



Rizzetta & Company

Harrison Ranch Community Development District

**Board of Supervisors' Meeting
June 3, 2026**

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

www.HarrisonRanchCDD.org

**HARRISON RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Harrison Ranch Clubhouse, 5755 Harrison Ranch Boulevard, Parrish, FL 34219
www.harrisonranchcdd.org

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

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

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

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

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

Zoom Meeting ID 238 853 4634

Passcode 862015

Teams Dial in number: 321-754-9488

Phone conference ID: 760 007 352#

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**

5/26/2026

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harrison Ranch Community Development District will be held on **Wednesday, June 3, 2026, 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
 - 1. Consideration of Sitex Proposals Tab 2
- B. Juniper Landscape Maintenance Report Tab 3
 - 1. Consideration of Juniper Proposals Tab 4
- C. District Counsel
- D. District Engineer
- E. Clubhouse Manager Report Tab 5
- F. District Manager Report Tab 6
 - 1. Announcement of the Voter Registration Count Tab 7
 - 2. Discussion of HOA CDD Cost Share

4. BUSINESS ITEMS

- A. Consideration of Pool Furniture Proposals Tab 8
- B. Consideration of Tennis Court Proposal Tab 9

5. BUSINESS ADMINISTRATION

- A. Review of Financial Report for March 2026 Tab 10
- B. Consideration of Operations and Maintenance Expenditures for April 2026 Tab 11 USC
- C. Consideration of the Board of Supervisors’ Meeting Minutes Held on April 22 and May 6, 2026, Tab 12
- D. Consideration of Updated Community Programming Agreement Tab 13
 - a. Consideration of Community Programming Proposals Tab 14 USC

E. SUPERVISOR REQUESTS

F. 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

MAY, 2026



HARRISON RANCH CDD

HARRISON RANCH BLVD
PARISH, FL 34219
51 PONDS



SUMMARY:

As we move into summer we're coming in very dry. Water levels are dropping and as ponds get more shallow, blooms will be more frequent. Lower water depth helps with algae and submerged growth. Dyes are being used throughout the community as needed to prevent or slow down growth. Dissolved oxygen levels decrease as water levels drop and temperatures go up. Our team will be carefully treating and monitoring your sites. Hopefully we get a little rain along the way as we move into summer.



Pond #SWF31 Treated for Shoreline Vegetation.



Pond #SWF30 Treated for Shoreline Vegetation.



Pond #SWF21 Treated for Algae and Shoreline Vegetation.



Pond #SWF42 Treated for Shoreline Vegetation.



Pond #SWF37 Treated for Shoreline Vegetation.



Pond #SFW33 Treated for Shoreline Vegetation.



Pond #SWF38 Treated for Shoreline Vegetation.



Pond #SWF39 Treated for Algae and Shoreline Vegetation.



Pond #SWF40 Treated for Algae and Shoreline Vegetation.



Pond #SWF36 Treated for Shoreline Vegetation.



Pond #SWF41 Treated for Shoreline vegetation.



Pond #SWF37 Treated for Shoreline Vegetation.



Pond #SWF20 Treated for Shoreline Vegetation.



Pond #SWF32 Treated for Algae and Shoreline Vegetation.



Pond #SWF35 Treated for Shoreline Vegetation.

Tab 2



Mailing: P.O.Box 917 Parrish, FL 34219
 Physical: 11719 31st Ter E palmetto, FL 34221

813.564.2322
 www.sitexaquatics.com

Fish Stocking Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called "Sitex" and Harrison Ranch CDD hereafter called "customer"

Customer: Harrison Ranch CDD
 C/O: Rizzetta & Company
 Contact: Mr. Matt O’Nolan
 Address: 9428 Camden Field Pkwy Riverview, FL 33578
 Email: monolan@rizzetta.com
 Phone: 813.533.2950

The Following bid is for the Purchase & introduction of Blue Gill fish to various pond banks located at the Harrison Ranch community located in Parrish, Florida.

Service	Cost
Pond #35, 37-40 1"-3" Bluegill (aprox 400 fish per pond)	\$4,000.00
Installation	Included
Total Cost	\$4,000.00

Payment due within 30 days of invoice receipt. overdue accounts may accrue a service charge. 50% deposit due upon signing of agreement & to secure scheduling. 50% balance due within 30days of completion.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the second page, which are incorporated in this agreement.

Accepted By _____ Date _____
 Joseph T. Craig _____ Date 04/02/2026
 President, Sitex Aquatics llc.

Terms & Conditions

Payment

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated through an addendum.

Responsibility

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.

Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

Scheduling

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Insurance

Sitex shall maintain the following insurance coverage and limits:

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage.

This Agreement shall be governed by the laws of the state of Florida.



Mailing: P.O.Box 917 Parrish, FL 34219
 Physical: 11719 31st Ter E Palmetto, FL 34221

813.564.2322
 www.sitexaquatics.com

Planting Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called "Sitex" and Harrison Ranch CDD hereafter called "customer"

Customer: Harrison Ranch CDD
 C/O: Rizzetta & Company
 Contact: Mr. Matt O’Nolan
 Address: 9428 Camden Field Pkwy Riverview, FL 33578
 Email: monolan@rizzetta.com
 Phone: 813.533.2950

The Following bid is for the Plant installation to various pond banks located at the Harrison Ranch community located in Parrish, Florida.

Service	Cost
Pond swf6- 1266 bare root plants (Gulf coast Spikerush) 12-18"	\$2,532.00
Pond swf10- 1623 bare root plants (Gulf coast Spikerush) 12-18"	\$3,246.00
Pond swf11- 1673 bare root plants (Gulf coast Spikerush) 12-18"	\$3,346.00
Pond fca1- 1032 bare root plants (Gulf coast Spikerush) 12-18"	\$2,064.00
Pond fca2- 2444 bare root plants (Gulf coast Spikerush) 12-18"	\$4,888.00
Pond fca3- 642 bare root plants (Gulf coast Spikerush) 12-18"	\$1,284.00
Pond fca4- 828 bare root plants (Gulf coast Spikerush) 12-18"	\$1,656.00
Pond swf2- 1226 bare root plants (Gulf coast Spikerush) 12-18"	\$2,452.00
Pond swf4b- 822 bare root plants ((Gulf coast Spikerush) 12-18"	\$1,644.00
Installation	Included
Total Cost	\$23,112.00

Payment due within 30 days of invoice receipt. overdue accounts may accrue a service charge. 50% deposit due upon signing of agreement & to secure scheduling. 50% balance due within 30days of completion.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the second page, which are incorporated in this agreement.

Page 1 of 2  04/02/2026

Accepted By _____ Date _____ President, Sitex Aquatics llc. _____ Date _____

Terms & Conditions

Payment

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated through an addendum.

Responsibility

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.

Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

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Sitex shall maintain the following insurance coverage and limits:

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage.

This Agreement shall be governed by the laws of the state of Florida.

Tab 3

HARRISON RANCH SITE AUDIT

5/26/26, 9:49 AM

Tuesday, May 26, 2026



MAIN ENTRANCE (301)

Entrance is clean and presentable. New flowers were installed and are doing well.

Recommended planting new Copper Leaf to replace current aged Copper Leaf plants.



MAIN ENTRANCE CONTINUED

East side of entrance looks clean and presentable. New annuals are doing well. Dead Sabal Palm was removed.



MAIN ENTRANCE CONTINUED

Center median annuals struggled after install but are showing signs of recovery. Scheduling to spray 20-20-20 fertilizer to help bounce them back.



DEEP UNMARKED HOLE

This hole is sitting on the west side of the 301 entrance. It appears to have been a contractor for utilities. Only two stakes are present. Trip hazard for any one venturing off the sidewalk.



DISEASED PALM REMOVED

The Queen Palm that was diseased with boron deficiency was removed from outside of Normande East.



DEAD PALM TREE REMOVED

The dead Washingtonian Palm was removed at the entrance of Normande East.



TURF QUALITY

Turf has been fertilized ahead of blackout and is already showing signs of greening.



CORRIENTE ENTRANCE

Entrance is clean and presentable. Small weeds present and patches of moss on the landscape.

The crew is scheduled to be in this section next Monday.

The south side will have the dead crotons pulled the same day.



CHILLINGHAM ENTRANCE

Entrance is clean and presentable. A few small weeds are present. Crew is scheduled to trim and detail June 1st.



NO MOW ZONES

These are scheduled to be cut back on the 27th and will be maintained on a monthly basis going forward.



HARRISON RANCH BOULEVARD

Sidewalks are clean and free of obstructions. The plants are on schedule for maintenance and grass is green and healthy throughout.



HARRISON RANCH BLVD CONTINUED

Boulevard is clean and presentable. Turf is green and healthy throughout and plants are on schedule for maintenance.



HARRISON RANCH BLVD CONTINUED

Boulevard is clean and presentable. The brown areas in the median are showing recovery.



55TH CT E ENTRANCE FROM HR BLVD

Entrance is clean and presentable. Ligustrum scheduled for trim next Monday, Jun 1st.



55TH LN E ENTRANCE FROM HR BLVD

Entrance is clean and presentable. Some more crotons have died off completely and will be removed with the next service (June 1st)



PEMBROKE ENTRANCE

Entrance is clean and presentable.

Recommend installing a Ligustrum Tree on left side of sign to grow and match the one on the right.



BRADFORD SOUTH ENTRANCE

Ilex Shillings were cut back to increase sign visibility and encourage fresh new growth. Plants are recovering from cut back.



60TH LANE EAST (BRADFORD)

Ilex Shillings have been cut back to match the other Bradford entrances and are flushing out with new growth.

Entrance from blvd is clean and presentable.



58TH ST E (BRADFORD NORTH ENTRANCE)

Ilex Shillings cut back to match other Bradford Entrances and are showing signs of recovery.

Entrance is clean and presentable.



ERIE ROAD ENTRANCE

Newly installed annuals struggled after install but are now recovering. Will fertilize with 20-20-20 to encourage growth and continue to monitor.



ERIE RD ENTRANCE

Plants are fully recovered from the frost and have been cut back to encourage new growth. Sign is clean and presentable. Dead Sabal Palm was removed.



FENCE LINE SOUTH OF ERIE RD

Fence line is clear of weeds and bushes are on schedule for maintenance. Some trees will need to be raised to maintain ground clearance.



THE BRAHMAN ENTRANCE

Clubhouse entrance is clean and presentable.

Newly installed Blue Daze are looking healthy.



THE BRAHMAN ENTRANCE CONTINUED

The south side entrance has fresh growth on the ligustrum. Scheduled for trim on June 1st.



CLUBHOUSE ENTRANCE

Some light debris from recent rain storms. Parking lot scheduled to be blown off this week.

Roadway is clear of obstructions and plants are on schedule for maintenance.



FRONT OF CLUBHOUSE

The clubhouse landscape is clean and presentable.

New annuals struggled after install but are showing signs of recovery. Will fertilize with 20-20-20 to encourage growth and flowers.



FIELD NORTH OF CLUBHOUSE PARKING LOT

Grass is green and healthy throughout.



DEAD PLANT MATERIAL

A proposal has been submitted to replace this viburnum hedge.



