



Rizzetta & Company

# Harrison Ranch Community Development District

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**Board of Supervisors' Meeting  
July 13, 2020**

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

[www.HarrisonRanchCDD.org](http://www.HarrisonRanchCDD.org)

**HARRISON RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 9428 CAMDEN FIELD PKWY • RIVERVIEW, FLORIDA 33578**  
[www.HarrisonRanchCDD.org](http://www.HarrisonRanchCDD.org)

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**Board of Supervisors**  
**Harrison Ranch Community**  
**Development District**

July 6, 2020

**AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harrison Ranch Community Development District will be held on **Monday, July 13, 2020 at 1:30 PM** to be conducted by means of communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-123, 20-69 issued by the Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, May 18, 2020, and June 23, 2020 respectively, and pursuant to Florida Statutes. To access the meeting, please use a telephone to dial 253-215-8782, and enter the ID# 8284309897. If you need assistance participating in the meeting, please contact the District Manager's Office at 813-533-2950. The following is the tentative 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
  - B.** Landscape Maintenance Updates
    - i. Presentation of Field Inspection Report.....Tab 2
  - C.** District Counsel
  - D.** District Engineer
  - E.** Clubhouse Staff
    - i. Presentation of Management Report.....Tab 3
    - ii. Consideration of Additional Raccoon-Proof Trash cans
    - iii. Consideration of Replacement/Upgrade of Marquee Sign Proposal .....Tab 4
    - iv. Discussion of Proposed 2020/2021 School Schedule
  - F.** District Manager
- 4. BUSINESS ADMINISTRATION**
  - A.** Consideration of Minutes of Board of Supervisors' Regular Meeting held on June 8, 2020 .....Tab 5
  - B.** Consideration of Minutes of Board of Supervisors' Special Meeting held on May 28, 2020 .....Tab 6
  - C.** Consideration of Operations & Maintenance Expenditures for May 2020 .....Tab 7
- 5. BUSINESS ITEMS**
  - A.** Consideration of CDD Land Use for Pool Construction .....Tab 8
  - B.** Consideration of Towing Agreement.....Tab 9
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

Harrison Ranch Community Development District

We look forward to seeing you at the meeting. In the meantime, if you have any questions please do not hesitate to call us at (813)533-2950.

Sincerely,

*Justin Croom*

Justin Croom, District Manager

**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, June 08, 2020 at 1:30 PM** conducted by means of communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, and 20-123 issued by the Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, and May 18, 2020, respectively, and pursuant to Florida Statute.

Present and constituting a quorum were:

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

Also present were:

Justin Croom	<b>District Manager; Rizzetta &amp; Company</b>
Lauren Gentry	<b>District Counsel; Hopping Green &amp; Sams</b>
Jeb Mulock	<b>District Engineer; ZNS Engineering</b>
Barbara McEvoy	<b>Community Manager; Rizzetta &amp; Company</b>
Garth Richard	<b>LMP Landscape Services</b>
Anthony Flock	<b>Solitude Lake Management</b>
Liz Roque	<b>Solitude Lake Management</b>
Audience	

**FIRST ORDER OF BUSINESS**

**Call to Order**

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

**SECOND ORDER OF BUSINESS**

**Audience Comments**

A resident commented on the drainage easement near their home.

**THIRD ORDER OF BUSINESS**

**Staff Reports**

**A. Aquatics Update**

**i. Presentation of Waterway Inspection Report**

Mr. Croom presented the Waterway Inspection Report to the Board.

**ii. Consideration of Alum Services Contract**

Mr. Croom presented the midge fly agreement with the Board.

On a motion by Mr. Green, seconded by Mr. Morrison, with all in favor, the Board of Supervisors approved the alum services contract from Solitude Lake Management for the Harrison Ranch Community Development District.

**iii. Consideration of Fish Stocking Proposal**

On a motion by Mr. Green, seconded by Mr. Morrison, with all in favor, the Board of Supervisors approved the proposal from Solitude Lake Management for Fish stocking at ponds 19,21,36,41,and 49 for the Harrison Ranch Community Development District.

