



Rizzetta & Company

Harrison Ranch Community Development District

Board of Supervisors' Meeting February 14, 2022

District Office · Riverview, Florida · (813) 533-2950

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.HarrisonRanchCDD.org

**HARRISON RANCH
COMMUNITY DEVELOPMENT DISTRICT**

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

Board of Supervisors	Julianne Giella Victor Colombo Susan Walterick Thomas Benton Geoffery Cordes	Chairman Assistant Secretary Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Barbara McEvoy	Rizzetta & Company, Inc
District Counsel	Lauren Gentry	KE Law Group
District Engineer	Rick Schappacher	Schappacher Engineering, LLC

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 · Riverview, Florida · (813) 533-2950

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

Board of Supervisors
Harrison Ranch Community
Development District

February 7, 2022

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harrison Ranch Community Development District will be held on **Monday, February 14, 2022 at 6:30 PM** at the Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish, FL 34219. To access the meeting, please use a telephone to dial **253-215-8782**, and enter the ID# **4771548576**. The following is the agenda for the meeting:

1. **CALL TO ORDER**
2. **AUDIENCE COMMENTS**
3. **CONSENT AGENDA:**
 - i. Ratification of Playground Mulch ProposalTab 1
 - ii. Ratification of irrigation & landscape proposalsTab 2
 - iii. Ratification of Cost-Share Agreement, StaffingU/S/C
 - iv. Consideration of Minutes of Board of Supervisors'
Regular Meeting held on December 13, 2021Tab 3
 - v. Ratification of Operations & Maintenance
Expenditures for November 2021Tab 4
 - vi. Ratification of Operations & Maintenance
Expenditures for December 2021Tab 5
4. **STAFF REPORTS**
 - A. Pond & Mitigation Maintenance Update
 - i. *Presentation of Waterway Inspection Report (Dec/Jan)Tab 6*
 - ii. *Pleco Removal Report, Pond 37.....Tab 7*
 - B. Landscape Maintenance Updates
 - i. *Presentation of Field Service Report & MQI Report
(Dec/Jan)Tab 8*
 - ii. *Consideration of alternative weed control product.....Tab 9*
 - iii. *Consideration of Landscape Enhancement ProposalsTab 10*
 - C. District Counsel
 - D. District Engineer
 - i. *Consideration of bids – Asphalt Repairs.....Tab 11*
 - ii. *Consideration of bids - Nature TrailsTab 12*
 - iii. *Consideration of bids - Vegetation Removal.....Tab 13*
 - iv. *Consideration of bids - Aquatic PlantingsTab 14*
 - v. *Consideration of bids - Pond Structure Repairs.....Tab 15*
 - vi. *Discussion - Pond Bank RestorationTab 16*
 - vii. *Clubhouse drainage (walkways)*

E.	District Manager/Staff Reports	
i.	Consideration of Eagle Scout project.....	Tab 17
ii.	Report of quarterly website ADA compliance.....	Tab 18
iii.	Management Report.....	Tab 19
iv.	Action Items List	Tab 20
5.	BUSINESS ITEMS	
A.	Consideration of Resolution 2022-02, Setting PH on Amenity Rules and Rates	Tab 21
B.	Consideration of Amended Amenity Rules	Tab 22
C.	Consideration of Amended Community Programming Agreement	Tab 23
D.	Consideration of Changes to Clubhouse Hours	
E.	Consideration of Resolution 2022-05, Adopting Amended Prompt Payment Policies	Tab 24
F.	Discussion of Excess Revenue Funds	
G.	Consideration of Resolution 2022-____, Appointing an Assistant Secretary	Tab 25
H.	Consideration of Field Services Agreement	Tab 26
I.	Consideration of Exterior Lighting Options	
i.	Exterior Coach Lights	Tab 27
ii.	Replacement of bollard lights with eave-mounted Lights.....	Tab 28
iii.	Parking Lot light – LED upgrade.....	Tab 29
J.	Consideration of proposal to replace exterior door.....	Tab 30
K.	Consideration of replacement of water fountain(s).....	Tab 31
L.	Consideration of request for fundraiser event	Tab 32
M.	Discussion of Manatee County Neighborhood Enhancement Grant program.....	Tab 33
N.	Discussion - damage to gym wall.....	Tab 34
O.	Discussion - damage to tennis court surface	Tab 35
P.	Discussion - defacing of basketball court	Tab 36
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.

