

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 3434 COLWELL AVENUE · SUITE 200 · TAMPA, FLORIDA 33614

**HARRISON RANCH
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING
DECEMBER 9, 2013**

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT AGENDA DECEMBER 9, 2013 at 1:30 p.m.

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

District Board of Supervisors	Carlos Gregory Parker Hirons Allen Converse John Moneyheffer Chris Fisher	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Joseph Roethke	Rizzetta & Company, Inc.
District Counsel	Jere Earlywine	Hopping Green & Sams, P.A.
District Engineer	Jeb Mulock	ZNS Engineering, L.C.

All Cellular phones and pagers must be turned off while in the meeting room.

The District Agenda is comprised of four different sections:

The meeting will begin promptly at **1:30 p.m.** with the first section which is called **Audience Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three **(3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. . The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 933-5571 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (239) 936-0913, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614

December 5, 2013

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

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harrison Ranch Community Development District will be held on **Monday, December 9, 2013 at 1:30 p.m.** at the Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish, FL 34219. The following is the agenda for the meeting.

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on November 11, 2013Tab 1
 - B. Consideration the of Operations and Maintenance Expenditures for the Month of October 2013Tab 2
- 4. BUSINESS ITEMS**
 - A. Landscape Update
 - B. Pond Inspection Update
 - C. Consideration of New Rules of Procedure.....Tab 3
 - D. Consideration of Newsletter Advertising PoliciesTab 4
 - E. Presentation of 2014 Maintenance ItemsTab 5
 - F. Presentation of Monthly Unaudited Financial StatementTab 6
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Activities Director
 - D. District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at 813-933-5571.

Very truly yours,

Joseph Roethke

Joseph Roethke
District Manager

cc: Jere Earlywine, Hopping Green & Sams, P.A.

Tab 1

MINUTES OF MEETING

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

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harrison Ranch Community Development District was held on **Monday, November 11, 2013, at 1:30 p.m.**, at the Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish, Florida 34219.

Present and constituting a quorum were:

Carlos Gregory	Board Supervisor, Chairman
Parker Hirons	Board Supervisor, Vice Chairman
Allen Converse	Board Supervisor, Assistant Secretary
John Moneyheffer	Board Supervisor, Assistant Secretary
Chris Fisher	Board Supervisor, Assistant Secretary

Also present were:

Joe Roethke	District Manager, Rizzetta & Company, Inc.
Jere Earlywine	District Counsel, Hopping Green & Sams, P.A. <i>(via phone)</i>
Jeb Mulock	District Engineer, ZNS Engineering, L.C.
Michelle Moss	Lifestyle Director
Dave Walter	Access Res. Management
John Cornelius	ValleyCrest Landscape
Alberto Armos	

Audience

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Audience Comments

There were no Audience comments.

Mr. Roethke asked for a motion to amend the agenda to consider the permit transfer for Phase IIB4 and extending the landscaping contract with ValleyCrest.

On a Motion by Mr. Converse, seconded by Mr. Hirons, with all in favor, the Board amended the agenda for Harrison Ranch Community Development District.

Mr. Mulock presented the permit for Phase IIB4 that needs to be transferred from the County to the CDD.

On a Motion by Mr. Fisher, seconded by Mr. Gregory, with all in favor, the Board accepted the permit for Phase IIB4 for Harrison Ranch Community Development District.

Mr. Roethke presented a one-year extension of the ValleyCrest contract, noting that there is no price increase and the extension will cover up until September 30, 2014.

On a Motion by Mr. Hirons, seconded by Mr. Gregory, with all in favor, the Board approved the 1-year extension of the ValleyCrest contract for Harrison Ranch Community Development District.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Meeting held on
October 14, 2013**

Mr. Roethke noted the changes suggested by Mr. Earlywine that were incorporated into the minutes.

On a Motion by Mr. Gregory, seconded by Mr. Hirons, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held on October 14, 2013 as amended for Harrison Ranch Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of Operation and
Maintenance Expenditures for Month of
September 2013**

A discussion ensued regarding the some of the utility and insurance estimates.

On a Motion by Mr. Gregory, seconded by Mr. Fisher, with all in favor, the Board approved the operation and maintenance expenditures for September 2013, totaling \$86,658.64 for Harrison Ranch Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Goodson Electric
Proposal for Ground Trail Lighting**

The Board directed Mr. Roethke to obtain a proposal from ValleyCrest Landscape to compare the cost to Goodson Electric.