DYING VIBURNUM HEDGE BORDERING BRADFORD

A proposal has been submitted for the replacement of this hedge.



FIELD BEHIND CLUB HOUSE

Grass is green and healthy and on schedule for maintenance.



DEAD QUEEN PALM REMOVED

The dead Queen Palm was removed from the club house pool area.



FALLEN TREE

This dead pine fell from the conservation and is blocking the path. Will be scheduled for removal.



NEW HIBISCUS TREE

The hibiscus tree installed behind the clubhouse is healthy and taking in well.

Some debris is present from recent storms. This will be blown off by the crew.

Tab 4

Juniper

Proposal

Proposal No.: 400013

Proposed Date: 05/15/26

PROPERTY:	FOR:
Harrison Ranch CDD Matt O’Nolan 5575 Harrison Ranch Parrish, FL 34219	Lift Station near Lasso Loop Trail Head

Scope of Work -

Remove and properly dispose of all existing dead Viburnum shrubs located within the hedge surrounding the lift station. Prepare the planting area, including clearing debris and ensuring suitable soil conditions, for the installation of new replacement shrubs.

ITEM	QTY	UOM	TOTAL
Lasso Loop Trail head Lift Station			
Site Prep			\$1,120.00
Remove and dispose dead Viburnum in hedge and prep for replacement - Disposal Fee Included	16.00	HR	
Landscape Material			\$1,275.00
Viburnum 'Odoratissimum' 7gal (Installed) - To replace dead viburnum in hedge	15.00	07g	
Fuel Surcharge 5.0%			\$119.75
Fuel Surcharge	2395.00	EA	
Total:			\$2,514.75

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager) _____
Date

Printed Name (Owner/Property Manager)

Signature - Representative _____
Date

Juniper

Proposal

Proposal No.: 400082

Proposed Date: 05/15/26

PROPERTY:	FOR:
Harrison Ranch CDD Matt O’Nolan 5575 Harrison Ranch Parrish, FL 34219	Clubhouse Perimeter

Scope of Work

Remove and dispose of all dead and declining Viburnum hedge material located along the west side of the clubhouse adjacent to the shell path (refer to map for exact location).

Note: Multiple plant replacement options have been included for consideration. Final project pricing will vary depending on the selected plant material.



Pitch Apple - Option A



Areca Palm - Option B



ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Clubhouse West Perimeter - Along Cattle Run Trail					
Site Prep					\$5,880.00
Remove and dispose existing Viburnum hedge along shell path and prep for new planting	64.00	HR	\$70.00	\$4,480.00	
Green Waste Disposal Fee - Truck Load	4.00	1	\$350.00	\$1,400.00	
Landscape Material					\$20,186.00
Pitch Apple 3gal (Installed) - OPTION A	172.00	03g	\$38.00	\$6,536.00	
Areca Palm 7gal (Installed) - OPTION B	150.00	07g	\$91.00	\$13,650.00	
Mulch, Rock, Soil					\$3,744.00
Pine Bark 3cf Bag (Installed)	288.00	03CF	\$13.00	\$3,744.00	
Fuel Surcharge 5.0%					\$1,490.50
Fuel Surcharge	29810.00	EA	\$0.05	\$1,490.50	
				Total:	\$31,300.50

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

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DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date



Proposal

Proposal No.: 400145
Proposed Date: 05/15/26

PROPERTY:	FOR:
Harrison Ranch CDD Matt O’Nolan 5575 Harrison Ranch Parrish, FL 34219	Shell Path ReVamp

Scope of Work

This quote includes the installation of shell in all areas where washouts have occurred, as well as in locations where the black tarp is currently visible.

Lime rock will be installed at all trailheads to create a clean, stable, and accessible walking surface for trail users. In addition, lime rock will be placed at each bridge along the trail to help eliminate potential trip hazards and improve overall safety.

ITEM	QTY	UOM	TOTAL
Shell Path ReVamp			
Mulch, Rock, Soil			\$33,380.00
Crushed Shell (Installed) - To fill in all low/washout areas	72.00	01CY	
#57 Stone 'Lime Rock' (Installed) - For all Trail Heads and Bridges	60.00	01CY	
Rip Rap (Installed) - In designated area along slope to prevent shell from washing out	5.00	01CY	
Fuel Surcharge 5.0%			\$1,669.00
Fuel Surcharge	33380.00	EA	

Total: \$35,049.00

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

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Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager) _____
Date

Printed Name (Owner/Property Manager)

Signature - Representative _____
Date

Tab 5

Manager's Report – April 22, 2026

Harrison Ranch Community Development District

Ongoing operational efforts remain focused on maintaining community infrastructure, enhancing amenity conditions, and addressing safety-related items in a timely and efficient manner.

Projects & Maintenance Updates

- The playground fencing project has been successfully completed. The upgraded fencing enhances both safety and the overall appearance of the playground area.
- The clubhouse roofing project is progressing well and is anticipated to be fully completed by April 24, 2026, weather permitting.
- Upon completion, pressure washing of the clubhouse exterior and surrounding sidewalks will be scheduled to restore overall presentation.

Training & Systems

- Management has completed one hour of initial training on the new Brivo system. Additional training sessions will be scheduled as needed to ensure full utilization of the system's capabilities and a smooth operational transition.

Safety & Repairs

- The stop sign at 58th Avenue was recently struck by a vehicle and has been bent. This presents a safety concern, and arrangements are being made to have the sign removed and replaced.

Community Events & Engagement

- The Easter Egg Hunt was very well attended and considered a strong success, contributing positively to resident engagement and community spirit.
- The community garage sale held this past weekend generated solid participation from residents and provided another opportunity to foster neighborhood interaction.

Management will continue to monitor all active projects and provide updates as progress continues. Efforts remain aligned with the Board’s priorities of safety, functionality, and maintaining the community’s overall appearance.

Rentals Access Cards and Event Fee.

Rentals	5 @	200	\$1,000
Access Cards	0	\$0	\$0
Special Meeting	3 @	\$200	\$600
Deposit	4 @	\$300	\$1,200
Sub-Total			\$2800
Refunded		\$1200	\$1,200
Process Fee			\$173.85
Total			\$1,426.15

Respectfully submitted,

Tom Donato
Clubhouse Manager

Manager's Report – June 3, 2026

Ongoing operational efforts continue to focus on maintaining community infrastructure, enhancing amenity conditions, and addressing safety-related items in a timely and efficient manner throughout the property.

The stop sign located at 58th Avenue was recently damaged after being struck by a vehicle. The sign has since been replaced to maintain traffic safety within the community.

The pavers surrounding the pool deck, as well as the front and rear areas of the clubhouse, have been professionally pressure washed, re-sanded, and sealed with two coats of sealer. The completed work has significantly improved the overall appearance and presentation of the amenities of campus.

Our part-time maintenance employee, Jamie Lee, has begun repainting several areas throughout the clubhouse. Current work includes the veranda flooring area and the main front entrance area of the clubhouse.

The community pool underwent its annual black algae treatment this past week. This process included removal of the pool lights and detailed scrubbing and treatment of the light housings and surrounding areas to ensure proper maintenance and water quality standards.

Pressure washing of the white fencing located in front of the clubhouse property has also been completed.

Projects & Maintenance Items

The following maintenance and improvement items are currently being evaluated or scheduled for repair and replacement:

- Reviewing potential solutions for securing the dumpster area, including installation of a locking system.
- Replacement of the basketball hoop netting due to basketballs becoming lodged in the existing nets.
- Fence repairs are needed at the basketball court where sections of fencing have begun separating and require reinforcement.

- Additional storage space is needed for operational equipment and supplies. Staff is evaluating the sale of the current storage box and exploring permitting requirements for installation of a new 16' x 20' storage building with a concrete floor.
- The damaged picnic table has been removed, and a replacement table is currently on order.
- The tennis court's net post has deteriorated due to rust and will require replacement on both ends of the court.
- Playground equipment throughout the community requires repainting, which is recommended to be completed by a qualified third-party vendor.
- The playground area located on 110th Avenue requires attention regarding the access gate, fencing, and updated playground rules signage.
- Harris Romaner is currently preparing proposals for replacement and improvement of community signage throughout Harrison Ranch. Preliminary information may be available for Board discussion at the June 3rd meeting.

Community Events & Engagement

Lifestyle Director Laura Daily successfully coordinated the recent Mother's Day community event, which was well attended by residents. Participants enjoyed a "Paint & Create" activity where residents painted tulips in decorative vases. The event provided another positive opportunity for resident engagement and community interaction.

Rentals for the month of May

Rentals	6 @	200	\$1,200
Access Cards	0	\$0	\$0
Special Meeting	3 @	\$200	\$600
Deposit	6 @	\$300	\$1,800
Sub-Total			\$3,600
Refunded		\$1,800	\$1,800
Process Fee			\$223.25
Total			\$1,576.75

Respectfully submitted,

Tom Donato
Clubhouse Manager

Tab 6



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** July 1st
- **Series 2017 Bonds Eligible for Refunding:** May 1, 2038
- **Quarterly Website Compliance Audit:** Completed, 100% in compliance

June 3rd

**District
Manager's
Report**

2026

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<u>FINANCIAL SUMMARY</u>		<u>04/30/2026</u>
General Fund Cash & Investment Balance:		\$1,297,399
Reserve Fund Cash & Investment Balance:		\$594,492
Debt Service Fund Investment Balance:		\$374,413
Total Cash and Investment Balances:		\$2,266,304
General Fund Expense Variance:	\$78,712	Under Budget

Tab 7

Scott Farrington

Supervisor of Elections



**MAKE FREEDOM COUNT...
REGISTER AND VOTE!**

Manatee County, Florida

April 15, 2026

Harrison Ranch Community Development District
Attn: Matt O’Nolan
3434 Colwell Ave Suite 200
Tampa, FL. 33614

Dear Matt O’Nolan:

We are in receipt of your request for the number of registered voters in the Harrison Ranch Community Development District as of April 15, 2026. According to our records, there were 2,025 persons registered in the Harrison Ranch Community Development District as of that date.

I hope this information is helpful to you. If I can be of any further assistance to you, please do not hesitate to contact my office at your earliest convenience.

Sincerely,

A handwritten signature in black ink that reads "Scott Farrington". The signature is enclosed in a dashed rectangular border.

Scott Farrington
Supervisor of Elections

SF/sas

Tab 8

Shopping Cart (55)



Color-Teak
Chaise w/o Arms (30)
Chair (25)

Total \$19,395



NAUTICAL
Nautical Chaise
POLYWOOD Color: Teak
SKU: NAC2280TE
\$389.00

- 30 +



MODERN ADIRONDACK
Modern Adirondack Chair
POLYWOOD Color: Teak
SKU: AD420TE
\$309.00

- 25 +



RECENTLY VIEWED

RECOMMENDED



Eligible for White Glove Delivery

Select this premium service at checkout. Scheduled delivery to your outdoor space, including assembly and removal of all packaging.

Estimated Ship Date

6/3 - 6/8

If you order by 3 PM ET 5/22

Subtotal

\$19,395.00

Taxes, discounts and shipping calculated at checkout.

