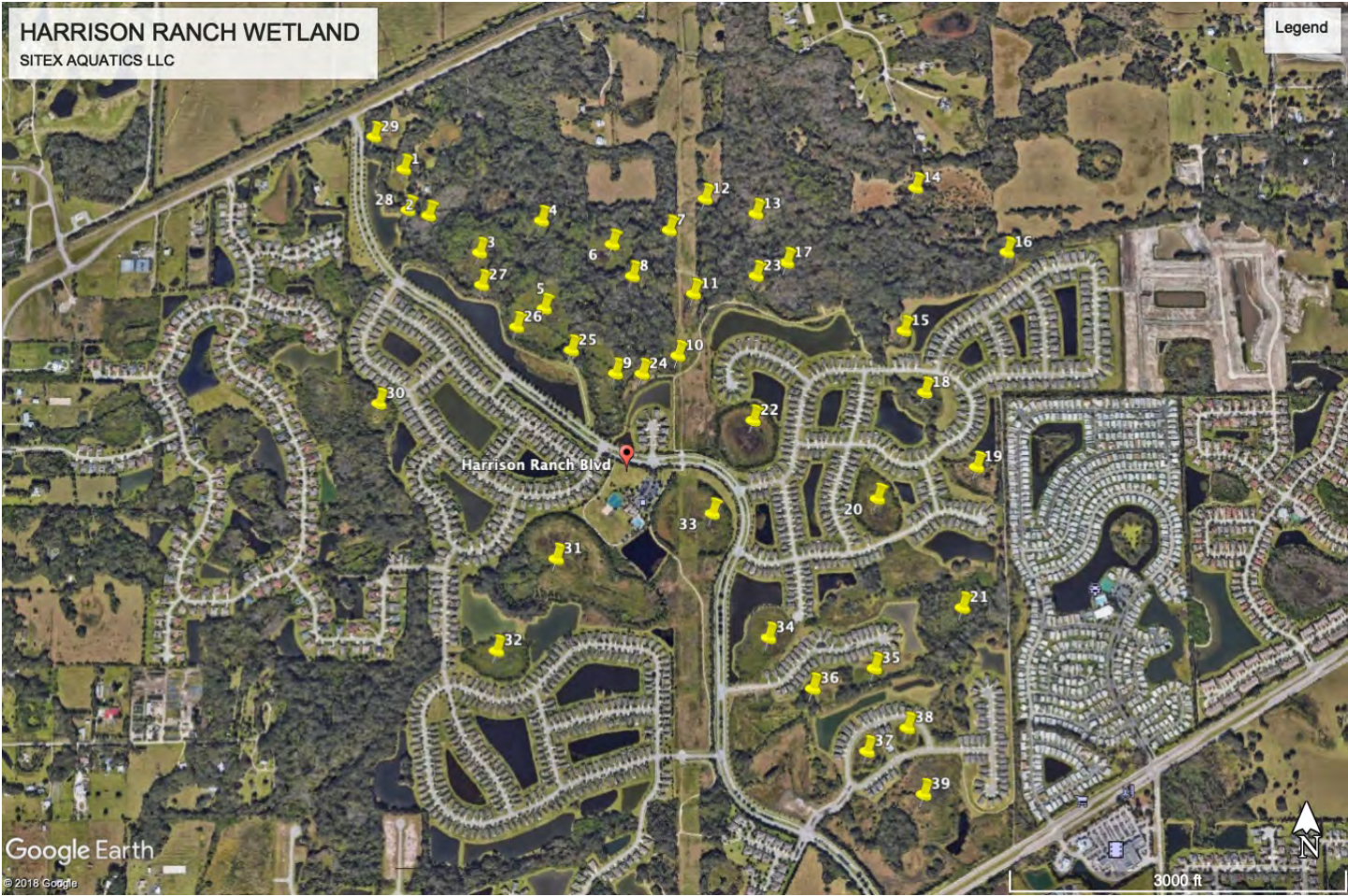
Submitted: Joe Craig

Date: 10/1/19

Accepted

Date:

Joseph T. Craig



Tab 4

Harrison Ranch

FIELD INSPECTION REPORT



October 31, 2019

Rizzetta & Company

John R. Toborg – Sr. Field Services Manager



Rizzetta & Company
Professionals in Community Management

General Updates, Community-Wide Issues, Recent & Upcoming Maintenance Events

- During the month of November, all St. Augustine turf shall receive an application of 15-0-15 fertilizer with a pre-emergent herbicide. Also during the month of November, all palms are to receive an application of 8-2-12+4Mg fertilizer.

The following are action items for Down To Earth 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. **Orange** is for Staff & **Bold Black** is for the BOS, either information or direction needed,

1. Begin to selectively prune the Japanese Blueberries surrounding the pool deck in a more conical shape.
2. Remove the lacy, vining weed on the Schillings Holly on the back side of the gym.

3. **The fill-in plantings on the back side of the main activity room in the clubhouse have been completed. (Pic 3)**



4. We need to keep the Variegated Ginger from encroaching into the sidewalks at the pergola area between the clubhouse and the courts.
5. Even out the heights of the Viburnum on the NW side of the tennis courts.

6. Ensure the middle Palm on the north corner of the basketball courts receive 3-4 lbs. of fertilizer. This palm exhibits a paler green color which sometimes indicates a deficiency of Nitrogen. (Pic 6)



7. We probably should clear the Begonias directly in front of the landscape lights in front of the clubhouse, so they do not cast shadows on the building. This same thing should be done at village entrances where they block the lights.
8. Tip the Star Jasmine at the front gate entering the pool deck.
9. Inspect the turf on the clubhouse roundabout for chinch bug as there are symptoms appearing in spots. Treat accordingly.



Clubhouse, HR Blvd. Toward US 301, 50th Lane

10. Make sure the newly planted Crape Myrtle in the clubhouse parking lot receives adequate irrigation for the grow-in period. I didn't see any additional drip lines or flood bubblers. Nor did I see a water saucer constructed over the root ball. (Pic 10)



11. Leaving the clubhouse and heading toward US 301, the first bed under the power lines needs to be detailed and weeded.
12. Also beds on the HR Blvd. medians need to have their edges defined and weeds removed. The curb lines along HR Blvd. need to be hard-edged.
13. The thinned-out Awabuki Viburnum along the entire length of the HR Blvd. west buffer needs to be cut back to encourage new, fuller, more compact growth. Also, there may be a need to apply a fungicide as this plant is prone to powdery mildew.
14. I've requested the Arboricola to be maintained slightly higher (app. 12") than the adjacent Variegated Confederate Jasmine at the tips of the HR Blvd. medians. Also the VCJ needs to be kept off the Palm trunks planted within the bed. Neither is occurring. (Pic 14>)
15. Weeds are also overtaking the trail in several areas throughout the community including the majority of the trail parallel to the west side of HR Blvd.

16. Diagnose the cause of the stressed turf in the ROW of 50th Lane East between 100th Dr. E & HR Blvd. Treat accordingly.

17. In the same area as above, most trees in the open lawns on the north and south sides of 50th Lane E east of 100th Dr. E still have a large amount of low-hanging Spanish Moss & still need to be lifted. We first addressed this back in March and April. (Pic 17)



18. There appears to be a significant leak on the west side of HR Blvd. south of 50th Lane East. This was reported to D2E during this inspection. (Pic 18>)
19. Remove Tree Ligustrum suckers.
20. Cut back all Knockout Roses and treat with organic fertilizer, insecticide & fungicide.



Main Entrance, Normande East, Trail At 48th Street

21. Remove dead Loropetalum at the northern end of the main monument wall on the inbound side of the main entrance. The remaining Loropetalum should be cut to the ground in a rejuve cut and perhaps treated with a foliar spray of 0.5 lbs. powdered copper sulfate pentahydrate and 0.25 lbs. fresh hydrated lime to 10 gallons of water. This can sometimes reverse Loropetalum decline. (Pic 21)



22. North of the Loropetalum in Item 21, there is a bed of Bulbine with a lot of grassy weeds that need to be eradicated.

23. App. 100' north of the inbound monument, there is an area where water is running over the sidewalk. Is this from a valve not sealing properly or runoff from the torrential rains the previous Monday evening? (Pic 23>)

24. Top the Podocarpus around the junction box near the Normande East entrance.

25. The plant material at the entire Normande East entrance appears to be "hungry". Ensure all plant materials here have received the proper amount of fertilizer, if not more. There is also damage to a Dwarf Asian Jasmine bed on the inbound side of NE. Inspect for broken irrigation.

26. Remove tree straps that are blowing in the wind on most trees along 48th Street E coming into Normande East.

- 27. There is no improvement to the amount of weeds in the trail on the south side of 48th Street E approaching 111th Terrace East. (Pic 27)**



28. Street trees along the east side of HR Blvd. north of Normande East still have a lot of Spanish Moss hanging.

29. The Viburnum on the west buffer of HR Blvd. in the vicinity of the Chillingham entrance needs to be maintained at a consistent height.

30. There is also water coming over the sidewalk on the south side of the Chillingham entrance with muddy tracks in the turf. Do we have an irrigation break here? (Pic 30)



31. Eradicate weeds (Torpedograss) in the Juniper beds at Chillingham and make sure to continue to keep a clear delineation between the Dwarf Asian Jasmine beds and all other adjacent plantings.

32. Remove a dead Juniper directly in front of the Chillingham sign.

33. During this inspection, It was noted that the D2E cress had come and mowed behind the sidewalk along HR Blvd. down toward the water's edge several feet then stopped. Did a separate pond mow crew return to finish this job? Bi-weekly mowing did not start until the 1st of November.

34. Remove suckers from Tree Ligustrum at the entrance at 55th Ct. E.

35. The CDD is still due a replacement Sweet Viburnum on the NE corner of the Lift Station at 58th Street E & 107th Terrace E. These were planted by D2E and a couple died. This bed also needs to be defined and detailed.

36. Has anything progressed after discovering the controller on 63rd Street E had no power going to it? **This is the street that connects with our neighboring community to the east.**

37. Remove suckers from the single-trunk Crapes at 55th Lane East entrance. There is a lot of brown in the Podocarpus around the junction box at this entrance. D2E to diagnose the cause and treat accordingly.

38. The trail off the north side of HR Blvd. across from the southern leg of 58th St. E also needs to have weeds removed.

39. Hand remove the tall weeds in the Juniper bed under a cluster of Magnolias approaching 60th Lane E from the south.

40. There remain many volunteer Brazilian Peppers in the HR Blvd. west buffer.

41. There also remains extremely thin Awabuki Viburnum along this berm between the 58th Street East intersections. These should be selectively pruned and treated. **Is irrigation working properly in this area?**

42. Also along this same berm, many trees remain full of Spanish Moss.

43. The beds on the last median before getting to Erie is also extremely weedy. Tree Ligustrum near the northern tip of this median need to be trimmed.

44. We should consider pressure washing at least some PVC Fence panels with the worst coverage of algae leading up to Erie.



45. What is occurring with what appears to be newly installed turf that has died near a cluster of irrigation valve boxes at Erie? This turf needs to be replaced. (Pic 45)



46. There are still 2-3 trees that require lifting and Spanish Moss removal as well as tree ring detail in the open triangular lawn on the west side of HR Blvd. south of Erie. (Pic 46)



47. Every light pole on the northern FH Blvd. median has been sprayed around with RoundUp. This is strictly prohibited in the Scope of Services.

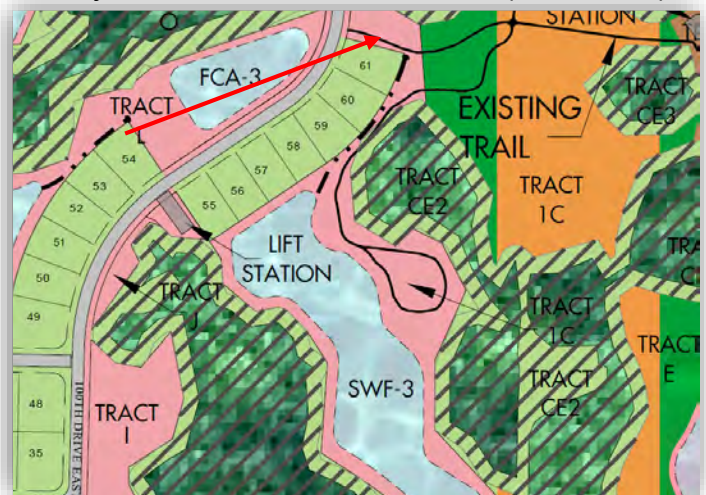
48. It appears crews are stopping mowing the swale behind the homes along 58th Street E at a certain point and not continuing. This has been discussed before and needs to be completely mowed to the tree line. (Pic 48>)

49. The Wax Myrtles around the Lift Station on 98th Avenue E need to be selectively tipped. Do not shear. The Southern Red Cedars south of this Lift Station should be cut vertically behind the sidewalk, so they are not encroaching.

50. There is a lot of duff left behind in the 98th Ave. E and 50th Street Circle E park that should be removed as well as some trees needing lifting.

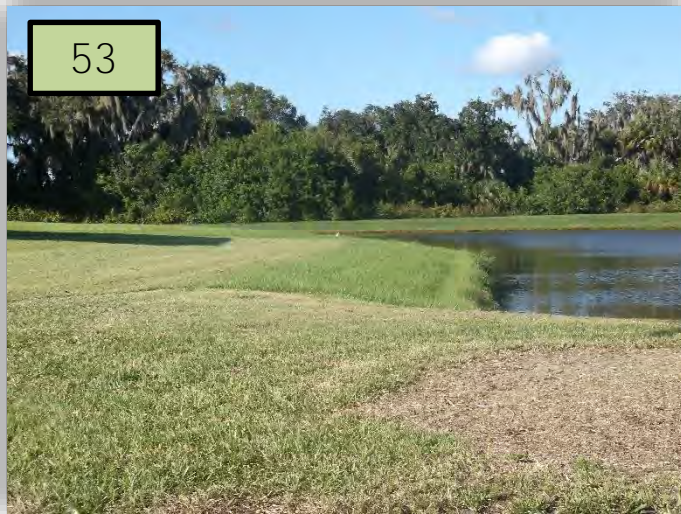
51. The Tree Ligustrum along 100th Drive E still need to have suckers removed from their bases.

52. The weeds in the trail in this area may have been sprayed and have died, however, now they should be hand –removed. (see below)



100th Drive, 46th Court, 58th Street Berm

53. Mowers also stopped short of the ponds edge along Pond FCA-3 along 100th Drive E near the Lift Station & SWF-2. Did they return? (Pic 53)



57. Also in this same area of the berm, there is browning Juniper that needs to be diagnosed and treated, but also have all the brown trimmed out. Arboricola is long and leggy and there is a lot of landscape debris lying on top of the shrub beds. In general, this area all needs to be cleaned up. (Pic 57)



54. Wax Myrtles also need to be selectively tipped at the Lift Station on 100th Dr. E. Do not shear.

55. Crews need to maintain the Sweet Viburnum behind the homes on 46th Court E at a consistent height. It is very close to becoming unmanageable.