On a Motion by Mr. Hirons, seconded by Mr. Moneyheffer, with all in favor, the Board approved a not-to-exceed amount of \$5,382.00 for ground trail lighting for Harrison Ranch Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Budget Amendment for
Fiscal Year 2012/2013**

Mr. Roethke reviewed the amended budget for the Board, noting that the District was over budget by \$19,291.32 for fiscal year 2012/2013 mainly due to the pool heating system.

On a Motion by Mr. Converse, seconded by Mr. Hirons, with all in favor, the Board adopted Resolution 2014-04, approving the amended budget for fiscal year 2012/2013, for Harrison Ranch Community Development District.

SEVENTH ORDER OF BUSINESS

Presentation of Amended Reserve Study

Mr. Roethke presented the amended Reserve Study to the Board. A discussion ensued. Mr. Gregory asked Mr. Roethke to prioritize a list of reserve items to be replaced in 2014.

EIGHTH ORDER OF BUSINESS

Landscape Update

Mr. Cornelius updated the Board on current landscape conditions and items in progress. He entertained several questions from the Board and Audience members.

NINTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
No report.
- B. District Engineer
Mr. Mulock discussed research on the possible expansion of the Amenity Center and stated that he would work with Commercial Fitness Products and District Staff to discuss options.
- C. Activities Director
Ms. Moss updated the Board on upcoming community events. A discussion regarding allowing advertising in the newsletter ensued.

On a Motion by Mr. Gregory, seconded by Mr. Hirons, with all in favor, the Board approved the placements of advertisements in the newsletter pending the legal approval of the policies by District Counsel for the Harrison Ranch Community Development District.

D. District Manager

Mr. Roethke announced the next meeting of the Board of Supervisors is scheduled for December 9, 2013 at 1:30 pm.

Mr. Roethke suggested that the District purchase a laptop to store District records at the clubhouse. This item was tabled until Mr. Earlywine obtains a legal opinion from his firm that is researching this option.

TENTH ORDER OF BUSINESS

Supervisor Requests

Mr. Gregory requested that the new aquatics company attend the Board of Supervisors' meetings and that their updates be placed first on the agenda.

Mr. Moneyheffer complimented ValleyCrest Landscape and Ms. Moss on a job well done.

An Audience member inquired about fracking. A brief discussion with Board members ensued.

ELEVENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Hirons, seconded by Mr. Fisher, with all in favor, the Board adjourned the meeting at 3:04 p.m. for Harrison Ranch Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures October 2013 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2013 through October 31, 2013. This does not include expenditures previously approved by the Board.

The total items being presented: **\$69,774.47**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenses

October 1, 2013 Through October 31, 2013

10101 - Cash--Operating Account

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Access Residential Management LLC	2044	HRCDD100113	Management Fee and Payroll 09/13	\$ 8,191.23
Air Comfort Services, LLC	2026	54216	Preventative Maintenance	\$ 264.28
Air Comfort Services, LLC	2035	54219	Preventative Maintenance	\$ 169.50
Allen P Converse	2050	AC101413	Board of Supervisors Meeting 10/14/13	\$ 200.00
American Ecosystems, Inc.	2017	13100177	Lake Maintenance 10/13	\$ 2,529.00
Answer Excellence, Inc	2045	470510092013	Amenity Center Answering Service 09/13	\$ 19.95
Barbara A Rabineau	2039	HR11113	DJ for Karaoke Night	\$ 175.00
Blair Entertainment	2046	SET 14785	Scare Crow Statue in Pumpkin Patch	\$ 375.00
Bradenton Herald	2036	T052149165	Acct #000523600 Legal Advertising 09/13	\$ 101.79
CertaPro Painters Inc	2019	SN419100028374	Painting & Pressure Washing	\$ 6,940.00
Childlike Productions	2048	5060	Face Painting	\$ 900.00
Commercial Fitness Products, Inc	2049	L130833.3x - DEP	Treadmills, Ellipticals, Bike Deposit	\$ 12,912.50
Dynamark Systems Inc	2027	095071	Monitor Electronic Security System 10/13	\$ 24.95
Dynamark Systems Inc	2051	096182	Monitor Electronic Security System 11/13	\$ 24.95
Fitrev, Inc	2020	7900	Preventative Maintenance 09/13	\$ 85.00
Florida Department of Revenue	2043	101813 FDR	51-8015668220-6 Sales Tax 09/13	\$ 71.55
Goodson Electric Inc	2028	986375	Service Call- Landscape Lights	\$ 1,706.71
Goodson Electric Inc	2052	986449	Service Call- Street Lights	\$ 101.16
Goodson Electric Inc	2052	986453	Service Call- Street Lights	\$ 474.81
Goodson Electric Inc	2052	986464	Service Call- Street Lights	\$ 89.36
Hawkins Service Company	2029	160290	Pool Maintenance & Tile Repair 09/13	\$ 1,300.00
Hopping Green & Sams	2030	72644	General/Monthly Legal Services 08/13	\$ 2,623.81
Hydro Harvest LLC	2053	91113	Pumpkins, Hay Bales & Corn Stalks	\$ 1,200.00