CHECK OUT



Color - Sand
Chaise w/o Arms
(30)
Chairs (25)
Total \$19,395



MODERN ADIRONDACK
Modern Adirondack Chair
POLYWOOD Color: Sand
SKU: AD420SA
\$309.00

- 25 +



NAUTICAL
Nautical Chaise
POLYWOOD Color: Sand
SKU: NAC2280SA
\$389.00

- 30 +



RECENTLY VIEWED

RECOMMENDED



Eligible for White Glove Delivery



Select this premium service at checkout. Scheduled delivery to your outdoor space, including assembly and removal of all packaging.

Estimated Ship Date

6/3 - 6/8
If you order by 3 PM ET 5/22

Subtotal

\$19,395.00

Taxes, discounts and shipping calculated at checkout.

CHECK OUT



Color - Sand
Upright Chair (25)



NAUTICAL
Nautical Curveback Upright Adirondack Chair
POLYWOOD Color: Sand
SKU: ADU610SA
\$519.00

- 25 +



Chairs with Arms (30)

Total ¹ 26,145



NAUTICAL
Nautical Chaise with Arms
POLYWOOD Color: Sand
SKU: NCC2280SA
\$439.00

- 30 +



RECENTLY VIEWED

RECOMMENDED



Eligible for White Glove Delivery



Select this premium service at checkout. Scheduled delivery to your outdoor space, including assembly and removal of all packaging.

Estimated Ship Date

6/8 - 6/10
If you order by 3 PM ET 5/22

Subtotal

\$26,145.00

Taxes, discounts and shipping calculated at checkout.

CHECK OUT

Tab 9

Lancelot Industries LLC

372 s.w Paar Dr. Psl, Fl 34953

Phone: 772-634-4474 / 772-618-3682

Lancelotindustries@gmail.com

Jadelancelotind@gmail.com

ATTN: Tom Donato

Job: Harrison Ranch

5755 Harrison Ranch Blvd, Parish Fl 34219

Date: March 9, 2026

Preparation Works

SITE SET UP

Key Note - The Client to provide clear access to the court(s) for the storage of materials and the preparation of the materials prior to installation, including access for work vehicles. Lancelot Industries LLC will not be responsible for any damage done to gain necessary access.

Key Note - A washout area is needed during the duration of the project.

Key Note - Client to provide access to clean potable water connection in close proximity to the work zone.

Key Note - Lancelot will not be responsible for removing or reinstalling any items including but not limited to benches, chairs, storage units etc. Owner is to have those items removed prior to our work and will be responsible for their whereabouts during and reinstallation after the completion of the project.

CRACK REPAIRS

Patch cracks using court patch binder.

Key Note - Lancelot Industries LLC will not guarantee that cracks will not re-open and new cracks will not appear. Cracks may reappear within days, weeks or months due to age and condition of the court(s) For resurfacing projects such as the one proposed within this quotation, the standard method of repair offered may provide some additional life in the court but the only way of seeking a long term proven solution to cracking, then the court should be reconstructed.

Key Note - This quotation does not allow for the removal or repair of any "heavy", root damage or any other faults unless specifically set out in this quotation.

BIRD BATH REPAIRS - BASES CONSTRUCTED BY OTHERS

Attempt to patch any isolated birdbaths or areas holding water with court patch binder.

Key Note - Lancelot Industries LLC are not able to level any large depressions

Key Note - A birdbath is a randomly located low area, where water which is 1/8" deep which tends to puddle or hold water after 1 hour of drying has ceased or after one hour of drying at 70 f in sunshine and after the rest of the court has dried. The statement "Attempt to patch any isolated birdbaths or areas holding water with court patch binder" does not apply to major depressions or large areas where water may remain after the rest of the court has dried.

Key Note - Lancelot Industries LLC will not guarantee that all water will be removed to the Courts, as bases have settled and no longer have the correct level of fall as specified by the ASBA. In addition, for resurfacing projects such as the one proposed within this quotation, the standard method of repair of birdbaths offered may provide some additional life in the court but the only way of seeking a long term proven solution to birdbaths, then the court should be reconstructed.

Court Preparation & Surfacing

1 TC & 4 Pickleball 120 x 120

Conversion to 4 Pickleball- on existing tennis furthest from entrance gate

1. Pressure clean court as needed to remove loose dirt and mildew.
2. Flood court with water and allow 90 minutes of direct sunlight for drying and drainage of water. Any remaining area holding water over the thickness of a nickel will be patched using an acrylic patch mix.
3. The patch mix consists of patching binder which is a bonding agent, mixed with portland cement and sand. * Court must have proper slope to ensure water drainage.
4. Birdbath/settled area closest to the playground will be addressed as best as possible.
5. Grind or machine sand raised areas on court surface as necessary. Any extensive patching will be billed at a daily rate.
6. Measure and locate to install two sets of pickleball sleeves on each side of the tennis net, along with center anchors. These sleeves and center anchors will be set in concrete.
7. Supply and install new pickleball nets and pickleball net posts for these 4 courts. Existing tennis net will remain to act as a divider net between the courts.
8. Fill existing cracks with an acrylic crack filler as best as possible prior to resurfacing.
9. Apply 2 coats of acrylic resurfacer over entire court surface. Acrylic resurfacer is 100% acrylic concentrate that is blended with sand and water.
10. Apply 2 coats of acrylic color over the entire court surface. These color coats are made of high quality color pigments and acrylic binders. (Colors -Blue in, green out.)
11. Paint two inch wide playing lines in accordance with U.S.P.A. standards, using a white textured line paint consisting of high-quality titanium pigments.
12. Thoroughly clean up all drums, trash, etc. upon completion of job.

Tennis Court Scope - Closest to entrance

1. Pressure clean court as needed to remove loose dirt and mildew.
2. Flood court with water and allow 90 minutes of direct sunlight for drying and drainage of water. Any remaining area holding water over the thickness of a nickel will be patched using an acrylic patch mix. The patch mix consists of patching binder which is a bonding agent, mixed with portland cement and sand. * Court must have proper slope to ensure water drainage.
3. Grind or machine sand raised areas on court surface as necessary. Any extensive patching will be billed at a daily rate.
4. Fill existing cracks with an acrylic crack filler as best as possible prior to resurfacing.
5. Apply 2 coats of acrylic resurfacer over entire court surface. Acrylic resurfacer is 100% acrylic concentrate that is blended with sand and water.
6. Apply 2 coats of acrylic color over the entire court surface. These color coats are made of high quality color pigments and acrylic binders. (Colors -Blue in/Green out.)
7. Paint two inch wide playing lines in accordance with U.S.T.A. standards, using a white textured line paint consisting of high quality titanium pigments.
8. Supply and install 1 new tennis net post (*dead end post only* the post is currently unlevel)
9. Supply and install 1 new tennis net.
10. Thoroughly clean up all drums, trash, etc. upon completion of job.

Total cost \$29,800.00

Terms: 50 deposit, 25 % upon material delivery, 25% upon completion.

****Resurfacing does NOT keep cracks from re appearing****

PAYMENT TERMS: Upon acceptance of this Proposal a fifty percent (50%) deposit of total price will be due 25% due upon material drop and 25% remaining balance due upon completion. A signed proposal and deposit are required prior to scheduling services. Prices are based on cost of materials as of the date of this proposal.

****Materials costs & Shipping is subject to change if proposal is 30 days or older. This proposal may be withdrawn if not accepted within 30 days **All credit card payments will be charged an additional 5% processing fee****

Guarantee: Lancelot Industries guarantees all work against defects in workmanship or materials for a period of 2 year from the date of completion. This guarantee excludes normal wear and tear, physical abuse or neglect, and any other conditions beyond control of Lancelot Industries such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor bubbles, intrusion of weeds or grass, etc. Lancelot Industries does not guarantee that cracks won't break through the surface. This guarantee will become void upon owner's failure to comply with the payment schedule. Our guarantee does NOT apply to concrete pads/slabs/driveways etc. ***No** guarantee or warranty will be applied to unknown conditions including, but not limited to, imperfections in the sub-base, base rock, and paving or concrete surface—when applicable. Guarantee will not be provided for projects that are in need of a full rehab or have underlying issues such as but not limited to, compromised rock base, root damaged areas, areas with plants surrounding that can/will cause future root damage

Credit: If customer does not pay as agreed, Lancelot Industries shall have the right to file a lien against the real estate for the amount of work done. No further work shall be completed if installment payments are not received as specified. Lancelot Industries LLC will add a **15%** finance charge **PER DAY** to any unpaid invoice past due (10) **ten days**. No warranties are honored unless payment is made in full. Warranties are for a period of one (1) year from the date of project completion. In the event of a dispute regarding this contract, the financially responsible party for which the work is performed agrees to pay all attorney fees, collection costs and all related costs incurred until such dispute is settled.

Customer will furnish access to site for equipment and materials and provide electricity and a clean water supply within a reasonable distance. The owner accepts responsibility for seeing that all landscaping, grass, and shrubbery outside the court perimeter be lower than the court surface to ensure proper drainage. The owner agrees to keep all sprinkler systems off during resurfacing work. Conflicts with irrigation, electrical and utilities are to be repaired by owners at their expense. We are NOT responsible for any existing conditions or damages to lawn/landscape to acquire access to court(s).

***All agreements** are contingent upon the absence of weather delays, accidents, strikes and acts of God and nature beyond our control. All guarantees exclude any and all liability for acts of vandalism, negligence of others, abnormal usage, lack of maintenance, work done by others –not in our contract, or conditions beyond our control. Owner to carry and maintain insurance coverage for fire, tornado, hurricane, and property losses during time of work scope.