56. What is occurring, irrigation-wise, along the west berm of HR Blvd. between the 58th Street East intersections? Several inquiries have gone out but remain unanswered regarding this failing Awabuki Viburnum hedge. (Pic 56)



Proposals

1. I will request a proposal from the incoming vendor to flush cut three (3) dead Sabal Palms in the buffer behind the homes on the 106th Terrace East cul-de-sac. As an option, I will ask them to provide the price to replace with Sabal Palms of like size. (Pics 1a & b)



Tab 5



**MANAGEMENT REPORT
OCTOBER, 2019**

TO: Harrison Ranch CDD Board
Harrison Ranch Master Association Board
Villas of Harrison Ranch Board

FROM: Barbara McEvoy, Community Manager

CDD

Completed Items:

- Monument work (letters painted, missing letter in Corriente replaced, etc.)
- Agreement for interior/exterior pest control at Clubhouse
- Replacement of pool pump motor
- Recommendations regarding subcontractors, vendors, non-residents, etc. approved by board. Implementation in process.
- Light replacement at 100th Drive East
- Adjusted timer on tennis court light
- Implementation of new clubhouse hours, specifically for rentals and after-hours clubs
- Budget preparation
- Pool remodel
- Continuing to work with Health Department regarding pool issues
- Need to relocate ADA chair at pool
 - Will be done by Splash Pools after pool tile work completed
- Paver repairs/levelling (pool deck)
 - Will be done by Splash Pools after pool tile work completed
 - add rock around bball court (same as tennis court)
 - add shrubbery at north end of bball court to block sound
- Room divider – in process/awaiting delivery of doors
- Replacement of gym security camera

Items in Process:

- Review Reserve Study items, obtain bids as approved by BOD:
 - Interior/exterior paint
 - Interior furniture
 - Picnic tables at playground
 - Ordering
 - Picnic grills
 - Pool trellis paint
 - Fitness Equipment
 - Obtaining additional proposals
- Revisions to rules & regs
 - In process
- Investigate modification of pool gates to comply with ADA
 - Awaiting quote from Gate Pros
 - Need to discuss with Board
- Ongoing landscaping & pond issues
 - Daily communication with residents, field services manager, landscape company, aquatics company
- Requested quotes from D2E:
 - add plants to block lot at exit from Normande East
- Upgrading wifi in clubhouse
 - Frontier service upgrade to 200/200 mbps
 - Hardware and wiring scheduled 10/5
 - Continuing efforts with Frontier
- Ongoing issues with wild hogs
- Traffic enforcement/sign issue
- Update access card database
 - In process
- Irrigation leak under bball court, resulting in hole. Repairs in process:
 - re-locate irrigation line(s)
 - repair to hole in court
 - Repairs made – vendor is strongly recommending resurface of entire court. Awaiting schedule
- Schedule pressure washing of clubhouse and all neighborhood monuments after rainy season
- Broken pipe in rear yard between 2 homes
- A/C issues in clubhouse (leaking under floor in manager's office)
 - Water mitigation inspection. Insurance claim to be filed by CDD manager
- Training of new activities coordinator
 - Ongoing

Events & Activities : October 2019

Event Notes & Overview

Community Potluck: No attendance, but realized it was due to quick turnaround from date the monthly calendar was sent out. Will aim to advertise earlier!

Bingo: Offered on regular Tuesday and time, have been seeing declining numbers. Perhaps add different date/time?

Luau Pool Party: Replaced Fall Festival with Luau for our grand pool re-opening, HUGE hit! Tons of families and kids, food trucks out back, games in the field, bounce houses, steel drums, and Polynesian show. Lots of great feedback from residents.

Happy Hour/Trivia: Many flyers were taken but poor attendance. In future, need to take RSVP and potentially cancel if too low a number. The 5 who attended really enjoyed. Weather may have affected attendance as we were expecting tropical storm to blow through – very heavy rain.

Pumpkin Paint: Purchased 55 pumpkins, requested RSVP, only 8 children/families RSVP'd. Had some walk ins as well, but many leftover pumpkins even after giving 2-3 per child. Parents loved this event and thanked me for offering. Perhaps RSVP deters? Mention walk-ins welcome if supplies are available?

Halloween Party: HUGE success, lots of happy families! Ran out of cookies (purchased 72, doubled up in beginning before I saw influx of attendees). Party games were a hit, and scavenger provided activity for parents and kids to do together. Definitely should plan for more next year!

Program Attendance and Financials

<u>Event</u>	<u>Date</u>	<u>Attendance</u>	<u>Expenses</u>
Community Potluck	10/4/2019	0	\$20.58
Bingo	10/8/2019	15	\$0
Luau Pool Party	10/13/2019	250-300?	\$2,658.68
Happy Hour/Trivia	10/18/2019	5	\$400
Pumpkin Paint	10/19/2019	15	\$117.98
Halloween Party	10/26/2019	40+ kids	\$56.27

Upcoming Activities

Over 50's Potluck	11/8/19
Bingo	11/12/19
Happy Hour	11/15/19
Thanksgiving Craft Day	11/23/19

Master HOA

Completed Items:

- ARC meeting – 30 applications
- Various meeting with residents
- Weekly violation inspections
 - Phone calls, emails, and visits in response
- Attendance Board Meeting
- Preparation of annual meeting and election mailer & 2020 draft budget
- Revisions and updates to violation reports
- Revisions to ARC Guidelines
- Refunds processed for all overpaid accounts
- Prepared collection policy to allow for automatic follow up by management company software on all delinquent accounts
- Finalized revisions to ARC Guidelines after meetings with ARC and ad hoc committee
- Attended and participated in hearing on legal matter
- Hired and training part time compliance assistance

Items in Process:

- Insurance proposals/legal opinion received
 - Obtaining additional quotes
- Ongoing accounting issues/info needed from Rizzetta.
 - Work with volunteer to review 3 years of bank statements
- Working with property management companies to obtain copies of all leases
- Updated financials
- Budget 2020
- Ongoing training in Vantaca

Completed Items:

- Lighting at Normande East gate
- Paving Normande West
- Roof inspection & repairs
- Insurance appraisal received, insurance updated per recommendation
- New contract for exterior extermination signed
 - First service with Fahey scheduled 8/8
- Mailer to all owners to update their information
- Attended various individual meetings with board members, finance committee members, residents, etc.
- Annual/Budget meeting
- Fence extension at swimming pool
- Disputed invoice from Main Gate (April 2019)
- Credit card received
- Cancellation of landscape contract (D2E)

Items in Process:

- Pool heater to be installed in October
- Review of termite contract
 - Meeting with Massey
- Obtained proposal for extermination at pool cabana
- Gate repairs/issues
- Completion of irrigation leak (leak repaired, need to fix hole, etc.)
 - Delayed due to rain
- Updated financials
- Scheduling roof repairs and related communications
- Obtaining quotes for:
 - Pressure washing
 - Tree trimming
 - Mulch
 - ON HOLD!
- Irrigation leak in Normande East
- Pool issues –
 - Duck droppings
 - Chipped tiles
 - Fire ants
 - Broken light
- Ongoing issues with gates
- Various emails to and from board members, finance committee members regarding changes to financials, legal statutes, governing documents, processes, etc.
- Work with board member(s) regarding financial history, reserves, etc.

- Cancel Spectrum account at cabana
 - Then reinstall for lower rate

Tab 6

Proposal is Provided By:

Florida Southern Roofing

Maxwell Cherbonneau
6653 19th Street East
Sarasota, FL 34243
(855)ROOF PRO
Max@floridasouthern.com



Proposal is Provided To:

Rizzetta & Company Of Harrison Ranch

Harrison Ranch CDD C/o Barbara McEvoy
5755 Harrison Ranch Boulevard
Parrish, Florida 34219
941-776-9725
bmcevoy@rizzetta.com

October 4, 2019

To: Harrison Ranch CDD C/o Barbara McEvoy ,

Thank you for contacting Florida Southern Roofing, we appreciate the opportunity to help you with your roofing needs. We recently performed an inspection of your roof regarding the active leaks you are experiencing and found the following deficiencies in need of repair.

Florida Southern Roofing proposes to do the following work for the leak reported at the Clubhouse Fitness room location.

1. We will remove all roofing materials and underlayment in the leak area at the approximated distance of 10'x10' to inspect for damaged roof sheeting, all damaged sheeting will be replaced at an additional \$75.00 per sheet.
2. New self adhering shingle underlayment will be installed and properly tied into the existing roofing materials.
3. New shingles will be installed and tied into the existing roofing materials, due to the age of the roof the color may not be a perfect match.
4. Florida Southern Roofing will remove and dispose of any construction related debris.
5. Florida Southern Roofing will warranty all work done for one year.

Price to do this work is \$ 750.00

Payment is due upon completion of work.

Florida Southern Roofing looks forward to working with you on this project and appreciates your trust in our ability to take care of your roofing needs.

Florida Southern Roofing

Proposal

I am authorized to offer, on behalf of my company, to provide the goods and services specified in this proposal. I agree to all terms specified in this proposal.

x  10/4/19

Maxwell Cherbonneaux
Florida Southern Roofing

I am authorized to accept this proposal on behalf of my firm. I agree to all terms specified in this proposal.

x _____ Date

Harrison Ranch CDD C/o Barbara McEvoy
Rizzetta & Company Of Harrison Ranch

Tab 7

MINUTES OF MEETING

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

**HARRISON RANCH
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harrison Ranch Community Development District was held on **Monday, October 14, 2019 at 1:30 PM** at the Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish, Florida 34219.

Present and constituting a quorum were:

Richard Green	Board Supervisor, Chair
Charles Parker	Board Supervisor, Vice Chair
Jay Morrison	Board Supervisor, Asst. Secretary
Julianne Giella	Board Supervisor, Asst. Secretary
Sue Walterick	Board Supervisor, Asst. Secretary

Also present were:

Justin Croom	District Manager; Rizzetta & Company
Jere Earlywine	District Counsel; Hopping Green & Sams
Jeb Mulock	District Engineer; ZNS Engineering
Barbara McEvoy	HOA Manager; Rizzetta & Company
Peter Simos	Aquatic Systems
Carson Matthews	Down to Earth
John Amarosa	Down to Earth
John Toborg	Field Services Manager; Rizzetta & Company
Jason Jackson	Aquatic Systems
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Mr. Croom called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments

- There were no comments from the Audience

THIRD ORDER OF BUSINESS

Staff Reports

A. Aquatics Update

i. Presentation of Waterway Inspection Report

Mr. Croom presented the latest Waterway Inspection Report. Discussion ensued regarding monthly treatments along the shoreline and ponds.

ii. Consideration of Aerator Maintenance Proposal

Mr. Croom presented a proposal for aerator maintenance from Solitude Lake Management to the Board for consideration. Mr. Simos from Aquatic Systems informed the Board that they will be doing midge fly treatments on Wednesday.

On a motion by Mr. Green, seconded by Mr. Morrison, with all in favor, the Board of Supervisors approved the aerator and maintenance agreement including electric at a not to exceed amount of \$7,500.00 for the Harrison Ranch Community Development District.

B. Landscape Maintenance Update

i. Review of Field Inspection Report

Mr. Croom presented the field inspection report and responses from Down to Earth to the Board. The Board would like to add another site visit with the Field Service Manager from Rizzetta. A discussion ensued regarding irrigation concerns.

ii. Ratification of Landscape Proposals

Mr. Croom presented several landscape enhancement proposals to the Board for consideration.

On a motion by Mr. Green, seconded by Mr. Morrison, with all in favor, the Board of Supervisors approved the Landscape Enhancement proposals from Down to Earth at a total cost of \$47,554.95 for the Harrison Ranch Community Development District.

C. District Counsel

No report provided.

D. District Engineer

The Board discussed the land use change to the parcels in the front of the District.

E. Clubhouse Staff

i. Presentation of August 2019 Management Report

Ms. McEvoy addressed her report and answered questions from the Board.

On a motion by Mr. Green, seconded by Mr. Parker, with all in favor, the Board of Supervisors approved the LED lighting proposal at a total cost of \$12,630.00 for the Harrison Ranch Community Development District.

ii. Consideration of Roof Leak Repair Proposal

Mr. Croom presented a proposal for roof repair for the clubhouse fitness room to the Board for Consideration. The Board would like to table this proposal. The Board would like Ms. McEvoy to have the attic inspected for structural issues. The Board would also like an update on pool pavers and lighting issues.

F. District Manager

Mr. Croom stated that the next regular meeting of the Board of Supervisors is scheduled to be held Monday, November 11, 2019 at 6:30 PM at the Harrison Ranch Clubhouse.

On a motion by Mr. Green, seconded by Mr. Morrison, with all in favor, the Board of Supervisors approved a not to exceed amount of \$3,700.00 for resurfacing the basketball court for the Harrison Ranch Community Development District.

On a motion by Mr. Green, seconded by Ms. Giella, with all in favor, the Board of Supervisors authorized the use of reserves at a not to exceed amount of \$40,000.00 for gym equipment for the Harrison Ranch Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of Minutes of Board of Supervisors' Regular Meeting held on September 9, 2019

Mr. Croom presented the minutes of the Board of Supervisors' meeting held on September 9, 2019 to the Board for consideration.

On a motion by Mr. Morrison, seconded by Ms. Walterick, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting, as amended, held on September 9, 2019 for the Harrison Ranch Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Operations &
Maintenance Expenditures for
September 2019**

Mr. Croom presented the Operations & Maintenance Expenditures Report to the Board for consideration.

On a motion by Ms. Walterick, seconded by Mr. Green, with all in favor, the Board of Supervisors ratified the September 2019 (\$131,289.42) Operations & Maintenance Expenditures Report for the Harrison Ranch Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Addendum to District
Services Contract**

Mr. Croom presented the addendum to the contract for professional district services that includes additional services from Rizzetta & Company for consideration. Discussion ensued.

On a Motion by Mr. Parker, seconded by Mr. Green, with all in favor, the Board of Supervisors approved the addendum to the contract for professional district services with Rizzetta & Company for the Harrison Ranch Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Addendum to Field
Services Contract**

Mr. Croom presented the addendum to the contract for professional field services with Rizzetta & Company for consideration.

On a Motion by Ms. Walterick, seconded by Ms. Giella, with all in favor, the Board approved the addendum to the contract for professional field services with Rizzetta & Company for the Harrison Ranch Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Aquatic Services
Proposal**

Mr. Croom presented the proposal from Sitex Aquatics for Aquatic Management Services to the Board for consideration. The Board would like to table this proposal.

NINTH ORDER OF BUSINESS

**Consideration of Reserve Study
Proposal**

Mr. Croom presented a proposal for a reserve study inspection for the Harrison Ranch CDDD from Florida Reserve Study and Appraisal. The Board would like to table this proposal.

TENTH ORDER OF BUSINESS
Contract

Ratification of Campus Suite

On a Motion by Mr. Morrison, seconded by Ms. Walterick, with all in favor, the Board Ratified the ADA website compliance and maintenance services agreement with Campus Suites for the Harrison Ranch Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-01,
Adopting Policy Regarding
Improvements with District
Easements**

Mr. Croom presented Resolution 2020-01 to the Board which will adopt policies regarding improvement within District Easements.

On a Motion by Mr. Green, seconded by Mr. Parker, with all in favor, the Board adopted Resolution 2020-01 for the Harrison Ranch Community Development District.

TWELFTH ORDER OF BUSINESS

Supervisor Requests

Mr. Morrison to see a proposal for bike racks at the bus stops.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Parker, seconded by Mr. Morrison, with all in favor, the Board of Supervisors adjourned the meeting at 3:54 PM for the Harrison Ranch Community Development District.

Asst. Secretary

Chair / Vice Chair

Tab 8

**AMENDED AND RESTATED
RULES OF PROCEDURE
HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF NOVEMBER 11, 2019

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Rule 1.0 General.

- (1) The Harrison Ranch Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "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 the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (____) _____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "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."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
 - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
 - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if [the proposals are too high](#), or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective November 11, 2019, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Tab 9

RESOLUTION 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Harrison Ranch Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Manatee County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District has previously adopted Rules of Procedure to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and restated Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of November 2019.

ATTEST:

**HARRISON RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary
Exhibit A: Rules of Procedure

Chairman, Board of Supervisors

EXHIBIT A:
AMENDED AND RESTATED RULES OF PROCEDURE

Tab 10

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES

**Justin Croom
District Manager
9428 Camden Field Parkway
Riverview, Florida 33578
(813) 533-2950**

**Rizzetta & Company, Inc.
Amenity Center Manager
Harrison Ranch CDD Clubhouse
5755 Harrison Ranch Boulevard
Parrish, Florida 34219
(941) 776-9725**

PART 1: Harrison Ranch Community Development District

Amenity Operating Rules

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2019)

Effective Date: November 11, 2019

In accordance with Chapters 190 and 120 of the *Florida Statutes*, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harrison Ranch Community Development District adopted the following rules to govern the operation of the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

DEFINITIONS

The following definitions shall apply to these rules in their entirety:

"Access Card" – shall mean the identification card issued to Patrons.

