



Rizzetta & Company

Harrison Ranch Community Development District

**Board of Supervisors' Meeting
March 8, 2021**

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

www.HarrisonRanchCDD.org

**HARRISON RANCH
COMMUNITY DEVELOPMENT DISTRICT**

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

Board of Supervisors	Julianne Giella Victor Colombo Susan Walterick Tom Benton Geoffery Cordes	Assistant Secretary Assistant Secretary Assistant Secretary Assistant Secretary Assistant Secretary
Interim District Manager	Michelle George	Rizzetta & Company, Inc.
Clubhouse Manager	Barbara McEvoy	Rizzetta & Company, Inc
District Counsel	Lauren Gentry	Hopping Green & Sams, P.A.
Interim Engineer	Jeb Mulock	ZNS Engineering, LC

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

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

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

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

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

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

March 1, 2021

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 8, 2021 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 tentative agenda for the meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION I**
 - A.** Administer Oath of Office to Newly Appointed Supervisor
 1. Consideration of Compensation
 2. Review of Chapter 190 FL Statues
 3. Review of Sunshine Laws and Code Ethics for Public Officers and Employees
 - B.** Consideration of Resolution 2021-03, Designating Officers of the District.....Tab 1
- 4. STAFF REPORTS**
 - A.** Pond & Mitigation Maintenance Update
 - i.** Presentation of Waterway Inspection Report.....Tab 2
 - B.** Landscape Maintenance Updates
 - i.** Presentation of Field Inspection ReportTab 3
 - ii.** Consideration of Irrigation Proposals.....Tab 4
 - iii.** Consideration of Chillingham Entrance Proposal.....Tab 5
 - C.** District Counsel
 - D.** District Engineer
 - i.** Review of Revised Thermoplastic OptionsTab 6
 - E.** Clubhouse Staff
 - i.** Presentation of Management ReportTab 7
 - F.** District Manager
- 5. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of Board of Supervisors' Regular Meeting held on February 8, 2021Tab 8
 - B.** Ratification of Operations & Maintenance Expenditures for December 2020.....Tab 9
- 6. BUSINESS ITEMS**
 - A.** Consideration of Irrigation Cost- Share AgreementTab 10
 - B.** Consideration of RFQ District Engineer ServicesTab 11
 - C.** Consideration of Audio Equipment ProposalTab 12
 - D.** Consideration of Tennis Court ProposalsTab 13
 - E.** Consideration of Pond Painting ReportTab 14

Harrison Ranch Community Development District

- F. Consideration of Pool Pergola Covers.....Tab 15
- G. Consideration of Clubhouse Hours
- H. Consideration of Permitted Parking at Clubhouse
- I. Consideration of Updated Lease for copier/printer/scanner
- 7. **SUPERVISOR REQUESTS**
- 8. **ADJOURNMENT**

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

RESOLUTION 2021-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to appoint and remove Officers of the District.

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

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Section 4. This Resolution supersedes any prior appointments made by the Board for Chairman and Vice Chairman.

Section 5. This Resolution shall become effective immediately upon its

adoption. **PASSED AND ADOPTED** this 8th day of March 2021.

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

Chairman / Vice Chairman

ATTEST:

Assistant Secretary

1
2
3 **MINUTES OF MEETING**

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

8
9 **HARRISON RANCH**
10 **COMMUNITY DEVELOPMENT DISTRICT**

11 The regular meeting of the Board of Supervisors of the Harrison Ranch
12 Community Development District was held on **Monday, February 8, 2021 at 1:30 PM**
13 at the Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish,
14 FL 34219.

15
16 Present and constituting a quorum were:

17
18 Julianne Giella **Board Supervisor, Chairman**
19 Tom Benton **Board Supervisor, Asst. Secretary**
20 Sue Walterick **Board Supervisor, Asst. Secretary**
21 **Geoffrey Cordes** **Board Supervisor, Asst. Secretary (via phone)**
22

23 Also present were:

24
25 Barbara McEvoy **Interim District Manager/Community Manager;**
26 **Rizzetta & Company**
27 Michelle George **Regional Manager, Rizzetta & Company**
28 Brian Schaub **Field Service Manager; Rizzetta & Company**
29 Lauren Gentry **District Counsel; Hopping Green & Sams (via phone)**
30 Jeb Mulock **ZNS Engineering, LC**
31 Anthony Flock **Solitude Lake Management (via phone)**
32 Liz Rocque **Solitude Lake Management (via phone)**
33 Audience
34