***Upon acceptance and return to us, this proposal becomes our entire contract.**

Proposal / Contract Accepted

X _____

Thank you, Lancelot Industries LLC

Tab 10



Rizzetta & Company

Harrison Ranch Community Development District

**Financial Statements
(Unaudited)**

March 31, 2026

Prepared by: Rizzetta & Company, Inc.

harrisonranchcdd.org
rizzetta.com

Harrison Ranch Community Development District

Balance Sheet

As of 03/31/2026

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets						
Cash In Bank	113,177	(4,250)	3,547	112,474	0	0
Investments	1,243,727	656,555	363,521	2,263,803	0	0
Accounts Receivable	52,410	0	8,031	60,441	0	0
Prepaid Expenses	1,072	0	0	1,072	0	0
Refundable Deposits	12,993	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	375,099
Amount To Be Provided Debt Service	0	0	0	0	0	2,539,901
Total Assets	1,423,379	652,305	375,099	2,450,783	14,420,190	2,915,000
Liabilities						
Accounts Payable	12,012	0	0	12,012	0	0
Accrued Expenses	19,600	0	0	19,600	0	0
Other Current Liabilities	7	0	0	7	0	0
Due To Other	5,040	0	0	5,040	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	2,915,000
Total Liabilities	36,659	0	0	36,659	0	2,915,000
Fund Equity & Other Credits						
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	871,194	97,826	235,490	1,204,510	0	0
Total Fund Equity & Other Credits	1,386,719	652,305	375,099	2,414,123	14,420,190	0
Total Liabilities & Fund Equity	1,423,379	652,305	375,099	2,450,783	14,420,190	2,915,000

See Notes to Unaudited Financial Statements

Harrison Ranch Community Development District
Statement of Revenues and Expenditures
As of 03/31/2026
(In Whole Numbers)

	Year Ending 09/30/2026 <small>Annual Budget</small>	Through 03/31/2026 <small>YTD Budget</small>	Month Ending 03/31/2026 <small>MTD Actual</small>	Year To Date 03/31/2026 <small>YTD Actual</small>	<small>YTD Variance</small>
Revenues					
Interest Earnings					
Interest Earnings	10,000	5,000	3,860	11,709	6,709
Special Assessments					
Tax Roll	1,695,395	1,695,395	0	1,715,353	19,958
Other Misc. Revenues					
Clubhouse Rentals	5,000	2,500	1,000	5,643	3,143
Community Activity Revenue	4,000	2,000	0	0	(2,000)
Events & Sponsorships	3,000	1,500	0	0	(1,500)
Key/Access/Transponder Revenue	1,000	500	0	280	(219)
Lease Revenue	1,200	600	98	3,392	2,791
Miscellaneous Revenue	3,000	1,500	0	140	(1,359)
Vendor Rebates	0	0	0	2	1
Total Revenues	1,722,595	1,708,995	4,958	1,736,519	27,524
Expenditures					
Legislative					
Supervisor Fees	14,000	7,000	1,000	4,400	2,600
Total Legislative	14,000	7,000	1,000	4,400	2,600
Financial & Administrative					
Accounting Services	22,067	11,034	1,839	11,034	0
Administrative Services	6,398	3,199	533	3,199	0
Assessment Roll	5,793	5,793	0	6,393	(600)
Auditing Services	3,800	0	0	0	0
Bank Fees	300	150	110	461	(312)
District Engineer	25,000	12,500	687	14,725	(2,225)
District Management	29,716	14,858	2,476	14,858	0
Dues, Licenses & Fees	2,700	2,700	1,073	1,248	1,453
Financial & Revenue Collections	5,793	2,896	483	2,896	0
Legal Advertising	1,000	500	89	665	(165)
Public Officials Liability Insurance	4,506	4,506	0	3,566	940
Trustees Fees	4,100	4,100	0	3,704	396
Website Hosting, Maintenance, Backup & E	4,138	2,069	585	1,969	100
Total Financial & Administrative	115,311	64,305	7,875	64,718	(413)
Legal Counsel					
District Counsel	33,500	16,750	848	30,551	(13,801)
Total Legal Counsel	33,500	16,750	848	30,551	(13,801)
Electric Utility Services					
Utility - Recreation Facilities	38,500	19,250	3,016	17,010	2,240
Utility - Street Lights	40,000	20,000	2,405	15,414	4,586
Utility Services	5,500	2,750	410	2,511	239
Total Electric Utility Services	84,000	42,000	5,831	34,935	7,065
Water-Sewer Combination Services					
Utility Services	45,500	22,750	6,648	36,414	(13,664)

See Notes to Unaudited Financial Statements

Harrison Ranch Community Development District
Statement of Revenues and Expenditures
As of 03/31/2026
(In Whole Numbers)

	Year Ending 09/30/2026 <u>Annual Budget</u>	Through 03/31/2026 <u>YTD Budget</u>	Month Ending 03/31/2026 <u>MTD Actual</u>	Year To Date 03/31/2026 <u>YTD Actual</u>	<u>YTD Variance</u>
Total Water-Sewer Combination Services	45,500	22,750	6,648	36,414	(13,664)
Stormwater Control					
Aerator Maintenance	2,500	1,250	0	600	650
Aquatic Maintenance	70,800	35,400	5,664	33,984	1,416
Aquatic Plant Replacement	25,000	12,500	0	0	12,500
Catfish Removal	2,152	1,076	0	0	1,076
Fish Stocking	4,000	2,000	0	0	2,000
Lake/Pond Bank Maintenance & Repair	100,000	50,000	0	26,170	23,830
Midge Fly Treatments	20,526	10,263	0	0	10,263
Total Stormwater Control	<u>224,978</u>	<u>112,489</u>	<u>5,664</u>	<u>60,754</u>	<u>51,735</u>
Other Physical Environment					
Conservation & Weir Maintenance Contract	10,000	5,000	0	0	5,000
Entry & Walls Maintenance & Repair	1,500	750	0	0	750
Fire Ant Treatment	10,197	5,098	0	0	5,098
General Liability & Property Insurance	40,659	40,659	0	36,439	4,220
Holiday Decorations	22,500	20,625	0	21,554	(929)
Irrigation Maintenance	43,200	21,600	0	4,102	17,498
Irrigation Repair	33,500	16,750	0	16,764	(13)
Landscape - Annuals/Flowers	20,000	10,000	0	6,637	3,362
Landscape - Fertilizer	47,915	23,958	3,486	30,814	(6,856)
Landscape - Mulch	55,000	27,500	0	52,000	(24,500)
Landscape - Pest Control	10,509	5,254	876	3,478	1,777
Landscape Maintenance	337,288	168,644	34,278	180,595	(11,951)
Landscape Replacement Plants, Shrubs, Tr	20,000	10,000	500	8,910	1,089
Trail/Bike Path Maintenance	15,000	7,500	0	0	7,500
Tree Trimming Services	15,000	7,500	0	0	7,500
Total Other Physical Environment	<u>682,268</u>	<u>370,838</u>	<u>39,140</u>	<u>361,293</u>	<u>9,545</u>
Road & Street Facilities					
Parking Lot Repair & Maintenance	500	250	0	0	250
Sidewalk Maintenance & Repair	2,500	1,250	800	800	450
Street Light/Decorative Light Maintenance	85,000	42,500	17,939	49,460	(6,960)
Street Sign Repair & Replacement	2,000	1,000	0	0	1,000
Total Road & Street Facilities	<u>90,000</u>	<u>45,000</u>	<u>18,739</u>	<u>50,260</u>	<u>(5,260)</u>
Parks & Recreation					
Access Control Maintenance & Repair	2,000	1,000	0	641	359
Athletic Court/Field/Playground Maintenance	3,000	1,500	901	3,351	(1,851)
Clubhouse Facility Janitorial Supplies	1,700	850	145	335	516
Clubhouse Janitorial Services	10,400	5,200	2,350	16,450	(11,250)
Clubhouse Maintenance & Repair	10,000	5,000	5,075	17,037	(12,038)
Clubhouse Programs/Events	40,000	20,000	4,004	16,314	3,686
Computer Support, Maintenance & Repair	500	250	0	0	250
Employee - Salaries	221,209	110,605	23,998	101,845	8,759
Facility A/C & Heating Maintenance &	1,400	700	0	1,466	(766)

See Notes to Unaudited Financial Statements

Harrison Ranch Community Development District
Statement of Revenues and Expenditures
As of 03/31/2026
(In Whole Numbers)

	Year Ending 09/30/2026 <u>Annual Budget</u>	Through 03/31/2026 <u>YTD Budget</u>	Month Ending 03/31/2026 <u>MTD Actual</u>	Year To Date 03/31/2026 <u>YTD Actual</u>	<u>YTD Variance</u>
Rep					
Fitness Equipment Maintenance & Repair	2,400	1,200	0	350	850
Furniture Repair & Replacement	1,200	600	0	0	600
Interior Clubhouse Maintenance & Repairs	2,000	2,000	0	2,345	(344)
Management Contract	13,200	6,600	0	0	6,600
Office Supplies	1,000	500	227	285	214
Pest Control	700	350	0	200	150
Playground Equipment & Maintenance	1,000	499	0	0	500
Pool Furniture Replacement	1,500	750	0	0	750
Pool Repairs	10,000	5,000	4,219	7,791	(2,790)
Pool Service Contract	52,800	26,400	4,400	26,400	0
Security & Fire Monitoring Services	1,500	1,500	0	7,184	(5,685)
Security System Monitoring Services & Ma	12,879	6,440	311	5,516	924
Telephone, Internet, Cable	12,000	6,000	1,247	7,290	(1,290)
Tennis Court Maintenance & Supplies	1,250	625	0	0	625
Wildlife Management Services	14,400	7,200	1,200	7,200	0
Total Parks & Recreation	<u>418,038</u>	<u>210,769</u>	<u>48,077</u>	<u>222,000</u>	<u>(11,231)</u>
Contingency					
Miscellaneous Contingency	15,000	7,500	0	0	7,500
Total Contingency	<u>15,000</u>	<u>7,500</u>	<u>0</u>	<u>0</u>	<u>7,500</u>
Total Expenditures	<u>1,722,595</u>	<u>899,401</u>	<u>133,822</u>	<u>865,325</u>	<u>34,076</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>809,594</u>	<u>(128,864)</u>	<u>871,194</u>	<u>61,600</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>1,515,583</u>	<u>515,525</u>	<u>515,525</u>
Total Fund Balance, End of Period	<u>0</u>	<u>809,594</u>	<u>1,386,719</u>	<u>1,386,719</u>	<u>577,125</u>

See Notes to Unaudited Financial Statements

362 Reserve Fund

Harrison Ranch Community Development District
 Statement of Revenues and Expenditures
 As of 03/31/2026
 (In Whole Numbers)

	Year Ending 09/30/2026 <u>Annual Budget</u>	Through 03/31/2026 <u>YTD Budget</u>	Month Ending 03/31/2026 <u>MTD Actual</u>	Year To Date 03/31/2026 <u>YTD Actual</u>	<u>YTD Variance</u>
Revenues					
Interest Earnings					
Interest Earnings	0	0	2,064	11,962	11,962
Special Assessments					
Tax Roll	122,818	122,818	0	122,818	0
Total Revenues	<u>122,818</u>	<u>122,818</u>	<u>2,064</u>	<u>134,780</u>	<u>11,962</u>
Expenditures					
Contingency					
Capital Reserve	122,818	122,818	17,853	36,954	85,864
Total Contingency	122,818	122,818	17,853	36,954	85,864
Total Expenditures	<u>122,818</u>	<u>122,818</u>	<u>17,853</u>	<u>36,954</u>	<u>85,864</u>
Total Excess of Revenues Over(Under) Ex-	<u>0</u>	<u>0</u>	<u>(15,789)</u>	<u>97,826</u>	<u>97,826</u>
penditures					
Fund Balance, Beginning of Period	0	0	668,094	554,479	554,479
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>652,305</u>	<u>652,305</u>	<u>652,305</u>

See Notes to Unaudited Financial Statements

362 Debt Service Fund S2017

Harrison Ranch Community Development District
 Statement of Revenues and Expenditures
 As of 03/31/2026
 (In Whole Numbers)