**B. Landscape Maintenance Update**

**i. Presentation of Field Inspection Report**

Mr. Bell reviewed the field inspection report and answered general questions from the Board.

**ii. Consideration of Landscape Enhancement Proposals**

On a motion by Ms. Giella, seconded by Mr. Parker, with all in favor, the Board of Supervisors approved the proposals from LMP for landscape enhancement at a total cost of for the Harrison Ranch Community Development District.

**District Counsel**

Ms. Gentry informed the Board that she has been in contact with the County to make sure the neighboring community is following all construction rules in regards to access.

**C. District Engineer**

Mr. Mulock followed up on the drainage issues that homeowners are experiencing.

88           **D.     Clubhouse Staff**

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90           **i.     Presentation of Management Report**

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92           Ms. McEvoy reviewed her management report with the Board and answered  
93           general questions. Ms. McEvoy also updated the Board regarding phase 2  
94           re-openings.  
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On a motion by Mr. Giella, seconded by Mr. Morrison, with all in favor, the Board of Supervisors approved a not to exceed amount of \$250.00 for no trespassing signs for the Harrison Ranch Community Development District.

On a motion by Mr. Morrison, seconded by Ms. Walterick, with all in favor, the Board of Supervisors approved staff to advertise the RASI job opening for the Harrison Ranch Community Development District.

**District Manager**

Mr. Croom stated that the next regular meeting of the Board of Supervisors is scheduled to be held Monday, June 13, 2020 at 1:30 PM to be conducted by means of communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, and 20-123 issued by the Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, and May 18, 2020, respectively, and pursuant to Florida Statutes.

**FOURTH ORDER OF BUSINESS**

**Consideration of Minutes of Board of Supervisors' Regular Meeting held on May 11, 2020**

On a motion by Ms. Walterick, seconded by Ms. Giella, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting, held on May 11, 2020 for the Harrison Ranch Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Minutes of Audit Committee Meeting held on May 11, 2020**

On a motion by Ms. Walterick, seconded by Mr. Parker, with all in favor, the Board of Supervisors approved the minutes of the Audit Committee meeting, held on May 11, 2020 for the Harrison Ranch Community Development District.

121 **SIXTH ORDER OF BUSINESS** **Consideration of Operations &**  
122 **Maintenance Expenditures for April**  
123 **2020**  
124

125 Mr. Croom presented the Operations & Maintenance Expenditures Report to the  
126 Board for consideration and answered questions regarding various invoices.  
127

On a motion by Ms. Parker, seconded by Mr. Morrison, with all in favor, the Board of Supervisors approved the April 2020 (116,545.53) Operations & Maintenance Expenditures Report for the Harrison Ranch Community Development District.

128 **SEVENTH ORDER OF BUSINESS** **Consideration of Street Light Proposal**  
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On a motion by Ms. Walterick, seconded by Ms. Giella, with all in favor, the Board of Supervisors approved the proposal from Owens Electric for Street Lighting at a total cost of \$3,870.00 for the Harrison Ranch Community Development District.

131 **EIGHTH ORDER OF BUSINESS** **Public Hearing on Parking and**  
132 **Parking Enforcement**  
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On a motion by Ms. Walterick, seconded by Mr. Giella, with all in favor, the Board of Supervisors opened the public hearing on parking and parking enforcement for the Harrison Ranch Community Development District.

135 On a motion by Mr. Parker, seconded by Ms. Giella, with all in favor, the Board of Supervisors closed the public hearing on parking and parking enforcement for the Harrison Ranch Community Development District.

136 **1. Presentation of Rules of Procedure**  
137

138 The Board reviewed the amended rules on parking and parking enforcement for the  
139 District.  
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141 **2. Consideration of Resolution 2020-11, Adopting Rules of Procedure**  
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143 Mr. Croom presented resolution 2020-11, which will adopt the rules of procedure for  
144 parking and parking enforcement.  
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On a motion by Mr. Morrison, seconded by Ms. Giella, with all in favor, the Board of Supervisors adopted Resolution 2020-11 for the Harrison Ranch Community Development District.