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenses

October 1, 2013 Through October 31, 2013

10101 - Cash--Operating Account

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Jan-Pro of Manasota	2031	32126	Janitorial Services 10/13	\$ 543.00
Jan-Pro of Manasota	2054	32288	Carpet Extraction & Strip & Wax	\$ 155.00
John Moneyheffer Jr	2057	JM101413	Board of Supervisors Meeting 10/14/13	\$ 200.00
LK Personal Training LLC	2037	10/06/13	Circuit Fitness Classes	\$ 80.00
LK Personal Training LLC	2055	10/21/13	Circuit Fitness Classes	\$ 80.00
Manatee County Sheriff Department	2056	170795	False Alarm	\$ 25.00
Massey Services, Inc.	2021	17487652	Pest Prevention 09/13	\$ 50.00
MCUD	2032	183054-131498 09/13	Fire Hydrant 5755 Harrison Ranch Blvd	\$ 24.30
MCUD	2022	Water Summary Bill 09/13	MCUD Water Summary 09/13	\$ 4,070.14
Obies Party Rentals LLC	2058	102013	Bungee run, Combo, Balloon Typhoon, Sno Cones	\$ 790.00
Rizzetta & Company, Inc.	2023	15652	District Management Fees 10/13	\$ 4,270.82
Rizzetta & Company, Inc.	2059	15723	Assessment Roll Preparation FY 2013/2014	\$ 5,000.00
Robert Lunergan	2038	092413	4hrs of band music for Fall Festival 10/20/13	\$ 750.00
Ruska Mihaylova	2060	102113 Yoga	Yoga Classes	\$ 80.00
Sally A. Hackle	2061	10/21/13 Zumba	Zumba Classes	\$ 195.00
Sally A. Hackle	2040	100613 Zumba	Zumba Classes	\$ 115.00
Sign A Rama	2033	12002	Signage	\$ 220.00
Sign A Rama	2041	12015	Signage	\$ 535.00
Steven Hicks	2018	92713	Tacos & Trivia	\$ 341.90
Steven Hicks	2047	100413 Cater	Oktoberfest & Comedy Show	\$ 556.50
Steven Hicks	2047	102113	Fall Festival	\$ 2,388.75
Sunbrite Outdoor Furniture, Inc.	2042	9135	Umbrella	\$ 330.00
Sunbrite Outdoor Furniture, Inc.	2042	9224	Replace Sling Fabric on Lounges & Dining Chairs	\$ 2,295.00
Taylor Rental	2062	113116	Table & Chair & Music Rentals	\$ 160.50

Harrison Ranch Community Development District

Paid Operation & Maintenance Expenses

October 1, 2013 Through October 31, 2013

10101 - Cash--Operating Account

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Taylor Rental	2062	113117	Table & Chair	\$ 751.40
Valley Crest Landscape Maintenance	2063	4352399	PhaseIIB4 Pond Clean Up	\$ 1,100.00
Valley Crest Landscape Maintenance	2063	4352416	Replace Surge Suppressors	\$ 493.20
Valley Crest Landscape Maintenance	2063	4354168	Drain Work	\$ 1,050.00
Verizon Florida LLC	2064	941 776-8083 100615 10/13	Pool Emergency Telephone 10/13	\$ 56.43
Verizon Florida LLC	2034	941-776-9949 150339 10/13	Clubhouse/Office Telephone 10/13	\$ 243.11
Waste Pro of Florida Inc	2024	0000059089	Commercial Recycling 10/13	\$ 36.76
ZNS Engineering, L.C.	2025	119339	Engineering Services- 08/13	\$ 2,017.11
ZNS Engineering, L.C.	2025	119345	Engineering Services- 08/13 WUP	\$ 290.00
Report Total				<u>\$ 69,774.47</u>

Tab 3

RESOLUTION 2014-05

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

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

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application, and to replace those Rules of Procedure previously adopted by the District; and

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

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

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, Florida Statutes, and shall replace and supersede any previously adopted Rules of Procedure (but not other rules or policies addressing such things as amenity center operations, disciplinary procedures, etc., all of which shall remain in full force and effect).

