



Rizzetta & Company

# **Harrison Ranch Community Development District**

---

**Board of Supervisors' Meeting  
December 8, 2025**

**District Office:  
2700 S. Falkenburg Rd.  
Suite 2745  
Riverview, FL 33578**

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

**HARRISON RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

Harrison Ranch Clubhouse, 5755 Harrison Ranch Boulevard, Parrish, FL 34219  
[www.harrisonranchcdd.org](http://www.harrisonranchcdd.org)

<b>Board of Supervisors</b>	Susan Walterick Thomas Benton Victor Colombo Julianne Giella James Ritchey	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Matt O’Nolan	Rizzetta & Company, Inc
<b>District Counsel</b>	Lauren Gentry Patrick Collins	Kilinski Van Wyk, PLLC Kilinski Van Wyk, PLLC
<b>District Engineer</b>	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.

Zoom Meeting ID 238 853 4634

Passcode 862015

Teams Dial in number: 321-754-9488

Phone conference ID: 697 030 965#

## 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**

12/4/2025

### **REVISED FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harrison Ranch Community Development District will be held on **Monday, December 8, 2025, at 6:30 PM** at the Harrison Ranch Clubhouse, **located at 5755 Harrison Ranch Boulevard, Parrish, FL 34219**. The following is the final agenda for the meeting:

#### **REGULAR MEETING**

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
  - A. Pond & Mitigation Maintenance Update.....Tab 1
  - B. Landscape Maintenance Inspection and Updates.....Tab 2
  - C. District Counsel
  - D. District Engineer
    1. Consideration of Pond Deficiencies and SWFWMD Re- Certification.....Tab 3
  - E. Clubhouse Manager Report
  - F. District Manager Report .....Tab 4**
- 4. BUSINESS ADMINISTRATION**
  - A. Review of Financial Report for August and October 2025.....Tab 5
  - B. Consideration of Operations and Maintenance Expenditures for August and October 2025 ..... Tab 6
  - C. Consideration of the Board of Supervisors' Meeting Minutes for November 10, 2025, ..... Tab 7**
  - D. Consideration of Resolution 2026-03 to adopt the Amended and Restated Rules of Procedure ..... Tab 8
  - E. Discussion of Staffing
- 5. BUSINESS ITEMS**
  - A. Consideration of Reserve Study Proposal..... Tab 9
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Sincerely,

*Matt O'Nolan*

Matt O'Nolan District Manager

Tab 1





# MONTHLY REPORT

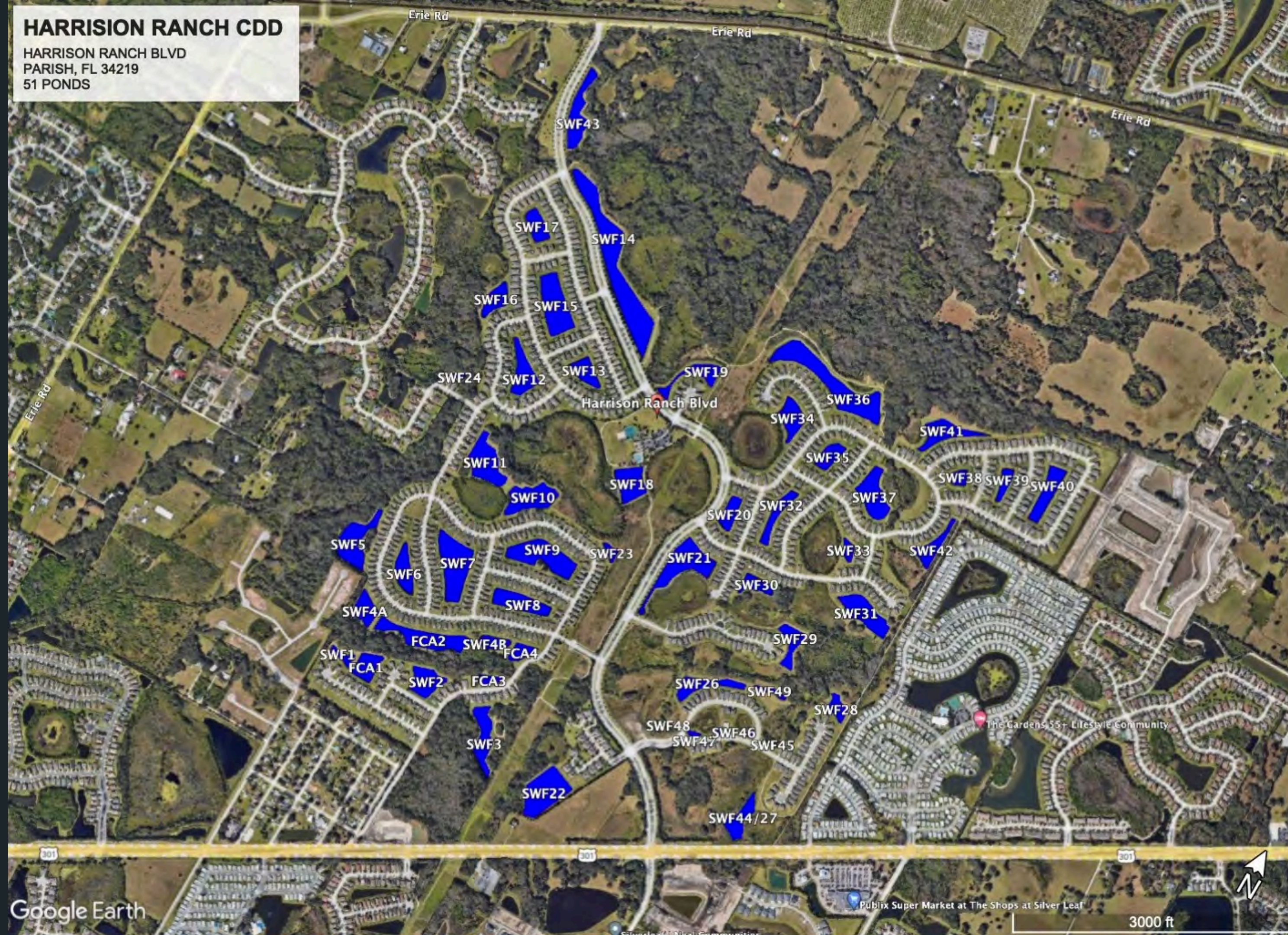
DECEMBER, 2025





# HARRISON RANCH CDD

HARRISON RANCH BLVD  
PARISH, FL 34219  
51 PONDS





Prepared for: Matt Nolan  
Prepared By: Devon Craig

## SUMMARY:

Hope everybody's Turkey was good. Pond temperatures are lowering daily and active growth is reducing as well. Pond treatments will continue to be aggressive during this time as the growth is not dormant. But as we transition into winter the ponds are looking good and are on track for a nice transition into the holiday season. We hope everyone's holidays are great.





Pond #SWF38 Treated for Shoreline Vegetation.



Pond #SWF42 Treated for Shoreline Vegetation.



Pond #SWF37 Treated for Algae and Shoreline Vegetation.

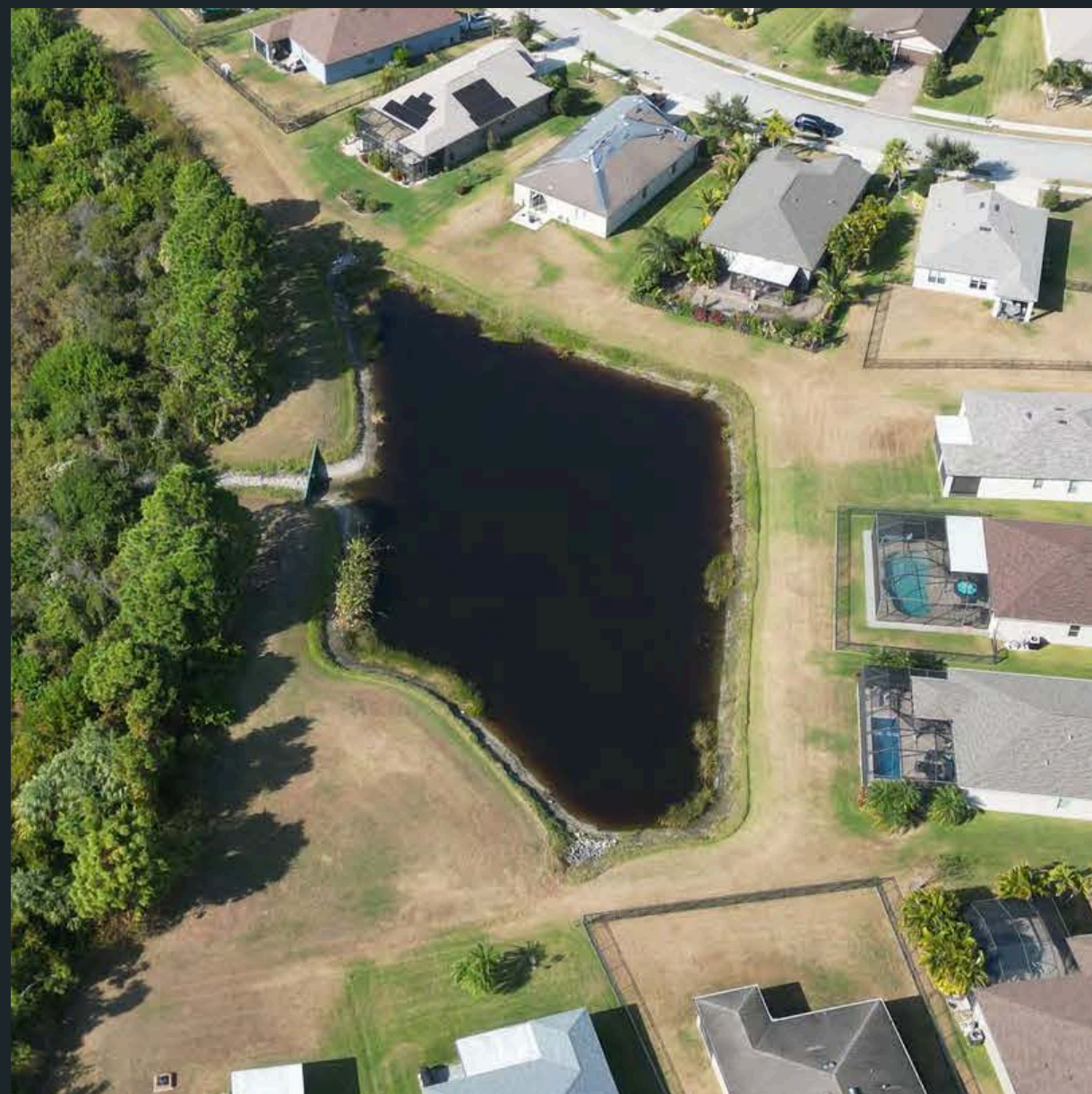




Pond #SWF35 Treated for Algae and  
Shoreline Vegetation.



Pond #SWF34 Treated for Shoreline  
Vegetation.



Pond #SWF33 Treated for Shoreline  
Vegetation.

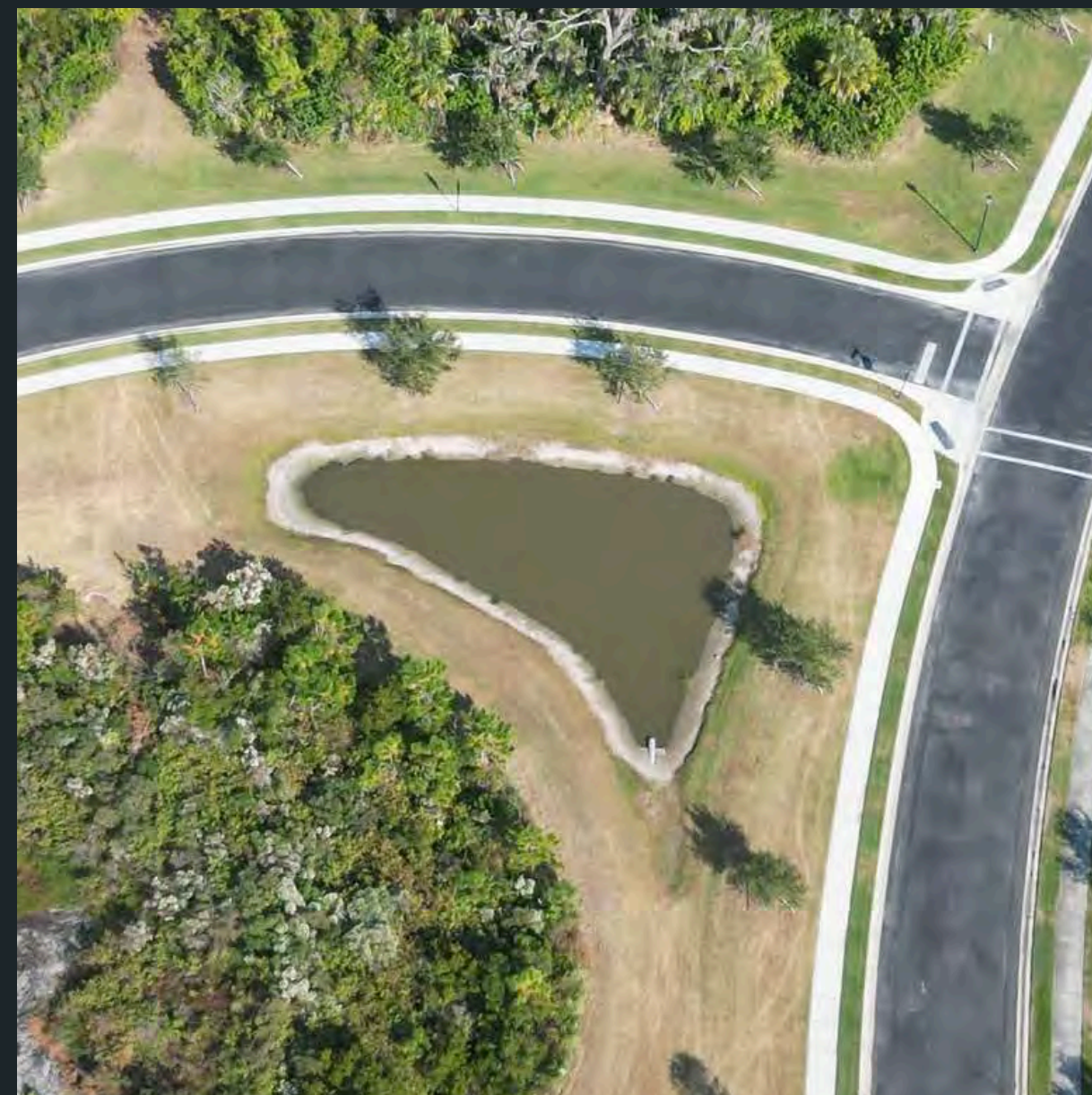




Pond #SWF29 Treated for Shoreline Vegetation.

