



Rizzetta & Company

Harrison Ranch Community Development District

Board of Supervisors' Meeting March 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

March 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, March 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. **STAFF REPORTS**
 - A. Pond & Mitigation Maintenance Update
 - i. *Presentation of Waterway Inspection Report.....Tab 1*
 - ii. *Presentation of Service History Report..... Tab 2*
 - B. Landscape Maintenance Updates
 - i. *Presentation of MQI ReportTab 3*
 - ii. *Consideration of Landscape Enhancement Proposals Tab 4*
 - C. District Counsel
 - D. District Engineer
 - i. *Consideration of Clubhouse Drainage BidsTab 5*
 - ii. *Discussion of Pond Bank Restoration ProjectTab 6*
 - ii. *Discussion of Aquatic Plantings Project.....Tab 7*
 - iii. *Parking Lot Paving Status UpdateTab 8*
 - iv. *Nature Trail Repairs Status UpdateTab 9*
 - v. *Vegetation Removal Status UpdateTab 10*
 - vi. *Pond Structure Repairs Status Update*
 - E. District Manager/Staff Reports
 - i. *Management Report.....Tab 11*
 - ii. *Action Items ListTab 12*
4. **BUSINESS ITEMS**
 - A. *Consideration of Amended Amenity RulesTab 13*
 - B. *Consideration of Community Programming AgreementTab 14*
 - C. *Consideration of Field Services AgreementTab 15*
 - D. *Consideration of Proposal to Replace Exterior DoorTab 16*
 - E. *Consideration of Owens Electric Interior Lighting Proposal ...Tab 17*
 - F. *Off Duty Sheriff Patrols Tab 18*
 - G. *Consideration of Amenity SuspensionsTab 19*
5. **BUSINESS ADMINISTRATION**
 - A. *Consideration of Minutes of Board of Supervisors’
Regular Meeting held on February 14, 2022Tab 20*
 - B. *Consideration of Minutes of Board of Supervisors’
Workshop held on November 30, 2022.....USC*
 - C. *Consideration of Minutes of Board of Supervisors’
Workshop held on February 22, 2022Tab 21*

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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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, February 14, 2022 at 6:30 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
Tom Benton	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 weed control products being used in landscaping.

THIRD ORDER OF BUSINESS

Consent Agenda

- i. **Ratification of Playground Mulch Proposal**
- ii. **Ratification of Irrigation & Landscaping Proposals**
- iii. **Ratification of Staffing Cost Share Agreement**
- iv. **Consideration of Minutes of Board of Supervisors Regular Meeting Held on December 13, 2021**
- v. **Ratification of Operations & Maintenance Expenditures for November 2021**
- vi. **Ratification of Operations & Maintenance Expenditures for December 2021**

On a motion by Ms. Walterick, seconded by Mr. Colombo, with all in favor, the Board of Supervisors approved the items reviewed in the consent agenda for the Harrison Ranch Community Development District.

FOURTH 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. Ms. Rocque with Solitude discussed the shoreline weeds and explained the brown growth around the ponds.

B. Landscape Maintenance Update

i. Presentation of Field Inspection Report & MQI Report

The Board reviewed the details of the Field Inspection report. The Board complimented the palmetto trimming. Mr. Berry with LMP informed the Board that they will begin fertilizing next month. The Board requested a proposal for perennials mixed with annuals from LMP. The Board would like a diagram of the irrigation unit.

ii. Consideration of Alternative Weed Control Product

The Board discussed the alternative weed control product and the costs associated.

On a motion by Mr. Colombo, seconded by Mr. Benton, with all in favor, the Board of Supervisors approved the use of an alternative weed control product as a substitute at the clubhouse and the Galloway playground for the Harrison Ranch Community Development District.

89
90 **iii. Consideration of Landscape Enhancement Proposals**

91
92 The Board reviewed and discussed the landscape enhancement
93 proposals presented in the agenda
94

95 On a motion by Mr. Cordes, seconded by Mr. Colombo, with all in favor, the Board of
96 Supervisors approved Landscape irrigation proposals and Enhancement proposals
97 #75236 from LMP for the Harrison Ranch Community Development District.