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152 **NINTH ORDER OF BUSINESS** **Consideration of Fitness Center**  
153 **Preventative Maintenance Proposal**  
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On a motion by Mr. Parker, seconded by Mr. Giella, with all in favor, the Board of Supervisors approved the proposal for fitness center preventative maintenance at a quarterly price of \$175.00 for the Harrison Ranch Community Development District.

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156 **TENTH ORDER OF BUSINESS** **Consideration of Community**  
157 **Programming Services Agreement**  
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159 The Board would like to table this.

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161 **ELEVENTH ORDER OF BUSINESS** **Discussion of Damages for**  
162 **Playground Vandalism**  
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164 The Board discussed the damages from the vandalism that was done at the playground  
165 and the letters that went out to those residents informing them of their suspension of  
166 amenity facilities.

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169 **TWELFTH ORDER OF BUSINESS** **Supervisor Requests**  
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171 Mr. Morrison commented on the sign at 58<sup>th</sup> Circle E.

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173 **THIRTEENTHTEENTH ORDER OF BUSINESS** **Adjournment**  
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On a Motion by Mr. Walterick, seconded by Mr. Morrison, with all in favor, the Board of Supervisors adjourned the meeting at 3:00 PM for the Harrison Ranch Community Development District.

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Asst. Secretary Chair / Vice Chair

**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 special meeting of the Board of Supervisors of the Harrison Ranch Community Development District was held on **Monday, May 28, 2020 at 3:30 PM** conducted by means of communications media technology pursuant to Executive Orders 20-52, 20-69, and 20-112 issued by the Governor DeSantis on March 9, 2020, March 20, 2020, and April 29, 2020, respectively, and pursuant to Florida Statutes.

Present and constituting a quorum were:

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

Also present were:

Justin Croom	<b>District Manager; Rizzetta &amp; Company</b>
Lauren Gentry	<b>District Counsel; Hopping Green &amp; Sams</b>
Barbara McEvoy	<b>Community Manager; Rizzetta &amp; Company</b>
Audience	

**FIRST ORDER OF BUSINESS**

**Call to Order**

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

**SECOND ORDER OF BUSINESS**

**Audience Comments**

A resident had a question regarding water irrigation and trespassing signs.

**THIRD ORDER OF BUSINESS**

**Continued Discussion  
Regarding Amenity Closures  
and Re-openings**

District Counsel gave an update on covid-19 impacts on the district. Ms. McEvoy gave an overview of the plan to re-open. The Board will be limiting the pool hours from 6:00 a.m. to 7:30 p.m. and will operate at 50% capacity. The sports courts will close at 7:30 p.m. The playgrounds will be open, and staff will be monitoring their use. The billiards room will be open at limited capacity. The gym will be re-opening at a limited capacity by reservation only, from 5:00 a.m. to 7:00 p.m.

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On a motion by Mr. Morrison, seconded by Mr. Green, with all in favor, the Board of Supervisors approved the re-opening of amenity facilities at a limited capacity for the Harrison Ranch Community Development District.

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**FOURTH ORDER OF BUSINESS**

**Consideration of Landscape Enhancement Proposals**

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On a motion by Ms. Walterick, seconded by Ms. Giella, with all in favor, the Board of Supervisors approved the proposal from LMP for spring annuals at a total cost of \$16,621.75 for the Harrison Ranch Community Development District.

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**FIFTH ORDER OF BUSINESS**

**Supervisor Requests**

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Ms. Giella commented on the landscaping from LMP at Normande East.

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Mr. Morrison commented on the bulldozer driving through the community.

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**SIXTH ORDER OF BUSINESS**

**Adjournment**

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On a Motion by Mr. Morrison, seconded by Ms. Giella, with all in favor, the Board of Supervisors adjourned the meeting at 4:18 PM for the Harrison Ranch Community Development District.