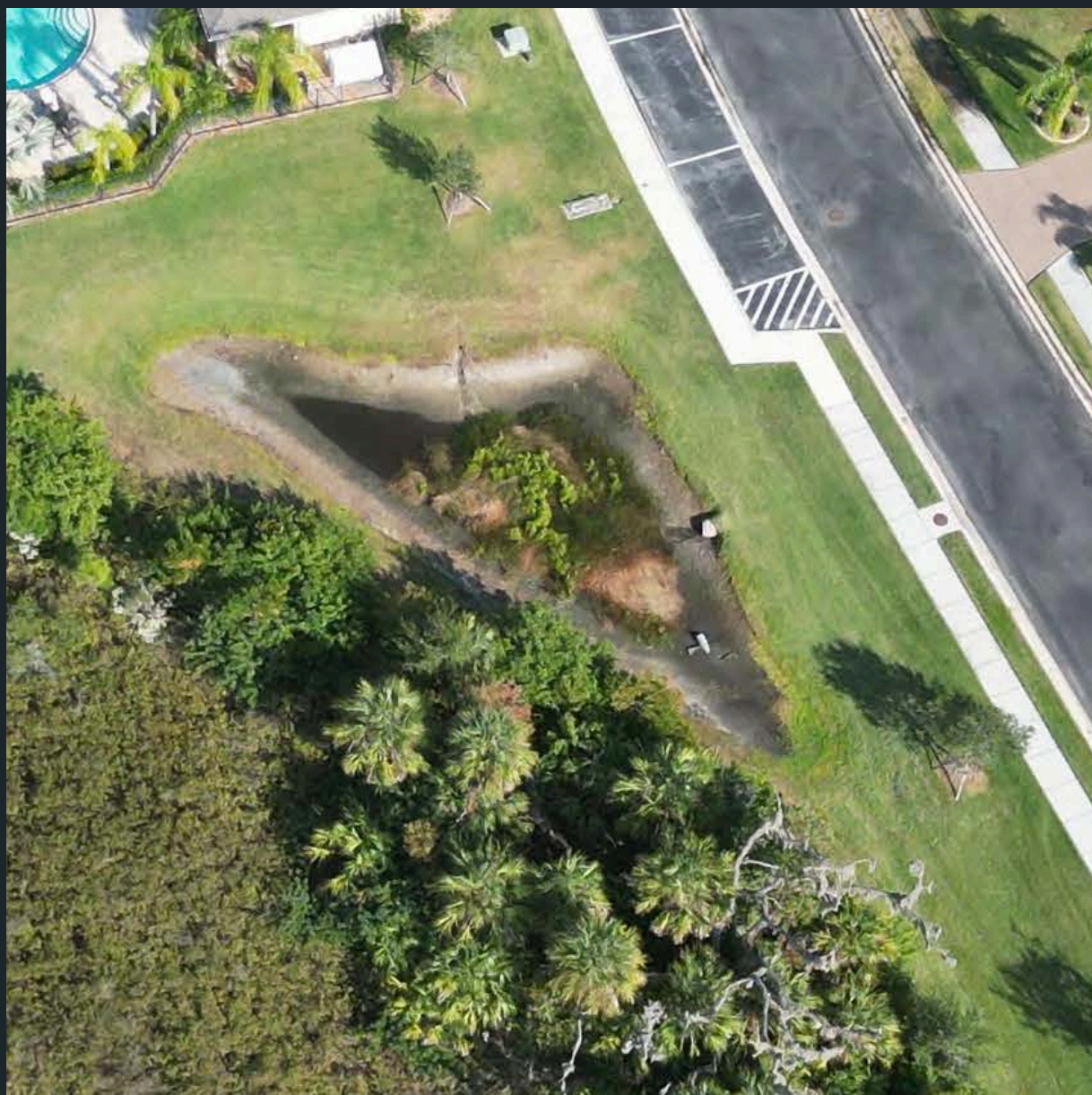


Pond #SWF31 Treated for Shoreline Vegetation.

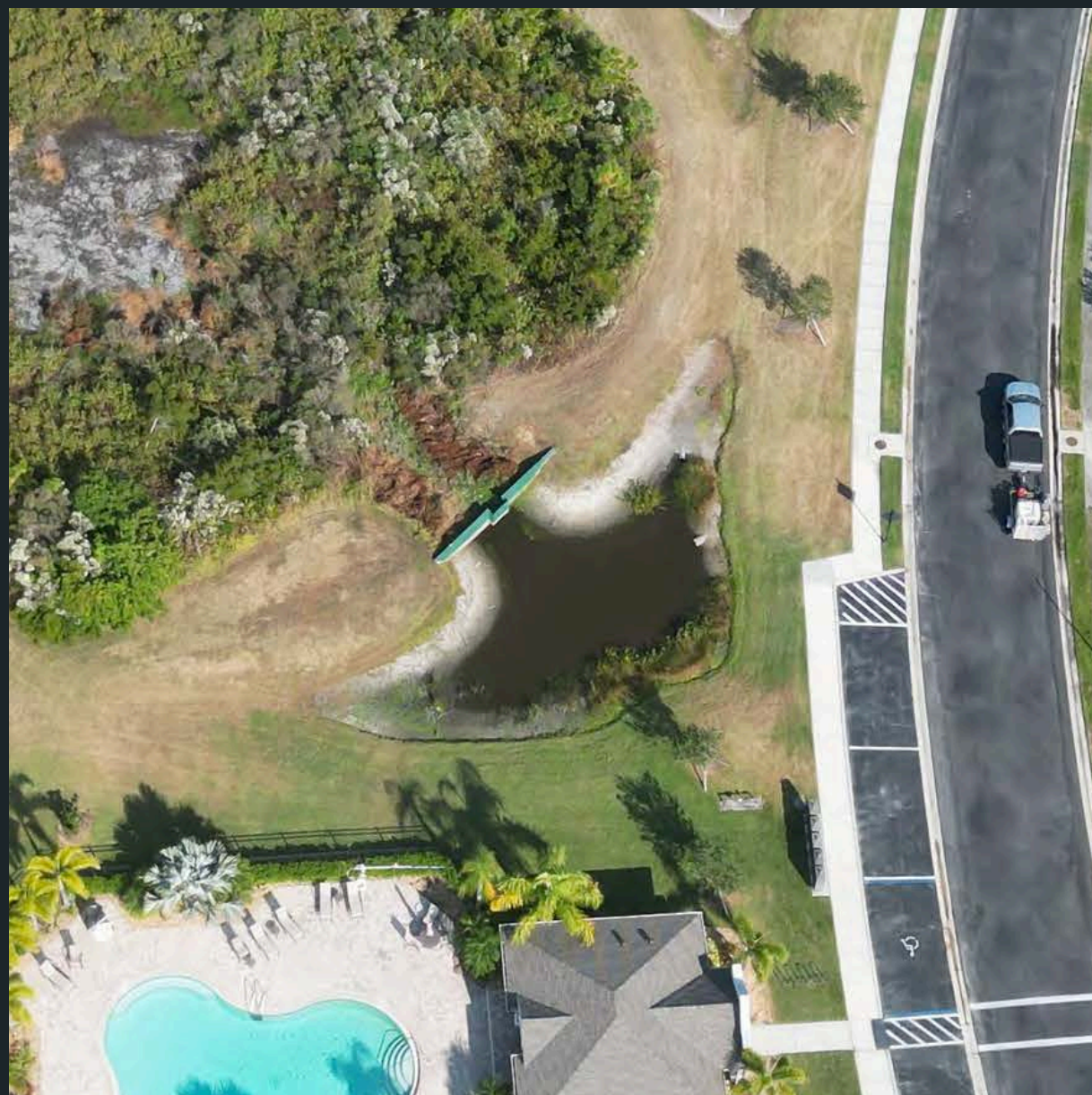


Pond #SWF45 Treated for Shoreline Vegetation.





Pond #SWF47 Treated for Shoreline Vegetation.



Pond #SWF46 Treated for Shoreline vegetation.

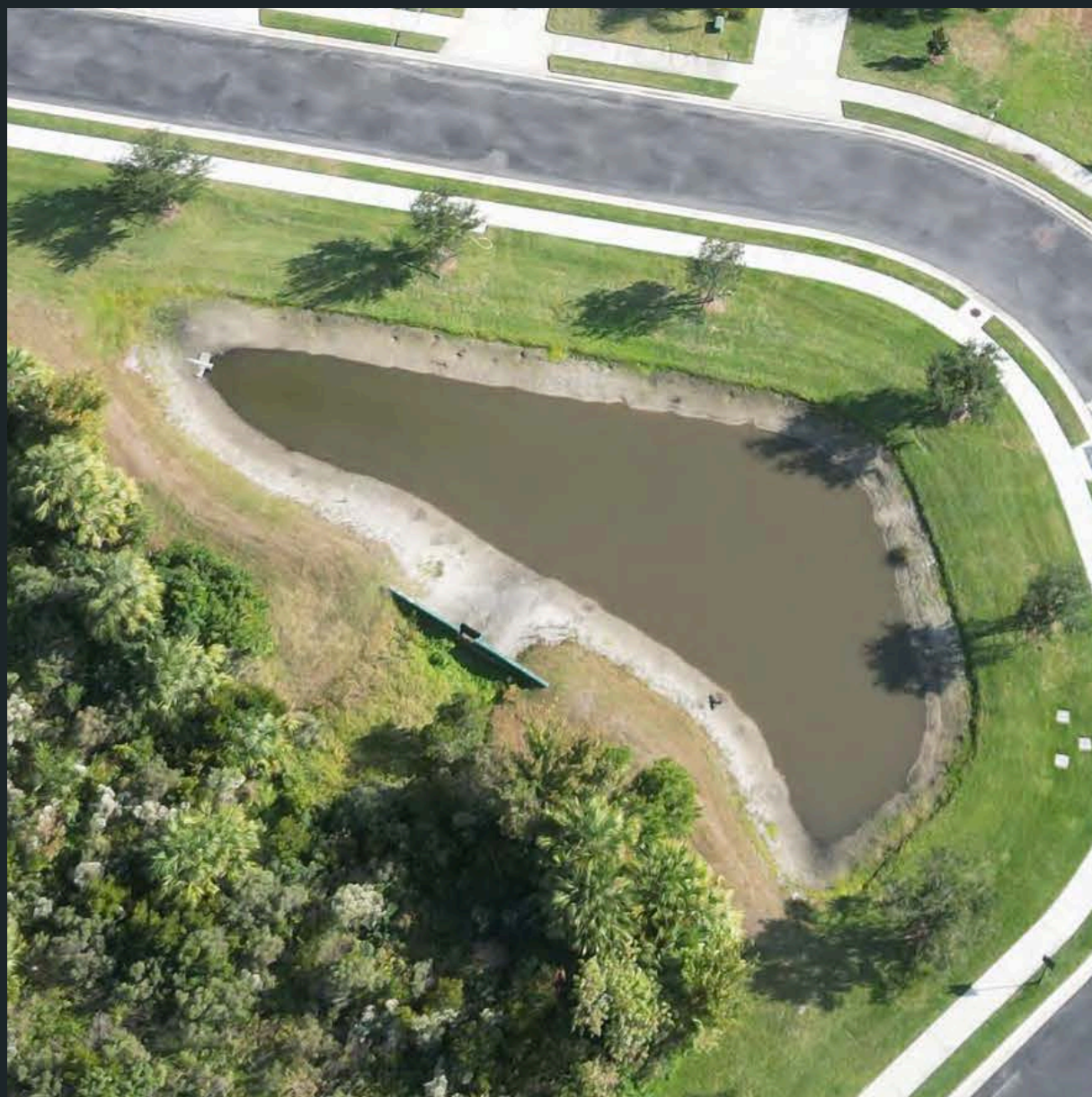


Pond #SWF28 Treated for Shoreline Vegetation.





Pond #SWF26 Treated for Shoreline Vegetation.



Pond #SWF48 Treated for Shoreline Vegetation.



Pond #SWF21 Treated for Algae and Shoreline Vegetation.



FCA1: Shoreline vegetation has been treated.

FCA2: Shoreline vegetation has been treated.

FCA3: Shoreline vegetation has been treated.

FCA4: Shoreline vegetation has been treated.

SWF1: Shoreline vegetation has been treated.

SWF2: Shoreline vegetation has been treated.

SWF3: Shoreline vegetation has been treated.

SWF4A: Shoreline vegetation has been treated.

SWF4B: Shoreline vegetation has been treated.

SWF5: Shoreline vegetation has been treated.

SWF6: Shoreline vegetation and Algae has been treated.

SWF7: Shoreline vegetation has been treated.

SWF8: Shoreline vegetation has been treated.

SWF9: Shoreline vegetation has been treated.

SWF10: Shoreline vegetation has been treated.

SWF11: Shoreline vegetation has been treated.

SWF12: Shoreline vegetation has been treated.

SWF13: Shoreline vegetation and Algae has been treated.

SWF14: Shoreline vegetation and Water lettuce has been treated.

SWF15: Shoreline vegetation has been treated.

SWF16: Shoreline vegetation and Water lettuce has been treated.

SWF17: Shoreline vegetation has been treated.

SWF18: Shoreline vegetation has been treated.

SWF19: Shoreline vegetation and Algae has been treated.

SWF20: Shoreline vegetation has been treated.

SWF21: Shoreline vegetation and Algae has been treated.

SWF22: Shoreline vegetation and Water Lettuce has been treated.

SWF23: Shoreline vegetation has been treated.

SWF24: Shoreline vegetation and Algae has been treated.

SWF26: Shoreline vegetation and Water lettuce has been treated.

SWF28: Shoreline vegetation has been treated.

SWF29: Shoreline vegetation has been treated.

SWF30: Shoreline vegetation and Algae has been treated.

SWF31: Shoreline vegetation has been treated.

SWF32: Shoreline vegetation has been treated.

SWF33: Shoreline vegetation and Algae has been treated.

SWF34: Shoreline vegetation and Algae has been treated.

SWF35: Shoreline vegetation has been treated.

SWF36: Shoreline vegetation and Algae has been treated.

SWF37: Shoreline vegetation has been treated.

SWF38: Shoreline vegetation has been treated.

SWF39: Shoreline vegetation and algae has been treated.  
SWF40: Shoreline vegetation and Algae has been treated.  
SWF41: Shoreline vegetation has been treated.  
SWF42: Shoreline vegetation has been treated.  
SWF43: Shoreline vegetation has been treated.  
SWF44/27: Shoreline vegetation has been treated.  
SWF45: Shoreline vegetation has been treated.  
SWF46: Shoreline vegetation has been treated.  
SWF47: Shoreline vegetation has been treated.  
SWF48: Shoreline vegetation has been treated.  
SWF49: Shoreline vegetation has been treated.

Tab 2

# Maintenance Quality Inspection (MQI) NEW 8-2022

## General Information

PROPERTY NAME	Harrison Ranch CDD
LOCATION	SARASOTA
Supervisor Email	Ryan.Eberly@Imppro.com
Branch Manager	Christopher.Berry@Imppro.com
Supervisor First Name	Ryan
Supervisor Last Name	Eberly
DATE OF INSPECTION	Mon Dec 01 2025
Next Inspection Date	Wed Jan 01 2025

## Inspection details

### Monthly Maintenance

#### 1 DETAILS

9

#### 1 DETAILS NOTES

Property is in good shape overall, just need to keep on top of removing/cutting away dead wood from all plant material, removing vines from the large tree across the club house again needs to be worked on. There was a large pile of debris dumped near 100th drive pictured here. There is also new successfully planted trees that are looking good. Also wanted to include that there are areas that didn't receive mulch as we used it all in its entirety. Unfortunately we have never been able to mulch the whole community in its entirety. It's always short. An additional estimate will be sent for the remainder, and may want to have the conversation of changing those numbers in the contract so we can have a more accurate figure moving forward.