	Year Ending 09/30/2026 <small>Annual Budget</small>	Through 03/31/2026 <small>YTD Budget</small>	Month Ending 03/31/2026 <small>MTD Actual</small>	Year To Date 03/31/2026 <small>YTD Actual</small>	<small>YTD Variance</small>
Revenues					
Interest Earnings					
Interest Earnings	0	0	910	3,059	3,059
Special Assessments					
Tax Roll	282,515	282,515	0	284,922	2,407
Total Revenues	<u>282,515</u>	<u>282,515</u>	<u>910</u>	<u>287,981</u>	<u>5,466</u>
Expenditures					
Debt Service					
Interest	92,515	92,515	0	47,490	45,025
Principal	190,000	190,000	0	5,000	185,000
Total Debt Service	<u>282,515</u>	<u>282,515</u>	<u>0</u>	<u>52,490</u>	<u>230,025</u>
Total Expenditures	<u>282,515</u>	<u>282,515</u>	<u>0</u>	<u>52,490</u>	<u>230,025</u>
Total Excess of Revenues Over(Under) Ex- penditures	<u>0</u>	<u>0</u>	<u>910</u>	<u>235,491</u>	<u>235,491</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>374,189</u>	<u>139,608</u>	<u>139,608</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>375,099</u>	<u>375,099</u>	<u>375,099</u>

See Notes to Unaudited Financial Statements

Harrison Ranch CDD
Investment Summary
March 31, 2026

<u>Account</u>	<u>Investment</u>	<u>Yield</u>	<u>Balance as of</u> <u>March 31, 2026</u>
Valley National Bank	Governmental Checking/ICS	4.00%	\$ 187,215
FL CLASS General	Average Monthly Yield	3.72%	1,056,512
Total General Fund Investments			<u>\$ 1,243,727</u>
Valley National Bank	Governmental Checking/ICS	4.00%	\$ 107,345
FL CLASS Enhanced Cash Reserve	Average Monthly Yield	3.72%	549,210
Total Reserve Fund Investments			<u>\$ 656,555</u>
US Bank Series 2017 Revenue	First American Treasury Obligation Fund Class Y	4.00%	\$ 331,973
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%	3,300
Total Debt Service Fund Investments			<u>\$ 363,521</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 03/01/2026 to 03/31/2026**

Fund_ID	Fund Name	Customer	Invoice Number	AR Account	Date	Balance Due
362, 2432						
362-001	362 General Fund	Copperstone CDD	AR00003120	11510	12/11/2025	13.08
362-001	362 General Fund	Copperstone CDD	AR00003120	11510	12/11/2025	186.92
362-001	362 General Fund	Manatee County Tax Collector	AR00002914	12110	10/01/2025	51,809.66
362-001	362 General Fund	Summer Woods HOA	AR00003226	11510	02/01/2026	13.08
362-001	362 General Fund	Summer Woods HOA	AR00003226	11510	02/01/2026	186.92
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
Sum for 362, 2432						52,409.66
362, 2434						
362-200	362 Debt Service Fund S2017	Manatee County Tax Collector	AR00002914	12110	10/01/2025	8,031.47
Sum for 362, 2434						8,031.47
Sum for 362						60,441.13
Sum Total						60,441.13

See Notes to Unaudited Financial Statements

**Harrison Ranch Community Development District
Summary A/P Ledger
From 03/01/2026 to 03/31/2026**

Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
362, 2432					
362 General Fund	03/01/2026	Charter Communica- tions	2144984031826	Cable Services -Gym 03/26	99.56
362 General Fund	03/01/2026	Cooper Pools Inc.	1417	Pool Repairs 03/26	3,070.89
362 General Fund	03/01/2026	Cooper Pools Inc.	1416	Pool Repairs 03/26	1,123.28
362 General Fund	03/01/2026	Frontier Communica- tions of FL	9417763095090719-5	Internet 5755 Harrison Ranch Blvd 03/26	736.08
362 General Fund	03/01/2026	Landscape Mainte- nance Professionals, Inc.	362611-1	Tree Removal - Mag- nolia Landing Blvd. 11/25	500.00
362 General Fund	11/25/2025	Manatee County Utili- ties Department	100136693	11/25 ACH10720 55th Ct E 11/25	(8.02)
362 General Fund	11/25/2025	Manatee County Utili- ties Department	100136749	11/25 ACH11220 58th Street Cir E- Reclaimed 11/25	(3.64)
362 General Fund	11/25/2025	Manatee County Utili- ties Department	100136525	11/25 ACH5936 106th Terr E- Reclaimed 11/25	(3.85)
362 General Fund	11/25/2025	Manatee County Utili- ties Department	100136638	11/25 ACH5305 105th Ter E 11/25	(8.18)
362 General Fund	03/01/2026	Marlin Business Bank	41730801	Copystar Copier - Ac- count # 1613410 03/26	389.34
362 General Fund	03/01/2026	Rizzetta & Company, Inc.	INV0000108166	Personnel Reimburse- ment 03/26	6,116.43
Sum for 362, 2432					12,011.89
Sum for 362					12,011.89
Sum Total					12,011.89

Harrison Ranch Community Development District
Notes to Unaudited Financial Statements
March 31, 2026

Balance Sheet

1. Trust statement activity has been recorded through 03/31/26.
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 11

Tab 12

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 **Wednesday, April 22, 2026, 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	Board Supervisor, Chairman
Tom Benton	Board Supervisor, Vice Chair
Victor Colombo	Board Supervisor, Asst. Secretary
Julianne Giella	Board Supervisor, Asst. Secretary
James Ritchey	Board Supervisor, Asst. Secretary

Also present were:

Matt O'Nolan	District Manager, Rizzetta & Company
Laura Dailey	Clubhouse Manager, Rizzetta & Company
Tom Dornetto	Clubhouse Manager, Rizzetta & Company
Patrick Collins	District Counsel, Kilinski/Van Wyk (via phone)
Rick Schappacher	District Engineer, Schappacher Engineering
Todd Ruggles	Representative, Juniper
Andrew Watson	Representative, Juniper

Audience **Present**

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 landscaping, mulch, fence, pond 39 aerator and overgrowth.

THIRD ORDER OF BUSINESS

Staff Reports

A. Pond & Mitigation Maintenance Update

The Board tabled the Sitex proposals and requested that Sitex must attend all meetings going forward.

50 **B. Landscape Maintenance Updates**

51 Mr. Watson and Mr. Ruggles presented their report to the Board.

52
53 The Board requested staff figure out where LMP left off on previously
54 approved trail work and ensure work is being completed.

55
56 Mr. Watson, Mr. Dornetto and Ms. Giella to coordinate site visit to walk the trails
57 and determine priority areas.

58
59 On a Motion by Ms. Giella, seconded by Mr. Ritchey, with all in favor, the Board of
Supervisors approved the Juniper annuals proposal #392041 in the amount of
\$6,969.38, for the Harrison Ranch Community Development District.

60 On a Motion by Mr. Ritchey, seconded by Ms. Giella, with all in favor, the Board of
Supervisors approved the Juniper entry to parking lot tips proposal # 368340 in the
amount of \$1,148.24, for the Harrison Ranch Community Development District.

61 On a Motion by Mr. Colombo, seconded by Mr. Ritchey, with all in favor, the Board of
Supervisors approved the Juniper proposal #379951 for small flowering tree behind
clubhouse in the amount of \$792.53, for the Harrison Ranch Community Development
District.

62 The remainder of the proposals were tabled.

63
64 **C. District Counsel**

65 Mr. Collins presented his report to the Board and spoke about new legislation.

66
67 The Board asked questions and expressed concerns about ethics complaints.
68 Mr. Collins advised that supervisors should reach out individually to district
69 counsel with any questions regarding ethics complaints..

70
71 **D. District Engineer**

72 Mr. Schappacher presented his report to the Board. He provided an update on
73 the Eddy North Barrier, the status of Cross Creek's pond repair work, and the
74 County's request to add raised crosswalks on Harrison Ranch Boulevard.

75
76 **E. Clubhouse Manager Report**

77 Ms. Dailey introduced herself. Mr. Dornetto gave his report to the Board.

78
79 The Board requested that staff fix the microphones.

80
81 The Board requested Amenity Manager provide Board with a hog trapping
82 report at each meeting.

83

On a Motion by Mr. Colombo, seconded by Ms. Julianne Geilla, with all in favor, the Board of Supervisors approved NTE of \$6000 authorizing staff to replace picnic table and two benches, for the Harrison Ranch Community Development District.

84
85
86
87

F. District Manager Report

Mr. O'Nolan stated that the next BOS Meeting is scheduled for May 6, 2026, at 6:30 pm. He reviewed the latest financial report.

88
89

FOURTH ORDER OF BUSINESS

Discussion of Procedures for Use of CDD Facilities

There was a discussion on use of CDD Facilities. The board requested that community programming agreements be added to the next agenda.

92

FIFTH ORDER OF BUSINESS

Resident Clubs

On a Motion by Mr. Benton, seconded by Ms. Giella with all in favor, the Board of Supervisors approved the resident club updated form for the Harrison Ranch Community Development District.

93

94

SIXTH ORDER OF BUSINESS

HOA

On a Motion by Ms. Walterick, seconded by Ms. Giella, with all in favor, the Board of Supervisors approved updating the HOA lease agreement to include accurate exhibit for the Harrison Ranch Community Development District.

95

96

SEVENTH ORDER OF BUSINESS

Presentation of the Financial Report for January and February 2026

97

98

The Board reviewed the Financial Reports for January and February 2026.

99

EIGHTH ORDER OF BUSINESS

Consideration of Operations & Maintenance Expenditures for January, February and March 2026

100

101

On a Motion by Mr. Colombo, seconded by Mr. Ritchey, with all in favor, the Board of Supervisors approved the Operations and Maintenance Expenditures for January (\$19,451.54), February (\$131,588.85) and March 2026 (\$148,943.27) for the Harrison Ranch Community Development District.

102

103

NINTH ORDER OF BUSINESS

Ratification of Juniper Proposal

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

104

105

TENTH ORDER OF BUSINESS

Supervisor Requests

106 Supervisor Benton requested AM follow up on former manager Brent Clark's
107 statement regarding trespasser and ensure a police report is filed.

108 Supervisor Giella announced that she would be resigning from her seat effective May
109 5, 2026.

On a Motion by Mr. Ritchey, seconded by Ms. Walterick, with all in favor, the Board of Supervisors accepted Ms. Giella's resignation effective May 5, 2026, and the board, for the Harrison Ranch Community Development District.

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112

ELEVENTH ORDER OF BUSINESS

Adjournment

114

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

117

On a Motion by Mr. Colombo, seconded by Mr. Ritchey, with all in favor, the Board of Supervisors adjourned the regular Board meeting at 8:38 p.m. for the Harrison Ranch Community Development District.

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Asst. Secretary

Chair / Vice Chair

DRAFT

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 **Wednesday, May 6, 2026, 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	Board Supervisor, Chairman
Tom Benton	Board Supervisor, Vice Chair
Victor Colombo	Board Supervisor, Asst. Secretary
James Ritchey	Board Supervisor, Asst. Secretary

Also present were:

Matt O'Nolan	District Manager, Rizzetta & Company
Laura Dailey	Clubhouse Manager, Rizzetta & Company
Tom Dornetto	Clubhouse Manager, Rizzetta & Company
Lauren Gentry	District Counsel, Kilinski/Van Wyk
Todd Ruggles	Representative, Juniper
Andrew Watson	Representative, Juniper

Audience **Present**

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 e-bikes and Valley bank potential duplicate payment.