98
99 **C. District Counsel**

100 Ms. Gentry informed the Board that the legislative session began on January 11,
101 2022 and she will have a full report of which bills passed that may impact CDDs at
102 the April Board meeting.

103 **D. District Engineer**

104 **i. Consideration of Asphalt Repair Bids**

105
106 On a motion by Mr. Cordes, seconded by Ms. Walterick, with all in favor, the Board of
107 Supervisors approved the proposal from Superior Asphalt for Parking Lot Paving at a
108 total cost of \$51,937.00 for the Harrison Ranch Community Development District.

109 **ii. Consideration of Nature Trail Bids**

110 On a motion by Ms. Walterick, seconded by Mr. Benton, with all in favor, the Board of
111 Supervisors approved the Proposal from ANJ for Nature Trails at a total cost of
112 \$12,200.00 for the Harrison Ranch Community Development District.

113 **iii. Consideration of Vegetation Removal Bids**

114 On a motion by Mr. Cordes, seconded by Ms. Walterick, with all in favor, the Board of
115 Supervisors approved the proposal from Solitude for Vegetation removal at a total cost
116 of \$11,990.00 for the Harrison Ranch Community Development District.

117 **iv. Consideration of Aquatic Plantings Bids**

118 This proposal was tabled, and the Board requested that the District Engineer provide
119 additional information regarding a phased approach.

120 **v. Consideration of Pond Structure Repair Bids**

On a motion by Mr. Cordes, seconded by Mr. Benton, with all in favor, the Board of Supervisors approved the Proposal from ANJ for Pond structure repairs at a total cost of \$5,525.00 for the Harrison Ranch Community Development District.

vi. Discussion of Pond Bank Restoration

This item was tabled. The Board would like the District Engineer to provide additional information for review.

vii. Clubhouse Drainage

The Board discussed the clubhouse drainage issue, and the District Engineer informed the Board that bids are due on February 25, 2022.

E. District Manager/ Staff

i. Consideration of Eagle Scout Project

On a motion by Mr. Cordes, seconded by Mr. Colombo, with all in favor, the Board of Supervisors approved the Eagle Scout project at a NTE cost of \$3,200.00 for the Harrison Ranch Community Development District.

ii. Report of Quarterly Website ADA Compliance

The Board reviewed the quarterly ADA website compliance report.

iii. Management Report

Ms. McEvoy discussed her management report with the Board. She informed the Board that the workshop meeting will be on 2/22/2022 and the next regular BOS meeting will be on 3/14/2022.

iv. Action Items List

The Board reviewed the action item list.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2022,
Setting PH on Amenity Rules & Rates**

On a motion by Ms. Walterick, seconded by Mr. Cordes, with all in favor, the Board of Supervisors adopted Resolution 2022-02 which will set the PH on the Amenity Rules and Rates for April 11, 2022 at 6:30 p.m. for the Harrison Ranch Community Development District

SIXTH ORDER OF BUSINESS

Consideration of Amended Amenity Rules

This item will be reviewed at the workshop on February 20th 2022.

SEVENTH ORDER OF BUSINESS

Consideration of Revised Agreement for Community Program Services

This item will be reviewed at the workshop on February 20th 2022.

EIGHTH ORDER OF BUSINESS

Consideration of Changes to Clubhouse Hours

On a motion by Mr. Benton, seconded by Mr. Colombo, with all in favor, the Board of Supervisors approved updating the clubhouse hours from 8:00 a.m. until 11:00 p.m. for the Harrison Ranch Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2022-05, Adopting Amended Prompt Payment

On a motion by Mr. Cordes , seconded by Ms. Walterick, with all in favor, the Board of Supervisors adopted Resolution 2022-05 for the Harrison Ranch Community Development District.