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, December 13, 2021 at 1:30 PM** at the Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish, FL 34219.

Present and constituting a quorum were:

Julianne Giella	Board Supervisor, Chairman (via phone)
Sue Walterick	Board Supervisor, Vice Chairman
Geoffrey Cordes	Board Supervisor, Asst. Secretary
Victor Colombo	Board Supervisor, Asst. Secretary

Also present were:

Barbara McEvoy	District Manager/Community Manager; Rizzetta & Company
Rick Schappacher	District Engineer
Bryan Schaub	Field Service Manager
Lauren Gentry	KE Law Group, PLLC
Liz Rocque	Solitude
Chris Berry	LMP
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Ms. McEvoy called the meeting to Order.

SECOND ORDER OF BUSINESS

Audience Comments

A resident commented on the issues at pond 19

A resident commented on clubhouse activities/ Bingo.

A resident commented on the annual flowers (perennials)

THIRD ORDER OF BUSINESS

Staff Reports

A. Pond & Mitigation Maintenance Update

i. Presentation of Waterway Inspection Report

The Board reviewed the details of the Waterway Inspection Report.

ii. Consideration of Pond Planting Proposal

On a motion by Ms. Walterick, seconded by Mr. Colombo, with all in favor, the Board of Supervisors approved the revised proposal from Solitude for pond plantings at ponds 28,26,30,31,33,and 42 at a total cost of \$8,636.00 for the Harrison Ranch Community Development District.

B. Landscape Maintenance Update

i. Presentation of Field Inspection Report

The Board reviewed the details of the Field Inspection report. A discussion ensued regarding the copperleaf at 301 and Mr. Berry with LMP informed the Board that it will be done in the spring.

ii. Consideration of Landscape Enhancement Proposals

On a motion by Ms. Walterick, seconded by Mr. Colombo, with all in favor, the Board of Supervisors approved Proposal #75058 for irrigation repairs and Proposal #75105 for landscape enhancements from LMP, at a total cost of \$3,674.16 for the Harrison Ranch Community Development District.

iii. Presentation of MQI Report

C. District Engineer

The District Engineer summarized bid packages prepared for various District projects. The Board decided to review the bid packages for the aquatics plantings, the bank restoration, structure repairs, vegetation removal, and the parking lot paving at the January meeting. The Board authorized the DE to get proposals for parking lot paving, vegetation removal, structure repairs, and aquatic plantings to review at the January meeting. Pond Bank restoration bid package was to be brought back at January meeting for further discussion

D. District Counsel

On a motion by Mr. Cordes, seconded by Ms. Walterick, with all in favor, the Board of Supervisors approved the management agreement in substantial form and authorized the chairman to sign for the Harrison Ranch Community Development District.

E. Clubhouse Staff

i. Presentation of Clubhouse Report

No report.

F. District Manager

No report.

FOURTH ORDER OF BUSINESS

**Consideration of Pool Heater
Proposals**

On a motion by Ms. Walterick, seconded by Mr. Colombo, with all in favor, the Board of Supervisors approved the proposals for pool heater repairs from Symbiont Service Corp at a total cost of \$5,632.11 for the Harrison Ranch Community Development District

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2022-02,
Setting PH on Amenity Rules and Rates**

This item was tabled.

SIXTH ORDER OF BUSINESS

**Consideration of Revised Agreement
for Community Program Services**

This item was tabled.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2022-03,
Surplus Property**

The Board reviewed Resolution 2022-03, which classifies pool and lounge chairs and veranda furniture as surplus property.

On a motion by Mr. Colombo, seconded by Mr. Cordes, with all in favor, the Board of Supervisors adopted Resolution 2022-03 for the Harrison Ranch Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2022-04,
Revised Meeting Schedule**

The Board reviewed Resolution 2022-04, which adds workshop dates to the annual meeting schedule and, directed that all meeting times be changed to 6:30 p.m.