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

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

PASSED AND ADOPTED this _____ day of _____, 2013.

ATTEST:

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

Print Name: _____
Secretary/Assistant Secretary

Chairman

Exhibit A: Rules of Procedure

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

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of an individual who is qualified to perform the labor. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in the section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. After the request has been fulfilled, additional payments or credits may be due.
- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

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

Law Implemented: §§ 190.006, 119.07, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.417 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office."
 - (e) The following language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare a notice and an agenda of the meeting/hearing/workshop. The notice and agenda shall be available to the public at least seventy-two (72) hours before the meeting/hearing/workshop except in an emergency. For good cause, the agenda may be changed after it is first made available for distribution. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board’s consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office.

Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however,

at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorneys must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with

the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

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

Law Implemented: §§ 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0114, Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District, or has substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

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

- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
 - (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
 - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the

existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

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

- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within sixty (60) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

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

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed one million dollars (\$1,000,000), for a study activity when the fee for such Professional Services to the District does not exceed fifty thousand dollars (\$50,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

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

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

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

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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

Rule 3.1 Procedure Under The Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable federal licenses in good standing, if any;
 - (b) Hold all required applicable state professional licenses in good standing;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. Consultants who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not

receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Law Implemented: §§ 119.07, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts.

- (1) Definitions.
 - (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (b) "Committee" means the audit selection committee appointed by the Board as described in section (2) of this Rule.
- (2) Establishment of Audit Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an audit selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee should include at least three individuals, some or all of whom may also serve as members of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board.
- (3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable federal licenses in good standing, if any;
 - (ii) Hold all required applicable state professional licenses in good standing;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with

Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

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

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

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

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

the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by

both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than July 1 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals and conditions under which the contract may be terminated or renewed. No contract shall continue, or allow the contract to be renewed, for a period of more than three years from the date of its execution. A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.07, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

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

Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

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

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

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

Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

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

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of construction services, which steps may include a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

Law Implemented: §§ 119.07, 189.4221, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

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

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

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals are received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of design-build services, which steps may include a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
 - (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

Law Implemented: §§ 119.07, 189.4221, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) bids, proposals, replies, or responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials, which steps may include a

direct purchase of the goods, supplies, and materials without further competitive selection processes.

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

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

Law Implemented: §§ 189.4221, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

Law Implemented: §§ 119.07, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

Law Implemented: §§ 119.07, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests With Respect To Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

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

(1) Filing.

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

that is the subject of the protest. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

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

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

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

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

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2013, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

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HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES & POLICIES

Joe Roethke
District Manager
3434 Colwell Ave, Suite 200
Tampa, FL 33626
(813) 933-5571

Access Residential Management, LLC
Amenity Center Manager
Harrison Ranch CDD Clubhouse
5755 Harrison Ranch Boulevard
Parrish, Florida 34219
(941) 776-9949

PART 1: Harrison Ranch Community Development District
Rule for Amenities Rates

In accordance with Chapters 190 and 120 of the Florida Statutes, and on March 5, 2010 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harrison Ranch Community Development District adopted the following rules to govern rates for the District's Amenities.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenities Policies of Harrison Ranch Community Development District, as amended from time to time.