"Amenities" – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse, fitness center, swimming pool, multi-purpose field, tennis courts, playground, picnic area, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

"Amenities Rules" or "Rules" – shall mean all Amenities Rules of the District, as amended from time to time.

"Amenity Manager" – shall mean the District's amenity management contractor (presently, Rizzetta & Company, Inc.) and the individuals hired by the amenity management contractor to manage the Amenities, including but not limited to the Activities Director.

"Annual User Fee" – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's Rules.

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"District" – shall mean the Harrison Ranch Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District (presently, Rizzetta & Company).

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the legal age of majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

“Guest Access Card” – A type of Access Card purchased at the request of a Patron and for use by a Weekly Guest on a temporary basis.

“Non-Resident” – shall mean any person that does not own property within the District.

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District, and who is therefore a Patron for purposes of these Rules.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Patrons, and Renters.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or Family owning property within the District.

“Weekly Guest” – shall mean a Guest who is visiting a Patron for a limited amount of time and who purchases a weekly Guest Access Card.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Renter's Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron may bring a maximum of eight Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place an eight-Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to eight Guests each for a total of thirty-two Guests, but instead can only bring a total of eight Guests on behalf of the entire household.

1. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply.
2. Guests shall be subject to all rules and policies, including but not limited to these Rules, as the Board may adopt from time to time, and shall be required to sign the Consent and Waiver Agreement attached hereto as **Exhibit A**.
3. Weekly Guests who have purchased a Guest Access Card are not required to be accompanied by a Patron; however, they are not entitled to bring additional Guests. The Patron by which the Guest Access Card was purchased is responsible for any harm caused by the Patron's Weekly Guest while using the Amenities.

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Consent

and Waiver Agreement, a copy of which is attached hereto as **Exhibit A**, along with any other paperwork that may be required by the Amenity Manager.

ACCESS CARDS

Use of Access Cards. Patrons and Weekly Guests can use their Access Cards to gain access to the Amenities. Upon arrival at the clubhouse or other amenity facility, Patrons and Weekly Guests will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron or Weekly Guest provide an Access Card to another person to allow him or her to use the Amenities.

Issuance of Access Cards. Each Patron ten years of age or older will receive one Access Card upon registration with the District. In the District's discretion, Guests participating in community programming may be required to exchange their driver's license or other valid identification for a temporary Access Card for the duration of the programming.

Non-Transferrable. Access Cards are the property of the District and are non-transferable except in accordance with the District's Rules.

Lost or Stolen Cards. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

COMMUNITY PROGRAMMING

Resources. The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests and skill levels. Each year, the Amenity Manager will evaluate and improve upon existing programs, as well as continually add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Patrons can easily find information on new programs and events by picking up the monthly program calendars, reviewing the community bulletin board, or by contacting the Amenity Manager at the clubhouse:

Amenity Manager
The Clubhouse at Harrison Ranch
5755 Harrison Ranch Blvd.
Parish, Florida 34219
941-776-9725

Patrons and Guests Only. Unless otherwise directed by the District or Amenity Manager, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees and signing of all applicable waivers.

1. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.
2. If the District or Amenity Manager authorizes additional Guests to participate in community programming (i.e. those not accompanied by a Patron), the Guest shall be permitted to use only those portions of the Amenities where the programming is conducted. Use of the facilities shall be limited to the Guest only, and shall not permit his/her family members to use the Amenities during the programming or otherwise.
3. In the District's Discretion, Patrons and Guests may be required to sign in with the Amenity Manager or Amenities staff prior to participating in any programming.

Registration. Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

Programs and Activities. All programs and services including personal training, group exercise, tennis lessons, swim lessons, instructional programs, competitive events, and other programs must be conducted through the Amenity Manager or as directed by the Board, unless otherwise provided herein. A schedule of activities for the Amenities will be posted in each area and updated by the Amenity Manager.

Athletic Teams. The District may from time to time authorize certain District sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District's Rules apply to all such teams, and all such members of any outside teams shall be considered Guests within the meaning of these Rules. Please contact the Amenity Manager for further information.

Cancellation by the District. The Amenity Manager will notify Patrons if there is a need to change or cancel a program. If a program is cancelled, Patrons will be issued a refund or credit on their account.

Refunds. Program refunds and credit may be granted on a case by case basis. Refunds and credits after the program registration deadline or after a program begins may not be approved.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Rules of the District.

ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE DISTRICT'S RULES AND POLICIES AS MAY BE ADOPTED AND/OR AMENDED FROM TIME TO TIME. AS SET FORTH MORE FULLY LATER HEREIN, THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY ACCIDENTS, PERSONAL INJURY, OR DAMAGE TO, OR LOSS OF PROPERTY ARISING FROM, THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES.

THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE OF THE PLAYGROUND, POOL, ETC. CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND THOSE OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the on-site Amenity Manager at 941-776-9725, and to the office of the District Manager at 813-533-2950.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The clubhouse will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise expressly stated herein, the following additional guidelines govern the use of all of the Amenities:

1. ***Registration and Access Cards.*** All Patrons, Weekly Guests, and Guests who have obtained a temporary Access Card must have their assigned Access Card upon entering the clubhouse or other card-secured areas. Cards are only to be used by the Patron, Weekly Guest, or Guest to whom they are issued. Patrons, Weekly Guests, and Guests must present their Access Cards upon request by the Amenity Manager.

2. **Guests.** Guests must be accompanied by a Patron while using the Amenities, except for a Weekly Guest who has purchased a Guest Access Card, or a Guest who has obtained a temporary Access Card.
3. **Minors.** Because the Amenities are not supervised, and for safety reasons, minors age 10 or younger must be accompanied by a responsible adult when using the Amenities. As noted above, parents and legal guardians are responsible for their minor children who use the Amenities, and the District strongly encourages parents and legal guardians to accompany and supervise their minor children while at the Amenities.
4. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts, pants/shorts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas.
5. **Food and Drink.** Food and drink will be limited to designated areas only.
6. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities, except at pre-approved special events. Patrons who rent the Amenities will be required to notify the District if alcohol is expected to be consumed or served at the event.
7. **No Smoking.** Except in designated areas, smoking (including e-cigarettes) is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the Amenity Manager.
8. **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
9. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATVs), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
10. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
14. **Profanity.** Loud, profane or abusive language is prohibited.
15. **Horseplay.** Disorderly conduct and horseplay are prohibited.
16. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know

- if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
17. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
 18. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
 19. **Commercial Activities Prohibited.** Except as permitted by the District, no commercial activities shall be conducted at the Amenities. This shall not prohibit the District from contracting with vendors to provide amenities programming or other services for the benefit of Patrons.
 20. **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
 21. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
 22. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and Rules, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
 23. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
 24. **Grills.** Grills are permitted only outdoors and at the discretion of, and in areas designated by, the District.
 25. **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.
 26. **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and Guests are asked to keep their ringers turned off or on vibrate while in the clubhouse.
 27. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

FITNESS CENTER

The following Rules apply to the District's fitness center:

1. ***Exercise at Your Own Risk.*** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program.
2. ***Usage Restrictions.*** For safety reasons, only Patrons and Guests ages 14 and older may use the fitness center. Patrons 13 and under may not use the fitness room unless they are registered in a structured program.
3. ***Attire.*** Appropriate attire including shorts, shirts, and closed-toe athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.
4. ***Courtesy.*** If a Patron/guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
5. ***Food and Drink.*** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
6. ***Noise.*** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.
7. ***Equipment.*** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
8. ***Hand Chalk.*** Hand chalk is not permitted.
9. ***Personal Training.*** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited. For purposes of this section, "personal training" shall mean provision of one-on-one fitness or exercise instruction by a person who does not have an established place of business for the primary purpose of conducting physical exercise and who holds a license or certification attesting that they are capable of providing such instruction.
 - a. Patrons may request permission to bring a personal trainer to the gym to conduct a personal training session by submitting a written request to the Amenity Manager. In order to obtain approval, the personal trainer must provide proof of required insurance and certification/licensing;
 - b. Each approved personal trainer shall train only one Patron at a time;
 - c. All personal training schedules must be approved by the Amenity Manager; and
 - d. No personal training shall be permitted until permission has been granted and the personal trainer has signed any required agreement and/or release form and provided proof of required insurance and certification/licensing.

JUNIOR OLYMPIC POOL

The following Rules apply to the District's pool:

1. ***Swim at Your Own Risk.*** The pool areas are not supervised, and so all Patrons use the pool at their own risk.
2. ***Operating Hours.*** The pool areas are open from dawn to dusk only, unless other hours consistent with the pool operating permit are authorized by the Board. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades, hover boards, skate boards or other similar items are permitted on the pool deck.
4. ***Food and Drink.*** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted within the fenced area surrounding the pool.
5. ***Unsafe Behavior.*** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
6. ***Diving.*** Diving is strictly prohibited at the pool, with the exception of swim team competitions pre-approved by the District.
7. ***Noise.*** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
8. ***Aquatic Toys and Recreational Equipment.*** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings. The Amenity Manager has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
9. ***Entrances.*** Pool entrances, including stairs and ladders, must be kept clear at all times.
10. ***Railings.*** No swinging on ladders, fences, or railings is allowed.
11. ***Pool Furniture.*** Pool furniture is not to be removed from the pool area or placed in the pool.
12. ***Chemicals.*** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
13. ***Pets.*** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
14. ***Attire.*** Appropriate swimming attire (swimsuits) must be worn at all times.
15. ***Parties.*** Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
16. ***Prevention of Disease.*** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.

17. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a snug-fitting swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. **Lap Lanes.** Lap lanes are to be used only by persons swimming laps or water walking or jogging.
20. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.
21. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, general maintenance and repairs, or for other reasons reasonably necessary to protect the health and safety of Patrons and Guests.
22. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
23. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited. This shall not prevent the District or the Amenity Manager from contracting for provision of swim instruction, aquatic exercise, etc., as a community program for the benefit of Patrons and Guests.
 - a. Patrons may request permission to bring a swim instructor to the pool to conduct a swim instruction session by submitting a written request to the Amenity Manager. In order to obtain approval, the swim instructor must provide proof of required insurance and certification/licensing;
 - b. Each approved swim instructor shall instruct only one household at a time;
 - c. All swim instruction schedules must be approved by the Amenity Manager; and
 - d. No swim instruction shall be permitted until permission has been granted and the swim instructor has signed any required agreement and/or release form and provided proof of required insurance and certification/licensing.
24. **ADA Compliant Chair Lift.** The chair lift(s) in the pool area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage of the pool by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.

TENNIS COURTS AND BASKETBALL COURTS

The following Rules apply to the tennis courts and basketball courts (the “Courts”):

1. **First-Come Basis.** Courts are available for use by Patrons and Guests only on a first-come, first-served basis. When other players are waiting, Court use should be limited to 1 hour.
2. **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the Courts.
3. **Use.** Tennis courts are for tennis only, or for pickle ball where designated, and basketball courts are for basketball only, or for pickle ball where designated. The Amenity Manager reserves the right to set a schedule for when pickle ball and/or tennis may be played on the tennis courts.
4. **Pets.** Pets, with the exception of service animals, are not permitted on the Courts at any time.
5. **Food and Drinks.** Food and gum are not permitted on the Courts. Drinks must be in a non-breakable spill-proof container.
6. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the Courts.
7. **Operating Hours.** The Courts are open from 6 a.m. to 10 p.m. or as otherwise posted. No one is permitted on the Courts at any other time unless a specific event is scheduled.
8. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards, hover boards or similar items are permitted on the Courts.
9. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces of the Courts.
10. **Equipment.** Patrons are responsible for bringing their own equipment.
11. **Instruction for Fees Prohibited.** Except as expressly authorized by the District, instruction or training for fees, or solicitation of instruction or training for fees, is prohibited. This shall not prevent the District or the Amenity Manager from contracting for provision of instruction as a community program for the benefit of Patrons and Guests.
 - a. Patrons may request permission to bring a tennis/basketball instructor to the Courts to conduct a sports instruction session by submitting a written request to the Amenity Manager. In order to obtain approval, the instructor must provide proof of required insurance and certification/licensing;
 - b. Each approved instructor shall be permitted to instruct up to 10 Patrons at a time;
 - c. All instruction schedules must be approved by the Amenity Manager; and
 - d. No instruction shall be permitted until permission has been granted and the instructor has signed any required agreement and/or release form and provided proof of required insurance and certification/licensing.
12. **Fence.** Climbing the fence or tampering with any lock is prohibited.
13. **Radios.** Portable radios are prohibited on the Courts.

14. ***Play at Your Own Risk.*** The Courts are unattended, so all Patrons and Guests use the Courts at their own risk. All Patrons and Guests are encouraged to consult their physician before participating in any sports activities.

MULTI-PURPOSE FIELD

The following Rules apply to the multi-purpose field:

1. ***First Come Basis.*** The field is available for use by Patrons and Guests only on a first-come, first-served basis.
2. ***Vehicles.*** No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted.
3. ***Chalking.*** Chalking or marking the field must be approved in advance and proper marking materials must be used.
4. ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted on the field.
5. ***Pets.*** Pets must be kept on leash, and Patrons and Guests must pick up and dispose of pet waste in appropriate receptacles.
6. ***Equipment.*** Patrons are responsible for bringing their own equipment.
7. ***Golfing.*** Golfing is not permitted on the field.
8. ***Sports Instruction.*** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited. This shall not prevent the District or the Amenity Manager from contracting for provision of sports instruction as a community program for the benefit of Patrons and Guests.
9. ***Play at Your Own Risk.*** The field is unattended, so all Patrons and Guests use the field at their own risk. All Patrons and Guests are encouraged to consult their physician before participating in any sports activities.

EVENT LAWN, PATIO, PICNIC AREAS, AND OUTDOOR AREAS

The following Rules apply to the event lawn, patio, and other outdoor areas:

1. ***First Come Basis.*** The picnic areas, and patio grill, are available for use by Patrons and Guests only on a first-come, first-served basis. The event lawn and patio areas may only be reserved for a program or event approved by the District.
2. ***Vehicles.*** No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted.
3. ***Grill.*** Patrons are responsible for cleaning District-owned grills after use.
4. ***Skateboards, Etc.*** Bikes, rollerblades, skateboards, scooters, hover boards and equipment with wheels are prohibited.
5. ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted.
6. ***Chalking.*** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.

7. ***Pets.*** Pets must be kept on a leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
8. ***Equipment.*** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first-come, first-serve basis. Removal of tables and grills from the picnic area is prohibited.
9. ***Noise.*** Amplified sound systems and DJs are prohibited unless it is an approved program, event or rental.
10. ***Clean-Up.*** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

TRAILS

The following Rules apply to the District's walking trails:

1. ***Vehicles.*** Trails are open to all forms of non-motorized transportation unless otherwise posted. Pedestrians have the right-of-way on trails unless otherwise posted. Bicycles and other "wheeled" travelers must yield to hikers.
2. ***Hours of Operation.*** Trails may be used from dawn until dusk.
3. ***Approved Programs.*** All events, races, and competitions must be approved programs.
4. ***Safety.*** Proper control must be maintained at all times. Speed should be restricted to safe levels appropriate for existing trail conditions. Faster users should pass on left and announce their intention before passing. Avoid single-tracks when raining or muddy; traffic on wet trails causes damage.
5. ***Designated Trails.*** Trail users must stay on existing designated trails.
6. ***Vegetation.*** Do not disturb vegetation or wildlife.
7. ***Wildlife.*** Wildlife will be present on the nature trails.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating. However, Patrons and their Guests may use the ponds for fishing as set forth herein. (NOTE: Only Patrons and their Guests are authorized to use the ponds for fishing, and any access by non-Patrons is prohibited.) We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Pets must be accompanied and in their owners control at all times around ponds.