On a motion by Mr. Colombo, seconded by Mr. Cordes, with all in favor, the Board of Supervisors adopted Resolution 2022-04 for the Harrison Ranch Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2022-05,
Prompt Payment**

This item was tabled.

TENTH ORDER OF BUSINESS

**Discussion Regarding Excess
Revenue Funds**

This item was tabled.

ELEVENTH ORDER OF BUSINESS

**Consideration of Field Service
Agreement**

This item was tabled.

TWELFTH ORDER OF BUSINESS

**Consideration of Exterior Lighting
Options**

This item was tabled.

THIRTEENTH ORDER OF BUSINESS

**Consideration of Proposal for Exterior
Door Replacement**

This item was tabled.

FOURTEENTH ORDER OF BUSINESS

**Consideration of Minutes of Board of
Supervisors Regular Meeting Held on
November 8, 2021**

On a motion by Ms. Walterick, seconded by Mr. Colombo, with all in favor, the Board of Supervisors approved the minutes of the November 8, 2021 Regular Meeting for the Harrison Ranch Community Development District.

FIFTHTEENTH ORDER OF BUSINESS

**Consideration of Minutes of Board of
Supervisors workshop Meeting Held
on November 30, 2021**

On a motion by Ms. Walterick, seconded by Mr. Colombo, with all in favor, the Board of Supervisors approved the minutes of the November 30, 2021 workshop Meeting for the Harrison Ranch Community Development District.

SIXTEENTH ORDER OF BUSINESS

**Ratification of Operations &
Maintenance Expenditures for October
2021**

On a motion by Ms. Walterick, seconded by Ms. Cordes, with all in favor, the Board of Supervisors ratified the O&M Expenses for October 2021 in the amount of \$116,079.66 for the Harrison Ranch Community Development District.

SEVENTEENTH ORDER OF BUSINESS

Supervisor Requests

There were no supervisor requests.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Colombo, seconded by Ms. Walterick, with all in favor, the Board of Supervisors adjourned the regular Board meeting at 2:47 p.m. for the Harrison Ranch Community Development District.

Asst. Secretary

Chair / Vice Chair

Tab 4

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures November 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2021 through November 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$194,609.36**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Air Clean of Florida and Countryside Plumbing	004552	9329346811	Plumbing Repairs 10/21	\$ 200.00
Bright House Networks	004568	088053901111921	0050880539-01 - Gym 11/21	\$ 130.66
Childlike Productions	004554	110921 Childlike	Entertainment - Santa Event 12/21	\$ 750.00
Construction Management Services LLC	004556	49	Maintenance 11/21	\$ 396.00
Dean Cornelio	004569	111621 Cornelio	Networking Refund 11/21	\$ 10.00
Department of Economic Opportunity	004558	85086	Special District Fee FY21/22	\$ 175.00
Florida Department of Revenue	004559	Sales Tax 10/21	Sales Tax 10/21	\$ 45.15
Florida Power & Light Company	004570	Electric Summary 11/21	FPL Electric Summary Billing 11/21	\$ 4,835.40
FPL	004571	FPL #2 Summary 11/21	FPL #2 Summary 11/21	\$ 136.57
Frontier Florida LLC dba Frontier Communications of Florida	004560	090719-5 11/21	941-776-3095-090719-5 11/21	\$ 496.07
Geoffery Cordes	004557	GC110821	Board of Supervisors Meeting 11/08/21	\$ 200.00
Grau & Company, P.A.	004562	R5290426P411	Audit Services FY 21/22	\$ 29.00
Guardian Protection Services, Inc.	004572	59916312	Security Services 11/03/21-12/02/2021	\$ 46.95
Gulf Business Systems	004563	295471	Toner 11/21	\$ 8.00
Gulf Business Systems	004573	295887	Monthly Billing Copy Machine 11/21/21- 12/20/21	\$ 142.00