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Asst. Secretary

Chair / Vice

Chair

# HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

## Operation and Maintenance Expenditures May 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2020 through May 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$114,152.20**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# Harrison Ranch Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2020 Through May 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bradenton Herald, Inc.	003870	0004634886 05/03/2020	Legal Advertising 05/20	\$ 156.78
Bradenton Herald, Inc.	003889	0004641295 05/11/20	Legal Advertising 05/20	\$ 189.54
Bradenton Herald, Inc.	003889	0004641306 05/10/20	Legal Advertising 05/20	\$ 72.54
Bright House Networks	003863	088053901041920	0050880539-01 - Gym 04/20	\$ 113.34
Charles L. Parker	003884	CP051120	Board of Supervisors Meeting 05/11/20	\$ 200.00
Construction Management Services LLC	003872	2027	Maintenance 05/20	\$ 117.00
Euphoria Pools & Spas Inc.	003893	SCC-10024	Weekly Pool Services 05/20	\$ 1,400.00
Finn Outdoor, LLC	003864	2540	Stormwater Pipe Repair 03/20	\$ 2,750.00
Florida Department of Revenue	003877	Sales Tax 04/20	Sales Tax 04/20	\$ 6.86
Florida Power & Light Company	003890	Electric Summary 05/20	FPL Electric Summary Billing 05/20	\$ 3,235.22
FPL	003878	FPL #2 Summary 04/20	FPL #2 Summary 04/20	\$ 123.29
Frontier Florida LLC dba Frontier Communications of Florida	003879	090719-5 05/20	941-776-3095-090719-5 05/20	\$ 378.96
Guardian Protection Services, Inc.	003873	55442201	Security Services 05/03/20 - 06/02/20	\$ 44.95

# Harrison Ranch Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2020 Through May 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Gulf Business Systems	003865	259903	Toner 02/20	\$ 8.00
Gulf Business Systems	003865	261511	Monthly Billing Copy Machine 02/29/20-03/28/20	\$ 22.61
Gulf Business Systems	003865	261514	Monthly Billing Copy Machine 03/29/20-04/28/20	\$ 20.00
Gulf Business Systems	003865	262990	Monthly Billing Copy Machine 04/29/20-05/28/20	\$ 44.53
Harrison Ranch CDD	CD0313	Debit Card Replenishment	Debit Card Replenishment	\$ 1,599.08
Hopping Green & Sams	003891	114612	General/Monthly Legal Services 04/20	\$ 2,213.01
Hopping Green & Sams	003891	114613	Monthly Legal Services - Willow Bend 04/20	\$ 4,325.50
Jan-Pro of Manasota	003892	60760	Janitorial Services 05/20	\$ 850.00
Jay Morrison	003883	JM051120	Board of Supervisors Meeting 05/11/20	\$ 200.00
Julianne Giella	003880	JG051120	Board of Supervisors Meeting 05/11/20	\$ 200.00
Landscape Maintenance Professionals, Inc.	003894	151877	Monthly Maintenance 05/20	\$ 30,123.00
Landscape Maintenance Professionals, Inc.	003866	152159	Irrigation Repairs 04/20	\$ 129.00
Landscape Maintenance Professionals, Inc.	003866	152160	Irrigation Repairs 04/20	\$ 62.00

# Harrison Ranch Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2020 Through May 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Landscape Maintenance Professionals, Inc.	003866	152161	Irrigation Repairs 04/20	\$ 60.00
Landscape Maintenance Professionals, Inc.	003866	152162	Irrigation Repairs 04/20	\$ 127.68
Landscape Maintenance Professionals, Inc.	003866	152163	Irrigation Repairs 04/20	\$ 1,247.48
Landscape Maintenance Professionals, Inc.	003866	152175	Irrigation Repairs 04/20	\$ 425.00
Landscape Maintenance Professionals, Inc.	003874	152247	Fertilization 04/20	\$ 3,665.00
Landscape Maintenance Professionals, Inc.	003874	152248	Pest Control 04/20	\$ 740.00
Landscape Maintenance Professionals, Inc.	003882	152292	Irrigation Repairs 05/20	\$ 3,085.56
Landscape Maintenance Professionals, Inc.	003882	152293	Irrigation Repairs 05/20	\$ 1,948.90
Landscape Maintenance Professionals, Inc.	003882	152346	Irrigation Repairs 05/20	\$ 195.94
Landscape Maintenance Professionals, Inc.	003882	152405	Irrigation Repairs 05/20	\$ 425.00
Landscape Maintenance Professionals, Inc.	003882	152406	Irrigation Repairs 05/20	\$ 383.04
Landscape Maintenance Professionals, Inc.	003894	152447	Irrigation Repairs 05/20	\$ 1,113.43
Marlin Business Bank	003895	18042370	Copystar Copier - Account # 1613410 05/20	\$ 165.80