THIRD ORDER OF BUSINESS

Business Items

A. Consideration of Sitex Proposals

The Board requested staff bring back Sitex plant and fish stocking proposals when the time is right to do the work.

50 Supervisor Benton requested Sitex investigate pond 16 growth and provide to
51 the Board the schedule of midge fly treatments.

52
53 **B. Consideration of Pool Furniture Proposals**

54
55 The Board requested more detailed proposals on Polywood furniture and
56 example of the type and color options.

57
58 **C. District Counsel**

59
60 Ms. Gentry went over her report with the Board. She reviewed Florida legal
61 restrictions on gambling in CDD facilities.

62
63 Ms. Gentry also reviewed the termination provisions in the community
64 programming agreement. Staff summarized the programs currently taking place
65 on District property.

66

On a Motion by Mr. Benton, seconded by Mr. Colombo, with all in favor, the Board of Supervisors approved providing 30 days' notice of termination for all current community program services agreements currently in place; and authorized temporary agreements for any vendor without a current agreement on file for community program services; and directed that any community program vendors that wish to continue service will need to provide a new updated proposal to the Board for consideration, for the Harrison Ranch Community Development District.

67
68 The Board requested staff do an audit on all club, community program
69 services and any other agreements of regular use of amenity facilities.

70
71 **FOURTH ORDER OF BUSINESS** **Consideration of Fiscal Year 2026-2027**
72 **Budget**

73 The Board had a discussion on the Fiscal Year 2026-2027 Budget.

74 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2026-06,**
75 **Adopting the Fiscal Year 2026-2027**
76 **Budget**

77

On a Motion by Ms. Walterick, seconded by Mr. Colombo, with all in favor, the Board of Supervisors approved the proposed budget for FY 26-27 and adopted resolution 2026-06 approving the FY 26-27 proposed budget with option one for an increase in the amount of 4.90% and an annual dollar amount range of \$72.63 to \$101.69. Public hearing set for August 5, 2026, for the Harrison Ranch Community Development District.

78

On a Motion by Mr. Colombo seconded by Mr. Benton, with all in favor, the Board of Supervisors appointed Ms. Joniec to seat 2, for the Harrison Ranch Community Development District.

79

80

81 **SIXTH ORDER OF BUSINESS**

Supervisor Requests

82 Supervisor Benton expressed concern about renewing program agreements
83 with vendors who have not complied with the District's procedures in the past.

84 The Board requested Chico attend one of the next two meetings to explain
85 the amenity staff increase in detail.

86 The Board requested staff seek additional proposals for hog trapping and
87 amenity staff work with current hog trapper to get detailed monthly written
88 reports.

89 The Board requested staff seek additional proposals for hog trapping and
90 amenity staff work with current hog trapper to get detailed monthly written
91 reports.

92 The Board requested updated FL Class report.

93 Supervisor Benton requested follow up on Cooper Pools overflow credit. Mr.
94 Dornetto will provide an update on camera install date/progress.

95 The Board discussed the key fob system and directed that staff review the age
96 discrepancy between the age for getting a key card versus the age for using the
97 amenities unsupervised. The Board directed that for the new system staff
98 should begin by issuing two credentials per household.

99 **SEVENTH ORDER OF BUSINESS**

Adjournment

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

102

On a Motion by Mr. Benton, seconded by Mr. Richey, with all in favor, the Board of Supervisors adjourned the regular Board meeting at 8:31 p.m. for the Harrison Ranch Community Development District.

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Asst. Secretary

Chair / Vice Chair

DRAFT

Tab 13

AGREEMENT FOR COMMUNITY PROGRAM SERVICES

THIS AGREEMENT is made and entered into by and between:

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

Contractor Business Entity Name: _____

Address: _____

Check One: Individual For-profit business Non-profit business Other (“**Contractor**”)

and is acknowledged by

Rizzetta & Company, Inc., a Florida corporation with offices located at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 (“**Amenity Manager**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure improvements and recreational facilities; and

WHEREAS, the District desires to retain an independent contractor to provide amenity programming services for the benefit of the District’s Patrons and Guests, as those terms are defined in the District’s Amenity Rules & Policies; and

WHEREAS, under a separate contract, the Amenity Manager provides amenity management services and is responsible for coordinating community program services; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this agreement.

WHEREAS, Contractor represents that Contractor is qualified to provide the Services and desires to enter into an agreement with the District to do so in accordance with the terms and specifications in this Agreement.

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

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.

2. **Duties.** The scope of Services, and schedule for the Services, are as set forth in **Exhibit A**. Contractor shall:

- a. Coordinate Services directly with District’s representative, which shall be the Amenity Manager or his or her designee;

- b. Ensure that only District Patrons and Guests, within the meaning of the District rules and policies, as amended from time to time, participate in the lessons, activities or programs offered as part of the Services;
- c. Ensure that all participants execute a waiver in substantially the form set forth at **Composite Exhibit C**, and provide a copy of all waivers to the District;
- d. Maintain sign-in sheets for all programs, activities, and lessons in substantially the form set forth in **Composite Exhibit C**;
- e. Ensure that District Patrons have priority over Guests in registering for the activities and/or programs provided hereunder;
- f. Abide by the District rules and policies, as amended from time to time, and shall notify the Amenity Manager in the event that any Patron, Guest or other person fails to abide by the District rules and policies;
 - i. The Contractor agrees that it has obtained, read and understood the District's rules and policies, as amended from time to time. Among other provisions, the Contractor recognizes that all persons participating in lessons, activities or programs offered by the Contractor must be District residents, individuals who have paid the District's annual user fees, or guests of the foregoing. If the Contractor is a District Patron (as that term is defined in the District's Amenities Rules), the Contractor's Guest privileges shall not apply to the activities and programs provided by Contractor pursuant to this Agreement.
- g. Maintain the area where the area where the Services are provided during Contractor's use of the amenities, including, but not limited to, ensuring cleanliness and debris-free condition;
- h. Be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are performed; and
- i. Maintain all necessary licenses, permits and other authority to provide such Services.

3. **Mandatory Monthly Reporting.** Contractor must comply with the following requirements and report to the District Manager no later than the 15th of each month ("**Reporting Date**"):

- a. *Sign-In Sheets* – Contractor must maintain a sign-in sheet for each class, lesson, or program offered on District Property, in a form substantially similar to the form attached at **Composite Exhibit C**. A copy of all sign-in sheets for the preceding month shall be provided to the District Manager by the Reporting Date.
- b. *Guest Fees.* If any guest fees are collected under Section 7.B., such fees must be remitted to the District no later than the Reporting Date.

4. **Care of Property.** Contractor agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in its lessons, activities or programs to do the same. The Contractor agrees that it shall assume responsibility for any and all damage to the District's facility or lands as a result of Contractor's use under this Agreement which may be attributable to events other than ordinary wear and tear. In the event that any damage to the District's facility or lands occurs, the Contractor shall promptly notify the Amenity Manager, who shall notify the District. The Contractor agrees that the Amenity Manager may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, residents and landowners. The Contractor agrees to reimburse the

District for any such repairs within thirty (30) days of receipt of an invoice from the Amenity Manager and/or District reflecting the cost of the repairs made under this section.

5. **Use of Amenities.** Contractor understands and agrees that, at the District's option, the Contractor may not have exclusive use of the amenity area where the lesson, activity, or program is being provided by the Contractor, and instead may have access to only an area designated by the District or the Amenity Manager. Contractor shall be responsible for ensuring that its lesson, activity, or program sizes do not exceed the capacity of the amenities, and shall timely provide class size information to the Amenity Manager to assist with this determination. Further, the District reserves the right to cancel any lesson, activity, or program with no or limited notice to Contractor and for any or no reason.

6. **Professional Judgment.** Contractor represents that it is qualified to provide the Services and has all applicable licenses, certifications and other regulatory approvals or qualifications, consistent with industry standards. Contractor shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in providing the Services, including taking precautions for the safety of the attendees and others at the amenities. The District shall in no way be responsible for the safety of any participant or other person while using District facilities. All such participants shall execute the District's form waiver agreement, and the Contractor shall be responsible for ensuring that participants have executed the form.

- a. For those offering swim instruction, Contractor further represents that Contractor has the certification(s) as provided in s. 514.071, *Florida Statutes*, and other applicable law. For those providing pool monitor services, Contractor agrees to ensure that the operation and maintenance of the swim amenities are in compliance with all requirements of applicable law, including but not limited to Florida's Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plans. If the District so agrees in writing, the Contractor may staff the pool with pool monitors who are not certified lifeguards, provided that, to the extent required by law and as reasonably determined by the Contractor, the Contractor shall further employ additional attendants who have the current requisite certificate from the American Red Cross (or an acceptable alternative from another provider), undergo periodic in-service training and otherwise met any legal requirements. Documentation of such certification and training must be on file at the amenities facilities and available upon request.
 - b. All minors participating in any lessons, activities or programs shall only participate with the consent of a parent or guardian, and Contractor shall be required to abide by the District's Youth Program Safety Guidelines, a copy of which may be obtained from the Amenity Manager, when interacting with children in any way.
7. **Compensation.**
- a. *Compensation Due to Contractor.* The compensation for the Services shall be the fees charged to participants as set forth in **Exhibit A**, minus any Guest Fee surcharges, which shall be remitted to the District. Collection of the fees for the Services is as described in **Exhibit A**. Contractor agrees to keep accurate records of the Services it provides, including the number of attendees, as well as any fees collected (if any).
 - b. *Guest Fee Due to District.* Any Guests participating in the activities or programs offered under this Agreement shall be charged a 15% surcharge, up to a maximum of \$20 per participant, which shall be remitted to the District.