TENTH ORDER OF BUSINESS

Discussion of Excess Revenue Funds

On a motion by Mr. Colombo, seconded by Mr. Benton, with all in favor, the Board of Supervisors authorized staff to transfer the excess revenue to the bond prepayment account for the Harrison Ranch Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-06, Appointing an Assistant Secretary

On a motion by Mr. Cordes, seconded by Ms. Walterick, with all in favor, the Board of Supervisors adopted Resolution 2022-06, appointing Barbara McEvoy as an Assistant Secretary for the Harrison Ranch Community Development District.

TWELFTH ORDER OF BUSINESS

Consideration of Field Service Agreement

The Board reviewed the Field Service agreement with Rizzetta & Company and directed staff to inquire whether it is possible to reduce the inspections to once a year.

THIRTEENTH ORDER OF BUSINESS

Consideration of Exterior Lighting Options

i. Exterior Coach Lights

On a motion by Mr. Cordes, seconded by Mr. Colombo, with all in favor, the Board of Supervisors approved the proposal from Owens Electric for Exterior Coach lights at a NTE cost of \$1,500.00 for the Harrison Ranch Community Development District.

ii. Replacement of Bollard Lights with Eave-mounted lights

On a motion by Mr. Benton , seconded by Mr. Colombo, with all in favor, the Board of Supervisors approved the proposal from Owens Electric for Bollard Lights at a total cost of \$2,655.00 for the Harrison Ranch Community Development District.

iii. Parking Lot Light LED Upgrade

This Item was tabled. The Board would like Ms. Walterick to obtain a comparison of cost for usage.

FOURTEENTH ORDER OF BUSINESS

Consideration of Proposal for Exterior Door Replacement

This item was tabled. The Board would like an Itemized proposal.

FIFTHTEENTH ORDER OF BUSINESS

Consideration of Water fountain Replacement

On a motion by Mr. Cordes, seconded by Ms. Walterick, with all in favor, the Board of Supervisors approved a NTE amount of \$1,850.00 for water fountain replacement for the Harrison Ranch Community Development District.

SIXTEENTH ORDER OF BUSINESS

Consideration of Fundraiser Event Request

On a motion by Ms. Walterick, seconded by Mr. Cordes, with all in favor, the Board of Supervisors authorized District Counsel to prepare an agreement for a fundraiser event for the Harrison Ranch Community Development District.

SEVENTEENTH ORDER OF BUSINESS

**Discussion or Manatee County
Neighborhood Enhancement Grant
Program**

The Board discussed the Manatee County neighborhood enhancement grant program. The Board would like Ms. McEvoy to proceed with benches on Harrison Ranch Blvd.

EIGHTEENTH ORDER OF BUSINESS

Discussion of Damage to Gym Wall

The Board discussed the events that occurred on December 13, 2021. The Parents were informed of the damage on 12-16-2021 and that it will cost \$280.00 to repair.

On a motion by Mr. Benton, seconded by Mr. Colombo, with all in favor, the Board of Supervisors authorized District Counsel to send a follow up notice to the resident regarding the gym wall damage holding the resident responsible for the repair costs for the Harrison Ranch Community Development District.

NINETEENTH ORDER OF BUSINESS

**Discussion of Damage to Tennis Court
Surface**

The Board discussed the damage to the tennis court that occurred on 12-27-2021.

On a motion by Mr. Colombo, seconded by Mr. Benton, with all in favor, the Board of Supervisors authorized staff to suspend the residents for 90 days and charge a \$100.00 fine for the Harrison Ranch Community Development District.

TWENTIETH ORDER OF BUSINESS

**Discussion of Basketball Court
Damage**

The board discussed the Damage to the Basketball court that occurred on 1-5-2022. The Board would like the Parents of the children and the children to attend the next meeting.

On a motion by Mr. Cordes, seconded by Mr. Benton, with all in favor, the Board of Supervisors authorized to extend the suspension for all four boys for one year, subject to reevaluation if the responsible parties address the Board, for the Harrison Ranch Community Development District.