# Harrison Ranch Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2020 Through May 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
MCUD	003875	Water Summary Bill 04/20	MCUD Water Summary 04/20	\$ 4,524.23
RB Owens Electric Inc	003885	20201752	Monthly Repairs 04/20	\$ 3,274.40
RB Owens Electric Inc	003885	20201890	Monthly Inspection 05/20	\$ 390.00
RB Owens Electric Inc	003885	20201899	50% Deposit - Bollard Light Removal & Repairs 05/20	\$ 2,845.00
Richard Paul Green	003881	RG051120	Board of Supervisors Meeting 05/11/20	\$ 200.00
Rizzetta & Company, Inc.	003867	INV0000049258	District Management Fees 05/20	\$ 6,587.50
Rizzetta & Company, Inc.	003876	INV0000049373	BI-Weekly Payroll 05/08/20	\$ 1,528.84
Rizzetta & Company, Inc.	003896	INV0000049655	BI-Weekly Payroll 05/22/20	\$ 1,528.84
Rizzetta Technology Services, LLC	003868	INV0000005789	Website & Email Hosting 05/20	\$ 175.00
Roselene Campfort	003871	Campfort 050520	Cancelled Rental Refund	\$ 75.00
Securiteam	003869	12958	Access Cards - 03/20	\$ 515.00
Securiteam	003886	13119	Quarterly Monitoring 06/20-08/20	\$ 2,665.00
Sign A Rama	003897	INV-249	Frame Panels 05/20	\$ 180.00



# Harrison Ranch Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2020 Through May 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Sign A Rama	003897	INV-295	Vinyl Letterings 05/20	\$ 30.00
Sign A Rama	003897	INV-435	Banner, Yard Signs 05/20	\$ 535.00
Sign A Rama	003897	INV-445	Frame Panels 05/20	\$ 240.00
Solitude Lake Management	003887	PI-A00395899	Balance - Submersed Aeration System Install	\$ 5,350.00
Solitude Lake Management	003898	PI-A00405505	Monthly Lake and Wetland Serivces 05/20	\$ 3,644.00
Solitude Lake Management	003898	PI-A00405506	Preserves Management Services 05/01/20-07/31/20	\$ 12,002.00
Solitude Lake Management	003898	PI-A00405507	Monthly Midge Fly Treatment 05/20	\$ 2,214.00
Susan Walterick	003888	SW051120	Board of Supervisors Meeting 05/11/20	\$ 200.00
ZNS Engineering, L.C.	003899	138203	Engineering Services 04/20	\$ 2,990.35
ZNS Engineering, L.C.	003899	138204	Engineering Services 04/20 WUP	<u>\$ 290.00</u>
Report Total				<u><u>\$ 114,152.20</u></u>

**AGREEMENT BETWEEN THE  
HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT AND STEVE  
WHITE’S AUTO SERVICE, INC., FOR TOWING SERVICES**

THIS AGREEMENT (“**Agreement**”) is made and entered into this 13th day of July, 2020 by and between:

**Harrison Ranch Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 9428 Camden Field Parkway, Riverview, Florida 33578 (“**District**”); and

**Steve White’s Auto Service, Inc.**, a Florida Corporation, whose address is 824 8<sup>th</sup> Avenue West, Palmetto, FL 34221 (“**Contractor**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements; and

**WHEREAS**, the District has adopted that certain *Rule Relating to Overnight Parking and Parking Enforcement*, a copy of which is attached hereto as **Exhibit A**, and as may be amended from time to time by the Board of Supervisors (“**Board**”) of the District (hereinafter, “**Parking Policies**”); and

**WHEREAS**, in accordance with Section 715.07, *Florida Statutes*, the District desires to engage an independent contractor to provide vehicle towing/removal services within the District in accordance with the Parking Policies (“**Services**”); and

**WHEREAS**, the Contractor desires to provide such Services for the District in accordance with Section 715.07, *Florida Statutes*, and other Florida law.