8. **Term, Termination, and Renewal.**
- a. *Effective Date.* This Agreement shall be effective upon the date of the last signature of the parties hereto.
 - b. *Initial Term.* Unless terminated pursuant to the terms of this Agreement, this Agreement shall commence upon the Effective Date and shall continue through September 30 of the same year.
 - c. *Renewal.* This Agreement may be renewed for additional terms by written agreement of the Parties. In order to renew, the Contractor must, by August 1, provide the District with an updated scope of services, fee schedule, insurance certificate, and Human Trafficking Affidavit for review and consideration. Subject to receipt of necessary documentation and approval of the District, in its discretion, any renewals shall take effect October 1.
 - d. *Termination.* This Agreement may be terminated immediately by the District for cause, or upon 30 days written notice by either party for any or no reason. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the district, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
9. **Insurance.** Contractor agrees to obtain insurance acceptable to the District and in the amounts set forth in **Exhibit B**. The District, its staff, consultants, officers and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance (and any endorsements) evidencing compliance with the insurance requirements set forth herein prior to commencing the Services. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
10. **Indemnification.** Contractor agrees to defend, indemnify and hold harmless the District and its Supervisors, Staff (including District Manager, District Counsel, etc.), Amenity Manager, contractors, agents, and representatives from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, including, but not limited to, all employees, agents and representatives of the Contractor, attendees, and persons traveling to or from the lessons, activities or programs offered by Contractor, and for any injuries, death, theft, real or personal property damage or loss of any nature, and any other claim of any type or nature, arising out of, or in connection with, the Services or Contractor's use of the amenities in connection with this Agreement, including the costs of litigation or any appellate proceedings with respect thereto.
11. **Independent Contractor.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

12. **Taxes.** The Contractor is responsible for paying income tax and self-employment tax, and the District will not withhold taxes from any compensation paid hereunder. District shall not be obligated to pay, and shall be immediately reimbursed by Contractor if District does pay, any taxes, including penalties or interest charges, levied or assessed by reason of any failure of Contractor to comply with the Agreement, applicable laws or governmental regulations, and Contractor's defense, indemnification and hold harmless obligations set forth in paragraph 9 above extend to, among other things (and without intending to limit paragraph 9 in any way), the payment of any and all such taxes, penalties and interest.
13. **Sovereign Immunity.** Contractor further agrees that nothing in the agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.
14. **Enforcement.**
 - a. *Controlling Law and Venue.* This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Manatee County, Florida.
 - b. *Attorney's Fees.* If either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and costs for trial, alternative dispute resolution, or appellate proceedings.
15. **Third-Party Rights.** This Agreement is solely for the benefit of the parties and no right or any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
16. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties to this Agreement.
17. **Assignment.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.
18. **Merger.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.
19. **Public Records.** The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all applicable provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, to the extent applicable, the terms of which are incorporated herein.

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

If to Contractor:

Attn: _____

If to District:

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

Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

21. **E-Verify.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into the Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of the Agreement.

22. **Human Trafficking.** Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(14), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first written above.

Contractor Business Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

**HARRISON RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Signature: _____

Print Name: _____

Title: **Chairperson** **District Manager**

Date: _____

This Agreement is hereby acknowledged by:

RIZZETTA & COMPANY, INC.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A: Scope, Schedule & Compensation

Exhibit B: Insurance Requirements

Composite Exhibit C: Forms

Exhibit A
Scope, Schedule & Compensation

Services & Compensation. The Contractor shall provide the following type of Services, with the compensation as follows:

Lesson, Activity or Program	Format [Check all that apply]		Permitted Fee to Patrons	Permitted Fee to Guests (with 15% Surcharge)
	Individual	Group		
Fitness Classes Specify: _____				
Yoga				
Tennis Lessons				
Swimming Lessons				
Other: _____				

Please provide a brief description of the Services: _____

Collection of Fees. Collection of fees shall be as follows:

Contractor shall directly collect any and all fees, and remit any amounts above Contractor's compensation to the Amenity Manager; OR

Participants shall make payment directly to the Amenity Manager

Schedule. The Contractor shall provide the Services on an as needed basis at the request of the District and/or Amenity Manager OR on the following schedule:

Agreed to by Contractor: _____ (Initials)
 Agreed to by District: _____ (Initials)
 Date: _____

Exhibit B
Insurance Requirements

A. The Contractor shall maintain throughout the term of this Agreement the following insurance, at a minimum:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida (if exempt, please attach exemption certificate).
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries and property damage, with limits of:
 - a. For services performed solely on an individual basis: not less than \$500,000 (five hundred thousand dollars) combined single limit bodily injury and property damage liability, including damage to rented premises.
 - b. For services performed on a group basis: not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability, including damage to rented premises.

B. The District, its staff, consultants, officers and supervisors shall be named as additional insured as follows:

Harrison Ranch Community Development
District and its staff, consultants, officers, and
supervisors.

3434 Colwell Avenue, Suite 200

Tampa, FL 33614

C. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to commencing services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

[NOTE: PLEASE ATTACH INSURANCE CERTIFICATE AND ENDORSEMENTS]

Composite Exhibit C
Forms

Form of Sign-In Sheet
Form of Waiver and Release
Human Trafficking Affidavit

WAIVER AND RELEASE (PAGE 1 OF 2)

I, _____, on behalf of myself, my personal representatives, my minor children and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless, and forever discharge the Harrison Ranch Community Development District (the “**District**”), and its present, former, and future supervisors, staff, officers, employees, representatives, agents, and amenity center contractors (together, the “**Indemnitees**”) from any and all liability, claims, lawsuits, actions, suits, or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys’ fees, expert witness fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my children’s and my guests’ use of the facilities and lands owned by the District in connection with the programs, activities, and lessons offered on the District’s premises. I expressly acknowledge that there are inherent risks in participating in any athletic activities, and I assume all risk for any and all injuries and illness that may result from my own, my children’s and my guests’ participation in any and all of these activities, including, but not limited to any injuries sustained by me, my children, and my guests. Without limiting the foregoing, I hereby acknowledge and agree that the District will not in any way supervise or oversee the activities occurring on the District’s property in connection with the programs, activities, and lessons. This Waiver and Release is binding upon me, my children, my guests, my heirs, executors, legal representatives, and successors. The provisions of this Waiver and Release will continue in full force and effect even after the conclusion of my use of the District’s property. The provisions of this waiver of liability may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I further understand that nothing in this waiver and release shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, *Florida Statutes* or other statute or law. I agree that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force and effect.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT AND FURTHER UNDERSTAND THAT BY SIGNING THIS DOCUMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS AND REMEDIES. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT BY SIGNING BELOW, SUCH WAIVER AND RELEASE, INCLUDING ALL OF THE TERMS IN THE PRECEDING PARAGRAPHS, SHALL APPLY EACH AND EVERY TIME I, MY CHILD, OR MY GUEST UTILIZE THE DISTRICT’S FACILITIES OR LANDS.

[Sign on following page]

WAIVER AND RELEASE (PAGE 2 OF 2)

**NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE INDEMNITEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE INDEMNITEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE INDEMNITEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Signature
(parent or guardian if participant is under 18)

Mailing Address

Print Name of Signatory

Telephone Number

Participant Name (if different from above)

Date

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, on behalf of _____
(the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me physical presence or remote notarization by
(name) _____, as (title) _____, of
(company) _____, who is personally known to me or who produced
_____ as identification this _____ day of _____, 20__.

(Notary Seal)

Notary Public

AGREEMENT FOR COMMUNITY PROGRAM SERVICES

THIS AGREEMENT is made and entered into ~~as of this~~ ____ day of _____, 20____, by and between:

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

_____, a _____,
whose address is _____
_____ (“**Contractor**”);

Contractor Business Entity Name: _____

Address: _____

Check One: Individual For-profit business Non-profit business Other
 (“**Contractor**”)

and is acknowledged by

Rizzetta & Company, Inc., a Florida corporation with offices located at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 (“**Amenity Manager**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure improvements and recreational facilities; and

WHEREAS, the District desires to retain an independent contractor to provide amenity programming services for the benefit of the District’s Patrons and Guests, as those terms are defined in the District’s Amenity Rules & Policies; and

WHEREAS, under a separate contract, the Amenity Manager provides amenity management services and is responsible for coordinating community program services; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this agreement.

WHEREAS, Contractor represents that Contractor is qualified to provide the Services and desires to enter into an agreement with the District to do so in accordance with the terms and specifications in this Agreement.

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

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.

2. **Duties.** The scope of Services, and schedule for the Services, are as set forth in **Exhibit A.** Contractor shall:

- a. Coordinate Services directly with District’s representative, which shall be the Amenity Manager or his or her designee;
- b. Ensure that only District Patrons and Guests, within the meaning of the District rules and policies, as amended from time to time, participate in the lessons, activities or programs offered as part of the Services;
- c. Ensure that all participants execute a waiver in substantially the form set forth at Composite Exhibit C, and provide a copy of all waivers to the District;
- d. Maintain sign-in sheets for all programs, activities, and lessons in substantially the form set forth in Composite Exhibit C;
- ~~e.e.~~ Ensure that District Patrons have priority over Guests in registering for the activities and/or programs provided hereunder;
- ~~d.f.~~ Shall abideAbide by the District rules and policies, as amended from time to time, and shall notify the Amenity Manager in the event that any Patron, Guest or other person fails to abide by the District rules and policies;
- ~~e.a.~~ Maintain all necessary licenses, permits and other authority to provide such Services.
 - i. The Contractor agrees that it has obtained, read and understood the District’s rules and policies, as amended from time to time. Among other provisions, the Contractor recognizes that all persons participating in lessons, activities or programs offered by the Contractor must be District residents, individuals who have paid the District’s annual user fees, or guests of the foregoing. If the Contractor is a District Patron (as that term is defined in the District’s Amenities Rules), the Contractor’s Guest privileges shall not apply to the activities and programs provided by Contractor pursuant to this Agreement.
- ~~f.g.~~ Maintain the area where the area where the Services are provided during Contractor’s use of the amenities, including, but not limited to, ensuring cleanliness and debris-free condition;
- h. Be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are performed; and
- i. Maintain all necessary licenses, permits and other authority to provide such Services.

3. **Mandatory Monthly Reporting.** Contractor must comply with the following requirements and report to the District Manager no later than the 15th of each month (“Reporting Date”):

- a. Sign-In Sheets – Contractor must maintain a sign-in sheet for each class, lesson, or program offered on District Property, in a form substantially similar to the form attached at Composite Exhibit C. A copy of all sign-in sheets for the preceding month shall be provided to the District Manager by the Reporting Date.
- b. Guest Fees. If any guest fees are collected under Section 7.B., such fees must be remitted to the District no later than the Reporting Date.

3.4. **Care of Property.** Contractor agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in its lessons, activities or programs to do the same. The Contractor agrees that it shall assume responsibility for any and all damage to the District's facility or lands as a result of Contractor's use under this Agreement which may be attributable to events other than ordinary wear and tear. In the event that any damage to the District's facility or lands occurs, the Contractor shall promptly notify the Amenity Manager, who shall notify the District. The Contractor agrees that the Amenity Manager may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, residents and landowners. The Contractor agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the Amenity Manager and/or District reflecting the cost of the repairs made under this section.

4.5. **Use of Amenities.** Contractor understands and agrees that, at the District's option, the Contractor may not have exclusive use of the amenity area where the lesson, activity, or program is being provided by the Contractor, and instead may have access to only an area designated by the District or the Amenity Manager. Contractor shall be responsible for ensuring that its lesson, activity, or program sizes do not exceed the capacity of the amenities, and shall timely provide class size information to the Amenity Manager to assist with this determination. Further, the District reserves the right to cancel any lesson, activity, or program with no or limited notice to Contractor and for any or no reason.

5.6. **Professional Judgment.** Contractor represents that it is qualified to provide the Services and has all applicable licenses, certifications and other regulatory approvals or qualifications, consistent with industry standards. Contractor shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in providing the Services, including taking precautions for the safety of the attendees and others at the amenities. The District shall in no way be responsible for the safety of any participant or other person while using District facilities. All such participants shall execute the District's form waiver agreement, and the Contractor shall be responsible for ensuring that participants have executed the form.