3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that Patrons wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Be aware that wildlife, including snakes, alligators, birds and other animals may be present at the ponds. Do not approach the wildlife or feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.
11. Fishing is permitted by poles only. No cast nets are permitted.

PLAYGROUND AND TOT LOTS

The community provides several tot lots and playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. **Footwear.** Proper footwear is required and no loose clothing especially with strings should be worn.
2. **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
3. **Food & Drinks.** No food, drinks or gum are permitted at the playground.
4. **Animals.** No pets of any kind are permitted at the playground, with the exception of service animals.
5. **Glass Containers.** No glass containers are permitted at the playground.
6. **No Jumping.** No jumping off from any climbing bar or platform.
7. **Disruptive Behavior.** Profanity, rough-housing, and disruptive behavior are prohibited.
8. **Equipment.** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

BUSINESS OFFICE / STUDY

Use of Workstation. The District offers access to computers and the Internet through its business office, which is available for use by Patrons and Guests. The following Rules apply to the use of the computer workstation:

1. There is a 30-minute time limit on the workstations.
2. The District will not take reservations for workstation use.
3. Food and drink are not permitted.
4. Downloading files to USB flash drives, zip drives and computer disks is permitted. Users must supply disks. Users may not download files to the hard drive.

5. Personal communication (e-mail and chat rooms) is permitted.
6. The District will not be responsible for damage done to users' computer disks or non-District computer equipment as a result of downloading or use of the workstation equipment.
7. District staff is available to provide limited assistance in the use of the District's computers. Staff may limit the amount of time spent in assisting a user in order to provide adequate support for all other District services.
8. There is no fax or copy service at the business center.

User Responsibilities. The District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for accuracy, authority, objectivity, currency, or content of any Internet resource. Computer users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate or illegal information.

Use of the District's computers for purposes contrary to state or federal laws or in a manner that violates this Policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:

1. Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
2. Propagating malicious software.
3. Unauthorized copying of copyrighted material.
4. Attempting to access unauthorized files or systems.
5. Attempting to damage or alter District equipment or software.

Computer Use by Minors. Parents/legal guardians are responsible for deciding which Internet resources are appropriate for their own children under age 18. Restriction of a child's access to the Internet is the responsibility of the parent/legal guardian. Guardians are advised to read and share with children under 18 the document published by the National Center for Missing and Exploited Children entitled Child Safety on the Information Superhighway.

Use of Conference Area. The District offers access to the conference area through its business office, which is available for use by Patrons and Guests. The following Rules apply to the use of the conference area:

1. There is a 2-hour time limit on the use of the conference area.
2. The District will take reservations for the conference area.
3. Reservations must be made 24 hours in advance, and are subject to availability.
4. Food and drink are not permitted.

FACILITY RENTAL RULES

The following Rules apply to the rental of the Amenities:

1. ***Patrons Only.*** Unless otherwise directed by the District, only Patrons ages 18 or older may reserve the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. All rentals are subject to availability and the discretion of District Staff.
2. ***Amenities Available for Rental.*** The types of Amenities available for rental are described in the Rule for Amenities Rates. Unless specified otherwise by the Board, rentals of the District's Amenities for the purposes of conducting commercial activities is prohibited.
3. ***Payment & Registration.*** Patrons interested in renting the Amenities may reserve a desired rental date and time on a first-come, first-serve basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time ("Rental Date"), Patrons must submit to the Amenity Manager a completed "Rental Agreement" (in the form attached hereto as **Exhibit B**) and a check in the full amount of the "Deposit" as specified in the Rules. A desired Rental Date will NOT be reserved until both the completed Rental Agreement and Deposit are received by the Amenity Manager. The Amenity Manager will review the Rental Agreement and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, the Patron must submit a check to the Amenity Manager for the full amount of the "Rental Fee" as specified in the Rules, as well as a Certificate of Insurance (if applicable), or Patron's Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Rental Agreement and a check in the total amount of both the Deposit and Rental Fee (as well as a Certificate of Insurance, if applicable).
4. ***Event Host.*** Each application shall provide the name and contact information of a Patron who shall act as the "Event Host." The Event Host must be at least 18 years of age and shall be responsible for ensuring that only guests of the event are permitted access to the Amenities rented, shall ensure that all cleaning obligations have been completed, and shall serve as the District's point of contact for communication regarding the event. If no Event Host is specified on the Rental Agreement, the Patron submitting the Rental Agreement shall be considered the Event Host.
5. ***Cancellations.*** Cancellations must be made in writing and received by the Amenity Manager at least fifteen (15) days in advance of the Rental Date in order for a Patron to receive a refund of the Deposit.
6. ***Deposits.*** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the rented Amenities have been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must (to the extent applicable):
 - a. Remove all garbage, place in dumpster, and replace garbage liners;
 - b. Remove all decorations, event displays, and materials;
 - c. Return all furniture and other items to their original position;

- d. Stack chairs in stacks of ten (10);
 - e. Fold all folding tables and place in hallway;
 - f. Wipe off counters, table tops, and the sink area;
 - g. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used;
 - h. Lock all doors after the last guest leaves; and
 - i. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.
7. ***Additional Cleaning or Damage.*** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts.
 8. ***Duration of Rentals.*** Unless otherwise authorized by the Amenity Manager, the Amenities may be rented for parties and events during normal operating hours, which shall be established by the Amenity Manager. Each rental shall be for morning, evening, or a full day, as defined in the rule for Amenity Rates, and all times shall be inclusive of set-up and clean-up time. Additional fees may be charged for rentals that extend beyond the reserved hours. In no event shall parties and events, including clean-up, extend beyond 11 p.m.
 9. ***Capacity.*** The Amenities capacity limit(s) shall not be exceeded at any time for a party or event. The capacity limits are as displayed in the Clubhouse.
 10. ***Noise.*** The volume of live or recorded music must not violate applicable Manatee County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes and staff offices.
 11. ***Alcohol.*** Patrons must indicate on the rental form if they intend to serve or permit consumption of alcoholic beverages at an event taking place at the rented Amenities. If the Patron desires to serve or sell alcohol at an event, he or she must hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the Amenity Manager prior to the event. Patrons who rent the Amenities and desire to allow their guests to consume alcohol on a "bring your own beverage" or "BYOB" basis must provide proof of insurance coverage to the Amenity Manager prior to the event. Anyone that appears to be excessively intoxicated or under the influence of drugs will be asked to leave the Amenities.
 12. ***Insurance.*** Additional liability insurance coverage may be required for all events that are approved to serve or allow consumption of alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance.
 13. ***After-hours Rentals.*** The Amenities may be reserved for events outside of normal operating hours as established by the District, subject to the following rules:
 - a. On the day of the event, the Event Host must meet with Amenities staff to exchange their Access Card for a temporary rental card and a key to the Clubhouse door. The rental card will permit access until 11 p.m.
 - b. Both the rental card and the door key must be returned to Amenities staff the next business day following the event, during normal business hours. Any Deposit shall be returned upon return of the rental card and door key,

subject to any applicable offsets for cleaning, damage, or other costs incurred.

- c. If the rental card and door key are not returned within three (3) business days following the event, the Event Host's regular Access Card shall be suspended until they are returned. In the event that either the rental card or door key are lost, the Event Host shall notify Amenities staff and shall be charged a replacement fee as specified in these Rules, which replacement fee may be deducted from any Deposit on file.
- d. After-hours rentals shall otherwise be subject to the same rules and standards as rentals within normal operating hours, including all cleaning obligations.

CLUBS

- 1. Patrons may request that the Amenity Manager recognize the creation of a community club ("**Club**"). Participants in the Clubs must be Patrons or their Guests, and are subject to these Rules.
- 2. Each Club may rent the Amenities at no charge ("**Courtesy Rentals**") up to four times per month, provided however that such Courtesy Rentals shall be subject to availability as determined by the Amenity Manager.
- 3. Should the Club wish to be posted on the community calendar, the Club must notify the Amenities Manager at least fifteen days prior to the upcoming month.
- 4. The organizing Patron of a Club must be the legal age of majority.
- 5. The District is in no way financially or otherwise responsible for the acts or omissions of any Club or its members.
- 6. Clubs may not purport to speak on behalf of or represent the views of the District. The District shall not be deemed to endorse the views, purpose, or action of any Club by virtue of permitting a Club to be created and/or permitting the Club to engage in Courtesy Rentals.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

ANY PATRON, GUEST, OR OTHER PERSON WHO PARTICIPATES IN THE ACTIVITIES (AS DEFINED BELOW), SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL INDEMNIFY, DEFEND, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE DISTRICT AND ITS CONTRACTORS, AND THE PRESENT, FORMER, AND FUTURE SUPERVISORS, STAFF, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND CONTRACTORS OF EACH (TOGETHER, "INDEMNITEES"), FOR ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, ACTIONS, SUITS OR DEMANDS, WHETHER KNOWN OR UNKNOWN, IN LAW OR EQUITY, BY ANY INDIVIDUAL OF ANY AGE, OR ANY CORPORATION OR OTHER ENTITY, FOR ANY AND ALL LOSS, INJURY, DAMAGE, THEFT, REAL OR PERSONAL PROPERTY DAMAGE, EXPENSES (INCLUDING ATTORNEY'S FEES, COSTS AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS), AND HARM OF ANY KIND OR NATURE ARISING OUT OF, IN WHOLE OR IN PART, THE PARTICIPATION IN THE ACTIVITIES, BY SAID PATRON, GUEST, OR OTHER PERSON, AND ANY OF HIS OR HER GUESTS AND ANY MEMBERS OF HIS OR HER FAMILY.

SHOULD ANY PATRON, GUEST, OR OTHER PERSON, BRING SUIT AGAINST THE INDEMNITEES IN CONNECTION WITH THE ACTIVITIES OR RELATING IN ANY WAY TO THE AMENITIES, AND FAIL TO OBTAIN JUDGMENT THEREIN AGAINST THE INDEMNITEES, SAID PATRON, GUEST, OR OTHER PERSON SHALL BE LIABLE TO THE DISTRICT FOR ALL ATTORNEY'S FEES, COSTS, AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS. THE WAIVER OF LIABILITY CONTAINED HEREIN DOES NOT APPLY TO ANY ACT OF INTENTIONAL, WILLFUL OR WANTON MISCONDUCT BY THE INDEMNITEES.

FOR PURPOSES OF THIS SECTION, THE TERM "ACTIVITIES," SHALL MEAN THE USE OF OR ACCEPTANCE OF THE USE OF THE AMENITIES, OR ENGAGEMENT IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION, SPORT, EVENT, INSTRUCTION, OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE DISTRICT, ITS CONTRACTORS OR THIRD PARTIES AUTHORIZED BY THE DISTRICT.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these Rules shall not affect the validity or enforceability of the remaining provisions, or any part of the Rules not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these Rules from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these Rules.

ATTACHMENT A:	Consent and Waiver Agreement
ATTACHMENT B:	Amenity Rental Agreement

HARRISON RANCH CDD - CONSENT AND WAIVER AGREEMENT

The Harrison Ranch Community Development District (“**District**”) owns and operates certain amenities, including a clubhouse, pool, playground, walking trails, and other facilities, and offers certain amenity programs, to the patrons of Harrison Ranch. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, “**Activities**”), I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Activities, and agree to indemnify, defend and hold harmless the District, Harrison Ranch Homeowners’ Association, Inc., and any of their affiliates, supervisors, officers, managers, attorneys, engineers, agents, employees, volunteers, organizers, officials or contractors (collectively, the “**Indemnitees**”) from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments, damage or loss of any kind, whether monetary or otherwise, arising out of, in whole or in part, the Activities. I further acknowledge and agree that I have read and shall be bound at all times by the terms and conditions of the Rules, rules and regulations of the District, as currently in effect and as may be amended from time to time. Additionally, I acknowledge that the District is not responsible for supervising the Activities, and that I am responsible for supervising my minor children and guests and am further responsible for their acts and omissions. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Participant Name: _____

Participant Signature: _____ Date: _____
(if Participant is 18 years of age or older)

Parent/Guardian Name: _____
(if Participant is under 18 years of age)

Parent/Guardian Signature: _____ Date: _____
(if Participant is under 18 years of age)

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact: _____

Emergency Contact Phone Number: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT
AMENITY RENTAL AGREEMENT**

Name of Applicant: _____ Today's Date: _____

Street Address: _____

Contact Phone: _____ Email: _____

Rental Area: ☐ Veranda with Field ☐ Multi-purpose Room

Duration: ☐ Half-day, daytime (11 am to 5 pm) ☐ Half day, evening (5 pm to 11 pm) ☐ Full day (11 am to 11 pm)

Intended Use: _____

Date of Event: _____ Time: _____ to _____ Estimated Attendance: _____

Event Host (if different from above): _____ Phone /Email: _____

Indemnification:

I agree to indemnify, defend and hold harmless the District, Harrison Ranch Homeowners' Association, Inc., and any of their affiliates, supervisors, officers, managers, attorneys, engineers, agents, employees, volunteers, organizers, officials or contractors (collectively, the "Indemnitees") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments, damage or loss of any kind, whether monetary or otherwise, arising out of, in whole or in part, the use of the Amenities, and if alcohol is present, arising out of, or in connection with the, the consumption or provision of alcohol. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the District's Rules (the terms of which are incorporated herein by this reference), as currently in effect and as may be amended from time to time. Additionally, I acknowledge that the District is not responsible for supervising the Amenities, and that I am responsible for supervising my minor children and guests and am further responsible for their acts and omissions. Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes* or other statute or law.

Signature of Applicant

Date

Acknowledgements (please initial by each):

1. ____ The reservation is not confirmed until both the completed Amenity Rental Agreement and the Deposit (and any required Certificate of Insurance) have been received by the Amenity Manager.
2. ____ There is a maximum capacity of ____ persons for the Clubhouse. Patrons must inform their guests that once the scheduled event is completed, all guests are requested to exit.
3. ____ The rental duration includes set-up and post-event clean up and applies to all guests in attendance. Standard Guest policy applies outside the scheduled rental time and to all other District amenities during the rental time. For the time of the scheduled use (reservation) the renter has the exclusive use of the rented Amenities only.
4. ____ The interior and exterior of the Amenities are under closed circuit television surveillance.
5. ____ A Deposit made out to "Harrison Ranch Community Development District" shall be provided to the Amenity Manager upon submitting this reservation request.
6. ____ The Deposit will be refunded to Patron within ten (10) business days following the event provided all requirements set forth in the Amenity Rules are complete. If the Deposit will not be refunded, the Patron will be notified by District Staff within ten (10) business days following the event.
7. ____ Rental Fee: A non-refundable Rental Fee will be charged for rental of the Amenities. A separate check shall be made out to the "Harrison Ranch Community Development District" and submitted to District Staff at least fourteen (14) days in advance of the reservation date or the date will be released. Cancellations made less than fifteen (15) days prior to the reservation date will forfeit the Deposit.
8. ____ Additional fees may be assessed if the clean-up is incomplete, event is not limited to reservation time frame, or there is damage to the Amenities.
9. ____ I have reviewed, fully understand, and agree to abide by, the Amenity Rules.

10. ____ I understand that at the conclusion of my rental period, I am responsible for the following clean-up tasks:

- Remove all garbage, place in dumpster, and replace garbage liners;
- Remove all decorations, event displays, and materials;
- Return all furniture and other items to their original position;
- Stack chairs in stacks of ten (10);
- Fold all folding tables and place in hallway;
- Wipe off counters, table tops, and the sink area;
- Clean out and wipe down the refrigerator as well as any cabinets and other appliances used;
- Lock all doors after the last guest leaves; and
- Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.