35 **FIRST ORDER OF BUSINESS**

Call to Order

36
37 Ms. McEvoy called the meeting to order and read the roll call.
38

39 **SECOND ORDER OF BUSINESS**

Audience Comments

40
41 The Board received audience comments on subjects to include overgrown landscaping
42 on Harrison Ranch Blvd; catfish in pond 37; and the agendas posted to the community
43 website.
44
45
46
47
48
49

50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66

67
68
69
70
71
72
73

74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90

THIRD ORDER OF BUSINESS

Staff Reports

A. Pond & Mitigation Maintenance Update

i. Presentation of Waterway Inspection Report

Ms. Roque presented the Waterway Inspection Report to the Board and answered general questions.

ii. Consideration of Pond Plantings Agreement

The Board considered a proposal from Solitude Lake Management for pond plantings on ponds 18-21. Ms. Roque answered questions about the proposal.

On a motion by Ms. Walterick, seconded by Ms. Giella, with all in favor, the Board of Supervisors approved the planting agreement from Solitude Lake Management for pond plantings at ponds 18-21 at a total cost of \$5,000.00 for the Harrison Ranch Community Development District.

iii. Consideration of Fish Stocking Proposal

The Board considered a proposal from Solitude Lake Management for Fish stocking at ponds 38, 39, & 40. Ms. Roque explained how the fish feed on the algae blooms.

On a motion by Ms. Walterick, seconded by Ms. Giella, with all in favor, the Board of Supervisors approved the planting agreement from Solitude Lake Management for fish stocking at ponds 38, 39, & 40 at a total cost of \$1,524.00 for the Harrison Ranch Community Development District.

iv. Consideration of Alum Reset Proposal

The Board considered a proposal from Solitude Lake Management for Alum Reset at ponds 38, 39 & 40. Ms. Roque with Solitude explained that this would be preventative measure to bring down levels for the spring. The Board would like to table this due to budget constraints.

B. Landscape Maintenance Update

i. Presentation of Field Inspection Report

Mr. Schaub with Rizzetta Field Services presented the Field Inspection Report to the Board and answered general questions.

91 **v. Consideration of Irrigation Proposals**

92
93 The Board considered proposals for irrigation maintenance from LMP. The
94 Board would like to table these until a representative from LMP is present.
95

96 **C. District Counsel**

97
98 Ms. Gentry explained the e-Verify memo and memorandum of
99 understanding to the Board and stated that it was an informational item
100 and no action needed to be taken. She explained the new law for units of
101 government to the Board.
102

103 **D. District Engineer**

104
105 Mr. Mulock discussed the issues with turf damage from vehicles in the
106 median on Harrison Ranch Boulevard and reviewed possible options for the
107 Board to consider as well as the estimated costs associated with each
108 option. Discussion ensued.

109 Mr. Mulock informed the Board that he had issued a letter for the Board to
110 begin the RFQ process for district engineering services. Ms. McEvoy stated
111 she would follow up with district counsel on the RFQ process for the next
112 meeting.
113

114 **E. Clubhouse Staff**

115
116 **i. Presentation of Clubhouse Report**

117
118 Ms. McEvoy presented her management report with the Board. Ms. McEvoy
119 discussed several topics including unauthorized trespassing on trails;
120 Homeowner clearing of conservation areas and other miscellaneous
121 clubhouse upgrades and proposals.
122

123 **ii. Consideration of Shared Irrigation**

124
125 Ms. McEvoy described her findings regarding an irrigation meter which
126 serves both HOA and District landscaping areas and is paid for by the HOA.
127 The Board discussed the details and cost breakdown of the shared irrigation
128 costs with the Villas HOA.
129

<p>On a motion by Ms. Giella, seconded by Ms. Walterick, with all in favor, the Board of Supervisors approved reimbursement to the Villas HOA of \$3,237.31 in irrigation costs through December 2020, and authorized District Counsel to draft a cost-share agreement for shared irrigation for the Harrison Ranch Community Development District.</p>
--

130
131
132
133
134

135
136
137
138
139
140
141

iii. Consideration of Amendment to Cleaning Contract

The Board considered the amendment to the current cleaning contract which would include laundering the gym towels and increased cleaning at the gym as well as emptying trash cans at the playground. The monthly fee would be an increase of \$86.00 per month, for a total of \$936.00 per month.