- a. For those offering swim instruction, Contractor further represents that Contractor has the certification(s) as provided in s. 514.071, *Florida Statutes*, and other applicable law. For those providing pool monitor services, Contractor agrees to ensure that the operation and maintenance of the swim amenities are in compliance with all requirements of applicable law, including but not limited to Florida's Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plans. If the District so agrees in writing, the Contractor may staff the pool with pool monitors who are not certified lifeguards, provided that, to the extent required by law and as reasonably determined by the Contractor, the Contractor shall further employ additional attendants who have the current requisite certificate from the American Red Cross (or an acceptable alternative from another provider), undergo periodic in-service training and otherwise met any legal requirements. Documentation of such certification and training must be on file at the amenities facilities and available upon request.
- b. All minors participating in any lessons, activities or programs shall only participate with the consent of a parent or guardian, and Contractor shall be required to abide by the District's Youth Program Safety Guidelines, a copy of which may be obtained from the Amenity Manager, when interacting with children in any way.

6.7. **Compensation.**

- a. *Compensation Due to Contractor.* The compensation for the Services ~~is~~ shall be the fees charged to participants as set forth in **Exhibit A**, ~~minus any Guest Fee surcharges, which shall be remitted to the District.~~ Collection of the fees for the Services is as described in **Exhibit A**. Contractor agrees to keep accurate records of the Services it provides, including the number of attendees, as well as any fees collected (if any), ~~and the Amenity Manager and/or District may audit such records at any time.~~
- b. *Guest Fee Due to District.* Any Guests participating in the activities or programs offered under this Agreement shall be charged a 15% surcharge, up to a maximum of \$20 per participant, which shall be remitted to the District.

8. Term, Termination, and Renewal.

- a. *Effective Date.* This Agreement shall be effective upon the date of the last signature of the parties hereto.
- b. *Initial Term.* Unless terminated pursuant to the terms of this Agreement, this Agreement shall commence upon the ~~date first written above,~~ Effective Date and shall continue through September 30, ~~20~~, and shall automatically of the same year.
- c. *Renewal.* This Agreement may be renewed for additional terms by written agreement of the Parties. In order to renew for one year periods ending September 30 of each year, the Contractor must, by August 1, provide the District with an updated scope of services, fee schedule, insurance certificate, and Human Trafficking Affidavit for review and consideration. Subject to receipt of necessary documentation and approval of the District, in its discretion, any renewals shall take effect October 1.
- d. *Termination.* This Agreement may be terminated immediately by the District for cause, or upon 30 days written notice by either party for any or no reason. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the district, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.

7.9. Insurance. Contractor agrees to obtain insurance acceptable to the District and in the amounts set forth in **Exhibit B**. ~~The District, its staff, consultants, officers and its Supervisors, Staff (including District Manager, District Counsel, etc.), Amenity Manager, contractors, agents, and representatives supervisors shall be named as additional insureds on certain of the policies, as shown on Exhibit B.~~ insured. The Contractor shall furnish the District with the Certificate of Insurance (and any endorsements) evidencing compliance with the insurance requirements set forth herein: prior to commencing the Services. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

8.10. Indemnification. Contractor agrees to defend, indemnify and hold harmless the District and its Supervisors, Staff (including District Manager, District Counsel, etc.), Amenity Manager, contractors, agents, and representatives from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, including, but not limited to, all employees, agents and representatives of the Contractor, attendees, and persons traveling to or from the lessons, activities or programs offered by Contractor, and for any injuries, death, theft, real or personal property damage or loss of any nature, and any other claim of any type or

nature, arising out of, or in connection with, the Services or Contractor's use of the amenities in connection with this Agreement, including the costs of litigation or any appellate proceedings with respect thereto.

~~9.11.~~ **Independent Contractor.** The Contractor shall serve as an independent contractor of the District. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

~~10.12.~~ **Taxes.** The Contractor is responsible for paying income tax and self-employment tax, and the District will not withhold taxes from any compensation paid hereunder. District shall not be obligated to pay, and shall be immediately reimbursed by Contractor if District does pay, any taxes, including penalties or interest charges, levied or assessed by reason of any failure of Contractor to comply with the Agreement, applicable laws or governmental regulations, and Contractor's defense, indemnification and hold harmless obligations set forth in paragraph 9 above extend to, among other things (and without intending to limit paragraph 9 in any way), the payment of any and all such taxes, penalties and interest.

~~11.13.~~ **Sovereign Immunity.** Contractor further agrees that nothing in the agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

~~14.~~ **Enforcement.** In the event that

a. Controlling Law and Venue. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Manatee County, Florida.

~~a.b.~~ Attorney's Fees. If either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

~~12.15.~~ **Third-Party Rights.** This Agreement is solely for the benefit of the parties and no right or any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

~~13.16.~~ **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties to this Agreement.

~~14.~~ **Controlling Law.** ~~This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.~~

~~15.17.~~ **Assignment.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

~~16.18.~~ **Merger.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

~~17.19.~~ **Public Records.** The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all applicable provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, to the extent applicable, the terms of which are incorporated herein.

~~18.20.~~ **Notices.** All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Contractor: _____

Attn: _____

If to District: Harrison Ranch Community Development District
9428 Camden Field Parkway
Riverview, Florida 33578
Attn: District Manager

Kilinski | Van Wyk PLLC
[Post Office Box 6386517 E. College Avenue](#)
Tallahassee, Florida [3231432301](#)
Attn: District Counsel

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

~~19.21.~~ **E-Verify.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.~~091,09(1)~~, *Florida Statutes*. By entering into the Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(~~25~~)(c), *Florida Statutes*, within the year immediately preceding the date of the Agreement.

~~a. **Termination.** This Agreement may be terminated immediately by the District for cause, or upon 30 days written notice by either party for any or no reason. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the district, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.~~

22. **Human Trafficking.** Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(14), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first written above.

By: _____

**HARRISON RANCH
COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Contractor Business Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

**HARRISON RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Signature: _____

Print Name: _____

Title: **Chairperson** **District Manager**

Date: _____

This Agreement is hereby acknowledged by:

RIZZETTA & COMPANY, INC.

By: _____

RIZZETTA & COMPANY, INC.

Signature:

Print Name:

Title:

Date:

Exhibit A: Scope, Schedule & Compensation

Exhibit B: Insurance ~~Certificate (with Endorsements)~~ Requirements

Composite Exhibit C: Forms

Exhibit A
Scope, Schedule & Compensation

Services & Compensation. The Contractor shall provide the following type of Services, with the compensation as follows:

Lesson, Activity or Program	Format [Check all that apply]		Permitted Fee to Patrons	Permitted Fee to Guests (with 15% Surcharge)
	Fitness Class (Zumba) Individual	Group		
<u>Fitness Classes Specify:</u>	Yoga			
<u>Yoga</u>	Tennis Lesson			
<u>Tennis Lessons</u>	Swimming Lesson			
<u>Swimming Lessons</u>	Other: _____			
<u>Other:</u> _____	_____ _____			

Please provide a brief description of the Services: _____

Collection of Fees. Collection of fees shall be as follows:

Contractor shall directly collect any and all fees, and remit any amounts above Contractor's compensation to the Amenity Manager; OR

Participants shall make payment directly to the Amenity Manager ~~or through a third party service (e.g., Pay Pal).~~

Schedule. The Contractor shall provide the Services on [] an as needed basis at the request of the District and/or Amenity Manager OR on the following schedule:

Agreed to by Contractor: _____ (Initials)
Agreed to by District: _____ (Initials)
Date: _____

Exhibit B
Insurance Certificate (with Endorsements) Requirements

Amounts:

A. ~~_____~~ X The Contractor shall maintain throughout the term of this Agreement the following insurance, at a minimum:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida (if exempt, please attach exemption certificate).

(2) Commercial General Liability _____ \$100 Insurance covering the Contractor's legal liability for bodily injuries and property damage, with limits of:

a. For services performed solely on an individual basis: not less than \$500,000 (five hundred thousand dollars) combined single limit bodily injury and property damage liability, including damage to rented premises.

<u>Professional Liability</u>	<u>\$ _____</u>
<u>Other</u>	<u>\$ _____</u>
<u>Other</u>	<u>\$ _____</u>

b. ~~_____~~ The For services performed on a group basis: not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability, including damage to rented premises.

B. The District, its staff, consultants, officers and supervisors shall be named as additional insured as follows:

Harrison Ranch Community Development
District, and its Supervisors, Staff (including
District Manager, and its staff, consultants,
officers, and supervisors.

3434 Colwell Avenue, Suite 200

Tampa, FL 33614

~~A.C.~~ The Contractor shall furnish the District Counsel, Amenity Manager, etc.), contractors, agents, and representatives shall be named as additional insureds on all insurance policies named above, with the Certificate of Insurance evidencing compliance with this requirement prior to commencing services. No certificate shall be acceptable to the District unless otherwise stated it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

[NOTE: PLEASE ATTACH INSURANCE CERTIFICATE AND ENDORSEMENTS]

Composite Exhibit C
Forms

Form of Sign-In Sheet
Form of Waiver and Release
Human Trafficking Affidavit

WAIVER AND RELEASE (PAGE 1 OF 2)

I, _____, on behalf of myself, my personal representatives, my minor children and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless, and forever discharge the Harrison Ranch Community Development District (the “**District**”), and its present, former, and future supervisors, staff, officers, employees, representatives, agents, and amenity center contractors (together, the “**Indemnitees**”) from any and all liability, claims, lawsuits, actions, suits, or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys’ fees, expert witness fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my children’s and my guests’ use of the facilities and lands owned by the District in connection with the programs, activities, and lessons offered on the District’s premises. I expressly acknowledge that there are inherent risks in participating in any athletic activities, and I assume all risk for any and all injuries and illness that may result from my own, my children’s and my guests’ participation in any and all of these activities, including, but not limited to any injuries sustained by me, my children, and my guests. Without limiting the foregoing, I hereby acknowledge and agree that the District will not in any way supervise or oversee the activities occurring on the District’s property in connection with the programs, activities, and lessons. This Waiver and Release is binding upon me, my children, my guests, my heirs, executors, legal representatives, and successors. The provisions of this Waiver and Release will continue in full force and effect even after the conclusion of my use of the District’s property. The provisions of this waiver of liability may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I further understand that nothing in this waiver and release shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, *Florida Statutes* or other statute or law. I agree that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force and effect.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT AND FURTHER UNDERSTAND THAT BY SIGNING THIS DOCUMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS AND REMEDIES. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT BY SIGNING BELOW, SUCH WAIVER AND RELEASE, INCLUDING ALL OF THE TERMS IN THE PRECEDING PARAGRAPHS, SHALL APPLY EACH AND EVERY TIME I, MY CHILD, OR MY GUEST UTILIZE THE DISTRICT’S FACILITIES OR LANDS.

[Sign on following page]

WAIVER AND RELEASE (PAGE 2 OF 2)

NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE INDEMNITEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE INDEMNITEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE INDEMNITEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Signature
(parent or guardian if participant is under 18)

Mailing Address

Print Name of Signatory

Telephone Number

Participant Name (if different from above)

Date

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, on behalf of _____
(the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.
3. More particularly, the Contractor does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me physical presence or remote notarization by (name) _____, as (title) _____, of (company) _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 20 _____.

(Notary Seal) Notary Public