After-Hours Rentals (please initial by each):

1. ____ I acknowledge that if my rental is to take place outside of normal operating hours (currently Monday to Friday ____ to ____; Saturday ____ to ____; and Sunday closed), I or the Event host must meet with Amenities Staff on the day of the event (or, if the event is to be held on a Sunday, the Saturday before the event) to exchange my Access Card for a temporary rental card and a key to the Clubhouse door.

2. ____ The rental card will permit access until 11 p.m. All clean-up must be complete, and all guests must have left the Amenities, by 11 p.m.

3. ____ Both the rental card and the door key must be returned to Amenities staff the next business day following the event, during normal business hours. Any Deposit shall be returned upon return of the rental card and door key, subject to any applicable offsets for cleaning, damage, or other costs incurred.

4. ____ If the rental card and door key are not returned within three (3) business days following the event, my (and/or the Event Host's) regular Access Card may be suspended until they are returned. In the event that either the rental card or door key is lost, damaged, or stolen, I (or the Event Host) may be charged a replacement fee.

5. ____ I acknowledge that I am responsible for cleaning up after my rental, making sure all guests leave the Amenities after my rental, and for locking up the Amenities after my rental.

Alcohol:

Will alcohol be served/consumed? Check one: ☐ Yes, served; ☐ Yes, BYOB; ☐ No

If you answered "yes" for either served or BYOB alcohol above, please initial below:

1. ____ I understand that if I intend to serve or sell alcohol, I must hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the Amenity Manager prior to the event.

2. ____ I understand that I am solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and I agree to assume all liability for damages resulting from or arising in connection with the consumption of alcohol on the District's property.

3. ____ If event liability insurance coverage is required, the Harrison Ranch CDD is to be named on the policy as an additional insured party as follows: Harrison Ranch Community Development District and its supervisors, District Manager, Amenity Manager, agents, officers, staff, and contractors

4. ____ I have reviewed and agree to comply with the insurance requirements below:

	BYOB	Served/Sold
Permitted	Yes	Yes, but only if a licensed bartender/caterer is hired
Insurance	Homeowner's Insurance Rider/Endorsement providing special event coverage	Event liability insurance: <ul style="list-style-type: none"> \$250,000 Property Damage; \$1,000,000 Personal Injury, Alcohol Rider District named as additional insured

District Use Only:

Deposit Amount: \$ _____ Check # _____ Date: _____
Rental Fee Amount: \$ _____ Check #: _____ Date: _____
Insurance Certificate Provided: Yes ____ / No ____ Proof of Licensed and Insured Alcohol Vendor Provided: Yes ____ / N/A ____
Amenity Manager Staff Initials: _____

PART 2: Harrison Ranch Community Development District

Rule for Amenities Rates

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2019)

Effective Date: November 11, 2019

In accordance with Chapters 190 and 120 of the Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harrison Ranch Community Development District adopted the following rules to govern rates for the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.
2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Operating Rules of Harrison Ranch Community Development District, as amended from time to time.
3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.
4. **Reservation Rates for Clubhouse.** Any Patron wishing to have the exclusive use of any room or area within the clubhouse must pay the appropriate fee and submit a security deposit in the amounts set forth below. (For clarification purposes, all Guests must be represented by a Patron and deposit must be made by the Patron.)

Room / Area	Rental Fee*	Deposit
Veranda with Field	\$75 for half day \$150 for full day	\$100
Multi-Purpose Room (includes kitchen)	\$75 for half day \$150 for full day	\$100
LCD Projector and Screen	\$50/day	\$150
16' Blowup Movie Screen and Projector	\$150/day	\$300

*A half day shall be either daytime (from 11 a.m. to 5 p.m.), or evening (5 p.m. to 11 p.m.). A full day shall be from 11 a.m. to 11 p.m. All times include set-up and clean-up of the rented Amenities. The Amenity Manager has the discretion to set the specific hours of a given rental.

5. **Non-Clubhouse Rates.** The following non-clubhouse fees apply to programs which may be provided at the Amenities, if the District chooses to offer such programs:

Area / Service	Fee	Deposit (if applicable)
<i>Fitness</i>		
Fitness Class	\$2-5/class	
Individual Personal Training	\$45-65/hour session	
Buddy Personal Training	\$35-55/hour session, per person	
<i>Aquatics</i>		
Private Swim Lesson	\$20-40/hour session	
Group Swim Lesson	\$5-20/hour per person for up to 4 persons	
Swim Clinic	\$2-10/hour per person for between 5 to 8 persons	
<i>Annual Swim or Other Athletic Teams</i>		
Individual	\$80-120/annual per person	
Competing Teams	\$0-5 per person, per event	\$300
<i>Multi-Purpose Field</i>		
Field Rental	\$25-50/hour	\$300
<i>Tennis</i>		
Private Tennis Lesson	\$25-45/half-hour session \$60-80/hour session	
Group Tennis Lesson	\$5-15/hour per person for up to 4 person	
Tennis Clinic	\$5-10/hour per person for between 5 to 8 persons	\$300
<i>Special Monthly Family Events</i>		
Individuals	\$0-40 per event	

6. **Miscellaneous Fees.**

Item	Maximum Fee
Access Cards (one per Patron)	Free
Replacement of Damaged, Lost, or Stolen Access Card	\$25
Access Card for Renters	\$25
Weekly Guest Access Card (Limit 2 active Guest Access Cards at a time per household)	\$40 per week
Guest Fee with Accompanying Patron, non-community programming (Max. 8 per household)	Free

Guest Programming Participant Fee	\$20
Insufficient Funds Fee (for submitting an insufficient funds check)	\$30
Replacement of Damaged, Lost, or Stolen Rental Card or Clubhouse Door Key	\$25

7. **Special Provisions.**

- a. ***Homeowner's Association Meetings.*** Unless otherwise provided in the District's official Rules, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.
 - b. ***Clubs Meetings.*** Unless otherwise provided in the District's official Rules, as may be amended from time to time, each Club is permitted up to four free meetings per month, subject to availability.
 - c. ***Additional Costs.*** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.
 - d. ***Guest Programming Participant Fee.*** Any Guest who participates in a community programming activity, whether accompanied by a Patron or authorized to participate by the District or the Amenity Manager, within their discretion, may be charged a Guest Programming Participant Fee, which shall be in addition to any other applicable program fees. The Guest Programming Participant Fee shall only authorize the Guest to access that portion of the Amenities where the programming is taking place, and only while the Guest is participating in such programming.
8. **Adjustment of Rates.** Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth herein by not more than five percent per year to reflect actual costs of operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.
9. **Prior Rules; Rules.** The District's prior rules setting amenities rates are hereby rescinded. The District's Amenities Rules, as may be amended from time to time, govern all use of the Amenities.
10. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

PART 3: Harrison Ranch Community Development District

Disciplinary & Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2019)

Effective Date: November 11, 2019

In accordance with Chapters 190 and 120 of the Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harrison Ranch Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenities Rules.

2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.

3. **Suspension of Rights.** The District, through its Board, District Manager, and Amenity Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules, including the Amenity Rules;
- f. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

4. **Authority of Amenity Manager.** The Amenity Manager or his or her designee has the ability to immediately remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenity Manager or their designee may at any time restrict or

suspend for cause or causes, including but not limited to those described above, any person's (and his/her family's, in the Amenity Manager or designee's discretion) privileges to use any or all of the Amenities for a period not to exceed fourteen days.

5. **Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period greater than fourteen days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

6. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

7. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

8. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Tab 11

RESOLUTION 2020-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE HARRISON RANCH COMMUNITY
DEVELOPMENT DISTRICT ADOPTING AMENDED AND
RESTATED AMENITY RULES AND POLICIES,
AMENITY RATES AND A DISCIPLINARY AND
ENFORCEMENT RULE; PROVIDING A SEVERABILITY
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Harrison Ranch Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Manatee County, Florida; and

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorizes the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Amenity Rules and Policies, Amenity Rates, and Disciplinary and Enforcement Rules (together, “Amended Amenity Rules”), attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE HARRISON RANCH
COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. The attached Amended Amenity Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended Amenity Rules shall stay in full force and effect until such time as they are otherwise amended by the Board and supersede any prior rules related to amenity facilities previously adopted by the Board.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of November 2019.

ATTEST:

**HARRISON RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Chairperson

Exhibit A: Amended Amenity Rules

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES

**Justin Croom
District Manager
9428 Camden Field Parkway
Riverview, Florida 33578
(813) 533-2950**

**Rizzetta & Company, Inc.
Amenity Center Manager
Harrison Ranch CDD Clubhouse
5755 Harrison Ranch Boulevard
Parrish, Florida 34219
(941) 776-9725**

PART 1: Harrison Ranch Community Development District Amenity Operating Rules

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2017)
Effective Date: _____, 2019

In accordance with Chapters 190 and 120 of the *Florida Statutes*, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harrison Ranch Community Development District adopted the following rules to govern the operation of the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

DEFINITIONS

The following definitions shall apply to these rules in their entirety:

"Access Card" – shall mean the identification card issued to Patrons.

"Amenities" – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse, fitness center, swimming pool, multi-purpose field, tennis courts, playground, picnic area, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

"Amenities Rules" or "Rules" – shall mean all Amenities Rules of the District, as amended from time to time.

"Amenity Manager" – shall mean the District's amenity management contractor (presently, Rizzetta & Company, Inc.) and the individuals hired by the amenity management contractor to manage the Amenities, including but not limited to the Activities Director.

"Annual User Fee" – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's Rules.

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"District" – shall mean the Harrison Ranch Community Development District.

"District Manager" – shall mean the professional management company with which the District has contracted to provide management services to the District (presently, Rizzetta & Company).

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the legal age of majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

“Guest Access Card” – A type of Access Card purchased at the request of a Patron and for use by a Weekly Guest on a temporary basis.

“Non-Resident” – shall mean any person that does not own property within the District.

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District, and who is therefore a Patron for purposes of these Rules.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Patrons, and Renters.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or Family owning property within the District.

“Weekly Guest” – shall mean a Guest who is visiting a Patron for a limited amount of time and who purchases a weekly Guest Access Card.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the

Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Renter's Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron may bring a maximum of eight Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place an eight-Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to eight Guests each for a total of thirty-two Guests, but instead can only bring a total of eight Guests on behalf of the entire household.

1. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply.
2. Guests shall be subject to all rules and policies, including but not limited to these Rules, as the Board may adopt from time to time, and shall be required to sign the Consent and Waiver Agreement attached hereto as **Exhibit A**.
3. Weekly Guests who have purchased a Guest Access Card are not required to be accompanied by a Patron; however, they are not entitled to bring additional Guests. The Patron by which the Guest Access Card was purchased is responsible for any harm caused by the Patron's Weekly Guest while using the Amenities.

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A**, along with any other paperwork that may be required by the Amenity Manager.

ACCESS CARDS

Use of Access Cards. Patrons and Weekly Guests can use their Access Cards to gain access to the Amenities. Upon arrival at the clubhouse or other amenity facility, Patrons and Weekly Guests will scan their Access Cards in the

card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron or Weekly Guest provide an Access Card to another person to allow him or her to use the Amenities.

Issuance of Access Cards. Each Patron ten years of age or older will receive one Access Card upon registration with the District. In the District's discretion, Guests participating in community programming may be required to exchange their driver's license or other valid identification for a temporary Access Card for the duration of the programming.

Non-Transferrable. Access Cards are the property of the District and are non-transferable except in accordance with the District's Rules.

Lost or Stolen Cards. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

COMMUNITY PROGRAMMING

Resources. The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests and skill levels. Each year, the Amenity Manager will evaluate and improve upon existing programs, as well as continually add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Patrons can easily find information on new programs and events by picking up the monthly program calendars, reviewing the community bulletin board, or by contacting the Amenity Manager at the clubhouse:

Amenity Manager
The Clubhouse at Harrison Ranch
5755 Harrison Ranch Blvd.
Parish, Florida 34219
941-776-9725

Patrons and Guests Only. Unless otherwise directed by the District or Amenity Manager, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees and signing of all applicable waivers.

1. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.
2. If the District or Amenity Manager authorizes additional Guests to participate in community programming (i.e. those not accompanied by a Patron), the Guest shall be permitted to use only those portions of the Amenities where the programming is conducted. Use of the facilities shall be limited to the Guest only, and shall not permit his/her family members to use the Amenities during the programming or otherwise.
3. In the District's Discretion, Patrons and Guests may be required to sign in with the Amenity Manager or Amenities staff prior to participating in any programming.

Registration. Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations

may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

Programs and Activities. All programs and services including personal training, group exercise, tennis lessons, swim lessons, instructional programs, competitive events, and other programs must be conducted through the Amenity Manager or as directed by the Board. A schedule of activities for the Amenities will be posted in each area and updated by the Amenity Manager.

Athletic Teams. The District may from time to time authorize certain District sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District's Rules apply to all such teams, and all such members of any outside teams shall be considered Guests within the meaning of these Rules. Please contact the Amenity Manager for further information.

Cancellation by the District. The Amenity Manager will notify Patrons if there is a need to change or cancel a program. If a program is cancelled, Patrons will be issued a refund or credit on their account.

Refunds. Program refunds and credit may be granted on a case by case basis. Refunds and credits after the program registration deadline or after a program begins may not be approved.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Rules of the District.

ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE DISTRICT'S RULES AND POLICIES AS MAY BE ADOPTED AND/OR AMENDED FROM TIME TO TIME. AS SET FORTH MORE FULLY LATER HEREIN, THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY ACCIDENTS, PERSONAL INJURY, OR DAMAGE TO, OR LOSS OF PROPERTY ARISING FROM, THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES.

THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE OF THE PLAYGROUND, POOL, ETC. CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND THOSE OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE

RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the on-site Amenity Manager at 941-776-9725, and to the office of the District Manager at 813-533-2950.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The clubhouse will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise expressly stated herein, the following additional guidelines govern the use of all of the Amenities:

1. **Registration and Access Cards.** All Patrons, Weekly Guests, and Guests who have obtained a temporary Access Card must have their assigned Access Card upon entering the clubhouse or other card-secured areas. Cards are only to be used by the Patron, Weekly Guest, or Guest to whom they are issued. Patrons, Weekly Guests, and Guests must present their Access Cards upon request by the Amenity Manager.
2. **Guests.** Guests must be accompanied by a Patron while using the Amenities, except for a Weekly Guest who has purchased a Guest Access Card, or a Guest who has obtained a temporary Access Card.
3. **Minors.** Because the Amenities are not supervised, and for safety reasons, minors age 10 or younger must be accompanied by a responsible adult when using the Amenities. As noted above, parents and legal guardians are responsible for their minor children who use the Amenities, and the District strongly encourages parents and legal guardians to accompany and supervise their minor children while at the Amenities.
4. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts, pants/shorts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas.
5. **Food and Drink.** Food and drink will be limited to designated areas only.
6. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities, except at pre-approved special events. Patrons who rent the Amenities will be required to notify the District if alcohol is expected to be consumed or served at the event.
7. **No Smoking.** Except in designated areas, smoking (including e-cigarettes) is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the

- District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the Amenity Manager.
8. **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
 9. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATVs), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
 10. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
 11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
 12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
 13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
 14. **Profanity.** Loud, profane or abusive language is prohibited.
 15. **Horseplay.** Disorderly conduct and horseplay are prohibited.
 16. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
 17. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
 18. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
 19. **Commercial Activities Prohibited.** Except as permitted by the District, no commercial activities shall be conducted at the Amenities. This shall not prohibit the District from contracting with vendors to provide amenities programming or other services for the benefit of Patrons.
 20. **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
 21. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
 22. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and Rules, while present at or utilizing the

- Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
23. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
 24. **Grills.** Grills are permitted only outdoors and at the discretion of, and in areas designated by, the District.
 25. **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.
 26. **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and Guests are asked to keep their ringers turned off or on vibrate while in the clubhouse.
 27. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

FITNESS CENTER

The following Rules apply to the District's fitness center:

1. **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program.
2. **Usage Restrictions.** For safety reasons, only Patrons and Guests ages 14 and older may use the fitness center. Patrons 13 and under may not use the fitness room unless they are registered in a structured program.
3. **Attire.** Appropriate attire including shorts, shirts, and closed-toe athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.
4. **Courtesy.** If a Patron/guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
5. **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
6. **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.
7. **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
8. **Hand Chalk.** Hand chalk is not permitted.
9. **Personal Training.** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for

fees, is prohibited. For purposes of this section, “personal training” shall mean provision of one-on-one fitness or exercise instruction by a person who does not have an established place of business for the primary purpose of conducting physical exercise and who holds a license or certification attesting that they are capable of providing such instruction.