On a motion by Ms. Walterick, seconded by Mr. Benton, with all in favor, the Board of Supervisors approved the amendment to the cleaning contract at a monthly cost of \$936.00 for the Harrison Ranch Community Development District.

142
143
144
145
146
147
148
149
150

iv. Street Light Repair History

The Board discussed the street light history and will continue to monitor.

The activities coordinator updated the Board on several events planned to include a Valentines event for adults, food trucks, and other activities throughout the year.

F. District Manager

Mr. McEvoy advised the next meeting is scheduled for Monday, March 8, 2021 at 6:30pm at the Harrison Ranch Clubhouse. Michelle George announced that Barbara McEvoy will be the Interim District Manager replacing Justin Croom until a replacement can be trained.

151
152
153
154
155
156
157
158
159
160
161

FOURTH ORDER OF BUSINESS

Consideration of Minutes of Board of Supervisors' Regular Meeting held on January 11, 2021

On a motion by Ms. Walterick, seconded by Mr. Benton, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting, as amended held on January 11, 2021, for the Harrison Ranch Community Development District.

162
163
164
165
166

FIFTH ORDER OF BUSINESS

Consideration of Operations & Maintenance Expenditures for December 2020

On a motion by Ms. Walterick, seconded by Mr. Benton, with all in favor, the Board of Supervisors approved the December 2020 (\$139,200.75) Operations & Maintenance Expenditures Report for the Harrison Ranch Community Development District.

167
168
169
170
171
172
173

174 **SIXTH ORDER OF BUSINESS** **Review of Resumes for Open Board**
175 **Seat #3**
176

177 Victor Colombo & Bill Kernen submitted resumes to express interest in being
178 considered as candidates for the vacant seat on the Board. Mr. Colombo and Mr.
179 Kernen answered general questions from the present Board members.
180

On a motion by Mr. Benton, seconded by Ms. Giella, with all in favor, the Board of Supervisors approved to appoint Victor Colombo to Seat #3 for the Harrison Ranch Community Development District.

181
182 **SEVENTH ORDER OF BUSINESS** **Administer Oath of Office to Newly**
183 **Appointed Supervisor**
184

185 District counsel advised the Board that if they wished they could table Mr. Colombo's oath
186 of office until the next meeting, and he would officially take his seat on the Board at that
187 time. Ms. Gentry reviewed the sunshine laws and public records laws with Mr. Colombo.
188

189 **EIGHTH ORDER OF BUSINESS** **Supervisor Requests**
190

191 Ms. Giella stated the pond audit regarding painting the dams should be provided for the
192 next meeting.
193

194 Ms. Walterick discussed the county tree inspection on Harrison Ranch Boulevard.
195

196 Mr. Benton would like Ms. McEvoy to review the invoices from the Marquee signage.
197

198 **NINTH ORDER OF BUSINESS** **Adjournment**
199

On a Motion by Ms. Giella, seconded by Mr. Benton, with all in favor, the Board of Supervisors adjourned the meeting at 3:23 PM for the Harrison Ranch Community Development District.

200
201
202
203
204

Asst. Secretary Chair / Vice Chair

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures January 2021 For Board Approval

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

The total items being presented: **\$107,586.83**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ayers Distributing Company	004186	9453	Plastic Eggs 01/21	\$ 804.00
Bradenton Herald, Inc.	004187	0004809758 09/04/20	Legal Advertising 09/20	\$ 159.12
Bright House Networks	004185	0034030991-01 12/20	Clubhouse TV 12/20	\$ 42.30
Bright House Networks	004184	088053901011921	0050880539-01 - Gym 01/21	\$ 116.58
Bright House Networks	004184	088053901121920	0050880539-01 - Gym 12/20	\$ 116.58
Fitrev, Inc	004177	22340	Preventative Maintenance 01/21	\$ 175.00
Florida Department of Revenue	004176	Sales Tax 12/20	Sales Tax 12/20	\$ 6.86
Florida Power & Light Company	004183	Electric Summary 01/21	FPL Electric Summary Billing 01/21	\$ 5,409.96
Florida Power & Light Company	004160	Electric Summary 12/20	FPL Electric Summary Billing 12/20	\$ 5,210.73
FPL	004188	FPL #2 Summary 01/21	FPL #2 Summary 01/21	\$ 136.07
Frontier Florida LLC dba Frontier Communications of Florida	004178	090719-5 1/21	941-776-3095-090719-5 01/21	\$ 447.49
Grau & Company, P.A.	004170	20349	Audit Services FYE 09/20	\$ 2,000.00
Guardian Protection Services, Inc.	004179	57475482	Security Services 01/03/21-02/02/21	\$ 93.90