TWENTY-FIRST ORDER OF BUSINESS

Supervisor Requests

Mr. Benton would like to confirm that the District does not need a licensed plumber for the water fountain installation.

Mr. Colombo discussed the traffic light on US Hwy 301.

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TWENTY- SECOND ORDER OF BUSINESS

Adjournment

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On a Motion by Mr. Cordes, seconded by Mr. Benton, with all in favor, the Board of Supervisors adjourned the regular Board meeting at 10:01 p.m. for the Harrison Ranch Community Development District.

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Asst. Secretary

Chair / Vice Chair

MINUTES OF BOARD OF SUPERVISORS WORKSHOP

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 workshop of the Board of Supervisors of the Harrison Ranch Community Development District was held on **Tuesday, February 22, 2022 at 10:00 AM** at the Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish, FL 34219.

Present were:

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

Also present were:

Barbara McEvoy	District Manager/Community Manager; Rizzetta & Company
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Audience

FIRST ORDER OF BUSINESS

Call to Order

SECOND ORDER OF BUSINESS

Audience Comments

There were no comments by residents in attendance.

FOURTH ORDER OF BUSINESS

Business Items

- A. Discussion Regarding Proposed Amended Amenities Rules & Rates:**
Discussion regarding community outreach programs and government organizations.
BM will ask LG to clarify for BOS review at February 28, 2022 meeting.

- a. Discussion Regarding Proposed Amended Community Programming Agreement.** Will be finalized at February 28, 2022 meeting.

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- 48 B. **Discussion of Pond Bank Restoration project:** District Engineer will prioritize for
- 49 years one through three, BOS will consider adding expense to future budgets. All
- 50 items should be communicated to pond maintenance company and included in their
- 51 report. BM to request monthly report of all ponds by pond number from Solitude.
- 52
- 53 C. **Review of YTD Financials, Budget Planning:** Budget will be the focus of the April
- 54 26, 2022 Board Workshop.
- 55
- 56 D. **Review of DM spending authority:** Ms. McEvoy presented the 2017 Resolution
- 57 outlining the spending authority.
- 58
- 59 E. **Discussion regarding additional amenities:** Ms. McEvoy stated that the HOA
- 60 Board would be reviewing its excess funds at the February 28, 2022 meeting and the
- 61 matter will be reviewed at a later date.
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65 **FOURTH ORDER OF BUSINESS**

Business Administration

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- 67 A. **Approval of minutes of 11/30/21 Board Workshop:** Tabled to 2/28/22 BOS
- 68 Meeting.
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70 **FIFTH ORDER OF BUSINESS**

Supervisor Requests

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- 73 A. Mr. Cordes requested that we consider frisbee golf in additional amenities.
- 74 B. Mr. Cordes recommended considering a three-year strategic plan. This will be
- 75 discussed at the August 23, 2022 Workshop.
- 76 C. Ms. McEvoy will send reminder eblasts to all residents regarding wild hogs and
- 77 motorized vehicles on trails.
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81 **SIXTH ORDER OF BUSINESS**

Adjournment

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On a Motion by Mr. Colombo, seconded by Ms. Walterick, with all in favor, the Board of Supervisors adjourned the Board Workshop at 11:32 a.m. for the Harrison Ranch Community Development District.