- a. Patrons may request permission to bring a personal trainer to the gym to conduct a personal training session by submitting a written request to the Amenity Manager. In order to obtain approval, the personal trainer must provide proof of required insurance and certification/licensing;
- b. Each approved personal trainer shall train only one Patron at a time;
- c. All personal training schedules must be approved by the Amenity Manager; and
- d. No personal training shall be permitted until permission has been granted and the personal trainer has signed any required agreement and/or release form and provided proof of required insurance and certification/licensing.

JUNIOR OLYMPIC POOL

The following Rules apply to the District’s pool:

1. ***Swim at Your Own Risk.*** The pool areas are not supervised, and so all Patrons use the pool at their own risk.
2. ***Operating Hours.*** The pool areas are open from dawn to dusk only, unless other hours consistent with the pool operating permit are authorized by the Board. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades, hover boards, skate boards or other similar items are permitted on the pool deck.
4. ***Food and Drink.*** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted within the fenced area surrounding the pool.
5. ***Unsafe Behavior.*** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
6. ***Diving.*** Diving is strictly prohibited at the pool, with the exception of swim team competitions pre-approved by the District.
7. ***Noise.*** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
8. ***Aquatic Toys and Recreational Equipment.*** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings. The Amenity Manager has the final say regarding the use of any

and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.

9. **Entrances.** Pool entrances, including stairs and ladders, must be kept clear at all times.
10. **Railings.** No swinging on ladders, fences, or railings is allowed.
11. **Pool Furniture.** Pool furniture is not to be removed from the pool area or placed in the pool.
12. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
13. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
14. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
15. **Parties.** Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
17. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a snug-fitting swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. **Lap Lanes.** Lap lanes are to be used only by persons swimming laps or water walking or jogging.
20. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.
21. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, general maintenance and repairs, or for other reasons reasonably necessary to protect the health and safety of Patrons and Guests.
22. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
23. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited. This shall not prevent the District or the Amenity Manager from contracting for provision of swim instruction, aquatic exercise, etc., as a community program for the benefit of Patrons and Guests.

- a. Patrons may request permission to bring a swim instructor to the pool to conduct a swim instruction session by submitting a written request to the Amenity Manager. In order to obtain approval, the swim instructor must provide proof of required insurance and certification/licensing;
- b. Each approved swim instructor shall instruct only one household at a time;
- c. All swim instruction schedules must be approved by the Amenity Manager; and
- d. No swim instruction shall be permitted until permission has been granted and the swim instructor has signed any required agreement and/or release form and provided proof of required insurance and certification/licensing.

24. **ADA Compliant Chair Lift.** The chair lift(s) in the pool area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage of the pool by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.

TENNIS COURTS AND BASKETBALL COURTS

The following Rules apply to the tennis courts and basketball courts (the "Courts"):

1. **First-Come Basis.** Courts are available for use by Patrons and Guests only on a first-come, first-served basis. When other players are waiting, Court use should be limited to 1 hour.
2. **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the Courts.
3. **Use.** Tennis courts are for tennis only, or for pickle ball where designated, and basketball courts are for basketball only, or for pickle ball where designated. The Amenity Manager reserves the right to set a schedule for when pickle ball and/or tennis may be played on the tennis courts.
4. **Pets.** Pets, with the exception of service animals, are not permitted on the Courts at any time.
5. **Food and Drinks.** Food and gum are not permitted on the Courts. Drinks must be in a non-breakable spill-proof container.
6. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the Courts.
7. **Operating Hours.** The Courts are open from 6 a.m. to 10 p.m. or as otherwise posted. No one is permitted on the Courts at any other time unless a specific event is scheduled.
8. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards, hover boards or similar items are permitted on the Courts.
9. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces of the Courts.
10. **Equipment.** Patrons are responsible for bringing their own equipment.

11. **Instruction for Fees Prohibited.** Except as expressly authorized by the District, instruction or training for fees, or solicitation of instruction or training for fees, is prohibited. This shall not prevent the District or the Amenity Manager from contracting for provision of instruction as a community program for the benefit of Patrons and Guests.
 - a. Patrons may request permission to bring a tennis/basketball instructor to the Courts to conduct a sports instruction session by submitting a written request to the Amenity Manager. In order to obtain approval, the instructor must provide proof of required insurance and certification/licensing;
 - b. Each approved instructor shall be permitted to instruct up to 10 Patrons at a time;
 - c. All instruction schedules must be approved by the Amenity Manager; and
 - d. No instruction shall be permitted until permission has been granted and the instructor has signed any required agreement and/or release form and provided proof of required insurance and certification/licensing.
12. **Fence.** Climbing the fence or tampering with any lock is prohibited.
13. **Radios.** Portable radios are prohibited on the Courts.
14. **Play at Your Own Risk.** The Courts are unattended, so all Patrons and Guests use the Courts at their own risk. All Patrons and Guests are encouraged to consult their physician before participating in any sports activities.

MULTI-PURPOSE FIELD

The following Rules apply to the multi-purpose field:

1. **First Come Basis.** The field is available for use by Patrons and Guests only on a first-come, first-served basis.
2. **Vehicles.** No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted.
3. **Chalking.** Chalking or marking the field must be approved in advance and proper marking materials must be used.
4. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the field.
5. **Pets.** Pets must be kept on leash, and Patrons and Guests must pick up and dispose of pet waste in appropriate receptacles.
6. **Equipment.** Patrons are responsible for bringing their own equipment.
7. **Golfing.** Golfing is not permitted on the field.
8. **Sports Instruction.** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited. This shall not prevent the District or the Amenity Manager from contracting for provision of sports instruction as a community program for the benefit of Patrons and Guests.
9. **Play at Your Own Risk.** The field is unattended, so all Patrons and Guests use the field at their own risk. All Patrons and Guests are encouraged to consult their physician before participating in any sports activities.

EVENT LAWN, PATIO, PICNIC AREAS, AND OUTDOOR AREAS

The following Rules apply to the event lawn, patio, and other outdoor areas:

1. **First Come Basis.** The picnic areas, and patio grill, are available for use by Patrons and Guests only on a first-come, first-served basis. The event lawn and patio areas may only be reserved for a program or event approved by the District.
2. **Vehicles.** No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted.
3. **Grill.** Patrons are responsible for cleaning District-owned grills after use.
4. **Skateboards, Etc.** Bikes, rollerblades, skateboards, scooters, hover boards and equipment with wheels are prohibited.
5. **Glass Containers.** No glass containers or breakable objects of any kind are permitted.
6. **Chalking.** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
7. **Pets.** Pets must be kept on a leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
8. **Equipment.** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first-come, first-serve basis. Removal of tables and grills from the picnic area is prohibited.
9. **Noise.** Amplified sound systems and DJs are prohibited unless it is an approved program, event or rental.
10. **Clean-Up.** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

TRAILS

The following Rules apply to the District's walking trails:

1. **Vehicles.** Trails are open to all forms of non-motorized transportation unless otherwise posted. Pedestrians have the right-of-way on trails unless otherwise posted. Bicycles and other "wheeled" travelers must yield to hikers.
2. **Hours of Operation.** Trails may be used from dawn until dusk.
3. **Approved Programs.** All events, races, and competitions must be approved programs.
4. **Safety.** Proper control must be maintained at all times. Speed should be restricted to safe levels appropriate for existing trail conditions. Faster users should pass on left and announce their intention before passing. Avoid single-tracks when raining or muddy; traffic on wet trails causes damage.
5. **Designated Trails.** Trail users must stay on existing designated trails.
6. **Vegetation.** Do not disturb vegetation or wildlife.
7. **Wildlife.** Wildlife will be present on the nature trails.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating. However, Patrons and their Guests may use the ponds for fishing as set forth herein. (NOTE: Only Patrons and their Guests are authorized to use the ponds for fishing, and any access by non-Patrons is prohibited.) We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Pets must be accompanied and in their owners control at all times around ponds.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that Patrons wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Be aware that wildlife, including snakes, alligators, birds and other animals may be present at the ponds. Do not approach the wildlife or feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.
11. Fishing is permitted by poles only. No cast nets are permitted.

PLAYGROUND AND TOT LOTS

The community provides several tot lots and playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. **Footwear.** Proper footwear is required and no loose clothing especially with strings should be worn.
2. **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
3. **Food & Drinks.** No food, drinks or gum are permitted at the playground.
4. **Animals.** No pets of any kind are permitted at the playground, with the exception of service animals.
5. **Glass Containers.** No glass containers are permitted at the playground.
6. **No Jumping.** No jumping off from any climbing bar or platform.

7. ***Disruptive Behavior.*** Profanity, rough-housing, and disruptive behavior are prohibited.
8. ***Equipment.*** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

BUSINESS OFFICE / STUDY

Use of Workstation. The District offers access to computers and the Internet through its business office, which is available for use by Patrons and Guests. The following Rules apply to the use of the computer workstation:

1. There is a 30-minute time limit on the workstations.
2. The District will not take reservations for workstation use.
3. Food and drink are not permitted.
4. Downloading files to USB flash drives, zip drives and computer disks is permitted. Users must supply disks. Users may not download files to the hard drive.
5. Personal communication (e-mail and chat rooms) is permitted.
6. The District will not be responsible for damage done to users' computer disks or non-District computer equipment as a result of downloading or use of the workstation equipment.
7. District staff is available to provide limited assistance in the use of the District's computers. Staff may limit the amount of time spent in assisting a user in order to provide adequate support for all other District services.
8. There is no fax or copy service at the business center.

User Responsibilities. The District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for accuracy, authority, objectivity, currency, or content of any Internet resource. Computer users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate or illegal information.

Use of the District's computers for purposes contrary to state or federal laws or in a manner that violates this Policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:

1. Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
2. Propagating malicious software.
3. Unauthorized copying of copyrighted material.
4. Attempting to access unauthorized files or systems.
5. Attempting to damage or alter District equipment or software.

Computer Use by Minors. Parents/legal guardians are responsible for deciding which Internet resources are appropriate for their own children under age 18. Restriction of a child's access to the Internet is the responsibility of the parent/legal guardian. Guardians are advised to read and share with children

under 18 the document published by the National Center for Missing and Exploited Children entitled Child Safety on the Information Superhighway.

Use of Conference Room. The District offers access to the conference room through its business office, which is available for use by Patrons and Guests. The following Rules apply to the use of the conference room:

1. There is a 2-hour time limit on the use of the conference room.
2. The District will take reservations for the conference room.
3. Reservations must be made 24 hours in advance, and are subject to availability.
4. Food and drink are not permitted.

FACILITY RENTAL RULES

The following Rules apply to the rental of the Amenities:

1. ***Patrons Only.*** Unless otherwise directed by the District, only Patrons ages 18 or older may reserve the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. All rentals are subject to availability and the discretion of District Staff.
2. ***Amenities Available for Rental:*** The types of Amenities available for rental are described in the Rule for Amenities Rates.
3. ***Payment & Registration.*** Patrons interested in renting the Amenities may reserve a desired rental date and time on a first-come, first-serve basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time ("**Rental Date**"), Patrons must submit to the Amenity Manager a completed "**Rental Agreement**" (in the form attached hereto as **Exhibit B**) and a check in the full amount of the "**Deposit**" as specified in the Rules. A desired Rental Date will NOT be reserved until both the completed Rental Agreement and Deposit are received by the Amenity Manager. The Amenity Manager will review the Rental Agreement and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, the Patron must submit a check to the Amenity Manager for the full amount of the "**Rental Fee**" as specified in the Rules, as well as a Certificate of Insurance (if applicable), or Patron's Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Rental Agreement and a check in the total amount of both the Deposit and Rental Fee (as well as a Certificate of Insurance, if applicable).
4. ***Event Host.*** Each application shall provide the name and contact information of a Patron who shall act as the "Event Host." The Event Host must be at least 18 years of age and shall be responsible for ensuring that only guests of the event are permitted access to the Amenities rented, shall ensure that all cleaning obligations have been completed, and shall

- serve as the District's point of contact for communication regarding the event. If no Event Host is specified on the Rental Agreement, the Patron submitting the Rental Agreement shall be considered the Event Host.
5. **Cancellations.** Cancellations must be made in writing and received by the Amenity Manager at least fifteen (15) days in advance of the Rental Date in order for a Patron to receive a refund of the Deposit.
 6. **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the rented Amenities have been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must (to the extent applicable):
 - a. Remove all garbage, place in dumpster, and replace garbage liners;
 - b. Remove all decorations, event displays, and materials;
 - c. Return all furniture and other items to their original position;
 - d. Stack chairs in stacks of ten (10);
 - e. Fold all folding tables and place in hallway;
 - f. Wipe off counters, table tops, and the sink area;
 - g. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used;
 - h. Lock all doors after the last guest leaves; and
 - i. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.
 7. **Additional Cleaning or Damage.** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts.
 8. **Duration of Rentals.** Unless otherwise authorized by the Amenity Manager, the Amenities may be rented for parties and events during normal operating hours, which shall be established by the Amenity Manager. Each rental shall be for morning, evening, or a full day, as defined in the rule for Amenity Rates, and all times shall be inclusive of set-up and clean-up time. Additional fees may be charged for rentals that extend beyond the reserved hours. In no event shall parties and events, including clean-up, extend beyond 11 p.m.
 9. **Capacity.** The Amenities capacity limit(s) shall not be exceeded at any time for a party or event. The capacity limits are as displayed in the Clubhouse.
 10. **Noise.** The volume of live or recorded music must not violate applicable Manatee County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes and staff offices.
 11. **Alcohol.** Patrons must indicate on the rental form if they intend to serve or permit consumption of alcoholic beverages at an event taking place at the rented Amenities. If the Patron desires to serve or sell alcohol at an event, he or she must hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the Amenity Manager prior to the event. Patrons who rent the Amenities and desire to allow their guests to consume alcohol on a "bring your own beverage" or "BYOB" basis must provide proof of insurance coverage to the Amenity Manager prior to the event. Anyone that appears to be excessively intoxicated or under the influence of drugs will be asked to leave the Amenities.
 12. **Insurance.** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events

that the District determines in its sole discretion should require additional liability insurance.

13. **After-hours Rentals.** The Amenities may be reserved for events outside of normal operating hours as established by the District, subject to the following rules:
- a. On the day of the event, the Event Host must meet with Amenities staff to exchange their Access Card for a temporary rental card and a key to the Clubhouse door. The rental card will permit access until 11 p.m.
 - b. Both the rental card and the door key must be returned to Amenities staff the next business day following the event, during normal business hours. Any Deposit shall be returned upon return of the rental card and door key, subject to any applicable offsets for cleaning, damage, or other costs incurred.
 - c. If the rental card and door key are not returned within three (3) business days following the event, the Event Host's regular Access Card shall be suspended until they are returned. In the event that either the rental card or door key are lost, the Event Host shall notify Amenities staff and shall be charged a replacement fee as specified in these Rules, which replacement fee may be deducted from any Deposit on file.
 - d. After-hours rentals shall otherwise be subject to the same rules and standards as rentals within normal operating hours, including all cleaning obligations.