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Harrison Ranch CDD	CD0348	CD0348	Debit Card Replenishment	\$ 1,020.46
Jan-Pro of Manasota	004577	68701	Janitorial Services 11/21	\$ 936.00
Julianne Giella	004561	JG110821	Board of Supervisors Meeting 11/08/21	\$ 200.00
KE Law Group, PLLC	004545	140	Legal Services 08/21	\$ 3,797.97
KE Law Group, PLLC	004545	531	Legal Services 10/21	\$ 3,844.50
Landscape Maintenance Professionals, Inc.	004578	163615	Irrigation Repairs 10/21	\$ 425.00
Landscape Maintenance Professionals, Inc.	004578	163616	Irrigation Repairs 10/21	\$ 425.00
Landscape Maintenance Professionals, Inc.	004578	163618	Irrigation Repairs 10/21	\$ 1,588.00
Landscape Maintenance Professionals, Inc.	004578	163672	Irrigation Repairs 10/21	\$ 113.60
Landscape Maintenance Professionals, Inc.	004578	163781	Monthly Maintenance 11/21	\$ 30,123.00
Landscape Maintenance Professionals, Inc.	004578	164023	Fertilization 10/21	\$ 11,380.00
Landscape Maintenance Professionals, Inc.	004578	164024	Pest Control 10/21	\$ 725.00
Lillian Palmer	004548	1001	Activity Supplies 11/21	\$ 385.00
Marlin Business Bank	004574	19418057	Copystar Copier - Account # 1613410 11/21	\$ 337.13
MCSO Off Duty	004546	39862	Security/Escort/Traffic Services 11/21	\$ 180.00

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
MCSO Off Duty	004546	39863	Security/Escort/Traffic Services 12/21	\$ 180.00
MCUD	004547	Water Summary Bill 10/21	MCUD Water Summary 10/21	\$ 3,484.48
Playground Boss LLC.	004549	2395	Gorilla Playground Installation 10/21	\$ 52,816.00
Precision Courts, LLC	004551	2343	Tennis Court Resurfacing 08/21	\$ 10,100.00
RB Owens Electric Inc	004579	20213004	Monthly Repairs 09/21	\$ 10,694.90
RB Owens Electric Inc	004579	20213250	Monthly Repairs 10/21	\$ 4,615.65
RB Owens Electric Inc	004579	20213389	Service Call 11/21	\$ 255.50
Rizzetta & Company, Inc.	004543	INV0000062534	District Management Fees 11/21	\$ 11,230.34
Rizzetta & Company, Inc.	004550	INV0000062635	BI-Weekly Payroll 11/21	\$ 3,729.97
Rizzetta & Company, Inc.	004575	INV0000063066	BI-Weekly Payroll 11/21	\$ 3,729.97
Rizzetta Technology Services, LLC	004544	INV0000008163	Website & Email Hosting 11/21	\$ 175.00
S & G Pools, LLC	004576	01121	Monthly Pool Service - Three Times Weekly 11/21	\$ 1,633.00
Schappacher Engineering, LLC	004564	2024	Engineering Services 10/21	\$ 5,247.50
Securiteam	004580	11506101821	Service Call 10/21	\$ 337.50
Securiteam	004580	11525102021	Service Call 10/21	\$ 150.00

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Securiteam	004580	14786	Remote Video Monitoring 11/21	\$ 2,515.00
Solitude Lake Management	004581	PI-A00695493	Pond 12 Restoration Assessment 10/21	\$ 850.00
Solitude Lake Management	004581	PI-A00706155	Monthly Lake and Wetland Services 11/21	\$ 3,865.92
Solitude Lake Management	004581	PI-A00706156	Monthly Lake and Wetland Services 11/21	\$ 12,732.92
Solitude Lake Management	004581	PI-A00706157	Monthly Midgefly Treatment 11/21	\$ 2,214.00
Solitude Lake Management	004581	PI-A00712421	Fountain Aerator Services 11/21	\$ 80.25
Susan Walterick	004565	SW110821	Board of Supervisors Meeting 11/08/21	\$ 200.00
Thomas Benton	004553	TB110821	Board of Supervisors Meeting 11/08/21	\$ 200.00
Victor G Colombo	004555	VC110821	Board of Supervisors Meeting 11/08/21	\$ 200.00
ZNS Engineering, L.C.	004566	143558	Engineering Services WUP 09/21	<u>\$ 290.00</u>
Report Total				<u>\$ 194,609.36</u>