#### 1 DETAILS PHOTOS





**2 MOWING FUNCTIONS -  
EDGING,MOW,STRING TRIM,BLOW**

**2.1 MOWING FUNCTIONS -  
EDGING,MOW,STRING TRIM,BLOW  
NOTES**

**2 MOWING FUNCTIONS -  
EDGING,MOW,STRING TRIM,BLOW  
PHOTOS**



9

Mow looks good throughout. Pond banks and no mow zones looking good. There are a few areas that could use a string trimmer where some areas were missed.







### 3 SHRUB PRUNING

### 3 SHRUB PRUNING NOTES

### 3 SHRUB PRUNING PHOTOS

9

Shrub pruning looks good throughout. There's a few areas that need to be hit like by the clubhouse for example. And some jasmine in medians.



### 4 TREES/PALMS UP TO 15' TRIMMING

### 4 TREES/PALMS UP TO 15' TRIMMING NOTES

### 4 TREES/PALMS UP TO 15' TRIMMING PHOTOS

5

Trees and palms up to 15 looking good for the most part. Lots of moss and suckers and lifting has been completed leaving most trees very clean or as clean as they can be.



**5 OVERALL CLEANLINESS**

**5 OVERALL CLEANLINESS NOTES**

**5 OVERALL CLEANLINESS PHOTOS**



4

Property is clean but some stuff can be done to help out. Need to pick up pizza box at the end of Harrison ranch in bushes. And should collect boots from palms around pool.



**6 TURF INSECT/DISEASE CONTROL**

**6 TURF INSECT/DISEASE CONTROL NOTES**

**7 TURF WEED CONTROL – TURF AREAS**

**7 TURF WEED CONTROL – TURF AREAS NOTES**

**7 TURF WEED CONTROL – TURF AREAS PHOTOS**

5

No issues.

4

Turf weeds looking good for most part. Still plenty of areas to treat throughout the district.







#### 8 PLANT INSECT/DISEASE CONTROL

#### 8 PLANT INSECT/DISEASE CONTROL NOTES

#### 9 WEED CONTROL – BED AREAS

#### 9 WEED CONTROL – BED AREAS NOTES

#### 9 WEED CONTROL – BED AREAS PHOTOS

5

No issues.

18

Trails look good and clear of weeds for the most part. Need to hit cracks and some bed areas before they get out of hand.











**10 TURF FERTILITY**  
**10 TURF FERTILITY NOTES**

**10 TURF FERTILITY PHOTOS**

9

Turf has its good and bad spots. But we have had irrigation guys living in here working hard to ensure everything is receiving adequate water.







## 11 PLANT FERTILITY

### 11 PLANT FERTILITY NOTES

### 11 PLANT FERTILITY PHOTOS

9

Same with plants we have our good and bad areas. We're in a horrible drought I think the worst county in the state at this point. We're staying on top of the new plants ensuring they are receiving adequate water.







12 CARRYOVERS	5
Deductions	9
OVERALL MONTHLY MAINTENANCE SCORE	91%

## Additional Services

PALM PRUNING	10
MULCHING	10

**WATER/IRRIGATION MANAGEMENT**

10

**ANNUALS (APPEARANCE, INSECT  
CONTROL, DEADHEADING)**

10

**BEST VIEW OF THE MONTH**





Tab 3





Pond 17 - Undermined & eroded MES on west bank



Pond 17 - Undermined & eroded MES on west bank



Pond 17 – west bank viewing north 18”-24” vertical drop

## Harrison Ranch – Pond 17 (27908.002) SWFWMD Photo Summary 10.30.25 – Page 1





Pond 17 – west bank viewing south 18”-24” vertical drop



Pond 17 – west bank viewing south 18”-24” vertical drop



Pond 17 – west bank viewing north 18”-24” vertical drop



Pond 17 – south bank viewing east 18” vertical drop





Pond 17 – south bank viewing east 18” vertical drop



Pond 17 - Undermined & eroded MES on south bank



Pond 17 – south bank viewing east 18” vertical drop



Pond 17 - Undermined & eroded MES on south bank





Pond 17 - Undermined & eroded MES on south bank



Pond 17 – east bank viewing north 18” vertical drop



Pond 17 - Undermined & eroded MES on south bank



Pond 17 – east bank viewing north 18” vertical drop





Pond 17 – east bank viewing north 18” vertical drop



Pond 17 Control Structure



Pond 17 – east bank viewing north Control Structure inset in bank



Pond 17 Control Structure





Pond 17 Control Structure



Pond 17 – east bank viewing north 18” vertical drop



Pond 17 Control Structure



Pond 17 – Undermined and eroded MES on northeast corner





Pond 17 – Undermined and eroded MES on northeast corner



Pond 17 – north bank viewing west 18"-24" vertical drop



Pond 17 – Undermined and eroded MES on northeast corner



Pond 17 – northeast corner viewing south





Pond 17 – north bank viewing west 18”-24” vertical drop



Pond 17 – west bank viewing south 18”-24” vertical drop





Pond 19 – Bank behind Lot 603 viewing south



Pond 19 – Bank behind Lot 603 viewing northeast



Pond 19 – Bank behind Lot 603 viewing south





Pond 19 – Outfall weir on west side



Pond 19 – Bank behind Lot 602 viewing south



Pond 19 – Bank behind Lot 602 viewing south



Pond 19 – Littoral shelf has +/- 5% plants, needs to have minimum 80%





Pond 19 – Bank behind Lot 602 viewing north



Pond 19 – MES Undermined and eroded



Pond 19 – Bank behind Lot 604 viewing northeast



Pond 19 – MES Undermined and eroded





Pond 19 – Rip rap on southeast corner



Pond 19 – Rip rap on southeast corner



Pond 19 – Rip rap on southeast corner



Pond 19 – viewing west from southeast corner





Pond 35 – east bank +/-18" vertical drop, viewing north



Pond 35 – east bank +/-18" vertical drop, viewing south



Pond 35 – south bank +/-18" vertical drop, viewing west





Pond 35 – MES on south bank undermined and eroded



Pond 35 – MES on south bank undermined and eroded



Pond 35 – MES on south bank undermined and eroded, ruts on bank



Pond 35 – MES on south bank undermined and eroded





Pond 35 – MES on south bank undermined and eroded



Pond 35 – MES on west bank undermined and eroded



Pond 35 – MES on west bank undermined and eroded



Pond 35 – west bank +/-18" vertical drop, viewing north





Pond 35 – west bank +/-18” vertical drop, viewing north



Pond 35 – Control Structure on north bank, no skimmer, large opening



Pond 35 – north bank +/-18” vertical drop, viewing east

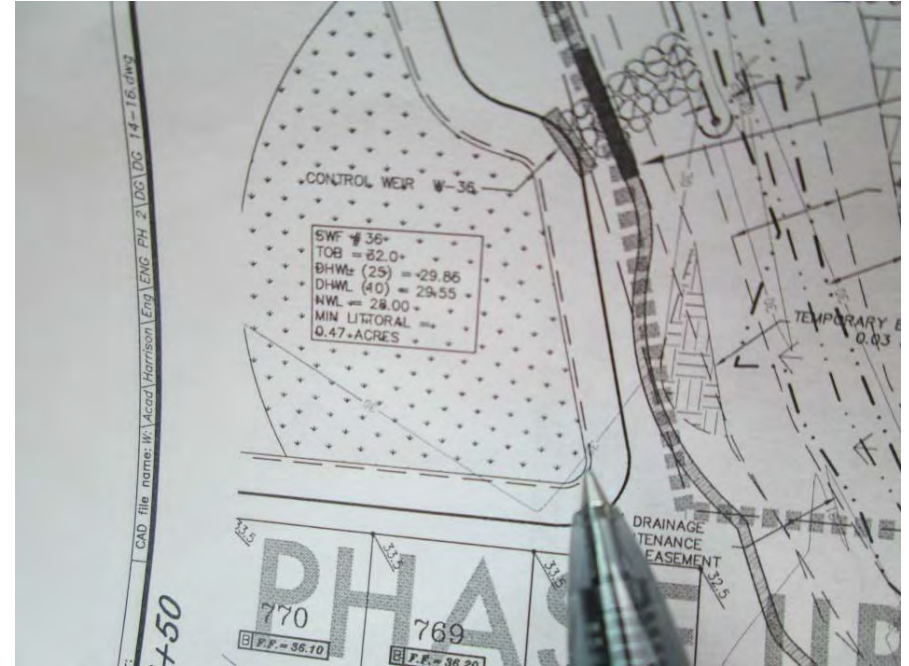


Pond 35 – Control Structure on north bank, no skimmer, large opening





Pond 35 – east bank +/-18" vertical drop, viewing south



Pond 35 – north bank +/-18" vertical drop, viewing west



Pond 36 – southeast corner viewing west





Pond 36 – southeast corner viewing north



Pond 36 – Outfall weir on east bank



Pond 36 – Outfall weir on east bank



Pond 36 – Outfall weir on east bank





Pond 36 – east bank 12''-18'' vertical drop, viewing north



Pond 36 – south bank 18'' vertical drop, viewing west



Pond 36 – viewing west from east bank



Pond 36 – MES on south bank undermined and eroded





Pond 36 – MES on south bank undermined and eroded



Pond 36 – MES on south bank undermined and eroded



Pond 36 – MES on south bank undermined and eroded



Pond 36 – MES on south bank undermined and eroded





Pond 36 – south bank 12” vertical drop, viewing west



Pond 36 – viewing west



Pond 34 – east bank viewing south +/- 18” vertical drop





Pond 34 – north bank viewing west +/- 18” vertical drop



Pond 34 – Control Structure



Pond 34 – Control Structure inset in north bank



Pond 34 – Control Structure, need to excavate 6” under skimmer





Pond 34 – Control Structure, need to excavate 6” under skimmer



Pond 34 – north bank viewing east +/- 18” vertical drop



Pond 34 – north bank viewing west +/- 18” vertical drop



Pond 34 viewing southeast





Swale behind 100<sup>th</sup> Ave E viewing southeast

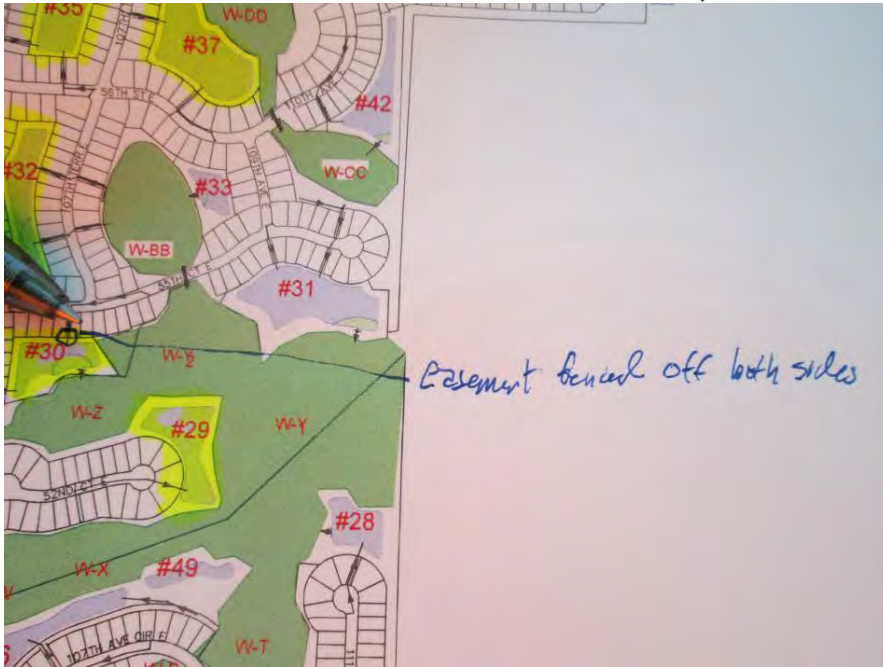


Swale behind 100<sup>th</sup> Ave E viewing northwest

## Harrison Ranch CDD – (27908.010) SWFWMD Photo Summary 10.30.25

3604 53<sup>rd</sup> Ave. East – Bradenton, Florida 34203; Phone: (941) 251-7613





Pond 30 – north bank viewing west



Pond 30 – north easement blocked by fences



Pond 30 – north bank viewing east





Pond 30 – Outfall weir on south side



Pond 30 – Outfall weir on south side



Pond 30 – south bank viewing west



Pond 30 – Outfall weir on south side

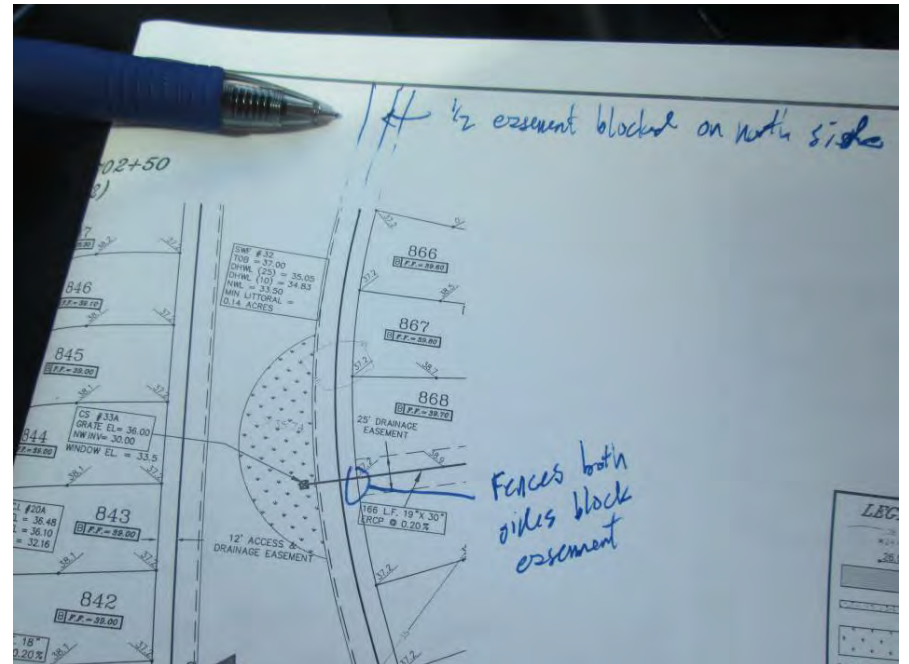




Pond 30 – viewing southeast from northwest corner



Pond 32 – east easement blocked by fences







Pond 32 – northeast easement partially blocked by fence



Pond 32 – northeast MES undermined and eroded



Pond 32 – northeast MES undermined and eroded



Pond 32 – northeast MES undermined and eroded





Pond 32 – east bank viewing south 18” vertical drop



Pond 32 – east bank viewing south



Pond 32 – east bank viewing south 18” vertical drop



Pond 32 – Outfall Control structure on east bank near south side





Pond 32 – Outfall Control structure on east bank near south side



Pond 32 – Outfall Control structure on east bank near south side



Pond 32 – east bank viewing south 18" vertical drop



Pond 32 – south bank viewing west 18" vertical drop





Pond 32 – west bank viewing north



Pond 37 – MES on west bank broken



Pond 37 – MES on west bank broken





Pond 37 – MES on west bank broken



Pond 37 – west bank viewing north



Pond 37 – west bank viewing south



Pond 37 – north bank viewing east





Pond 37 – littoral shelf on northeast portion of pond



Pond 37 – Outfall weir on northeast portion of pond, cut back vegetation 10'