3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

4. **Reservation Rates for Clubhouse.** Any Patron wishing to have the exclusive use of any room or area within the clubhouse must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Room / Area	Rental Fee	Deposit
Conference Room	\$25/hour	\$100
Game Room	\$25/hour	\$100
Right Veranda	\$25/hour	\$100
Multi-Purpose Room	\$50/hour	\$300
Clubhouse (as a whole)	\$125/hour	\$300

5. **Non-Clubhouse Rates.** The following non-clubhouse fees apply:

Area / Service	Fee	Deposit (if applicable)
<i>Fitness</i>		
Fitness Class	\$2-5/class	
Individual Personal Training	\$55/hour session	
Buddy Personal Training	\$45/hour session, per person	
Fitness Assessment	Included with first session of Personal Training	
<i>Aquatics</i>		
Private Swim Lesson	\$30/hour session	
Group Swim Lesson	\$10/hour per person for up to 4 persons	
Swim Clinic	\$5/hour per person for between 5 to 8 persons	
Pool Rental	\$75-150/hour	\$300
<i>Annual Swim or Other Athletic Teams</i>		
Individual	\$80-120/annual per person	
Competing Teams	\$0-5 per person, per event	
<i>Multi-Purpose Field</i>		
Field Rental	\$25-50/hour	\$300
<i>Tennis</i>		
Private Tennis Lesson	\$35/half-hour session \$70/hour session	
Group Tennis Lesson	\$10/hour per person for up to 4 person	
Tennis Clinic	\$5/hour per person for between 5 to 8 persons	
<i>Special Monthly Family Events</i>		
Individuals	\$0-40 per event	

6. **Miscellaneous Fees.**

Item	Fee
Access Cards (two per Patron)	Free
Additional Access Card (for additional cards)	\$40.00
Replacement of Damaged, Lost, or Stolen Access Card	\$40.00

Guest Fee (for first four guests)	Free
Guest Fee (for additional guests)	\$5.00
Insufficient Funds Fee (for submitting an insufficient funds check)	\$30.00

7. **Special Provisions.**

- a. **After-Hours Events.** All rental fees are increased by \$25 for each hour past normal operating hours.
- b. **Homeowner's Association Meetings.** Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.
- c. **Additional Costs.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

8. **Adjustment of Rates.** Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in paragraphs 4, 5, and 6 by not more than five percent per year to reflect actual costs of operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

9. **Prior Rules; Policies.** The District's prior rules setting amenities rates are hereby rescinded. The District's Amenities Policies, as may be amended from time to time, govern all use of the Amenities.

10. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2009)
Effective Date: March 15, 2010

PART 2: Harrison Ranch Community Development District
Amenities Policies

(adopted March 15, 2010, as revised December 9, 2013)

In accordance with Chapter 190 of the Florida Statutes, and on March 15, 2010 at a duly noticed public meeting, the Board of Supervisors of the Harrison Ranch Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby rescinded.

DEFINITIONS

The following definitions shall apply to these policies in their entirety:

“Access Card” – shall mean the identification card issued to Patrons.

“Amenities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse, fitness center, swimming pool, multi-purpose field, tennis courts, playground, picnic area, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

“Amenities Policies” or “Policies” – shall mean all Amenities Policies of the District, as amended from time to time.

“Amenity Manager” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenities.

“Annual User Fee” – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's rules.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the District.

“District” – shall mean the Harrison Ranch Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

“Non-Resident” – shall mean any person that does not own property within the District.

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Patrons, and Renters.

“Person” – shall mean an individual, or legal entity recognized under Florida law.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or Family owning property within the District.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Renter’s Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident’s privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.
4. Renters shall be subject to all rules and policies as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron who is at least sixteen years of age may bring a maximum of eight guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place an eight Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to eight Guests each for a total of thirty-two Guests, but instead can only bring a total of eight Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Registration Form, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A. All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**

ACCESS CARDS

Use of Access Cards. Patrons can use their Access Cards to gain access to the Amenities. Upon arrival at the clubhouse, Patrons will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron provide an access card to another person to allow him or her to use the Amenities.

Issuance of Access Cards. Each Patron will receive two Access Cards upon registration with the District. For Families, each Patron may obtain additional Access

Cards for any member of a Patron's Family who is over sixteen (16) years of age and eligible to use the Amenities, with a maximum of four (4) cards per Family, and subject to payment of any applicable fees.

Non-Transferrable. Access Cards are the property of the District and are non-transferable except in accordance with the District's rules and policies.

Lost or Stolen Cards. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

COMMUNITY PROGRAMMING

Resources. The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests and skill levels. Each year, the Amenity Manager will evaluate and improve upon existing programs, as well as continually add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Patrons can easily find information on new programs and events by picking up the monthly program calendars, reviewing the community bulletin board, or by contacting the Amenity Manager at the clubhouse:

Amenity Manager
The Clubhouse at Harrison Ranch
5755 Harrison Ranch Blvd.
Parish, Florida 34219
941-776-9949

Patrons and Guests Only. Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

Registration. Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

Programs and Activities. All programs and services including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs must be conducted through the Amenity Manager or as directed by the Board.