**WHEREAS**, the Contractor and the District accordingly desire to enter into this Agreement to provide for the rights, duties and obligations of the parties relative to same.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.** The District hereby authorizes the Contractor, and its employees and agents, to tow vehicles when requested to do so by the District’s designated representatives, who shall be the Amenity Manager (currently Barbara McEvoy), and the District Manager (currently Justin Croom), or their designees (the “**District Representatives**”). Contractor shall also provide vehicle storage relative to any such vehicles towed from District property, all in accordance with the Parking Policies, Section 715.07, *Florida Statutes*, and any other applicable Florida law.

- A. Upon execution of this Agreement, Contractor shall procure and install the necessary signage as required by Section 715.07, *Florida Statutes*, which signage shall be installed in areas designated by the District Representatives, a minimum of twenty-four (24) hours prior to commencement of any towing/removal services by the Contractor. Such signage shall be provided free of charge.
- B. **Contractor shall only tow vehicles when requested to do so by one of the District Representatives.** Contractor shall not engage in “roam towing” on District property.
- C. Upon towing/removal of a vehicle, such vehicle shall be stored by the Contractor within a ten (10) -mile radius of the point of the removal, and shall provide for public access to such storage facility as set forth in Section 715.07, *Florida Statutes*.
- D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.

**SECTION 3. COMPENSATION.** The Contractor acknowledges and agrees that it is not receiving compensation from the District for the provision of the Services. Any compensation due and owing to the Contractor relative to this Agreement shall be remitted by the owner(s) of the towed/removed vehicles.

**SECTION 4. EFFECTIVE DATE; TERM.** This Agreement shall become effective on the date first written above, and shall remain in effect unless terminated with written notice to the other party.

**SECTION 5. INSURANCE.**

- A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability <i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000

<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

- B.** The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to commencement of the Services.

**SECTION 6. CARE OF PROPERTY; SOVEREIGN IMMUNITY.**

- A.** Contractor shall use all due care to protect the property of the District and its residents and landowners from damage. The District shall not be held responsible for any damage to property, including vehicles, caused by the towing/removal and/or storage activities contemplated herein. Accordingly, Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B.** Obligations under this section 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, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- C.** Nothing in this Agreement shall be deemed as a waiver of the District’s sovereign immunity or the District’s limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 7. RECOVERY OF COSTS AND FEES.** In the event the District is required to enforce this Agreement by court proceedings or otherwise, the District shall be entitled to recover from Contractor all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees, expert witness fees and costs.

**SECTION 8. DEFAULT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

**SECTION 9. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**SECTION 10. ASSIGNMENT.** Neither the District nor Contractor may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

**SECTION 11. NOTICES.** All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

- A. If to the District:** Harrison Ranch  
Community Development District  
9428 Camden Field Parkway  
Riverview, Florida 33578  
Attn: District Manager
- With a copy to:** Hopping, Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: District Counsel
- B. If to Contractor:** Steve White’s Auto Service, Inc.  
824 8<sup>th</sup> Avenue West,  
Palmetto, FL 34221  
Attn: Stephen White

Except as otherwise provided in this Agreement, 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 Agreement 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 Contractor may deliver Notice on behalf of the District and Contractor. 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.

**SECTION 12. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in

handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Justin Croom** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor 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 Contractor 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 Contractor’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 Contractor, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JCROOM@RIZZETTA.COM, 9428 CAMDEN FIELD PARKWAY, RIVERVIEW, FLORIDA 33578, (813) 533-2950.**

**SECTION 13. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Manatee County, Florida.

**SECTION 14. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 15. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 16. NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the

benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 18. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF,** the parties execute this Agreement effective as of the day and year first written above.