Pond 37 – Outfall weir on northeast portion of pond



Pond 37 – littoral shelf on northeast portion of pond





Pond 29 – swale on southwest corner of pond



Pond 29 – southwest corner of pond



Pond 29 – swale on southwest corner of pond





Pond 29 – southwest corner of pond



Pond 29 – east bank viewing north



Pond 29 – south bank viewing east



Pond 29 – Outfall weir on east side of pond





Pond 29 – Outfall weir on east side of pond



Pond 29 – east bank viewing north



Pond 29 – Outfall weir on east side of pond



Pond 29 – north bank viewing west





Pond 29 – northwest bank viewing southwest



Pond 29 – swale on northwest portion of pond

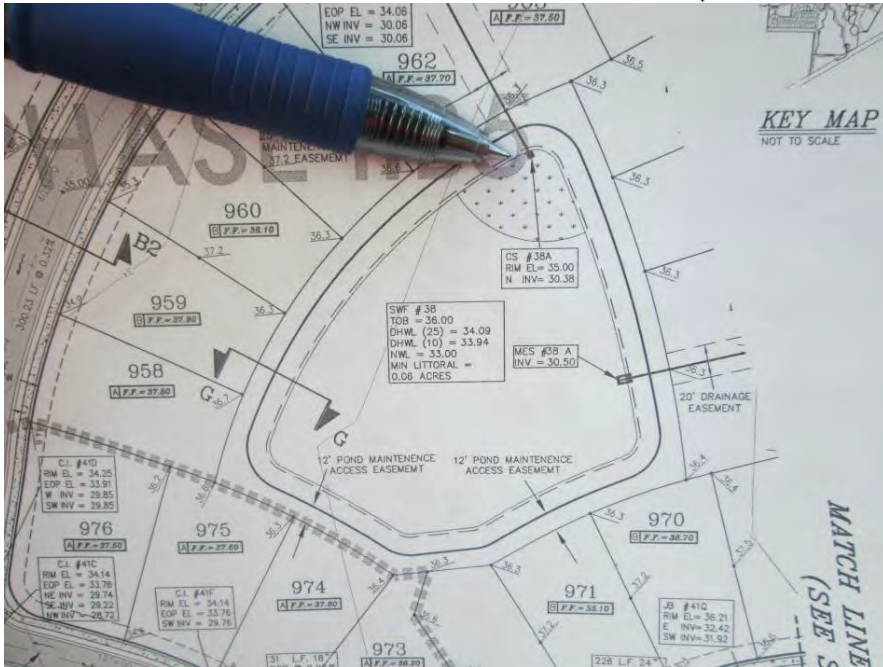


Pond 29 – swale on northwest portion of pond, steep banks



Pond 29 – swale on northwest portion of pond, steep banks





Pond 38 – northeast corner viewing southwest



Pond 38 – northeast corner viewing south



Pond 38 – Control Structure in northeast corner of pond





Pond 38 – Control Structure in northeast corner of pond



Pond 39 – southwest corner viewing north



Pond 38 – northwest bank viewing southwest

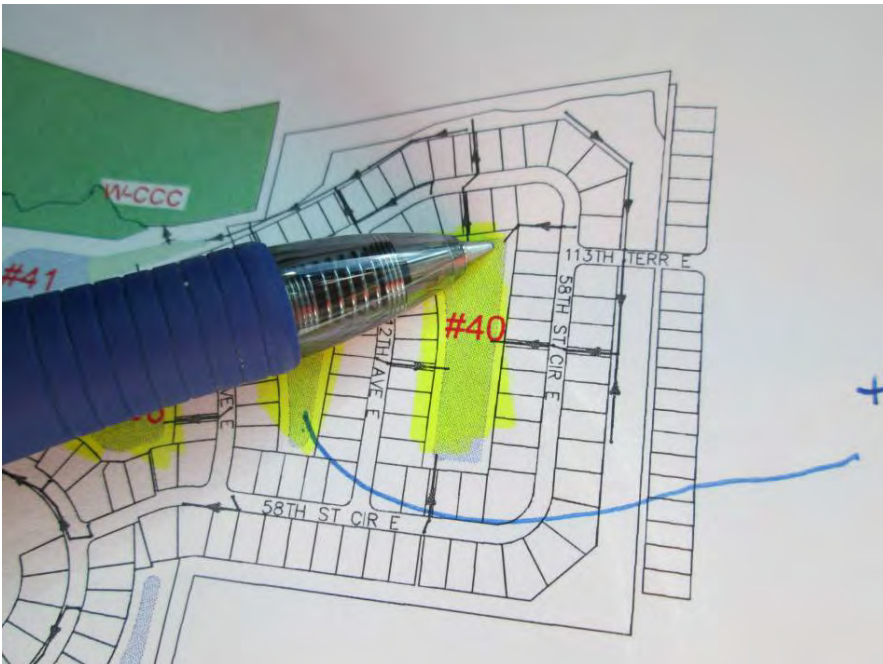




Pond 39 – southeast corner viewing north



Pond 40 – northeast corner viewing south



Pond 40 – northeast corner viewing west





Pond 40 – Control Structure on north bank



Pond 40 – Control Structure on north bank



Pond 40 – Control Structure on north bank



Pond 40 – Easement to Control Structure on north bank blocked by fences





Pond 40 – fence in easement at northeast corner of pond



Pond 40 – viewing south



Tab 4





Rizzetta & Company

#### UPCOMING DATES TO REMEMBER

- **Next Meeting:** January 12, 2026 @ 6:30pm
- **Series 2017 Bonds Eligible for Refunding:** May 1, 2038
- **Quarterly Website Compliance Audit:** Completed, 100% in compliance

## District Manager's Report

December 8th

# 2025

H  
A  
R  
R  
I  
S  
O  
N  
  
R  
A  
N  
C  
H

#### FINANCIAL SUMMARY

10/31/2025

General Fund Cash & Investment Balance:	\$385,568
Reserve Fund Cash & Investment Balance:	\$556,507
Debt Service Fund Investment Balance:	\$140,037
Total Cash and Investment Balances:	\$2,336,175

**General Fund Expense Variance:    \$44,878    Under Budget**



Tab 5





Rizzetta & Company

# **Harrison Ranch Community Development District**

---

**Financial Statements  
(Unaudited)**

**August 31, 2025**

**Prepared by: Rizzetta & Company, Inc.**

[harrisonranchcdd.org](http://harrisonranchcdd.org)  
[rizzetta.com](http://rizzetta.com)



**Harrison Ranch Community Development District**

Balance Sheet

As of 08/31/2025

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
<b>Assets</b>						
Cash In Bank	120,808	0	0	120,808	0	0
Investments	510,603	561,283	132,378	1,204,264	0	0
Prepaid Expenses	11,825	0	0	11,825	0	0
Refundable Deposits	12,992	0	0	12,992	0	0
Fixed Assets	0	0	0	0	14,420,190	0
Amount Available in Debt Service	0	0	0	0	0	132,378
Amount To Be Provided Debt Service	0	0	0	0	0	2,787,622
<b>Total Assets</b>	<b>656,228</b>	<b>561,283</b>	<b>132,378</b>	<b>1,349,889</b>	<b>14,420,190</b>	<b>2,920,000</b>
<b>Liabilities</b>						
Accounts Payable	9,800	0	0	9,800	0	0
Accrued Expenses	16,582	0	0	16,582	0	0
Other Current Liabilities	81	0	0	81	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	2,920,000
<b>Total Liabilities</b>	<b>26,463</b>	<b>0</b>	<b>0</b>	<b>26,463</b>	<b>0</b>	<b>2,920,000</b>
<b>Fund Equity &amp; Other Credits</b>						
Beginning Fund Balance	598,831	450,343	120,419	1,169,592	0	0
Investment In General Fixed Assets	0	0	0	0	14,420,190	0
Net Change in Fund Balance	30,934	110,940	11,959	153,834	0	0
<b>Total Fund Equity &amp; Other Credits</b>	<b>629,765</b>	<b>561,283</b>	<b>132,378</b>	<b>1,323,426</b>	<b>14,420,190</b>	<b>0</b>
<b>Total Liabilities &amp; Fund Equity</b>	<b>656,228</b>	<b>561,283</b>	<b>132,378</b>	<b>1,349,889</b>	<b>14,420,190</b>	<b>2,920,000</b>

See Notes to Unaudited Financial Statements



**Harrison Ranch Community Development District**

## Statement of Revenues and Expenditures

As of 08/31/2025

(In Whole Numbers)

	Year Ending 09/30/2025 Annual Budget	Through 08/31/2025 YTD Budget	Month Ending 08/31/2025 MTD Actual	Year To Date 08/31/2025 YTD Actual	YTD Variance
<b>Revenues</b>					
Interest Earnings					
Interest Earnings	10,000	9,167	1,788	14,918	5,751
Special Assessments					
Tax Roll	1,646,509	1,646,509	0	1,670,805	24,296
Other Misc. Revenues					
Clubhouse Rentals	5,000	4,583	280	4,726	143
Community Activity Revenue	4,000	3,667	281	1,984	(1,683)
Events & Sponsorships	3,000	2,750	0	0	(2,750)
Key/Access/Transponder Revenue	1,000	916	0	374	(543)
Lease Revenue	1,200	1,100	472	3,367	2,268
Miscellaneous Revenue	3,000	2,750	10,729	15,729	12,979
<b>Total Revenues</b>	<b>1,673,709</b>	<b>1,671,442</b>	<b>13,550</b>	<b>1,711,903</b>	<b>40,461</b>
<b>Expenditures</b>					
Legislative					
Supervisor Fees	14,000	12,833	1,001	9,600	3,233
<b>Total Legislative</b>	<b>14,000</b>	<b>12,833</b>	<b>1,001</b>	<b>9,600</b>	<b>3,233</b>
Financial & Administrative					
Accounting Services	21,424	19,639	1,785	19,638	0
Administrative Services	6,212	5,694	518	5,695	0
Assessment Roll	5,624	5,624	0	5,624	0
Auditing Services	3,600	3,600	3,195	3,195	405
Bank Fees	250	229	21	263	(33)
District Engineer	20,000	18,333	1,006	10,154	8,179
District Management	28,850	26,446	2,404	26,445	0
Dues, Licenses & Fees	2,100	2,100	0	2,635	(535)
Financial & Revenue Collections	5,624	5,155	469	5,156	0
Legal Advertising	1,200	1,100	0	967	132
Public Officials Liability Insurance	3,755	3,755	0	3,364	391
Trustees Fees	4,100	4,100	0	3,704	396
Website Hosting, Maintenance, Backup & E	3,915	3,738	200	3,738	0
<b>Total Financial &amp; Administrative</b>	<b>106,654</b>	<b>99,513</b>	<b>9,598</b>	<b>90,578</b>	<b>8,935</b>
Legal Counsel					
District Counsel	32,000	29,333	6,634	32,173	(2,840)
<b>Total Legal Counsel</b>	<b>32,000</b>	<b>29,333</b>	<b>6,634</b>	<b>32,173</b>	<b>(2,840)</b>
Electric Utility Services					
Utility - Recreation Facilities	38,500	35,292	3,220	31,467	3,825
Utility - Street Lights	40,000	36,666	2,672	30,105	6,562
Utility Services	5,000	4,584	411	3,878	705
<b>Total Electric Utility Services</b>	<b>83,500</b>	<b>76,542</b>	<b>6,303</b>	<b>65,450</b>	<b>11,092</b>
Water-Sewer Combination Services					
Utility Services	43,500	39,875	844	41,858	(1,984)
<b>Total Water-Sewer Combination Services</b>	<b>43,500</b>	<b>39,875</b>	<b>844</b>	<b>41,858</b>	<b>(1,984)</b>

See Notes to Unaudited Financial Statements



**Harrison Ranch Community Development District**

## Statement of Revenues and Expenditures

As of 08/31/2025

(In Whole Numbers)

	Year Ending 09/30/2025 Annual Budget	Through 08/31/2025 YTD Budget	Month Ending 08/31/2025 MTD Actual	Year To Date 08/31/2025 YTD Actual	YTD Variance
Stormwater Control					
Aerator Maintenance	2,500	2,291	0	1,200	1,092
Aquatic Maintenance	70,800	64,900	5,664	69,445	(4,545)
Aquatic Plant Replacement	25,000	25,000	0	24,700	300
Catfish Removal	2,152	1,973	0	0	1,973
Fish Stocking	4,000	4,000	0	5,000	(1,000)
Lake/Pond Bank Maintenance & Repair	135,000	135,000	0	139,506	(4,506)
Midge Fly Treatments	20,526	18,816	0	10,263	8,552
Total Stormwater Control	259,978	251,980	5,664	250,114	1,866
Other Physical Environment					
Conservation & Weir Maintenance Contract	20,000	18,333	0	0	18,333
Entry & Walls Maintenance & Repair	1,500	1,500	0	1,930	(430)
Fire Ant Treatment	10,000	9,166	0	8,180	987
General Liability & Property Insurance	33,882	33,882	0	35,422	(1,540)
Holiday Decorations	15,000	15,000	0	23,055	(8,054)
Hurricane Related Expenses	0	0	0	118,475	(118,475)
Irrigation Maintenance	43,200	39,600	3,322	36,595	3,004
Irrigation Repair	40,000	36,667	705	12,864	23,803
Landscape - Annuals/Flowers	20,000	18,333	0	19,388	(1,054)
Landscape - Fertilizer	46,528	46,528	0	68,656	(22,128)
Landscape - Mulch	50,000	50,000	0	48,387	1,612
Landscape - Pest Control	10,203	9,353	0	2,501	6,852
Landscape Maintenance	327,457	300,169	28,138	302,956	(2,787)
Landscape Replacement Plants, Shrubs, Tr	20,000	20,000	0	26,598	(6,598)
Trail/Bike Path Maintenance	25,000	22,917	0	0	22,917
Tree Trimming Services	25,000	22,916	0	3,220	19,697
Total Other Physical Environment	687,770	644,364	32,165	708,227	(63,861)
Road & Street Facilities					
Parking Lot Repair & Maintenance	500	458	0	0	458
Sidewalk Maintenance & Repair	2,500	2,292	0	0	2,291
Street Light/Decorative Light Maintenance	70,000	69,167	5,160	84,566	(15,399)
Street Sign Repair & Replacement	2,000	1,833	0	0	1,833
Total Road & Street Facilities	75,000	73,750	5,160	84,566	(10,817)
Parks & Recreation					
Access Control Maintenance & Repair	3,500	3,208	399	399	2,809
Athletic Court/Field/Playground Maintenance	500	459	0	9,385	(8,927)
Clubhouse Facility Janitorial Supplies	1,400	1,283	121	1,691	(407)
Clubhouse Janitorial Services	9,600	8,800	2,350	7,950	850
Clubhouse Maintenance & Repair	10,000	9,166	0	9,224	(58)
Clubhouse Programs/Events	40,000	39,667	154	38,846	821
Computer Support, Maintenance & Repair	500	458	0	179	279
Employee - Salaries	171,749	171,437	26,796	185,148	(13,711)
Facility A/C & Heating Maintenance &	2,808	2,574	505	1,264	1,310

See Notes to Unaudited Financial Statements



**Harrison Ranch Community Development District**

## Statement of Revenues and Expenditures

As of 08/31/2025

(In Whole Numbers)