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures December 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2021 through December 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$156,717.30**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bright House Networks	004609	088053901121921	0050880539-01 - Gym 12/21	\$ 130.66
David Cope	004582	112921	Trap and Remove Wild Hogs 07/21-11/21	\$ 4,750.00
Florida Department of Revenue	004590	Sales Tax 11/21	Sales Tax 11/21	\$ 65.09
Florida Power & Light Company	004603	Electric Summary 12/21	FPL Electric Summary Billing 12/21	\$ 5,690.92
FPL	004604	FPL #2 Summary 12/21	FPL #2 Summary 12/21	\$ 161.15
Frontier Florida LLC dba Frontier Communications of Florida	004591	090719-5 12/21	941-776-3095-090719-5 12/21	\$ 496.07
Geoffery Cordes	004602	GC113021	Board of Supervisors Meeting 11/30/21	\$ 200.00
Geoffery Cordes	004602	GC121321	Board of Supervisors Meeting 12/13/21	\$ 200.00
Guardian Protection Services, Inc.	004610	60153238	Security Services 12/03/21 - 01/02/22	\$ 46.95
Gulf Business Systems	004611	297748	Monthly Billing Copy Machine 12/21/21-01/20/22	\$ 22.00
Harrison Ranch CDD	CD0350	CD0350	Debit Card Replenishment	\$ 1,755.44
Harrison Ranch Homeowners Association, Inc.	004612	122321 HOA	Refund for Sign Deposit 12/21	\$ 25,515.00
Jan-Pro of Manasota	004592	69154	Janitorial Services 12/21	\$ 936.00
Julianne Giella	004605	JG113021	Board of Supervisors Meeting 11/30/21	\$ 200.00

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Julianne Giella	004605	JG121321	Board of Supervisors Meeting 12/13/21	\$ 200.00
KE Law Group, PLLC	004593	858	Legal Services 11/21	\$ 4,593.40
Landscape Maintenance Professionals, Inc.	004607	164404	Monthly Maintenance 12/21	\$ 30,123.00
Landscape Maintenance Professionals, Inc.	004607	164568	Irrigation Repairs 11/21	\$ 225.00
Landscape Maintenance Professionals, Inc.	004607	164569	Irrigation Repairs 11/21	\$ 500.00
Landscape Maintenance Professionals, Inc.	004607	164595	Fertilization 11/21	\$ 5,465.00
Landscape Maintenance Professionals, Inc.	004607	164596	Pest Control 11/21	\$ 725.00
Landscape Maintenance Professionals, Inc.	004607	164616	Irrigation Repairs 12/21	\$ 126.00
Landscape Maintenance Professionals, Inc.	004607	164617	Irrigation Repairs 12/21	\$ 45.00
Landscape Maintenance Professionals, Inc.	004607	164622	Annuals 12/21	\$ 15,691.18
Landscape Maintenance Professionals, Inc.	004607	164624	Tree Removal 12/21	\$ 475.75
Landscape Maintenance Professionals, Inc.	004607	164625	Plants 12/21	\$ 543.15
Landscape Maintenance Professionals, Inc.	004607	164626	Repair Erosion with Gravel and Sod 12/21	\$ 3,930.00
Landscape Maintenance Professionals, Inc.	004607	164627	Mulch 12/21	\$ 2,406.50