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Asst. Secretary

Chair / Vice Chair

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

Operation and Maintenance Expenditures January 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2022 through January 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$122,655.21**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bright House Networks	004636	088053901011922	0050880539-01 - Gym 01/22	\$ 130.66
Construction Management Services LLC	004628	55	Maintenance 12/21	\$ 332.00
David Cope	004637	123121	Trap and Remove Wild Hogs 12/21	\$ 1,000.00
Florida Department of Revenue	004629	Sales Tax 12/21	Sales Tax 12/21	\$ 88.61
Florida Power & Light Company	004638	Electric Summary 01/22	FPL Electric Summary Billing 01/22	\$ 6,507.62
FPL	004639	FPL #2 Summary 01/22	FPL #2 Summary 01/22	\$ 184.79
Frontier Florida LLC dba Frontier Communications of Florida	004630	090719-5 01/22	941-776-3095-090719-5 01/22	\$ 493.98
Gator Air Conditioning, Inc.	004618	0002042536	Service Call 12/21	\$ 353.00
Guardian Protection Services, Inc.	004640	60390326	Security Services 01/03/22 - 01/15/22	\$ 19.69
Gulf Business Systems	004641	299442	Monthly Billing Copy Machine 01/21/22-02/20/22	\$ 22.00
Harrison Ranch CDD	CD0356	CD0356	Debit Card Replenishment	\$ 1,693.89
Innersync Studio LLC	004623	20039	CDD Website Services 01/22	\$ 384.38

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Jan-Pro of Manasota	004642	69575	Janitorial Services 01/22	\$ 936.00
Kelly Turner	004627	010422 Turner	Comedy Entertainment 01/22	\$ 650.00
Landscape Maintenance Professionals, Inc.	004643	165010	Monthly Maintenance 01/22	\$ 30,123.00
Landscape Maintenance Professionals, Inc.	004624	165173	Irrigation Repairs 12/21	\$ 40.00
Landscape Maintenance Professionals, Inc.	004643	165206	Pest Control 12/21	\$ 725.00
Landscape Maintenance Professionals, Inc.	004643	165278	Mulch 01/22	\$ 38,416.00
Landscape Maintenance Professionals, Inc.	004643	165332	Mulch 01/22	\$ 3,577.75
Marlin Business Bank	004644	19552620	Copystar Copier - Account # 1613410 01/22	\$ 337.13
MCUD	004625	Water Summary Bill 12/21	MCUD Water Summary 12/21	\$ 3,165.65
Owen Boyle Jr	004620	108-Balance	Balance for Entertainment DJ - Dance Party 02/22	\$ 275.00
Owen Boyle Jr	004621	108-Deposit	Deposit for Entertainment DJ - Dance Party 02/22	\$ 75.00
RB Owens Electric Inc	004645	20213663	Monthly Repairs 12/21	\$ 2,340.30

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
RB Owens Electric Inc	004645	20225091	Monthly Inspection 01/22	\$ 390.00
Rizzetta & Company, Inc.	004619	INV0000064561	District Management Fees 01/22	\$ 6,165.17
Rizzetta & Company, Inc.	004619	INV0000064635	Bi-Weekly Payroll 12/30/21	\$ 3,872.42
Rizzetta & Company, Inc.	004631	INV0000064887	Personnel Reimbursement 01/14/22	\$ 3,990.53
Robert Hepler	004622	HR#1	Professional Music Service for 01/22/2022	\$ 400.00
S & G Pools, LLC	004646	01222	Monthly Pool Service - Three Times Weekly 01/22	\$ 1,633.00
Schappacher Engineering, LLC	004632	2063	Engineering Services 12/21	\$ 2,216.25
Solitude Lake Management	004647	PI-A00740368	Monthly Lake and Wetland Services 01/22	\$ 3,865.92
Solitude Lake Management	004647	PI-A00740369	Monthly Midgefly Treatment 01/22	\$ 2,214.00
Solitude Lake Management	004647	PI-A00740370	Aerator Maintenance Services 01/01/22- 03/31/22	\$ 309.00
Solitude Lake Management	004647	PI-A00744304	Fisheries Management Services 01/01/22- 03/31/22	\$ 1,038.00
Solitude Lake Management	004626	SMOR-546301	Planting: Duck Potato, Pickerel Weed 50% Deposit 12/21	\$ 4,318.00

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The Villas of Harrison Ranch Homeowners	004633	010722 Villas	Cost Share - 30% Irrigation 10/21-12/21	\$ <u>371.47</u>
Report Total				\$ <u>122,655.21</u>