	Year Ending 09/30/2025 Annual Budget	Through 08/31/2025 YTD Budget	Month Ending 08/31/2025 MTD Actual	Year To Date 08/31/2025 YTD Actual	YTD Variance
Rep					
Fitness Equipment Maintenance & Repair	1,000	916	963	3,503	(2,586)
Furniture Repair & Replacement	1,200	1,100	0	806	294
Interior Clubhouse Maintenance & Repairs	4,000	3,667	0	98	3,568
Management Contract	13,200	12,100	750	8,250	3,850
Office Supplies	1,000	917	10	816	101
Pest Control	700	641	0	400	242
Playground Equipment & Maintenance	1,000	917	0	0	916
Pool Furniture Replacement	1,500	1,375	0	500	875
Pool Repairs	10,000	10,000	0	30,408	(20,408)
Pool Service Contract	57,000	52,250	5,280	52,040	210
Security & Fire Monitoring Services	1,000	917	1,285	2,702	(1,785)
Security System Monitoring Services & Ma	10,000	9,166	7,224	18,455	(9,289)
Telephone, Internet, Cable	12,000	11,000	2,062	12,764	(1,764)
Tennis Court Maintenance & Supplies	1,250	1,146	0	0	1,146
Wildlife Management Services	14,400	13,200	1,200	13,200	0
Total Parks & Recreation	369,307	356,364	49,099	398,028	(41,664)
Contingency					
Miscellaneous Contingency	2,000	1,833	0	864	969
Total Contingency	2,000	1,833	0	864	969
Total Expenditures	1,673,709	1,586,387	116,468	1,681,458	(95,071)
Total Excess of Revenues Over(Under) Expenditures	0	85,055	(102,918)	30,445	(54,610)
Total Other Financing Sources(Uses)					
Prior Year AP Credit					
Prior Year A/P Credits	0	0	0	489	489
Total Other Financing Sources(Uses)	0	0	0	489	489
Fund Balance, Beginning of Period	0	0	732,683	598,831	598,831
Total Fund Balance, End of Period	0	85,055	629,765	629,765	544,710

See Notes to Unaudited Financial Statements



Harrison Ranch Community Development District  
Statement of Revenues and Expenditures  
As of 08/31/2025  
(In Whole Numbers)

	Year Ending 09/30/2025 Annual Budget	Through 08/31/2025 YTD Budget	Month Ending 08/31/2025 MTD Actual	Year To Date 08/31/2025 YTD Actual	YTD Variance
Revenues					
Interest Earnings					
Interest Earnings	0	0	2,068	18,488	18,488
Special Assessments					
Tax Roll	122,818	122,818	0	122,818	0
Total Revenues	122,818	122,818	2,068	141,306	18,488
Expenditures					
Contingency					
Capital Reserve	122,818	122,818	0	30,365	92,453
Total Contingency	122,818	122,818	0	30,365	92,453
Total Expenditures	122,818	122,818	0	30,365	92,453
Total Excess of Revenues Over(Under) Ex- penditures	0	0	2,068	110,941	110,941
Fund Balance, Beginning of Period	0	0	559,215	450,342	450,342
Total Fund Balance, End of Period	0	0	561,283	561,283	561,283



**Harrison Ranch Community Development District**

## Statement of Revenues and Expenditures

As of 08/31/2025

(In Whole Numbers)

	Year Ending 09/30/2025 Annual Budget	Through 08/31/2025 YTD Budget	Month Ending 08/31/2025 MTD Actual	Year To Date 08/31/2025 YTD Actual	YTD Variance
<b>Revenues</b>					
Interest Earnings					
Interest Earnings	0	0	439	6,418	6,418
Special Assessments					
Tax Roll	282,515	282,515	0	286,291	3,776
<b>Total Revenues</b>	<b>282,515</b>	<b>282,515</b>	<b>439</b>	<b>292,709</b>	<b>10,194</b>
<b>Expenditures</b>					
Debt Service					
Interest	102,515	102,515	0	100,750	1,765
Principal	180,000	180,000	0	180,000	0
<b>Total Debt Service</b>	<b>282,515</b>	<b>282,515</b>	<b>0</b>	<b>280,750</b>	<b>1,765</b>
<b>Total Expenditures</b>	<b>282,515</b>	<b>282,515</b>	<b>0</b>	<b>280,750</b>	<b>1,765</b>
<b>Total Excess of Revenues Over(Under) Ex-</b>	<b>0</b>	<b>0</b>	<b>439</b>	<b>11,959</b>	<b>11,959</b>
<b>penditures</b>					
<b>Fund Balance, Beginning of Period</b>	<b>0</b>	<b>0</b>	<b>131,939</b>	<b>120,419</b>	<b>120,419</b>
<b>Total Fund Balance, End of Period</b>	<b>0</b>	<b>0</b>	<b>132,378</b>	<b>132,378</b>	<b>132,378</b>

See Notes to Unaudited Financial Statements



**Harrison Ranch CDD**  
**Investment Summary**  
**August 31, 2025**

<u><b>Account</b></u>	<u><b>Investment</b></u>	<u><b>Yield</b></u>	<u><b>Balance as of</b></u> <u><b>August 31, 2025</b></u>
Valley National Bank	Governmental Checking/ICS	4.00%	\$ 377,735
FL CLASS General	Average Monthly Yield 4.3466%	4.35%	132,868
<b>Total General Fund Investments</b>			<u><u><b>\$ 510,603</b></u></u>
Valley National Bank	Governmental Checking/ICS	4.00%	\$ 1,236
FL CLASS Enhanced Cash Reserve	Average Monthly Yield 4.3466%	4.35%	560,047
<b>Total Reserve Fund Investments</b>			<u><u><b>\$ 561,283</b></u></u>
US Bank Series 2017 Revenue	First American Treasury Obligation Fund Class Y	4.00%	\$ 102,621
US Bank Series 2017 Reserve	First American Treasury Obligation Fund Class Y	4.00%	28,248
US Bank Series 2017 Prepayment	First American Treasury Obligation Fund Class Y	4.00%	1,509
<b>Total Debt Service Fund Investments</b>			<u><u><b>\$ 132,378</b></u></u>

FirstService Financial, an affiliate by ownership to your management company Rizzetta & Company, provides banking solutions exclusively to clients of Rizzetta & Company. FirstService Financial receives a monthly administration fee from partner financial institutions for our assistance with the development, placement, service, and maintenance of our banking programs without impacting the interest our clients earn on their funds. The monthly administration fee varies as it is negotiated with each participating financial institution.



**Harrison Ranch Community Development District  
Summary A/P Ledger  
From 08/01/2025 to 08/31/2025**

	<b>Fund Name</b>	<b>GL posting date</b>	<b>Vendor name</b>	<b>Document number</b>	<b>Description</b>	<b>Balance Due</b>
<b>362, 2432</b>						
	362 General Fund	08/26/2025	FitRev, Inc.	35848	Fitness Equipment Maintenance 08/25	787.78
	362 General Fund	08/07/2025	Frontier Florida, LLC	941-776-3095-090719	5755 Harrison Ranch Blvd 08/25	644.65
	362 General Fund	08/22/2025	Landscape Maintenance Professionals, Inc.	351696	Irrigation Repairs 08/25	705.00
	362 General Fund	08/19/2025	Manatee County Utilities Department	100136468 07/25 ACH	10402 55TH LN E 07/25	31.12
	362 General Fund	08/11/2025	Marlin Business Bank	21856533 ACH	Copystar Copier - Account # 1613410 08/25	389.34
	362 General Fund	08/29/2025	Rizzetta & Company, Inc.	INV0000102363	Personnel Reimbursement 08/25	6,393.09
	362 General Fund	08/01/2025	Valley National Bank	Valley Bank CC 073125 ACH	Credit Card Expenses 07/25	9.96
	362 General Fund	08/01/2025	Valley National Bank	Valley Bank CC 073125 ACH	Credit Card Expenses 07/25	153.98
	362 General Fund	08/01/2025	Valley National Bank	Valley Bank CC 073125 ACH	Credit Card Expenses 07/25	121.03
	362 General Fund	08/01/2025	Valley National Bank	Valley Bank CC 073125 ACH	Credit Card Expenses 07/25	399.00
	362 General Fund	08/01/2025	Valley National Bank	Valley Bank CC 073125 ACH	Credit Card Expenses 07/25	164.92
<b>Sum for 362, 2432</b>						<b>9,799.87</b>
<b>Sum for 362</b>						<b>9,799.87</b>
<b>Sum Total</b>						<b>9,799.87</b>



**Harrison Ranch Community Development District**  
**Notes to Unaudited Financial Statements**  
**August 31, 2025**

**Balance Sheet**

1. Trust statement activity has been recorded through 08/31/25.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.





Rizzetta & Company

# **Harrison Ranch Community Development District**

---

## **Financial Statements (Unaudited)**

**October 31, 2025**

**Prepared by: Rizzetta & Company, Inc.**

[harrisonranchcdd.org](http://harrisonranchcdd.org)  
[rizzetta.com](http://rizzetta.com)



**Harrison Ranch Community Development District**

Balance Sheet

As of 10/31/2025

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
<b>Assets</b>						
Cash In Bank	72,195	(8,791)	1,353	64,758	0	0
Investments	313,373	565,298	140,037	1,018,707	0	0
Accounts Receivable	1,695,596	122,818	281,857	2,100,271	0	0
Refundable Deposits	12,992	0	0	12,993	0	0
Fixed Assets	0	0	0	0	14,420,190	0
Amount Available in Debt Service	0	0	0	0	0	423,247
Amount To Be Provided Debt Service	0	0	0	0	0	2,496,753
<b>Total Assets</b>	<b>2,094,156</b>	<b>679,325</b>	<b>423,247</b>	<b>3,196,729</b>	<b>14,420,190</b>	<b>2,920,000</b>
<b>Liabilities</b>						
Accounts Payable	25,791	0	0	25,791	0	0
Accrued Expenses	8,997	0	0	8,997	0	0
Other Current Liabilities	152	0	0	152	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	2,920,000
<b>Total Liabilities</b>	<b>34,940</b>	<b>0</b>	<b>0</b>	<b>34,940</b>	<b>0</b>	<b>2,920,000</b>
<b>Fund Equity &amp; Other Credits</b>						
Beginning Fund Balance	515,525	554,479	139,609	1,209,613	0	0
Investment In General Fixed Assets	0	0	0	0	14,420,190	0
Net Change in Fund Balance	1,543,691	124,846	283,638	1,952,176	0	0
<b>Total Fund Equity &amp; Other Credits</b>	<b>2,059,216</b>	<b>679,325</b>	<b>423,247</b>	<b>3,161,789</b>	<b>14,420,190</b>	<b>0</b>
<b>Total Liabilities &amp; Fund Equity</b>	<b>2,094,156</b>	<b>679,325</b>	<b>423,247</b>	<b>3,196,729</b>	<b>14,420,190</b>	<b>2,920,000</b>

See Notes to Unaudited Financial Statements



## 362 General Fund

**Harrison Ranch Community Development District**  
**Statement of Revenues and Expenditures**  
**As of 10/31/2025**  
**(In Whole Numbers)**

	Year Ending 09/30/2026 Annual Budget	Through 10/31/2025 YTD Budget	Month Ending 10/31/2025 MTD Actual	Year To Date 10/31/2025 YTD Actual	YTD Variance
<b>Revenues</b>					
Interest Earnings					
Interest Earnings	10,000	833	1,085	1,085	251
Special Assessments					
Tax Roll	1,695,395	1,695,395	1,704,311	1,704,311	8,917
Other Misc. Revenues					
Clubhouse Rentals	5,000	417	1,028	1,028	611
Community Activity Revenue	4,000	333	0	0	(333)
Events & Sponsorships	3,000	250	0	0	(250)
Key/Access/Transponder Revenue	1,000	84	164	164	80
Lease Revenue	1,200	100	845	845	746
Miscellaneous Revenue	3,000	250	141	141	(110)
<b>Total Revenues</b>	<b>1,722,595</b>	<b>1,697,662</b>	<b>1,707,574</b>	<b>1,707,574</b>	<b>9,912</b>
<b>Expenditures</b>					
Legislative					
Supervisor Fees	14,000	1,167	600	600	567
<b>Total Legislative</b>	<b>14,000</b>	<b>1,167</b>	<b>600</b>	<b>600</b>	<b>567</b>
Financial & Administrative					
Accounting Services	22,067	1,839	1,839	1,839	0
Administrative Services	6,398	533	533	533	0
Assessment Roll	5,793	5,793	5,793	5,793	0
Auditing Services	3,800	0	0	0	0
Bank Fees	300	25	73	73	(48)
District Engineer	25,000	2,083	5,082	5,082	(2,998)
District Management	29,716	2,477	2,476	2,476	0
Dues, Licenses & Fees	2,700	2,700	175	175	2,525
Financial & Revenue Collections	5,793	483	483	483	0
Legal Advertising	1,000	83	28	28	55
Public Officials Liability Insurance	4,506	4,506	3,566	3,566	940
Trustees Fees	4,100	4,100	3,704	3,704	396
Website Hosting, Maintenance, Backup & E	4,138	345	200	200	145
<b>Total Financial &amp; Administrative</b>	<b>115,311</b>	<b>24,967</b>	<b>23,952</b>	<b>23,952</b>	<b>1,015</b>
Legal Counsel					
District Counsel	33,500	2,791	5,000	5,000	(2,208)
<b>Total Legal Counsel</b>	<b>33,500</b>	<b>2,791</b>	<b>5,000</b>	<b>5,000</b>	<b>(2,208)</b>
Electric Utility Services					
Utility - Recreation Facilities	38,500	3,209	2,517	2,517	690
Utility - Street Lights	40,000	3,333	2,698	2,698	636
Utility Services	5,500	458	386	386	72
<b>Total Electric Utility Services</b>	<b>84,000</b>	<b>7,000</b>	<b>5,601</b>	<b>5,601</b>	<b>1,398</b>
Water-Sewer Combination Services					
Utility Services	45,500	3,792	3,347	3,347	445
<b>Total Water-Sewer Combination Services</b>	<b>45,500</b>	<b>3,792</b>	<b>3,347</b>	<b>3,347</b>	<b>445</b>

See Notes to Unaudited Financial Statements



## 362 General Fund

**Harrison Ranch Community Development District**  
Statement of Revenues and Expenditures  
As of 10/31/2025  
(In Whole Numbers)