CLUBS

1. Patrons may request that the Amenity Manager recognize the creation of a community club ("**Club**"). Participants in the Clubs must be Patrons or their Guests, and are subject to these Rules.
2. Each Club may rent the Amenities at no charge ("**Courtesy Rentals**") up to four times per month, provided however that such Courtesy Rentals shall be subject to availability as determined by the Amenity Manager.
3. Should the Club wish to be posted on the community calendar, the Club must notify the Amenities Manager at least fifteen days prior to the upcoming month.
4. The organizing Patron of a Club must be the legal age of majority.
5. The District is in no way financially or otherwise responsible for the acts or omissions of any Club or its members.
6. Clubs may not purport to speak on behalf of or represent the views of the District. The District shall not be deemed to endorse the views, purpose, or action of any Club by virtue of permitting a Club to be created and/or permitting the Club to engage in Courtesy Rentals.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

ANY PATRON, GUEST, OR OTHER PERSON WHO PARTICIPATES IN THE ACTIVITIES (AS DEFINED BELOW), SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL INDEMNIFY, DEFEND, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE DISTRICT AND ITS CONTRACTORS, AND THE PRESENT, FORMER, AND FUTURE SUPERVISORS, STAFF, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND CONTRACTORS OF EACH (TOGETHER, "INDEMNITEES"), FOR ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, ACTIONS, SUITS OR DEMANDS, WHETHER KNOWN OR UNKNOWN, IN LAW OR EQUITY, BY ANY INDIVIDUAL OF ANY AGE, OR ANY CORPORATION OR OTHER ENTITY, FOR ANY AND ALL LOSS, INJURY, DAMAGE, THEFT, REAL OR PERSONAL PROPERTY DAMAGE, EXPENSES (INCLUDING ATTORNEY'S FEES, COSTS AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS), AND HARM OF ANY KIND OR NATURE ARISING OUT OF, IN WHOLE OR IN PART, THE PARTICIPATION IN THE ACTIVITIES, BY SAID PATRON, GUEST, OR OTHER PERSON, AND ANY OF HIS OR HER GUESTS AND ANY MEMBERS OF HIS OR HER FAMILY.

SHOULD ANY PATRON, GUEST, OR OTHER PERSON, BRING SUIT AGAINST THE INDEMNITEES IN CONNECTION WITH THE ACTIVITIES OR RELATING IN ANY WAY TO THE AMENITIES, AND FAIL TO OBTAIN JUDGMENT THEREIN AGAINST THE INDEMNITEES, SAID PATRON, GUEST, OR OTHER PERSON SHALL BE LIABLE TO THE DISTRICT FOR ALL ATTORNEY'S FEES, COSTS, AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS. THE WAIVER OF LIABILITY CONTAINED HEREIN DOES NOT APPLY TO ANY ACT OF INTENTIONAL, WILLFUL OR WANTON MISCONDUCT BY THE INDEMNITEES.

FOR PURPOSES OF THIS SECTION, THE TERM "ACTIVITIES," SHALL MEAN THE USE OF OR ACCEPTANCE OF THE USE OF THE AMENITIES, OR ENGAGEMENT IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION, SPORT, EVENT, INSTRUCTION, OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE DISTRICT, ITS CONTRACTORS OR THIRD PARTIES AUTHORIZED BY THE DISTRICT.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these Rules shall not affect the validity or enforceability of the remaining provisions, or any part of the Rules not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these Rules from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these Rules.

ATTACHMENT A:	Consent and Waiver Agreement
ATTACHMENT B:	Amenity Rental Agreement

HARRISON RANCH CDD - CONSENT AND WAIVER AGREEMENT

The Harrison Ranch Community Development District ("**District**") owns and operates certain amenities, including a clubhouse, pool, playground, walking trails, and other facilities, and offers certain amenity programs, to the patrons of Harrison Ranch. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, "**Activities**"), I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Activities, and agree to indemnify, defend and hold harmless the District, Harrison Ranch Homeowners' Association, Inc., and any of their affiliates, supervisors, officers, managers, attorneys, engineers, agents, employees, volunteers, organizers, officials or contractors (collectively, the "**Indemnitees**") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments, damage or loss of any kind, whether monetary or otherwise, arising out of, in whole or in part, the Activities. I further acknowledge and agree that I have read and shall be bound at all times by the terms and conditions of the Rules, rules and regulations of the District, as currently in effect and as may be amended from time to time. Additionally, I acknowledge that the District is not responsible for supervising the Activities, and that I am responsible for supervising my minor children and guests and am further responsible for their acts and omissions. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Participant

Name: _____

Participant

Signature: _____

(if Participant is 18 years of age or older)

Date: _____

Parent/Guardian

Name: _____

(if Participant is under 18 years of age)

Parent/Guardian

Signature: _____

(if Participant is under 18 years of age)

Date: _____

Address:

Phone Number (home):

Phone Number (alternate):

Emergency Contact:

Emergency Contact Phone Number:

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT
AMENITY RENTAL AGREEMENT**

Name of Applicant: _____ Today's

Date: _____

Street

Address: _____

Contact Phone: _____ Email: _____

Rental Area: ☐ Veranda with Field ☐ Multi-purpose Room

Duration: ☐ Half-day, daytime (11 am to 5 pm) ☐ Half day, evening (5 pm to 11 pm) ☐ Full day (11 am to 11 pm)

Intended

Use: _____

Date of Event: _____ Time: _____ to _____ Estimated Attendance: _____

Event Host (if different from above): _____ Phone _____
/Email: _____

Indemnification:

I agree to indemnify, defend and hold harmless the District, Harrison Ranch Homeowners' Association, Inc., and any of their affiliates, supervisors, officers, managers, attorneys, engineers, agents, employees, volunteers, organizers, officials or contractors (collectively, the "Indemnitees") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments, damage or loss of any kind, whether monetary or otherwise, arising out of, in whole or in part, the use of the Amenities, and if alcohol is present, arising out of, or in connection with the, the consumption or provision of alcohol. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the District's Rules (the terms of which are incorporated herein by this reference), as currently in effect and as may be amended from time to time. Additionally, I acknowledge that the District is not responsible for supervising the Amenities, and that I am responsible for supervising my minor children and guests and am further responsible for their acts and omissions. Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes* or other statute or law.

Signature of Applicant _____

Date _____

Acknowledgements (please initial by each):

1. _____ The reservation is not confirmed until both the completed Amenity Rental Agreement and the Deposit (and any required Certificate of Insurance) have been received by the Amenity Manager.
2. _____ There is a maximum capacity of _____ persons for the Clubhouse. Patrons must inform their guests that once the scheduled event is completed, all guests are requested to exit.
3. _____ The rental duration includes set-up and post-event clean up and applies to all guests in attendance. Standard Guest policy applies outside the scheduled rental time and to all other District amenities during the rental time. For the time of the scheduled use (reservation) the renter has the exclusive use of the rented Amenities only.

4.	The interior and exterior of the Amenities are under closed circuit television surveillance.
5.	A Deposit made out to "Harrison Ranch Community Development District" shall be provided to the Amenity Manager upon submitting this reservation request.
6.	The Deposit will be refunded to Patron within ten (10) business days following the event provided all requirements set forth in the Amenity Rules are complete. If the Deposit will not be refunded, the Patron will be notified by District Staff within ten (10) business days following the event.
7.	Rental Fee: A non-refundable Rental Fee will be charged for rental of the Amenities. A separate check shall be made out to the "Harrison Ranch Community Development District" and submitted to District Staff at least fourteen (14) days in advance of the reservation date or the date will be released. Cancellations made less than fifteen (15) days prior to the reservation date will forfeit the Deposit.
8.	Additional fees may be assessed if the clean-up is incomplete, event is not limited to reservation time frame, or there is damage to the Amenities.
9.	I have reviewed, fully understand, and agree to abide by, the Amenity Rules.
10.	<p>I understand that at the conclusion of my rental period, I am responsible for the following clean-up tasks:</p> <ul style="list-style-type: none"> a. Remove all garbage, place in dumpster, and replace garbage liners; b. Remove all decorations, event displays, and materials; c. Return all furniture and other items to their original position; d. Stack chairs in stacks of ten (10); e. Fold all folding tables and place in hallway; f. Wipe off counters, table tops, and the sink area; g. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used; h. Lock all doors after the last guest leaves; and i. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.
After-Hours Rentals (please initial by each):	
1.	I acknowledge that if my rental is to take place outside of normal operating hours (currently Monday to Friday _____ to _____; Saturday _____ to _____; and Sunday <u>closed</u>), I or the Event host must meet with Amenities Staff on the day of the event (or, if the event is to be held on a Sunday, the Saturday before the event) to exchange my Access Card for a temporary rental card and a key to the Clubhouse door.
2.	The rental card will permit access until 11 p.m. All clean-up must be complete, and all guests must have left the Amenities, by 11 p.m.
3.	Both the rental card and the door key must be returned to Amenities staff the next business day following the event, during normal business hours. Any Deposit shall be returned upon return of the rental card and door key, subject to any applicable offsets for cleaning, damage, or other costs incurred.
4.	If the rental card and door key are not returned within three (3) business days following the event, my (and/or the Event Host's) regular Access Card may be suspended until they are returned. In the event that either the rental card or door key is lost, damaged, or stolen, I (or the Event Host) may be charged a replacement fee.
5.	I acknowledge that I am responsible for cleaning up after my rental, making sure all guests leave the Amenities after my rental, and for locking up the Amenities after my rental.
Alcohol:	
Will alcohol be served/consumed? Check one: <input type="checkbox"/> Yes, served; <input type="checkbox"/> Yes, BYOB; <input type="checkbox"/> No	
If you answered "yes" for either served or BYOB alcohol above, please initial below:	
1.	I understand that if I intend to serve or sell alcohol, I must hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the Amenity Manager prior to the event.
2.	I understand that I am solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and I agree to assume all liability for damages resulting from or arising in connection with the consumption of alcohol on the District's property.
3.	If event liability insurance coverage is required, the Harrison Ranch CDD is to be named on the policy as an additional insured party as follows: Harrison Ranch Community Development District and its supervisors, District Manager, Amenity Manager, agents, officers, staff, and contractors
4.	I have reviewed and agree to comply with the insurance requirements below:

		BYOB	Served/Sold
	Permitted	Yes	Yes, but only if a licensed bartender/caterer is hired
	Insurance	Homeowner's Insurance Rider/Endorsement providing special event coverage	Event liability insurance: <ul style="list-style-type: none"> • \$250,000 Property Damage; • \$1,000,000 Personal Injury, • Alcohol Rider • District named as additional insured

District Use Only:

Deposit Amount: \$ _____ Check # _____ Date: _____
 Rental Fee Amount: \$ _____ Check #: _____ Date: _____
 Insurance Certificate Provided: Yes ___ / No ___ Proof of Licensed and Insured Alcohol Vendor Provided: Yes ___ / N/A ___
 Amenity Manager Staff Initials: _____

PART 2: Harrison Ranch Community Development District

Rule for Amenities Rates

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2017)
Effective Date: _____, 2019

In accordance with Chapters 190 and 120 of the Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harrison Ranch Community Development District adopted the following rules to govern rates for the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.
2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Operating Rules of Harrison Ranch Community Development District, as amended from time to time.
3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.
4. **Reservation Rates for Clubhouse.** Any Patron wishing to have the exclusive use of any room or area within the clubhouse must pay the appropriate fee and submit a security deposit in the amounts set forth below. (For clarification purposes, all Guests must be represented by a Patron and deposit must be made by the Patron.)

Room / Area	Rental Fee*	Deposit
Veranda with Field	\$75 for half day \$150 for full day	\$100
Multi-Purpose Room (includes kitchen)	\$75 for half day \$150 for full day	\$100
LCD Projector and Screen	\$50/day	\$150
16' Blowup Movie Screen and Projector	\$150/day	\$300

*A half day shall be either daytime (from 11 a.m. to 5 p.m.), or evening (5 p.m. to 11 p.m.). A full day shall be from 11 a.m. to 11 p.m. All times include set-up and clean-up of the rented Amenities. The Amenity Manager has the discretion to set the specific hours of a given rental.

5. **Non-Clubhouse Rates.** The following non-clubhouse fees apply to programs which may be provided at the Amenities, if the District chooses to offer such programs:

Area / Service	Fee	Deposit (if applicable)
<i>Fitness</i>		
Fitness Class	\$2-5/class	
Individual Personal Training	\$45-65/hour session	
Buddy Personal Training	\$35-55/hour session, per person	
<i>Aquatics</i>		
Private Swim Lesson	\$20-40/hour session	
Group Swim Lesson	\$5-20/hour per person for up to 4 persons	
Swim Clinic	\$2-10/hour per person for between 5 to 8 persons	
<i>Annual Swim or Other Athletic Teams</i>		
Individual	\$80-120/annual per person	
Competing Teams	\$0-5 per person, per event	\$300
<i>Multi-Purpose Field</i>		
Field Rental	\$25-50/hour	\$300
<i>Tennis</i>		
Private Tennis Lesson	\$25-45/half-hour session \$60-80/hour session	
Group Tennis Lesson	\$5-15/hour per person for up to 4 person	
Tennis Clinic	\$5-10/hour per person for between 5 to 8 persons	\$300
<i>Special Monthly Family Events</i>		
Individuals	\$0-40 per event	

6. **Miscellaneous Fees.**

Item	Maximum Fee
Access Cards (one per Patron)	Free
Replacement of Damaged, Lost, or Stolen Access Card	\$25

Access Card for Renters	\$25
Weekly Guest Access Card (Limit 2 active Guest Access Cards at a time per household)	\$40 per week
Guest Fee with Accompanying Patron, non-community programming (Max. 8 per household)	Free
Guest Programming Participant Fee	\$20
Insufficient Funds Fee (for submitting an insufficient funds check)	\$30
Replacement of Damaged, Lost, or Stolen Rental Card or Clubhouse Door Key	\$25

7. **Special Provisions.**

- a. **Homeowner's Association Meetings.** Unless otherwise provided in the District's official Rules, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.
- b. **Clubs Meetings.** Unless otherwise provided in the District's official Rules, as may be amended from time to time, each Club is permitted up to four free meetings per month, subject to availability.
- c. **Additional Costs.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.
- d. **Guest Programming Participant Fee.** Any Guest who participates in a community programming activity, whether accompanied by a Patron or authorized to participate by the District or the Amenity Manager, within their discretion, may be charged a Guest Programming Participant Fee, which shall be in addition to any other applicable program fees. The Guest Programming Participant Fee shall only authorize the Guest to access that portion of the Amenities where the programming is taking place, and only while the Guest is participating in such programming.

8. **Adjustment of Rates.** Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth herein by not more than five percent per year to reflect actual costs of operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.
9. **Prior Rules; Rules.** The District's prior rules setting amenities rates are hereby rescinded. The District's Amenities Rules, as may be amended from time to time, govern all use of the Amenities.

10. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

PART 3: Harrison Ranch Community Development District *Disciplinary & Enforcement Rule*

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2017)

Effective Date: _____, 2019

In accordance with Chapters 190 and 120 of the Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harrison Ranch Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenities Rules.

2. General Rule. All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.

3. Suspension of Rights. The District, through its Board, District Manager, and Amenity Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules, including the Amenity Rules;
- f. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

4. **Authority of Amenity Manager.** The Amenity Manager or his or her designee has the ability to immediately remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenity Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's (and his/her family's, in the Amenity Manager or designee's discretion) privileges to use any or all of the Amenities for a period not to exceed fourteen days.

5. **Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period greater than fourteen days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

6. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

7. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

8. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Tab 12



Proposal Submitted to:
Harrison Ranch

October 23, 2019

Ph: 941-776-9725

Fax/Email: bmcevoy@rizzetta.com

Job Description: New Circuitry for Pole
Lighting

Proposal #2019_ 5356

Location: Harrison Ranch Pool

WE PROPOSE a complete electrical installation including all labor, material, code requirements and completed in accordance with the below specifications.