Attest:

**HARRISON RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

Witness:

**STEVE WHITE’S AUTO SERVICE, INC.**

\_\_\_\_\_  
  
\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A: Parking Policies**

**EXHIBIT A**  
**Parking Policies**

**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT**  
***RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT***

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on June 8, 2020 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harrison Ranch Community Development District (“District”) adopted the following rules to govern overnight parking and parking enforcement. This rule repeals and supersedes all prior rules governing the same subject matter.**

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**SECTION 1. INTRODUCTION.** The District finds that Vehicles and Vessels (hereinafter defined) Parked (hereinafter defined) in the District’s amenity parking lot on an overnight basis, and/or Parking of any Vehicles and Vessels on other grounds of the District, causes hazards and danger to the health, safety and welfare of District residents, paid users and the public. This Rule is intended to provide a means by which the District may tow any such Parked Vehicles and Vessels, subject to certain exceptions.

**SECTION 2. DEFINITIONS.**

- A. *Vehicle.* Any mobile item which normally uses wheels.
- B. *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- C. *Park.* To leave a Vehicle or Vessel unattended by its owner or user.
- D. *Overnight.* Between the hours of 12:00 a.m. and 7:00 a.m. daily.

**SECTION 3. PARKING ALLOWED ON LIMITED BASIS; PROHIBITION; EXCEPTIONS.** Vehicles and Vessels may be Parked during daytime hours at the District’s amenity center parking lot and in order to access the amenity center facilities. That said, Vehicles and Vessels may not be Parked on an overnight basis in the District’s amenity parking lot, and may not Park on other grounds of the District which are not designated for Parking, including grassy areas near the ponds, at any time. The District’s Manager and/or Amenity Manager may authorize in writing an exception to this rule for special events or as necessitated by special circumstances, in which case the written authorization shall be for a limited time and for a specific location, and shall be posted in the windshield of the Vehicle or Vessel.

**SECTION 4. ENFORCEMENT.**

- A. *First Offense: Written Warning.* The District will attempt to place a written warning on the windshield of the improperly Parked Vehicle or Vessel providing notification that



such Vehicle or Vessel is improperly Parked and that, if it is not moved within a certain period of time, a fine may be imposed and/or the Vehicle or Vessel may be towed.

- B. *Second Offense: Fine.* If the Vehicle or Vessel is not moved within the time specified in the written warning, if the Vehicle or Vessel is Parked improperly on another occasion after having previously received a written warning, or if the Vehicle or Vessel is known to have previously Parked improperly, whether a previous warning was provided or otherwise, a **\$150** fine shall be assessed, payable to the District.
- C. *Third Offense: Towing.* If the Vehicle or Vessel is not moved after issuance of a warning and imposition of a fine, is improperly Parked on another occasion after prior issuance of a warning and imposition of a fine, or if other special circumstances apply as set forth herein, such Vehicle or Vessel may be towed in the District's sole discretion and in accordance with the requirements and procedures set forth at Section 5 herein.
- D. *Special Circumstances:* In the event that the District cannot ascertain the identity of the individual or entity who owns or is in control of the Vehicle or Vessel in order to impose a fine, or if the Vessel or Vehicle is Parked in such a manner that blocks access to District property, prevents the safe and orderly flow of traffic through the District, obstructs the ability of emergency vehicles to access roadways or property, causes damage to the District's property, restricts the normal operation of the District's business, or otherwise poses a danger to the District, its residents and guests, the general public, or the property of same, the District reserves the right to immediately tow such Vehicle or Vessel without first issuing a warning and/or imposing a fine.

#### **SECTION 5. TOWING/REMOVAL PROCEDURES.**

- A. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Signage providing notice shall be approved by the District's Board of Supervisors and shall be posted on District property in conspicuous locations and in a manner consistent with the requirements of section 715.07, *Florida Statutes*.
- B. **TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a vehicle or vessel, the District Manager, Amenity Manager, or his/her designee must verify that the subject Vehicle or Vessel was not authorized to Park under this rule and then must contact a firm authorized by Florida law to tow/remove Vehicles and Vessels for the removal of such unauthorized Vehicle or Vessel at the owner's expense. The Vehicle or Vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
- C. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

**SECTION 6. PARKING AT YOUR OWN RISK.** Vehicles or Vessels may be Parked on District property in designated parking areas pursuant to this rule, provided however that the District

assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or Vehicles or Vessels.

Specific Authority: §§ 120.54, 190.011(5), and 190.041, *Fla. Stat.*

Effective date: June 8, 2020