	Year Ending 09/30/2026 Annual Budget	Through 10/31/2025 YTD Budget	Month Ending 10/31/2025 MTD Actual	Year To Date 10/31/2025 YTD Actual	YTD Variance
Stormwater Control					
Aerator Maintenance	2,500	208	300	300	(92)
Aquatic Maintenance	70,800	5,900	5,664	5,664	236
Aquatic Plant Replacement	25,000	2,084	0	0	2,083
Catfish Removal	2,152	179	0	0	180
Fish Stocking	4,000	333	0	0	333
Lake/Pond Bank Maintenance & Repair	100,000	8,334	0	0	8,333
Midge Fly Treatments	20,526	1,710	0	0	1,711
Total Stormwater Control	224,978	18,748	5,964	5,964	12,784
Other Physical Environment					
Conservation & Weir Maintenance Contract	10,000	833	0	0	833
Entry & Walls Maintenance & Repair	1,500	125	0	0	125
Fire Ant Treatment	10,197	850	0	0	850
General Liability & Property Insurance	40,659	40,659	36,439	36,439	4,220
Holiday Decorations	22,500	11,250	10,777	10,777	473
Irrigation Maintenance	43,200	3,600	3,322	3,322	278
Irrigation Repair	33,500	2,792	5,247	5,247	(2,455)
Landscape - Annuals/Flowers	20,000	1,667	0	0	1,667
Landscape - Fertilizer	47,915	3,992	0	0	3,993
Landscape - Mulch	55,000	4,584	0	0	4,583
Landscape - Pest Control	10,509	876	0	0	876
Landscape Maintenance	337,288	28,107	20,247	20,247	7,860
Landscape Replacement Plants, Shrubs, Tr	20,000	1,667	0	0	1,667
Trail/Bike Path Maintenance	15,000	1,250	0	0	1,250
Tree Trimming Services	15,000	1,250	0	0	1,250
Total Other Physical Environment	682,268	103,502	76,032	76,032	27,470
Road & Street Facilities					
Parking Lot Repair & Maintenance	500	41	0	0	41
Sidewalk Maintenance & Repair	2,500	209	0	0	209
Street Light/Decorative Light Maintenance	85,000	7,083	7,252	7,252	(169)
Street Sign Repair & Replacement	2,000	167	0	0	167
Total Road & Street Facilities	90,000	7,500	7,252	7,252	248
Parks & Recreation					
Access Control Maintenance & Repair	2,000	166	0	0	166
Athletic Court/Field/Playground Maintenance	3,000	250	0	0	250
Clubhouse Facility Janitorial Supplies	1,700	142	139	139	3
Clubhouse Janitorial Services	10,400	867	0	0	867
Clubhouse Maintenance & Repair	10,000	833	4,886	4,886	(4,053)
Clubhouse Programs/Events	40,000	3,333	1,276	1,276	2,058
Computer Support, Maintenance & Repair	500	42	0	0	41
Employee - Salaries	221,209	18,434	15,763	15,763	2,671
Facility A/C & Heating Maintenance & Rep	1,400	117	356	356	(239)

See Notes to Unaudited Financial Statements



## 362 General Fund

**Harrison Ranch Community Development District**  
Statement of Revenues and Expenditures  
As of 10/31/2025  
(In Whole Numbers)

	Year Ending 09/30/2026 Annual Budget	Through 10/31/2025 YTD Budget	Month Ending 10/31/2025 MTD Actual	Year To Date 10/31/2025 YTD Actual	YTD Variance
Fitness Equipment Maintenance & Repair	2,400	200	0	0	200
Furniture Repair & Replacement	1,200	100	0	0	100
Interior Clubhouse Maintenance & Repairs	2,000	2,000	2,389	2,389	(389)
Management Contract	13,200	1,100	0	0	1,100
Office Supplies	1,000	83	0	0	83
Pest Control	700	58	100	100	(42)
Playground Equipment & Maintenance	1,000	84	0	0	84
Pool Furniture Replacement	1,500	125	0	0	125
Pool Repairs	10,000	833	0	0	833
Pool Service Contract	52,800	4,400	4,400	4,400	0
Security & Fire Monitoring Services	1,500	1,500	4,469	4,469	(2,970)
Security System Monitoring Services & Ma	12,879	1,073	0	0	1,074
Telephone, Internet, Cable	12,000	1,000	1,157	1,157	(157)
Tennis Court Maintenance & Supplies	1,250	104	0	0	104
Wildlife Management Services	14,400	1,200	1,200	1,200	0
Total Parks & Recreation	418,038	38,044	36,135	36,135	1,909
Contingency					
Miscellaneous Contingency	15,000	1,250	0	0	1,250
Total Contingency	15,000	1,250	0	0	1,250
Total Expenditures	1,722,595	208,761	163,883	163,883	44,878
Total Excess of Revenues Over(Under) Expenditures	0	1,488,901	1,543,691	1,543,691	54,790
Fund Balance, Beginning of Period	0	0	515,525	515,525	515,526
Total Fund Balance, End of Period	0	1,488,901	2,059,216	2,059,216	570,316

See Notes to Unaudited Financial Statements



## 362 Reserve Fund

**Harrison Ranch Community Development District**  
Statement of Revenues and Expenditures  
As of 10/31/2025  
(In Whole Numbers)

	Year Ending 09/30/2026 Annual Budget	Through 10/31/2025 YTD Budget	Month Ending 10/31/2025 MTD Actual	Year To Date 10/31/2025 YTD Actual	YTD Variance
<b>Revenues</b>					
Interest Earnings					
Interest Earnings	0	0	2,028	2,028	2,028
Special Assessments					
Tax Roll	122,818	122,818	122,818	122,818	0
<b>Total Revenues</b>	<b>122,818</b>	<b>122,818</b>	<b>124,846</b>	<b>124,846</b>	<b>2,028</b>
<b>Expenditures</b>					
Contingency					
Capital Reserve	122,818	122,818	0	0	122,818
Total Contingency	122,818	122,818	0	0	122,818
<b>Total Expenditures</b>	<b>122,818</b>	<b>122,818</b>	<b>0</b>	<b>0</b>	<b>122,818</b>
<b>Total Excess of Revenues Over(Under) Ex-</b> <b>penditures</b>	<b>0</b>	<b>0</b>	<b>124,846</b>	<b>124,846</b>	<b>124,846</b>
<b>Fund Balance, Beginning of Period</b>	<b>0</b>	<b>0</b>	<b>554,479</b>	<b>554,479</b>	<b>554,479</b>
<b>Total Fund Balance, End of Period</b>	<b>0</b>	<b>0</b>	<b>679,325</b>	<b>679,325</b>	<b>679,325</b>

See Notes to Unaudited Financial Statements



362 Debt Service Fund S2017

**Harrison Ranch Community Development District**  
Statement of Revenues and Expenditures  
As of 10/31/2025  
(In Whole Numbers)

	Year Ending 09/30/2026 Annual Budget	Through 10/31/2025 YTD Budget	Month Ending 10/31/2025 MTD Actual	Year To Date 10/31/2025 YTD Actual	YTD Variance
<b>Revenues</b>					
Interest Earnings					
Interest Earnings	0	0	428	428	428
Special Assessments					
Tax Roll	282,515	282,515	283,211	283,211	696
<b>Total Revenues</b>	<b>282,515</b>	<b>282,515</b>	<b>283,639</b>	<b>283,639</b>	<b>1,124</b>
<b>Expenditures</b>					
Debt Service					
Interest	92,515	92,515	0	0	92,515
Principal	190,000	190,000	0	0	190,000
Total Debt Service	282,515	282,515	0	0	282,515
<b>Total Expenditures</b>	<b>282,515</b>	<b>282,515</b>	<b>0</b>	<b>0</b>	<b>282,515</b>
<b>Total Excess of Revenues Over(Under) Ex-</b>	<b>0</b>	<b>0</b>	<b>283,639</b>	<b>283,639</b>	<b>283,639</b>
<b>penditures</b>					
Fund Balance, Beginning of Period	0	0	139,608	139,608	139,608
<b>Total Fund Balance, End of Period</b>	<b>0</b>	<b>0</b>	<b>423,247</b>	<b>423,247</b>	<b>423,247</b>

See Notes to Unaudited Financial Statements



**Harrison Ranch CDD**  
**Investment Summary**  
**October 31, 2025**

<u><b>Account</b></u>	<u><b>Investment</b></u>	<u><b>Yield</b></u>	<u><b>Balance as of October 31, 2025</b></u>
Valley National Bank	Governmental Checking/ICS	4.00%	\$ 179,555
FL CLASS General	Average Monthly Yield	4.23%	133,818
<b>Total General Fund Investments</b>			<u><u><b>\$ 313,373</b></u></u>
Valley National Bank	Governmental Checking/ICS	4.00%	\$ 1,244
FL CLASS Enhanced Cash Reserve	Average Monthly Yield	4.23%	564,054
<b>Total Reserve Fund Investments</b>			<u><u><b>\$ 565,298</b></u></u>
US Bank Series 2017 Revenue	First American Treasury Obligation Fund Class Y	4.00%	\$ 103,489
US Bank Series 2017 Reserve	First American Treasury Obligation Fund Class Y	4.00%	28,248
US Bank Series 2017 Prepayment	First American Treasury Obligation Fund Class Y	4.00%	8,300
<b>Total Debt Service Fund Investments</b>			<u><u><b>\$ 140,037</b></u></u>

FirstService Financial, an affiliate by ownership to your management company Rizzetta & Company, provides banking solutions exclusively to clients of Rizzetta & Company. FirstService Financial receives a monthly administration fee from partner financial institutions for our assistance with the development, placement, service, and maintenance of our banking programs without impacting the interest our clients earn on their funds. The monthly administration fee varies as it is negotiated with each participating financial institution.



**Harrison Ranch Community Development District**  
**Summary A/R Ledger**  
**From 10/01/2025 to 10/31/2025**

	<b>Fund_ID</b>	<b>Fund Name</b>	<b>Customer</b>	<b>Invoice Number</b>	<b>AR Account</b>	<b>Date</b>	<b>Balance Due</b>
<b>362, 2432</b>							
	362-001	362 General Fund	Manatee County Tax Collector	AR00002914	12110	10/01/2025	1,695,396.37
	362-001	362 General Fund	Willow Bend HOA	AR00002839	11510	10/01/2025	13.08
	362-001	362 General Fund	Willow Bend HOA	AR00002839	11510	10/01/2025	186.92
<b>Sum for 362, 2432</b>							<b>1,695,596.37</b>
<b>362, 2433</b>							
	362-005	362 Reserve Fund	Manatee County Tax Collector	AR00002914	12110	10/01/2025	122,818.00
<b>Sum for 362, 2433</b>							<b>122,818.00</b>
<b>362, 2434</b>							
	362-200	362 Debt Service Fund S2017	Manatee County Tax Collector	AR00002914	12110	10/01/2025	281,857.48
<b>Sum for 362, 2434</b>							<b>281,857.48</b>
<b>Sum for 362</b>							<b>2,100,271.85</b>
<b>Sum Total</b>							<b>2,100,271.85</b>

See Notes to Unaudited Financial Statements



**Harrison Ranch Community Development District**  
**Summary A/P Ledger**  
**From 10/01/2025 to 10/31/2025**

	<b>Fund Name</b>	<b>GL posting date</b>	<b>Vendor name</b>	<b>Document number</b>	<b>Description</b>	<b>Balance Due</b>
<b>362, 2432</b>						
	362 General Fund	10/18/2025	Charter Communica- tions	2144984101825 ACH	Cable Services - GYM 10/25	95.19
	362 General Fund	10/01/2025	David Cope	100125	Wildlife Removal 10/25	1,200.00
	362 General Fund	10/31/2025	Landscape Mainte- nance Professionals, Inc.	364012	Irrigation Repairs 10/25	2,795.00
	362 General Fund	10/27/2025	Landscape Mainte- nance Professionals, Inc.	363294	Irrigation Repairs 10/25	2,451.56
	362 General Fund	10/27/2025	Manatee County Sher- iffs Office False Alarm Reduction Unit	577417	False Alarm Violation 10/05/25	25.00
	362 General Fund	10/10/2025	Marlin Business Bank	41026690 ACH	Copystar Copier - Ac- count # 1613410 10/25	389.34
	362 General Fund	10/01/2025	Owens Electric, Inc.	33859010	Service Call 07/25	506.25
	362 General Fund	10/31/2025	Owens Electric, Inc.	36707528	Service Call 10/25	5,670.63
	362 General Fund	10/01/2025	Owens Electric, Inc.	33929490	Service Call 07/25	237.59
	362 General Fund	10/01/2025	Piper Fire Protection, Inc.	161013	Service Call - Club- house & Kitchen 09/25	954.84
	362 General Fund	10/09/2025	Piper Fire Protection, Inc.	162585	Fire Extinguisher In- spection 10/25	167.60
	362 General Fund	10/01/2025	Rizzetta & Company, Inc.	INV0000103879	Cell Phone Reim- bursement 10/25	100.00
	362 General Fund	10/24/2025	Rizzetta & Company, Inc.	INV0000104440	Personnel Reimburse- ment 10/24/25	6,088.49
	362 General Fund	10/31/2025	Schappacher Engi- neering, LLC	2953	Engineering Services 10/25	5,081.25
	362 General Fund	10/31/2025	The Observer Group, Inc.	25-02039M	Legal Advertising 10/31/25	28.00
<b>Sum for 362, 2432</b>						<b>25,790.74</b>
<b>Sum for 362</b>						<b>25,790.74</b>
<b>Sum Total</b>						<b>25,790.74</b>



**Harrison Ranch Community Development District  
Notes to Unaudited Financial Statements  
October 31, 2025**

**Balance Sheet**

1. Trust statement activity has been recorded through 10/31/25.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

**Summary A/R Ledger-Payment Terms**

4. Payment terms for landowner assessments are (a) defined in the FY25-26 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.



Tab 6



# HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

## **Operation and Maintenance Expenditures August 2025 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2025 through August 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$123,876.96**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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



## Harrison Ranch Community Development District

### Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Access Fire Protection, Inc.	300243	12339	Service Call -Valve Outlet 04/25	\$ 350.00
Access Fire Protection, Inc.	300243	13334	Service Call -Valve Outlet 08/25	\$ 350.00
Berger, Toombs, Elam, Gaines & Frank CPA	300222	372496	Auditing Services Year ending September 30, 2024	\$ 3,195.00
Charter Communications	080725-01	2144984071825 ACH	Cable Services -GYM 07/25	\$ 95.19
Cooper Pools Remodeling & Resurfacing Inc	300230	2025-1019	Monthly Pool Services 08/25	\$ 5,280.00
Cooper Pools Remodeling & Resurfacing Inc	300217	2025-938	Pool Repairs 07/25	\$ 1,440.00
David Cope	300231	08.18.25	Wildlife Removal 07/25-08/25	\$ 2,400.00
DEX Imaging, LLC	300232	AR13799909	Connectivity Agreement 08/25	\$ 22.00
FitRev, Inc.	300218	35571	Service Call 07/25	\$ 599.81
FitRev, Inc.	300233	35616	Fitness Equipment Maintenance 08/25	\$ 175.00
Florida Department of Revenue	081225-01	51-8015668220-6 07/25 ACH	Sales Tax 07/25	\$ 183.50
Florida Power & Light Company	300244	FPL Summary 79909-28017 08/25	FPL Summary 79909-28017 08/25	\$ 6,302.70