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Landscape Maintenance Professionals, Inc.	004607	164668	Sod 12/21	\$ 1,283.00
Landscape Maintenance Professionals, Inc.	004607	164688	Irrigation Repairs 12/21	\$ 384.00
Landscape Maintenance Professionals, Inc.	004613	164689	Irrigation Repairs 12/21	\$ 425.00
Marlin Business Bank	004614	19485609	Copystar Copier - Account # 1613410 12/21	\$ 337.13
McClatchy Company, LLC	004584	76430	Legal Advertising 21450 11/21	\$ 78.39
MCUD	004585	Water Summary Bill 11/21	MCUD Water Summary 11/21	\$ 2,765.49
Peter Gruskin	004583	111921 Gruskin	Entertainment DJ for Dance Party 11/21	\$ 350.00
Presidential Electrical Services, Inc	004586	1880-BALANCE	Holiday Lighting Balance 11/21	\$ 1,053.00
Presidential Electrical Services, Inc	004586	1881-BALANCE	Holiday Lighting Balance 11/21	\$ 2,943.00
RB Owens Electric Inc	004615	20213415	Monthly Inspection 11/21	\$ 390.00
RB Owens Electric Inc	004615	20213662	Monthly Inspection 12/21	\$ 390.00
RB Owens Electric Inc	004615	20213664	Monthly Repairs 11/21	\$ 5,559.10
RB Owens Electric Inc	004615	20213693	Service Call 12/21	\$ 202.50
Rizzetta & Company, Inc.	004587	INV0000063116	District Management Fees 12/21	\$ 5,240.17

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	004594	INV0000063348	BI-Weekly Payroll 12/21	\$ 3,722.41
Rizzetta & Company, Inc.	004616	INV0000064366	BI-Weekly Payroll 12/17/21	\$ 9,900.16
Rizzetta Technology Services, LLC	004588	INV0000008255	Email & Website Hosting Services 12/21	\$ 175.00
S & G Pools, LLC	004595	01221	Monthly Pool Service - Three Times Weekly 12/21	\$ 1,633.00
Schappacher Engineering, LLC	004596	2039	Engineering Services 11/21	\$ 4,852.50
Securiteam	004597	11560110121	Service Call 12/21	\$ 150.00
Solitude Lake Management	004598	PI-A00724513	Monthly Lake and Wetland Services 12/21	\$ 3,865.92
Solitude Lake Management	004598	PI-A00724514	Monthly Midgefly Treatment 12/21	\$ 2,214.00
Solitude Lake Management	004617	SMOR-545111	50% Deposit - Pond 21 Alum Treatment 12/21	\$ 1,456.00
Susan Walterick	004608	SW113021	Board of Supervisors Meeting 11/30/21	\$ 200.00
Susan Walterick	004608	SW121321	Board of Supervisors Meeting 12/13/21	\$ 200.00
Symbiont Service Corp	004589	I20533	Service Call 11/21	\$ 891.83
The Villas of Harrison Ranch Homeowners	004599	Villas 120721	Cost Share - 30% Irrigation 07/21-09/21	\$ 237.44
Thomas Benton	004600	TB113021	Board of Supervisors Meeting 11/30/21	\$ 200.00

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Victor G Colombo	004601	VC113021	Board of Supervisors Meeting 11/30/21	\$ 200.00
Victor G Colombo	004601	VC121321	Board of Supervisors Meeting 12/13/21	<u>\$ 200.00</u>
Report Total				<u>\$ 156,717.30</u>

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING POLICES AND RATES REGARDING DISTRICT AMENITY FACILITIES.

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

WHEREAS, the Board of Supervisors of the District (hereinafter the "Board") is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

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

Section 1. The District's Board of Supervisors intends to adopt policies setting forth the fees for utilization of the District's recreation facilities and services, a proposed copy of which is attached hereto as **Exhibit A**, and will hold a public hearing at a meeting of the Board to be held on **April 11, 2022, at 6:30 p.m.**, at the **Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish, FL 34219.**

Section 2. At said public hearing, the Board will consider rates, fees and charges of the District as more particularly set forth in attached **Exhibit A**.

Section 3. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 14TH DAY OF FEBRUARY, 2022.

ATTEST:

**HARRISON RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A: Amenity Rates

RESOLUTION 2022-__

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARRISON RANCH
COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES
AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*;
PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

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 14th day of February, 2022.

ATTEST:

**HARRISON RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

RESOLUTION 2022-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING AN ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors (hereinafter the “Board”) previously designated Justin Croom as an Assistant Secretary pursuant to Resolution 2019-06; and

WHEREAS, the Board now desires to re-designate the Assistant Secretary.

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

Section 1: Barbara McEvoy is appointed as Assistant Secretary.