A schedule of activities for the Amenities will be posted in each area and updated by the Amenity Manager.

Athletic Teams. The District may from time to time authorize certain District sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District's rules and policies apply to all such teams, and all such members of any outside teams shall be considered Guests within the meaning of these policies. Please contact the Amenity Manager for further information.

Cancellation by the District. The Amenity Manager will notify Patrons if there is a need to change or cancel a program. If a program is cancelled, Patrons will be issued a refund or credit on their account.

Refunds. Program refunds and credit may be granted on a case by case basis. Refunds and credits after the program registration deadline or after a program begins may not be approved.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all rules and policies of the District.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the on-site Amenity Manager at (941) 776-9949, and to the office of the District Manager at (239) 936-0913.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The clubhouse will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenities generally:

1. ***Registration and Access Cards.*** All Patrons must sign-in and have their assigned Access Card upon entering the clubhouse. Cards are only to be used by the Patron to whom they are issued. Patrons must present their Access Cards upon request by the Amenity Manager.
2. ***Guests.*** Guests must be accompanied by a Patron while using the Amenities.
3. ***Minors.*** Except as otherwise stated herein, children under sixteen (16) years of age must be accompanied by an adult aged eighteen (18) or older.

4. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas.
5. **Food and Drink.** Food and drink will be limited to designated areas only.
6. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities, except at pre-approved special events. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities.
7. **No Smoking.** Smoking is not permitted in any building, or enclosed or fenced area, including but not limited to the clubhouse, fitness center, swimming pool or swimming pool deck area, tennis courts, or playground. All waste must be disposed of in the appropriate receptacles.
8. **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
9. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
10. **Skateboards, Etc.** Bicycles, skateboards, rollerblades and other similar use is limited to designated outdoor areas only.
11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
14. **Profanity.** Loud, profane or abusive language is prohibited.
15. **Horseplay.** Disorderly conduct and horseplay are prohibited.
16. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
17. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
18. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
19. **Firearms.** Firearms or any other weapons are not permitted in any of the Amenities.

20. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
21. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
22. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
23. **Grills.** Grills are permitted only outdoors and at the discretion of, and in areas designated by, the District.
24. **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.
25. **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and guests are asked to keep their ringers turned off or on vibrate while in the clubhouse.
26. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

FITNESS CENTER

The following policies apply to the District's fitness center:

1. **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program.
2. **Usage Restrictions.** Patrons and Guests ages 16 and older may use the fitness center. Patrons and Guests between the ages of 13 – 15 must participate in a fitness room orientation program and be accompanied by a parent/guardian at all times to use the fitness room. Patrons 12 and under may not use the fitness room unless they are registered in a structured program.
3. **Attire.** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.
4. **Courtesy.** If a Patron/guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
5. **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.

6. **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.
7. **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
8. **Hand Chalk.** Hand chalk is not permitted.
9. **Personal Training.** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited.

JUNIOR OLYMPIC POOL

The following policies apply to the District's pool:

1. **Swim at Your Own Risk.** The pool areas are not supervised during operating hours.
2. **Operating Hours.** The pool areas are open from dawn to dusk only. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. **Supervision of Children.** Children 14 years and younger must be accompanied by an adult at least 18 years of age at all times for usage of the pool.
4. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards are permitted on the pool deck.
5. **Food and Drink.** Food, drinks, gum, glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms.
6. **Horseplay.** No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
7. **Diving.** Diving is strictly prohibited at the pool, with the exception of swim team competitions pre-approved by the District.
8. **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
9. **Aquatic Toys and Recreational Equipment.** Aquatic toys and equipment are not permitted in the pool. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, snorkels, dive sticks, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
10. **Entrances.** Pool entrances must be kept clear at all times.
11. **Railings.** No swinging on ladders, fences, or railings is allowed.
12. **Pool Furniture.** Pool furniture is not to be removed from the pool area.
13. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.

14. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
15. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
17. **Swim Diapers.** Parents should take their children to the restroom before entering the pool. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. **Lap Lanes.** Lap lanes are to be used only by persons swimming laps or water walking or jogging. Hanging on the lane lines and interfering with the lap-swimming lane is prohibited.
20. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
21. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
22. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
23. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.