## Harrison Ranch Community Development District

### Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Frontier Florida, LLC	080125-01	941-776-3095-090719-5 07/25 ACH	5755 Harrison Ranch Blvd 07/25	\$ 644.65
James T. Ritchey	300225	JR081125	Board of Supervisor Meeting 08/11/25	\$ 200.00
Julianne Giella	300226	JG081125	Board of Supervisor Meeting 08/11/25	\$ 200.00
Kilinski   Van Wyk, PLLC	300234	12865	Legal Services 07/25	\$ 6,134.18
Landscape Maintenance Professionals, Inc.	300223	346362	Irrigation Repairs 07/25	\$ 1,985.00
Landscape Maintenance Professionals, Inc.	300223	346363	Irrigation Repairs 07/25	\$ 1,275.01
Landscape Maintenance Professionals, Inc.	300235	349804	Insect and Disease Control 08/25	\$ 850.25
Landscape Maintenance Professionals, Inc.	300245	349805	Monthly Maintenance 08/25	\$ 30,609.83
Manatee County Utilities Department	082025-02	100136072 07/25 ACH	5755 Harrison Ranch BLVD 05/21/25-07/22/25	\$ 8,593.97
Manatee County Utilities Department	082025-01	100136468 06/25 ACH	10402 55 LN E 06/25	\$ 10.69
Manatee County Utilities Department	082525-01	MCUD Water Bill Summary 07/25 ACH	MCUD Water Bill Summary 07/25 ACH	\$ 790.20
Marlin Business Bank	080425-01	21824765 ACH	Copystar Copier - Account # 1613410 07/25	\$ 444.72
Owens Electric, Inc.	300219	33703473 Balance	Balance-Install New Direct Burial Bronze Fiberglass Pole 07/25	\$ 1,997.50



**Harrison Ranch Community Development District**

**Paid Operation & Maintenance Expenditures**

**August 1, 2025 Through August 31, 2025**

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Owens Electric, Inc.	300236	33739261	Monthly Inspection Service 07/25	\$ 4,014.12
Owens Electric, Inc.	300246	35390907	Service Call 08/25	\$ 1,146.21
Parrish Heating and Cooling	300247	08.18.25	AC-Service Call -Replace 24 Volt Transformer 08/25	\$ 149.00
Parrish Heating and Cooling	300247	08182025	AC-Monthly Maintenance 08/25	\$ 356.00
Parrish Heating and Cooling	300220	7.30.2025	Service Call 07/25	\$ 650.00
Presidential Electrical Services, Inc	300237	5115	50% Deposit - Holiday Lighting 08/25	\$ 10,777.20
Rizz Co., LLC	300238	117050R	Monthly Cleaning Services 08/25	\$ 2,350.00
Rizzetta & Company, Inc.	300215	INV0000101212	District Management Fees 08/25	\$ 6,125.84
Rizzetta & Company, Inc.	300216	INV0000101316	General Management Oversight and Personnel Reimbursement 08/25	\$ 7,832.01
Rizzetta & Company, Inc.	300224	INV0000101361	Cell Phone 07/25	\$ 100.00
Rizzetta & Company, Inc.	300242	INV0000101389	Personnel Reimbursement 08/25	\$ 6,077.75
SafeTouch, LLC	300239	20541	Quarterly Remote Video Monitoring 08/25	\$ 2,515.00
Schappacher Engineering, LLC	300240	2903	Engineering Services 07/25	\$ 1,006.25



**Harrison Ranch Community Development District**

**Paid Operation & Maintenance Expenditures**

August 1, 2025 Through August 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
School Now	300221	INV-SN-873	Quarterly Services-CDD Website Services 07/25	\$ 384.38
Sitex Aquatics, LLC	300241	10112-B	Monthly Lake Maintenance 08/25	\$ 5,664.00
Susan Walterick	300227	SW081125	Board of Supervisor Meeting 08/11/25	\$ 200.00
Thomas Benton	300228	TB081125	Board of Supervisor Meeting 08/11/25	\$ 200.00
Victor G Colombo	300229	VC081125	Board of Supervisor Meeting 08/11/25	\$ 200.00
<b>Total</b>				<b>\$ 123,876.96</b>



# HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

## **Operation and Maintenance Expenditures October 2025 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2025 through October 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$186,664.20**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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



# Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Access Fire Protection, Inc.	300278	13431	50% Deposit - Backflow Replacement 10/25	\$ 4,837.50
Ace Handyman Services	300293	25296358	Repair Drywall Damage - Fitness Room 10/25	\$ 2,263.50
Charter Communications	100725-01	2144984091825 ACH	Cable Services - GYM 09/25	\$ 95.19
Cooper Pools Remodeling & Resurfacing Inc	300265	2025-1157	Monthly Pool Services 09/25	\$ 5,280.00
Cooper Pools Remodeling & Resurfacing Inc	300289	2025-1274	Monthly Pool Services 10/25	\$ 4,400.00
David Cope	300277	093025 Cope	Wildlife Removal 09/25	\$ 1,200.00
DEX Imaging, LLC	300266	AR14003864	Connectivity Agreement 09/25	\$ 22.00
DEX Imaging, LLC	300285	AR14137959	Connectivity Agreement 10/25	\$ 22.00
Florida Department of Commerce	103125-01	93081 ACH	Special District Fee for FY25-26	\$ 175.00
Florida Department of Revenue	101525-01	51-8015668220-6	Sales Tax 09/25	\$ 222.73
Florida Power & Light Company	300267	FPL Summary 79909-28017 09/25	FPL Summary 79909-28017 09/25	\$ 5,983.42
Florida Power & Light Company	300294	FPL Summary 79909-28017 10/25	FPL Summary 79909-28017 10/25	\$ 5,601.79
Frontier Florida, LLC	100325-02	941-776-3095-090719-5 09/25 ACH	5755 Harrison Ranch Blvd 09/25	\$ 670.61
James T. Ritchey	300295	JR102025	Board of Supervisor Meeting 10/20/25	\$ 200.00
Kaymas, LLC dba Fastsigns 178301	300268	2448-3370	Deposit - Signage 09/25	\$ 3,312.48
Kilinski   Van Wyk, PLLC	300269	13126	Legal Services 08/25	\$ 5,423.95



# Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kilinski   Van Wyk, PLLC	300286	13389	Legal Services 09/25	\$ 6,914.84
Landscape Maintenance Professionals, Inc.	300270	355863	Monthly Maintenance 09/25	\$ 30,609.84
Landscape Maintenance Professionals, Inc.	300279	357777	Plant Replacement - 55th Ct. E Entrance 09/25	\$ 1,991.55
Landscape Maintenance Professionals, Inc.	300290	359657	Landscape Pest Control 10/25	\$ 850.25
Landscape Maintenance Professionals, Inc.	300290	359658	Trail Maintenance 09/25	\$ 1,200.00
Landscape Maintenance Professionals, Inc.	300290	359939	Monthly Maintenance 10/25	\$ 23,568.83
Manatee County Utilities Department	102325-01	100136017 09/25 ACH MCUD Water Bill Summary	5755 Harrison Ranch Blvd 09/25	\$ 28.01
Manatee County Utilities Department	102225-01	09/25 ACH	MCUD Water Summary 09/25	\$ 4,001.44
Marlin Business Bank	100325-01	21887937 ACH	Copystar Copier - Account # 1613410 09/25	\$ 389.34
North River Fire District	300296	101625 Alarm	Fire Inspection Fees 10/25	\$ 75.00
Owens Electric, Inc.	300280	35816524	Service Call 09/25	\$ 5,144.12
Owens Electric, Inc.	300287	36421809	Service Call 10/25	\$ 837.50
Parrish Heating and Cooling	300281	08292025	Service Call - HVAC 08/25	\$ 1,198.00
Parrish Heating and Cooling	300297	10222025	Service Call - HVAC 10/25	\$ 356.00
Piper Fire Protection, Inc.	300288	160032	Replace Batteries - (16) Exit Signs 09/25	\$ 3,247.02
Pure Green Lawn and Pest Services	300298	18328	Pest Control 09/25	\$ 100.00
Rizzetta & Company, Inc.	300274	INV0000103530	Personnel Reimbursement 09/26/25	\$ 5,829.75



# Harrison Ranch Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	300276	INV0000103575	District Management Services 10/25	\$ 5,531.17
Rizzetta & Company, Inc.	300275	INV0000103691	Assessment Roll FY25/26	\$ 5,793.00
Rizzetta & Company, Inc.	300292	INV0000103785	General Management & Oversight 10/25	\$ 9,574.77
Romaner Graphics	300271	22831	Balance Due - Traffic & Street Signs (Hurricane) 09/25	\$ 8,790.50
SafeTouch, LLC	300282	17174091925	Service Call - Access Reader 09/25	\$ 945.58
Schappacher Engineering, LLC	300283	2934	Engineering Services 09/25	\$ 3,012.50
Sitex Aquatics, LLC	300272	10125-b	Midge Larviciding Treatment 09/25	\$ 10,263.00
Sitex Aquatics, LLC	300272	10216-b	Monthly Lake Maintenance 09/25	\$ 5,664.00
Sitex Aquatics, LLC	300291	10242-b	Quarterly Aeration Maintenance 10/25	\$ 300.00
Sitex Aquatics, LLC	300291	10328-b	Monthly Lake Maintenance 10/25	\$ 5,664.00
Susan Walterick	102925-01	SW102025 ACH	Board of Supervisor Meeting 10/20/25	\$ 200.00
The Observer Group, Inc.	300273	25-01798M	Legal Advertising 09/26/25	\$ 91.88
U.S. Bank	300284	7905988	Trustee Fees Series 2017 09/01/25-08/31/26	\$ 4,040.63
Valley National Bank	102825-01	102725 Valley	Valley Credit Card 09/30/25	\$ 541.51
Victor G Colombo	300299	VC102025	Board of Supervisor Meeting 10/20/25	\$ 200.00
<b>Total</b>				<b><u>\$ 186,664.20</u></b>



Tab 7



**MINUTES OF MEETING**

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

**HARRISON RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harrison Ranch Community Development District was held on **Monday, November 10, 2025, at 6:30 PM** at the Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish, FL 34219.

**Present and constituting a quorum were:**

Sue Walterick	<b>Board Supervisor, Chairman</b>
Tom Benton	<b>Board Supervisor, Vice Chair</b>
Victor Colombo	<b>Board Supervisor, Asst. Secretary</b>
James Ritchey	<b>Board Supervisor, Asst. Secretary</b>

**Also present were:**

Matt O'Nolan	<b>District Manager, Rizzetta &amp; Company</b>
Brent Clark	<b>Clubhouse Manager, Rizzetta &amp; Company</b>
Lauren Gentry	<b>District Counsel, Kilinski/Van Wyk</b>
Patrick Collins	<b>District Counsel, Kilinski/Van Wyk</b>
Rick Schappacher	<b>District Engineer, Schappacher Engineering</b>
Ryan Eberly	<b>Representative, LMP</b>
Bert Smith	<b>Representative, Sitex Aquatics</b>
Brad Wilson	<b>Wilson Roofing</b>
Todd Wiltrout	<b>Westfall Roofing</b>
Steven Takas	<b>Gold Roofs</b>

Audience	<b>Present</b>
----------	----------------

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. O'Nolan called the meeting to order and confirmed there was a quorum.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

The Board heard comments on staffing, invoices, conservation area debris cleaning and pond maintenance.



**THIRD ORDER OF BUSINESS**

**Staff Reports**

**A. Pond & Mitigation Maintenance Update**

Mr. Smith presented his report to the Board.

The Board requested Sitex connect with Supervisor Walterick on water testing ponds and get proposals for plating and fish stocking.

**B. Landscape Maintenance Updates**

Mr. Eberly presented his report to the Board and responded to a questions.

On a Motion by Ms. Walterick, seconded by Mr. Colombo, with all in favor, the Board of Supervisors approved LMP proposal #368561 in the amount of \$7954.26 for Normande entry island with the removal of the mulch for the proposal, for the Harrison Ranch Community Development District.

**C. District Counsel**

Ms. Gentry presented her report and discussed procedures for payment of invoices as well as anticipated updates from the state's 2026 legislative session.

**D. District Engineer**

Mr. Schappacher presented his report. Vegetation removal projects were discussed in addition to SWFWMD certification inspections and future repair projects.

**E. Clubhouse Manager Report**

Mr. Clark gave his report to the Board and a discussion on CDD rentals ensued.

The Board discussed CDD rentals for meetings requesting rental forms be executed for each rental as well as deposit paid and staff to send out notice to all CDD's and HOAs that rent the room on the updated process.

The Board requested Amenity Services Manager reach out to each Board member individually regarding staffing structure.

**F. District Manager Report**

Mr. O'Nolan stated that the next BOS Meeting is scheduled for December 8, 2025, at 6:30 pm.



92

93     **FOURTH ORDER OF BUSINESS**                             **Presentation of the Financial Report for**  
94   **September 2025**

95             The Board reviewed the financial report for September 2025.

96     **FIFTH ORDER OF BUSINESS**                             **Consideration of the Operations and**  
97   **Maintenance Expenditures for August**  
98   **2025**

99             The Board reviewed the Operations and Maintenance Expenditures for August 2025.

100    **SIXTH ORDER OF BUSINESS**                             **Consideration of the Board of**  
101   **Supervisors Meeting Minutes for**  
102   **October 20,2025**

On a Motion by Ms. Walterick, seconded by Mr. Colombo, with all in favor, the Board of Supervisors ratified the operation and maintenance expenditures for September (\$85,044.12) and the Board of Supervisors Meeting Minutes for October 20,2025 with the correction to line 109 being a motion by Ms. not Mr. Walterick, for the Harrison Ranch Community Development District.

103

104    **SEVENTH ORDER OF BUSINESS**                             **Consideration of Resolution 2026-01,**  
105   **Adopting Amendment to Amenity**  
106   **Rules**

On a Motion by Ms. Walterick, seconded by Mr. Benton, with all in favor, the Board of Supervisors adopted resolution 2026-01, Adopting Amendment to Amenity Rules, for the Harrison Ranch Community Development District.

107

108    **EIGHTH ORDER OF BUSINESS**                             **Consideration of Resolution 2026-02,**  
109   **Adopting the Amended Budget for FY**  
110   **2024-2025**

On a Motion by Ms. Walterick, seconded by Mr. Benton, with all in favor, the Board of Supervisors adopted Resolution 2026-02 Adopting the Amended Budget for FY 2024-2025,for the Harrison Ranch Community Development District.

111

112    **NINTH ORDER OF BUSINESS**                             **Consideration of Roofing Quotes**

113             A discussion ensued and the Board asked questions of the roofers in attendance.

On a Motion by Mr. Benton, seconded by Mr. Ritchey, with all in favor, the Board of Supervisors approved the Wilson Roofing proposal, for the Harrison Ranch Community Development District.



On a Motion by Mr. Benton, seconded by Mr. Colombo, with all in favor, the Board of Supervisors approved NTE \$125,000 for Wilson roofing proposal to include fascia, gutters, roofing and soffit, for the Harrison Ranch Community Development District.

**TENTH ORDER OF BUSINESS**

**Ratification of EGIS Renewal**

On a Motion by Mr. Colombo, seconded by Mr. Ritchey, with all in favor, the Board of Supervisors ratified the EGIS renewal, for the Harrison Ranch Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of the 3<sup>rd</sup> Quarter Website Audit**

On a Motion by Mr. Colombo, seconded by Mr. Benton, with all in favor, the Board of Supervisors approved the 3rd quarter website audit, for the Harrison Ranch Community Development District.

**TWELFTH ORDER OF BUSINESS**

On a Motion by Ms. Walterick, seconded by Mr. Colombo, with all in favor, the Board of Supervisors reviewed and determined they met the Districts Goals and Objectives for Fiscal Year 24-25, for the Harrison Ranch Community Development District.

**FOURTEENTH ORDER OF BUSINESS**

**Closed Security Session**

There was a discussion about Security.

**FIFTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

Supervisor Walterick requested a proposal for an updated reserve study.

Supervisor Colombo requested updated FL Class report.

Supervisor Benton requested DM look into duplicate Valley Bank charges.