Section 2: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 14th DAY OF FEBRUARY 2022.

**HARRISON RANCH COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN

ATTEST:

ASST. SECRETARY

CONTRACT FOR PROFESSIONAL FIELD SERVICES

DATE: November 1, 2018

BETWEEN: **RIZZETTA & COMPANY, INC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

AND: **HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT**
9428 Camden Field Parkway
Riverview, Florida 33578

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional field management services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional field services to the District pursuant to industry standards and best practices. A detailed description of these services is provided below.

A. STANDARD ON-GOING SERVICES. The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. Perform one (1) monthly landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape maintenance and irrigation contracts – should the District desire additional inspections, the Parties agree to negotiate a fee for such additional services in good faith and such additional fee(s) shall be reduced to writing and executed by both Parties;
- ii. Provide the District with one (1) monthly landscape maintenance inspection report, which shall be provided in the District's agenda package and include, among other things, recommended action items;
- iii. Upon request of the District, attend monthly District meetings in person or via phone to review landscape maintenance inspection report;

- iv. Notify landscape maintenance contractors about deficiencies in service or need for additional care;
- v. Monitor the progress of landscape maintenance contractors in accordance with scope of work provided in maintenance contracts with the District, which may be amended from time to time;
- vi. Provide input for preparation of the District's annual budget;
- vii. Upon request, prepare and develop a scope of services for landscape maintenance proposals and oversee bidding process. This service is only to be provided once per fiscal year at no additional charge to the District. Additional requests for this service will require a proposal be presented to the Board and approval by the District prior to conducting such additional services;
- viii. Obtain landscape maintenance proposals as requested by the District and provide them to the District Manager.

B. TIME FRAME. The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

II. ADDITIONAL SERVICES. In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, or necessary to carry out the Services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to, attendance at additional meetings, District presentations, and vendor responses. If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the Consultant.

III. LITIGATION SUPPORT SERVICES. Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.

IV. TERM. The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Contract are firm and that the Consultant may change the prices only with the District's written consent. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

V. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

- i. A schedule of fees for the services described in Sections I, II, and III of this Contract is shown in **Exhibit A** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit A**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit A**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
- ii. Fees for the Standard On-Going Services in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses.
- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit A**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.
- v. Fees for services to be billed on an hourly basis will be billed at the Consultant's current hourly rates at the time of the execution of this Contract, as set forth in **Exhibit A**. The hourly rate for the services may be amended from time to time pursuant to the amendment procedure in this

Contract and in advance of such proposed change. Consultant's current hourly rates are shown in **Exhibit A** to this Contract. Any proposed change shall indicate the new hourly fee for such services.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit A**.
- ii. **Additional Services.** Additional Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit A**.
- iii. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit A**.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses of the Consultant will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VI. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VII. **NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- VIII. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.
- IX. **RESPONSIBILITIES.**
 - A. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
 - B. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any other contractor

or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

X. DISAGREEMENTS BETWEEN DISTRICT AND LANDSCAPE CONTRACTOR.

Consultant shall, as necessary, render a written opinion on all claims of District and the landscape contractor relating to the acceptability of the landscape contractor's work or the interpretation of the requirements of the landscape and irrigation contract documents pertaining to the progress of landscape contractor's work.

XI. TERMINATION. This Contract may be terminated as follows:

- A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written notice to Consultant at the address noted herein.
- B.** By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District at the address noted herein.
- C.** By the Consultant or District, for any reason, upon provision of a minimum of thirty (30) days written notice of termination to the address noted herein.
- D.** Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

XII. GENERAL TERMS AND CONDITIONS.

- A.** All invoices are due and payable within thirty (30) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Manatee County, Florida.
- E. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- D. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- E. The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- F. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

A. DISTRICT INDEMNIFICATION. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

CONSULTANT INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

- B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIV. INSURANCE .

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
- i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D.** If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

- XV. ASSIGNMENT.** Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.
- XVI. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

- XVII. NOTICES.** All notices, requests, consents and other communications under this Contract ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:

Harrison Ranch Community
Development District
9428 Camden Field Parkway
Riverview, FL 33578
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: District Counsel

If to the Consultant: Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XVIII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XIX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.
- XXI. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and

their respective representatives, successors, and assigns.