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Gulf Business Systems	004162	276517	Monthly Billing Copy Machine 12/28/20-01/28/21	\$ 105.84
Harrison Ranch CDD	CD0330	CD0330	Debit Card Replenishment	\$ 1,082.57
Hopping Green & Sams	004163	119399	General/Monthly Legal Services 11/20	\$ 2,266.32
Hopping Green & Sams	004189	119684	General/Monthly Legal Services 12/20	\$ 1,378.00
Innersync Studio LLC	004172	19104	CDD Website Services 01/21	\$ 384.38
Jan-Pro of Manasota	004190	64273	Janitorial Services 01/21	\$ 850.00
Landscape Maintenance Professionals, Inc.	004191	157045	Monthly Maintenance 01/21	\$ 30,123.00
Landscape Maintenance Professionals, Inc.	004173	157305	Pest Control 12/20	\$ 725.00
Marlin Business Bank	004192	18690912	Copystar Copier - Account # 1613410 01/21	\$ 175.48
MCUD	004174	Water Summary Bill 12/20	MCUD Water Summary 12/20	\$ 2,157.64
Piper Fire Protection, Inc.	004193	79096	Annual Fire Alarm Monitoring 02/21-01/22	\$ 315.00
RB Owens Electric Inc	004164	20203413	Service Call 12/20	\$ 487.40
RB Owens Electric Inc	004164	20203444	Monthly Inspection 12/20	\$ 390.00

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
RB Owens Electric Inc	004180	20203512	Monthly Inspection 12/20	\$ 3,555.10
RB Owens Electric Inc	004194	20211040	Monthly Inspection 01/21	\$ 390.00
RB Owens Electric Inc	004194	20211064	Service Call 01/21	\$ 290.00
Rizzetta & Company, Inc.	004165	INV0000055256	BI-Weekly Payroll 12/20	\$ 1,635.81
Rizzetta & Company, Inc.	004165	INV0000055469	District Management Fees 01/21	\$ 5,990.17
Rizzetta & Company, Inc.	004175	INV0000055548	BI-Weekly Payroll 12/20	\$ 1,635.81
Rizzetta & Company, Inc.	004181	INV0000055671	BI-Weekly Payroll 01/21	\$ 2,699.40
Rizzetta Technology Services, LLC	004166	INV0000006704	Email & Website Hosting Services 01/21	\$ 175.00
Securiteam	004167	13683	Surveillance Upgrade 12/20	\$ 28,847.00
Securiteam	004169	20161	Service Call 11/20	\$ 157.00
Solitude Lake Management	004195	PI-A00536467	Monthly Lake and Wetland Services 01/21	\$ 3,753.32
Solitude Lake Management	004195	PI-A00536468	Monthly Lake and Wetland Services 01/21	\$ 2,214.00
Solitude Lake Management	004195	PI-A00536469	Aerator Maintenance Services 01/01/21- 03/31/21	\$ 300.00

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
ZNS Engineering, L.C.	004182	140336	Engineering Services 11/20	\$ 495.00
ZNS Engineering, L.C.	004182	140337	Engineering Services 11/20 WUP	<u>\$ 290.00</u>
Report Total				<u>\$ 107,586.83</u>

**COST SHARE FUNDING AGREEMENT BETWEEN
HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT AND THE VILLAS
OF HARRISON RANCH HOMEOWNER'S ASSOCIATION, INC.,
FOR IRRIGATION METER EXPENSES**

THIS AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2021, by and between:

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Manatee County, Florida, and whose address is 9428 Camden Field Parkway, Riverview, Florida 33578 ("District"); and

THE VILLAS OF HARRISON RANCH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, with a mailing address of 5755 Harrison Ranch Blvd., Parrish, FL 34219 ("Association" and, together with the District, the "Parties," and each individually, a "Party").