Remove and Replace Underground Feeder Cable Wiring for Street Lighting on Harrison Ranch Blvd:

Remove bad underground feeder cables from existing electrical panel (located next to Clubhouse parking lot) all the way to beginning of shorter poles on Harrison Ranch Blvd (2,800ft). Once bad wiring is removed, install new copper feeder cables through existing underground PVC conduit. New feeder cables will be sized appropriately to accommodate voltage drop due to distance. Install new submersible gel splice kits in exiting ground boxes at each pole along specified run. Remove and replace bad breaker that controls this section of street lighting. Make all connections, check for proper operation. *(Currently this circuit is being powered temporarily with undersized wiring in several sections to keep street lighting on for safety, Owens Electric Inc. advises this temporary wiring to be replaced/removed as soon as possible to avoid further damage to other circuitry inside same conduit)*

Total Proposal: \$17,385

Notes/Comments:

All material provided by Owens Electric is protected by a comprehensive (1) year warranty. All labor provided by Owens Electric is protected by a comprehensive (90) day warranty. All work performed as per National Electrical Code (NEC) 2014 Edition unless otherwise noted.

Exclusions in Proposal:

- 1.) Any unforeseen code violation requiring additional service.
- 2.) Any fixtures (new or existing) other than listed as being supplied by Owens Electric, Inc (OE).
- 3.) Any outside lighting (i.e. landscape, security, sign, low voltage lighting) not listed above.
- 4.) Any private unmarked irrigation/electrical conduit/wire/sprinkler/utilities repairs.

PAYMENT SCHEDULE AS FOLLOWS:

50% upon approval: \$8,692.50

50% upon completion: \$8,692.50

Work described at the price quoted is subject to adjustment for material price increases at time when work is scheduled to be performed. Material prices will be adjusted for any increases over 5% from the price at which the material was available at the time of submittal of this proposal.

Any alteration or deviations from the above specifications will be executed only upon written orders, and will become an extra charge over and above the estimate. Change orders may result in an adjustment or addition to the original price of the work including but not limited to any increased cost of labor, including overtime, additional equipment or materials. In the event such request results in one or more change orders,

Residential • Commercial • Light Industrial
Phone (941) 355-0035 • Fax (941) 894-0394 • Service@Owens-Electric.com • 2242 Industrial Blvd • Sarasota, FL 34234
State Certified # EC13002293 • Bonded • Insured

www.Owens-Electric.com



these orders will be invoiced as they are completed and payment is expected within 30 days from the date of the invoice. Fixtures, devices and circuits not listed are not included. All work to be completed in a workmanlike manner according to standard practices. Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by Owens Electric, Inc. may be considered grounds to terminate this agreement and subsequent warranty. Reasonable effort will be used to complete the project in a timely manner; however, all agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Owens Electric, Inc. maintains liability insurance and all workers are fully covered by Workers Compensation Insurance.

All invoices are due and payable within fifteen days from the date of the invoice. All parties agree to the payment terms as identified in the attached proposal that may include initial deposit, progress payments and final payment. Initial deposit as defined must be received prior to commencement of work. Progress payments will be invoiced and submitted via email based on the schedule outlined within the proposal and progress payment is expected within 30 days from the date of the invoice. Final payment of proposed work will be invoiced upon completion of work and payment is expected within 30 days from the date of the invoice. The scope of work shall include only the work set forth in the attached proposal. Any delinquent accounts will be subject to a monthly service charge at a rate of 18% yearly. Should we incur any costs or expenses in collecting payment per the terms of this agreement, the undersigned agrees to pay all such costs and expenses including reasonable attorney fees.

This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned. If customer terminates the project after acceptance, Customer agrees to reimburse Owens Electric, Inc. for reasonable project start-up costs incurred such as re-stocking fees, rescheduling charges permit fees, project management fees, etc. Customer agrees that such fees may be deducted prior to refunding any initial deposit paid. Customer agrees that Owens Electric, Inc. is entitled to recover reasonable attorney and collection fees.

Authorized Signature: _____
Matthew Aloy

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____ **Print Name:** _____ **Signature:** _____

Tab 13



October 3, 2019

Harrison Ranch CDD
c/o Rizzetta and Company
9428 Camden Field Parkway
Riverview, FL 33578

RE: Reserve Study Update with Site Inspection
Harrison Ranch CDD
5755 Harrison Ranch Blvd
Parrish, FL 34219

Dear Board of Supervisors:

We are very appreciative for the opportunity to perform a reserve study update with site inspection and recommendations for Harrison Ranch CDD. We are a team of knowledgeable reserve analysts with extensive experience and take pride in performing reserve studies. The reserve study will project costs and funding for a 30 year time frame for all common areas and improvements.

Harrison Ranch CDD commenced operations in February 2007. Harrison Ranch CDD encompasses 1,109 lots and is primarily comprised of single family residential development. Construction in the District started in 2006 and home construction was gradual until completion in 2016. Central to the community is a clubhouse and a pool area that serve as main amenities, as well as recreation fields and courts. The CDD consists of approximately 955 acres and is located in Parrish, Manatee County, Florida. After a review of plats, aerials, and county records, we recommend the following reserve items be included in the report:

- **Clubhouse**
- **Well**
- **Tot Lot**
- **Tennis Courts**
- **Parking Areas**
- **Pool Area and Equipment**
- **Nature Trail**
- **Street Signs**
- **Fencing**
- **Ponds**
- **Entry Areas and Monuments**
- **Stormwater Drainage**
- **Any Other Items Specified by You**

The physical analysis portion of the reserve study will include a reserve item component list, remaining life, useful life, current cost, future cost of all reserve items as well as any site recommendations. The financial analysis portion of the study will include allowances for your interest income, taxes and projected changes in building costs. The pooled method and component method (if applicable) will be used and presented to derive the funding schedules.



Scope of Service

Our scope of service for a reserve study update with site inspection that includes all expenses consists of:

- Site inspection of common areas and improvements with both a Certified General Contractor and a CAI-designated Reserve Specialist (Both are degreed engineers).
- Our user-friendly reserve study report that includes narrative, photographs, pooled method cash flow plan, component method plan (if applicable), reserve item component cost, remaining life, and useful life inventory. The report projects costs and funding for 30 years using localized costs.
- Percent Funded Analysis. This compares what you have in reserve funds to what the ideal amount should be, something many reserve studies do not include.
- One site meeting with management or the board on the day of inspection, if requested.
- Electronic copies of the report. Electronic copies can also be requested any time in the future by email. A hard copy is available free of charge upon request.
- Revisions or amendments of reports for up to 90 days from the first submission of the report. We welcome all feedback. (It is not uncommon for there to be one or two refinements of the report to meet your specific requirements).
- Accessibility. Call, write, or email us any time and you will receive prompt follow-up. We aim to exceed expectations and consider customer service our top priority.
- 30 year cash flow plan in the report.
- Review of plats, drawings, and site aerials.



Qualifications

Paul Gallizzi and Steven Swartz are professionals in the business of preparing reserve studies and insurance appraisals for community associations. We both inspect all properties and have provided detailed analysis of over 300,000 single family, apartment, villa, townhome, and condominium units. Our high repeat customer rate indicates high customer satisfaction. We have prepared reserve studies and insurance appraisals for all types of community associations including high rise condominiums, mid-rise condominiums, garden-style condominiums, office condominiums, medical condominiums, townhouse developments, single family residential homeowners associations, community development districts, and special use facilities.

We both hold engineering degrees from fully accredited universities. Paul is a State Certified General Real Estate Appraiser License Number RZ 110 and a State Certified General Contractor License Number CGC 019465 with over 30 years of experience in each. Steven is one of approximately only 200 people nationwide that have earned the designation of Reserve Specialist (RS) from the Community Associations Institute and is a State Certified General Real Estate Appraiser License Number RZ 3479. He has also been a speaker at CAI functions discussing reserves and budgeting. To learn more, please visit us on the web at www.reservestudyfl.com and visit our articles section for more than 50 articles about reserves, funding, and budgeting.

A partial list of our clients include:

- Greenacre Properties
- Standard Pacific Homes
- Leland Management
- M/I Homes
- Associa Gulf Coast
- Sentry Management
- Starwood Land Ventures
- Management & Associates
- Resource Property Management
- Condominium Associates
- Insurance Office of America
- Argus Property Management
- Creative Management
- Many Other Individually Managed Associations
- The Mahaffey Apartment Company
- Rizzetta & Company
- First Service Residential
- Brown & Brown Insurance
- Taylor Morrison Homes
- Vanguard Management Group
- Lennar Homes
- McNeil Management Services
- Development Planning and Financing Group
- Qualified Property Management
- Avid Property Management
- Southshore Property Management
- Terra Management Services



Experience

Here is a short list of communities we have conducted reserve studies for, showing experience with various construction types, building systems, and community amenities:

Fishhawk CDD I, CDD II, CDD III, & CDD IV, Lithia, Florida

Fishhawk Ranch is a large planned community consisting of approximately 3000 acres in Lithia, Florida. It is comprised of numerous single family home subdivisions as well as a few townhome subdivisions. There are many community amenities including swimming pools, clubhouses, tennis courts, playgrounds, fitness centers, a banquet center, running trails, parks, and various others. The District also maintains the ponds, stormwater drainage, and the entry areas. There are a total of 6,286 members.

Heritage Harbour South CDD, Bradenton, Florida

Heritage Harbour South CDD is comprised of single family residential and multifamily residences. The community started construction in 2002 and construction finished in 2006. Overall, there are 1,523 units. The CDD maintains the baseball field and recreation area. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 980.79 acres in Bradenton, Florida.

Venetian CDD, Venice, FL

Venetian CDD commenced operations in September 2002. The Venetian Golf and River Club has 1,377 lots planned primarily for single family residential development as well as a small amount of multi-family development. The River Club recreation area was built in 2004 and includes a clubhouse, kitchen and banquet facilities, fitness center, pool area, tennis courts, as well as other amenities. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 964 acres.

Riverwood CDD, Port Charlotte, FL

Riverwood CDD started development in the mid 1990s and most of the construction was complete over the next decade. The District maintains an amenity campus with a clubhouse/athletic center, pool area, tennis, and shuffleboard courts. The district also owns an off-site Beach Club on Manasota Key in Englewood. The Beach Club was built in 2003 and acquired in 2014. Additionally, the District also maintains the streets, potable water system, re-claimed water system, sewer system (and plant), and stormwater drainage.

Two Creeks CDD, Middleburg, FL

Two Creeks has 624 platted lots planned for single family residential development and encompasses 625 acres. The community was platted in June 2007. Within the district, there is a recreation comprised of a clubhouse, pool area, 2 tennis courts, a basketball court, playgrounds, and a volleyball court. The community also maintains the ponds, stormwater drainage, and the entry areas.



Services

The fee schedule for the current assignment is as follows, please sign below to confirm your acceptance:

Reserve Study Update with Site Inspection (Level-2)

\$3,000

We will provide you with electronic copies of the report. Payment will be due at the first submission of the report. The report will be completed within six weeks of our firm receiving this engagement letter signed and faxed or emailed to our office.

Thank you again for the opportunity to present our proposal to you.

Sincerely,

Paul Gallizzi
Florida General Contractor #CGC-019465
State-Certified General Appraiser RZ110

Steven Swartz, RS
Reserve Specialist Designation No. 214
State-Certified General Appraiser RZ3479

Accepted by Signature:

Date

Accepted by Printed Name: _____

Tab 14



Proposal Submitted to:
Harrison Ranch

October 17, 2019

Ph: 941-776-9725

Fax/Email: bmcevoy@rizzetta.com

Job Description: Interior LED Pool
Lights

Proposal #2019_ 5354

Location: Harrison Ranch Pool

WE PROPOSE a complete electrical installation including all labor, material, code requirements and completed in accordance with the below specifications.

Remove and Replace Interior Pool Light Fixtures with new Integrated Led Pool

Light Fixtures: Remove (14) interior pool light fixtures from around the interior walls of community pool. Install (14) new integrated LED Pentair 5g underwater light fixtures in all existing locations. Make all connections, check for proper operation. *(Proposal does not include troubleshooting or replacing transformers for pool lighting)*

Total Proposal: \$10,130

Notes/Comments:

All material provided by Owens Electric is protected by a comprehensive (1) year warranty. All labor provided by Owens Electric is protected by a comprehensive (90) day warranty. All work performed as per National Electrical Code (NEC) 2014 Edition unless otherwise noted.

Exclusions in Proposal:

- 1.) Any unforeseen code violation requiring additional service.
- 2.) Any fixtures (new or existing) other than listed as being supplied by Owens Electric, Inc (OE).
- 3.) Any outside lighting (i.e. landscape, security, sign, low voltage lighting) not listed above.
- 4.) Any private unmarked irrigation/electrical conduit/wire/sprinkler/utilities repairs.

PAYMENT SCHEDULE AS FOLLOWS:

50% upon approval: \$5,065

50% upon completion: \$5,065

Work described at the price quoted is subject to adjustment for material price increases at time when work is scheduled to be performed. Material prices will be adjusted for any increases over 5% from the price at which the material was available at the time of submittal of this proposal.

Any alteration or deviations from the above specifications will be executed only upon written orders, and will become an extra charge over and above the estimate. Change orders may result in an adjustment or addition to the original price of the work including but not limited to any increased cost of labor, including overtime, additional equipment or materials. In the event such request results in one or more change orders, these orders will be invoiced as they are completed and payment is expected within 30 days from the date of the invoice. Fixtures, devices and circuits not listed are not included. All work to be completed in a workmanlike manner according to standard practices. Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by Owens Electric, Inc. may be considered grounds to terminate this agreement and subsequent warranty. Reasonable effort will be used to complete the project in a timely manner; however, all agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Owens Electric, Inc. maintains liability insurance and all workers are fully covered by Workers Compensation Insurance.



All invoices are due and payable within fifteen days from the date of the invoice. All parties agree to the payment terms as identified in the attached proposal that may include initial deposit, progress payments and final payment. Initial deposit as defined must be received prior to commencement of work. Progress payments will be invoiced and submitted via email based on the schedule outlined within the proposal and progress payment is expected within 30 days from the date of the invoice. Final payment of proposed work will be invoiced upon completion of work and payment is expected within 30 days from the date of the invoice. The scope of work shall include only the work set forth in the attached proposal. Any delinquent accounts will be subject to a monthly service charge at a rate of 18% yearly. Should we incur any costs or expenses in collecting payment per the terms of this agreement, the undersigned agrees to pay all such costs and expenses including reasonable attorney fees.

This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned. If customer terminates the project after acceptance, Customer agrees to reimburse Owens Electric, Inc. for reasonable project start-up costs incurred such as re-stocking fees, rescheduling charges permit fees, project management fees, etc. Customer agrees that such fees may be deducted prior to refunding any initial deposit paid. Customer agrees that Owens Electric, Inc. is entitled to recover reasonable attorney and collection fees.

Authorized Signature: _____
Matthew Aloy

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____ Print Name: _____ Signature: _____



October 18, 2019

Barbara McEvoy
Community Manager
5755 Harrison Ranch Blvd.
Parrish, FL
34219

CHANGE ORDER

Disconnect, remove and dispose of 14 commercial pool lights and replace with 14 Pentair commercial IntelliBrite LED white lights and reconnect to the existing power source.

Lights

14 IntelliBrite, LED; Model #601103 Price: \$775 each	Total: \$10,850
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Associated Labor

2 manhours/light @\$40/hour	Total: \$1,120
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Total Parts & Labor	\$11,970
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Payment Terms:

Deposit 50% - \$5,985
Upon Completion - \$5,985

Signature: _____
Barbara McEvoy