The Board requested update on street sign status and hog report.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

Mr. O’Nolan stated that if there was no further business to come before the Board then a motion to adjourn would be in order.

On a Motion by Mr. Colombo, seconded by Mr. Benton, with all in favor, the Board of Supervisors adjourned the regular Board meeting at 8:35 p.m. for the Harrison Ranch Community Development District.



139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150

\_\_\_\_\_  
Asst. Secretary

\_\_\_\_\_  
Chair / Vice Chair



Tab 8



**RESOLUTION 2026-03**

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

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

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

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

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

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

**SECTION 1.** The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure shall remain in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with the Act.

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

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

**PASSED AND ADOPTED** this 8th day of December 2025.

**ATTEST:**

**HARRISON RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

**Exhibit A:** Amended and Restated Rules of Procedure



**EXHIBIT A**

Amended and Restated Rules of Procedure

*[Begins at following page]*

**RULES OF PROCEDURE  
HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF DECEMBER 8, 2026**

**TABLE OF CONTENTS**

<a href="#"><u>Rule 1.0</u></a>	<a href="#"><u>General</u></a> .....	4
<a href="#"><u>Rule 1.1</u></a>	<a href="#"><u>Board of Supervisors; Officers and Voting</u></a> .....	5
<a href="#"><u>Rule 1.2</u></a>	<a href="#"><u>District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination</u></a> .....	9
<a href="#"><u>Rule 1.3</u></a>	<a href="#"><u>Public Meetings, Hearings, and Workshops</u></a> .....	12
<a href="#"><u>Rule 1.4</u></a>	<a href="#"><u>Internal Controls to Prevent Fraud, Waste and Abuse</u></a> .....	17
<a href="#"><u>Rule 2.0</u></a>	<a href="#"><u>Rulemaking Proceedings</u></a> .....	18
<a href="#"><u>Rule 3.0</u></a>	<a href="#"><u>Competitive Purchase</u></a> .....	24
<a href="#"><u>Rule 3.1</u></a>	<a href="#"><u>Procedure Under the Consultants' Competitive Negotiations Act</u></a> .....	29
<a href="#"><u>Rule 3.2</u></a>	<a href="#"><u>Procedure Regarding Auditor Selection</u></a> .....	33
<a href="#"><u>Rule 3.3</u></a>	<a href="#"><u>Purchase of Insurance</u></a> .....	37
<a href="#"><u>Rule 3.4</u></a>	<a href="#"><u>Pre-qualification</u></a> .....	39
<a href="#"><u>Rule 3.5</u></a>	<a href="#"><u>Construction Contracts, Not Design-Build</u></a> .....	45
<a href="#"><u>Rule 3.6</u></a>	<a href="#"><u>Construction Contracts, Design-Build</u></a> .....	49
<a href="#"><u>Rule 3.7</u></a>	<a href="#"><u>Payment and Performance Bonds</u></a> .....	54
<a href="#"><u>Rule 3.8</u></a>	<a href="#"><u>Goods, Supplies, and Materials</u></a> .....	55
<a href="#"><u>Rule 3.9</u></a>	<a href="#"><u>Maintenance Services</u></a> .....	59
<a href="#"><u>Rule 3.10</u></a>	<a href="#"><u>Contractual Services</u></a> .....	62
<a href="#"><u>Rule 3.11</u></a>	<a href="#"><u>Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9</u></a> .....	63
<a href="#"><u>Rule 4.0</u></a>	<a href="#"><u>Effective Date</u></a> .....	66



**Rule 1.0      General.**

- (1) Harrison Ranch Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

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

**Rule 1.1      Board of Supervisors; Officers and Voting.**

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



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

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

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

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board



member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

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

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

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

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

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

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

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



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

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

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

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

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

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



### **Rule 1.3      Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
  - (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Matt O'Nolan, [monolan@rizzetta.com](mailto:monolan@rizzetta.com), Rizzetta & Company, Inc., 5755 Harrison Ranch Boulevard, Parrish, Florida 34219 (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days before each meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval (“Meeting Materials”). Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager



1. Financial Report

2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

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

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.



- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Fire safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

**Rule 1.4      Internal Controls to Prevent Fraud, Waste and Abuse**

(1)      Internal Controls. The District shall establish and maintain internal controls designed to:

- (a)      Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), *Florida Statutes*; and
- (b)      Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
- (c)      Support economical and efficient operations; and
- (d)      Ensure reliability of financial records and reports; and
- (e)      Safeguard assets.

(2)      Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

**Law Implemented:** § 218.33(3), Fla. Stat.



## **Rule 2.0      Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), *infra.*, and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
  - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District’s statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

statement has been prepared pursuant to Section 120.541(2), *Florida Statutes*, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
  - (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.



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

be published in a newspaper of general circulation in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

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

(11) Petitions to Challenge Existing Rules.

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



- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
    - (i) Administer oaths and affirmations;
    - (ii) Rule upon offers of proof and receive relevant evidence;
    - (iii) Regulate the course of the hearing, including any pre-hearing matters;
    - (iv) Enter orders; and
    - (v) Make or receive offers of settlement, stipulation, and adjustment.
  - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;

- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
    - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
  - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
  - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

**Law Implemented:** §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.



### **Rule 3.0      Competitive Purchase.**

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

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where



the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

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

- (o) “Request for Proposals” or “RFP” is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;



- (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
- (viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

**Law Implemented:** §§ 190.033, 255.0992, 255.20, 287.055, Fla. Stat.

### **Rule 3.1      Procedure Under the Consultants' Competitive Negotiations Act.**

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

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

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



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

(4) Competitive Selection.

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

by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.



- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

### **Rule 3.2      Procedure Regarding Auditor Selection.**

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

(1)    Definitions.

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

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

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

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



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

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

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

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

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

place for submitting proposals.

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



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

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

### **Rule 3.3      Purchase of Insurance.**

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



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

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

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

**Law Implemented:** § 112.08, Fla. Stat.

### **Rule 3.4      Pre-qualification**

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



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

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

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

include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

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

- i. One of the circumstances specified under Section 337.16(2), *Florida Statutes*, has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status



shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
  - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
  - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
  - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
  - xii. The vendor or affiliate(s) has been convicted of a contract crime.
    - 1. The term “contract crime” means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
    - 2. The term “convicted” or “conviction” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  - xiii. Any other circumstance constituting “good cause” under Section 337.16(2), *Florida Statutes*, exists.
- (b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor’s bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or

revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
  - ii. Unsafe conditions allowed to exist;
  - iii. Complaints from the public;
  - iv. Delay or interference with the bidding process;
  - v. The potential for repetition;
  - vi. Integrity of the public contracting process;
  - vii. Effect on the health, safety, and welfare of the public.
- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

- (a) A contractor whose qualification to bid has been revoked or denied because of contract crime may, at any time after revocation or denial, file a petition for



reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.

- (b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.
- (c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

- (a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.
- (b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.
- (c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

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

**Law Implemented:** §§ 190.033, 255.0525, 255.20, Fla. Stat.; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

**Rule 3.5      Construction Contracts, Not Design-Build.**

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



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

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

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the



bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board

that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

### **Rule 3.6      Construction Contracts, Design-Build.**

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



and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

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

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

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



7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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



**Rule 3.7      Payment and Performance Bonds.**

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

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

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8      Goods, Supplies, and Materials.**

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



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

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

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

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

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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.



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

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

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

**Rule 3.9      Maintenance Services.**

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



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

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

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

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

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

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.033, 287.017, Fla. Stat.



**Rule 3.10      Contractual Services.**

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

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

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

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

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

(1)      Filing.

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



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

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via certified mail, hand delivery, or email with delivery confirmation to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;
  - (b) Rule upon offers of proof and receive relevant evidence;
  - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

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

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

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

**Law Implemented:** § 190.033, Fla. Stat.



**Rule 4.0      Effective Date.**

These Rules shall be effective December 8, 2025, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

Tab 9





**November 21, 2025**

Harrison Ranch CDD  
c/o Rizzetta and Company  
2700 S Faulkenberg Rd, Suite 2745  
Riverview, FL 33578

RE: Reserve Study Update with Site Inspection  
Harrison Ranch CDD  
5755 Harrison Ranch Blvd  
Parrish, FL 34219

Dear Board of Supervisors:

We are very appreciative for the opportunity to perform a reserve study update with site inspection and recommendations for Harrison Ranch CDD. We are a team of knowledgeable reserve analysts with extensive experience and take pride in performing reserve studies. The reserve study will project costs and funding for a 30 year time frame for all common areas and improvements.

Harrison Ranch CDD commenced operations in February 2007. Harrison Ranch CDD encompasses 1,109 lots and is primarily comprised of single family residential development. Construction in the District started in 2006 and home construction was gradual until completion in 2016. Central to the community is a clubhouse and a pool area that serve as main amenities, as well as recreation fields and courts. The CDD consists of approximately 955 acres and is located in Parrish, Manatee County, Florida. The following reserve items will be included in the report:

- **Clubhouse**
- **Well**
- **Tot Lot**
- **Tennis Courts**
- **Parking Areas**
- **Pool Area and Equipment**
- **Nature Trail**
- **Street Signs**
- **Fencing**
- **Ponds**
- **Entry Areas and Monuments**
- **Stormwater Drainage**
- **Any Other Items Specified by You**

The physical analysis portion of the reserve study will include a reserve item component list, remaining life, useful life, current cost, future cost of all reserve items as well as any site recommendations. The financial analysis portion of the study will include allowances for your interest income, taxes and projected changes in building costs. The pooled method and component method (if applicable) will be used and presented to derive the funding schedules.



## Scope of Service

Our scope of service for a reserve study update with site inspection that includes all expenses consists of:

- Site inspection of common areas and improvements with both a Certified General Contractor and a CAI-designated Reserve Specialist (Both are degreed engineers).
- Our user-friendly reserve study report that includes narrative, photographs, pooled method cash flow plan, component method plan (if applicable), reserve item component cost, remaining life, and useful life inventory. The report projects costs and funding for 30 years using localized costs.
- Percent Funded Analysis. This compares what you have in reserve funds to what the ideal amount should be, something many reserve studies do not include.
- One site meeting with management or the board on the day of inspection, if requested.
- Electronic copies of the report. Electronic copies can also be requested any time in the future by email. A hard copy is available free of charge upon request.
- Revisions or amendments of reports for up to 90 days from the first submission of the report. We welcome all feedback. (It is not uncommon for there to be one or two refinements of the report to meet your specific requirements).
- Accessibility. Call, write, or email us any time and you will receive prompt follow-up. We aim to exceed expectations and consider customer service our top priority.
- 30 year cash flow plan in the report.
- Review of plats, drawings, and site aerials.





## Qualifications

Paul Gallizzi and Steven Swartz are professionals in the business of preparing reserve studies and insurance appraisals for community associations. We both inspect all properties and have provided detailed analysis of over 300,000 single family, apartment, villa, townhome, and condominium units. Our high repeat customer rate indicates high customer satisfaction. We have prepared reserve studies and insurance appraisals for all types of community associations including high rise condominiums, mid-rise condominiums, garden-style condominiums, office condominiums, medical condominiums, townhouse developments, single family residential homeowners associations, community development districts, and special use facilities.

We both hold engineering degrees from fully accredited universities. Paul is a State Certified General Real Estate Appraiser License Number RZ 110 and a State Certified General Contractor License Number CGC 019465 with over 30 years of experience in each. Steven is one of approximately only 200 people nationwide that have earned the designation of Reserve Specialist (RS) from the Community Associations Institute and is a State Certified General Real Estate Appraiser License Number RZ 3479. He has also been a speaker at CAI functions discussing reserves and budgeting. To learn more, please visit us on the web at [www.reservestudyfl.com](http://www.reservestudyfl.com) and visit our articles section for more than 50 articles about reserves, funding, and budgeting.

A partial list of our clients include:

- Greenacre Properties
- Standard Pacific Homes
- Leland Management
- M/I Homes
- Associa Gulf Coast
- Sentry Management
- Starwood Land Ventures
- Management & Associates
- Resource Property Management
- Condominium Associates
- Insurance Office of America
- Argus Property Management
- Creative Management
- Many Other Individually Managed Associations
- The Mahaffey Apartment Company
- Rizzetta & Company
- First Service Residential
- Brown & Brown Insurance
- Taylor Morrison Homes
- Vanguard Management Group
- Lennar Homes
- McNeil Management Services
- Development Planning and Financing Group
- Qualified Property Management
- Avid Property Management
- Southshore Property Management
- Terra Management Services



## **Experience**

Here is a short list of communities we have conducted reserve studies for, showing experience with various construction types, building systems, and community amenities:

### **Fishhawk CDD I, CDD II, CDD III, & CDD IV, Lithia, Florida**

Fishhawk Ranch is a large planned community consisting of approximately 3000 acres in Lithia, Florida. It is comprised of numerous single family home subdivisions as well as a few townhome subdivisions. There are many community amenities including swimming pools, clubhouses, tennis courts, playgrounds, fitness centers, a banquet center, running trails, parks, and various others. The District also maintains the ponds, stormwater drainage, and the entry areas. There are a total of 6,286 members.

### **Heritage Harbour South CDD, Bradenton, Florida**

Heritage Harbour South CDD is comprised of single family residential and multifamily residences. The community started construction in 2002 and construction finished in 2006. Overall, there are 1,523 units. The CDD maintains the baseball field and recreation area. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 980.79 acres in Bradenton, Florida.

### **Venetian CDD, Venice, FL**

Venetian CDD commenced operations in September 2002. The Venetian Golf and River Club has 1,377 lots planned primarily for single family residential development as well as a small amount of multi-family development. The River Club recreation area was built in 2004 and includes a clubhouse, kitchen and banquet facilities, fitness center, pool area, tennis courts, as well as other amenities. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 964 acres.

### **Riverwood CDD, Port Charlotte, FL**

Riverwood CDD started development in the mid 1990s and most of the construction was complete over the next decade. The District maintains an amenity campus with a clubhouse/athletic center, pool area, tennis, and shuffleboard courts. The district also owns an off-site Beach Club on Manasota Key in Englewood. The Beach Club was built in 2003 and acquired in 2014. Additionally, the District also maintains the streets, potable water system, re-claimed water system, sewer system (and plant), and stormwater drainage.

### **Two Creeks CDD, Middleburg, FL**

Two Creeks has 624 platted lots planned for single family residential development and encompasses 625 acres. The community was platted in June 2007. Within the district, there is a recreation comprised of a clubhouse, pool area, 2 tennis courts, a basketball court, playgrounds, and a volleyball court. The community also maintains the ponds, stormwater drainage, and the entry areas.





## Services

The fee schedule for the current assignment is as follows, please sign below to confirm your acceptance:

**Reserve Study Update with Site Inspection (Level-2)**

**\$3,800**

We will provide you with electronic copies of the report. Payment will be due at the first submission of the report. The report will be completed within eight weeks of our firm receiving this engagement letter signed and faxed or emailed to our office.

Thank you again for the opportunity to present our proposal to you.

Sincerely,

Paul Gallizzi  
Florida General Contractor #CGC-019465  
State-Certified General Appraiser RZ110

Steven Swartz, RS  
Reserve Specialist Designation No. 214  
State-Certified General Appraiser RZ3479

\_\_\_\_\_  
Accepted by Signature:

\_\_\_\_\_  
Date

Accepted by Printed Name: \_\_\_\_\_