RECITALS

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure and improvements, including certain landscape improvements; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating, and maintaining various improvements and facilities for a portion of the Harrison Ranch community; and

WHEREAS, there is located within the District an irrigation meter known as meter #154030, located at 10730 48th Street East, Parrish, FL, 34219 ("Meter"), which serves areas that are maintained by the District as well as areas that are maintained by the Association; and

WHEREAS, the Parties agree that approximately 30% (thirty percent) of the monthly cost of the Meter is attributable to District-maintained areas; and

WHEREAS, certain costs of irrigating areas maintained by the District have previously been billed to and paid by the Association and the Parties wish to provide for reimbursement of such costs; and

WHEREAS, the Parties wish to provide a mechanism for sharing the costs of irrigation going forward.

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:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. COST ALLOCATION.

A. **Reimbursement.** The District shall pay the Association \$ **\$3,237.31 (Three Thousand, Two Hundred Thirty-Seven Dollars and 31/100 Cents)** as full compensation for the costs paid by Association to irrigate areas maintained by the District through December 2020.

B. **Quarterly Cost-Share.** Each quarter, on January 1, April 1, July 1, and October 1, the Association shall invoice the District for **30% (thirty percent)** of the costs billed by Manatee County for the Meter during the preceding quarter. The District agrees to pay said costs within **45 (forty-five) days** after receipt of a written invoice from the Association, in accordance with the Florida Prompt Payment Act, Chapter 218, *Florida Statutes*. Each invoice shall be accompanied by a copy of the associated invoice from the Manatee County Utilities Department and such other documentation as the District may reasonably require.

3. CONTROL OF METER. Association shall be responsible for the management and control of the Meter. Any schedule changes for District valves must be made through the Community Manager, currently Barbara McEvoy.

4. TERMINATION. The District agrees that the Association may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for any reason, with or without cause, by providing written notice of termination to the Contractor. Upon any termination, District shall be responsible for paying any costs incurred up to the effective date of termination.

5. RECOVERY OF COSTS AND FEES. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. DEFAULTS. Failure by either Party to perform each and every one of its obligations hereunder shall be a default, entitling either Party to pursue whatever remedies are available to at law or equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement. Each Party shall give the other Party written notice of any defaults hereunder and shall allow the defaulting Party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

7. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes any previous discussions, understandings and agreements between the Parties relating to the cost sharing for the Meter.

8. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both of the Parties hereto.

9. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each Party has complied with all the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this Agreement.

10. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the Parties, as follows:

If to Association: The Villas of Harrison Ranch Homeowner's Association
5755 Harrison Ranch Blvd.
Parrish, FL 34219
Attn: Nick Luman

If to 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
Tallahassee, Florida 32301
Attn: District Counsel

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 the Association may deliver Notice on behalf of the District and the Association. 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.

11. 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 or give the Contractor or 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.

12. APPLICABLE LAW AND VENUE. This Agreement shall be construed, interpreted and controlled by the laws of the State of Florida. Venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Manatee County, Florida.

13. PUBLIC RECORDS. Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Florida law.

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.

15. LIMITATIONS ON GOVERNMENTAL LIABILITY. Association agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's immunity or limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or 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 the doctrine of sovereign immunity or by operation of law.

16. 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.

17. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. COUNTERPARTS. This Agreement 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.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Print Name

Print Name: _____

Attest:

THE VILLAS OF HARRISON RANCH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Witness

By: _____

Print Name

Title: _____

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Harrison Ranch Community Development District (“District”), located in Manatee County, Florida, announces that professional engineering services will be required on a continuing basis for the District’s existing public infrastructure, including stormwater infrastructure, roadways, and recreational facilities, and all other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and provide District engineering services, as required, under a continuing contract.

Any firm or individual (“Applicant”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“Qualification Statement”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to, past experience as a District Engineer for any community development district(s) and past experience with Manatee County and the volume of work, if any, previously awarded to your firm by the District; e) the geographic location of the Applicant’s headquarters and offices; and f) the current and projected workloads of the Applicant. Further, each Applicant must identify the specific individual affiliated with the Applicant who is anticipated to handle District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“CCNA”). All applicants interested must submit one original and one electronic version (CD or flash drive) of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on _____, 2021 to the attention of Ms. Barbara McEvoy, 5755 Harrison Ranch Boulevard, Parrish, FL 34219 (“Community Manager’s Office”).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the Community Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant and so on.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the Community Manager, must be filed in writing within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed pursuant to the District’s Rules of Procedure. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District’s Rules of Procedure, which are available from the Community Manager.

Publish on _____, 2021 (must be published at least 14 days prior to submittal deadline)

**HARRISON RANCH
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 35 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other special districts in other contracts; amount of work, if any, previously awarded to the firm by the District; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 10 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.