- XXIII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXIV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXV. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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CONTRACT FOR PROFESSIONAL FIELD SERVICES
HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

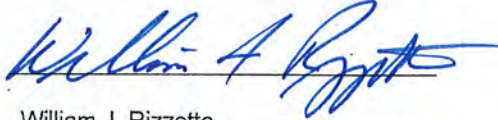
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Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY:



PRINTED NAME:

William J. Rizzetta

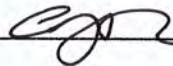
TITLE:

President

DATE:

10/29/2018

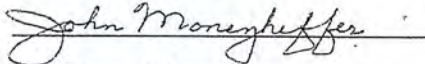
WITNESS:


Witness

ERIC J. DAILEY
Print Name of Witness

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

BY:



PRINTED NAME:

JOHN MONEYHEFFER

TITLE:

Chairman/Vice Chairman

DATE:

10-17-18

ATTEST:

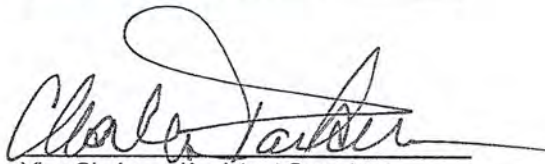

Vice Chairman/Assistant Secretary
Board of Supervisors
CHARLES PARKER
Print Name

Exhibit A – Schedule of Fees

EXHIBIT A
Schedule of Fees

Standard On-Going Services will be billed monthly in advance pursuant to the following schedule:

MONTHLY

\$700.00

ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Principal	\$300.00
Vice President	\$250.00
Chief Financial Officer	\$250.00
Director	\$225.00
Regional District Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
District Manager	\$175.00
Amenity Services Manager	\$175.00
Supervisor, Field Services	\$175.00
Clubhouse Manager	\$175.00
Financial Analyst	\$150.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Accounting Clerk	\$ 85.00
Administrative Assistant	\$ 85.00

FIRST ADDENDUM TO THE CONTRACT FOR PROFESSIONAL FIELD SERVICES

This First Addendum to the Contract for Professional Field Services (this “**Addendum**”), is made and entered into as of the 1st day of October, 2019 (the “**Effective Date**”), by and between **Harrison Ranch Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the Manatee County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional Field Services dated November 1, 2018 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit A** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit A** - Schedule of Fees attached.

The amended **Exhibit A** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

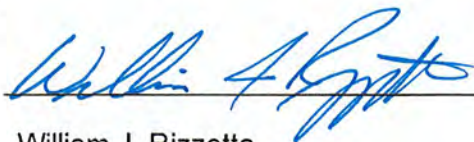
IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY:



PRINTED NAME:

William J. Rizzetta

TITLE:

President

DATE:

10/17/2019

WITNESS:



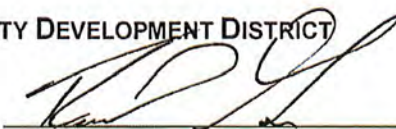
Signature

ERIC J. DAULTON

Print Name

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

BY:



PRINTED NAME:

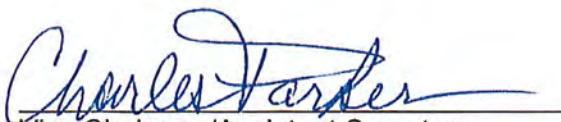
Richard Green

TITLE:

Chairman/Vice Chairman

DATE:

ATTEST:



Vice Chairman/Assistant Secretary
Board of Supervisors

CHARLES PARKER

Print Name

Exhibit B – Schedule of Fees

EXHIBIT A
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

MONTHLY

\$750.00

ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Principal	\$300.00
Chief Financial Officer	\$250.00
Director	\$225.00
Financial Services Manager	\$200.00
Community Services Manager	\$200.00
Regional District Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
Accounting Manager	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Manager, Field Services	\$175.00
Clubhouse Manager	\$175.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Community Association Coordinator	\$100.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Administrative Assistant	\$ 85.00
Accounting Clerk	\$ 85.00