TENNIS COURTS

The following policies apply to the tennis courts:

1. **First Come Basis.** Courts are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting tennis court use should be limited to 1 hour.
2. **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
3. **Use.** Tennis courts are for tennis only.
4. **Pets.** Pets, with the exception of service animals, are not permitted on the tennis courts at any time.

5. **Food and Drinks.** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.
6. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the tennis courts.
7. **Operating Hours.** The tennis courts are open from dawn to dusk only. No one is permitted on the tennis courts at any other time unless a specific event is scheduled.
8. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards or similar uses are permitted on the tennis courts.
9. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
10. **Equipment.** Patrons are responsible for bringing their own equipment.
11. **Tennis Instruction.** Except as expressly authorized by the District, tennis instruction for fees, or solicitation of tennis instruction for fees, is prohibited.

MULTI-PURPOSE FIELD

Our community offers a multi-purpose field. The following policies apply:

1. **First Come Basis.** The field is available for use by Patrons and Guests only on a first come first serve basis.
2. **Vehicles.** No bicycles, scooters, skate boards, or other equipment or vehicles with wheels are permitted.
3. **Chalking.** Chalking or marking the field must be approved in advance and proper marking materials must be used.
4. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the field.
5. **Pets.** Pets must be kept on leash, and Patrons and Guests must pick up and dispose of pet waste in appropriate receptacles.
6. **Equipment.** Patrons are responsible for bringing their own equipment.
7. **Golfing.** Golfing is not permitted on the field.
8. **Sports Instruction.** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

EVENT LAWN, PATIO, PICNIC AREAS, AND OUTDOOR AREAS

The following policies apply to the event lawn, patio, and other outdoor areas:

1. **First Come Basis.** The picnic areas, and patio grill, are available for use by Patrons and Guests only on a first come first serve basis. The event lawn and patio areas may only be reserved for a program or event approved by the District.
2. **Vehicles.** No bicycles, scooters, skate boards, or other equipment or vehicles with wheels are permitted.
3. **Grill.** Patrons are responsible for cleaning the patio grill after use. The fire pit may be used by adult Patrons and Guests only.

4. **Skateboards, Etc.** Bikes, rollerblades, skateboards and equipment with wheels are prohibited.
5. **Chalking.** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
6. **Pets.** Pets must be kept on leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
7. **Equipment.** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come first serve basis. Removal of tables and grills from the picnic area is prohibited.
8. **Noise.** Amplified sound systems and DJs are prohibited unless it is an approved program, event or rental.
9. **Clean-Up.** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

TRAILS

The following policies apply to the District's walking trails:

1. **Vehicles.** Trails are open to all forms of non-motorized transportation unless otherwise posted. Pedestrians have the right-of-way on trails unless otherwise posted. Bicycles and other "wheeled" travelers must yield to hikers.
2. **Hours of Operation.** Trails may be used from dawn until dusk.
3. **Approved Programs.** All events, races, and competitions must be approved programs.
4. **Safety.** Proper control must be maintained at all times. Speed should be restricted to safe levels appropriate for existing trail conditions. Faster users should pass on left and announce their intention before passing. Avoid single-tracks when raining or muddy; traffic on wet trails causes damage.
5. **Designated Trails.** Trail users must stay on existing designated trails.
6. **Vegetation.** Do not disturb vegetation or wildlife.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating, but may be used by Patrons and Guests for fishing as set forth herein. We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Children under the age of sixteen must be accompanied by adults when fishing.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Do not feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.

PLAYGROUND AND TOT LOTS

The community provides several tot lots and playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. Patrons and Guests may use the playgrounds and tot lots at their own risk.
2. Adult supervision (eighteen years and older) is required for children under the age of sixteen. Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
3. Proper footwear is required and no loose clothing especially with strings should be worn.
4. The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
5. No food, drinks or gum are permitted at the playground.
6. No pets of any kind are permitted at the playground.
7. No glass containers are permitted at the playground.
8. No jumping off from any climbing bar or platform.
9. Profanity, rough-housing, and disruptive behavior are prohibited.
10. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

BUSINESS OFFICE

Use of Workstation. The District offers access to computers and the Internet through its business office, which is available for use by Patrons and Guests. The following policies apply to the use of the computer workstation:

1. There is a 30 minute time limit on the workstations.
2. The District will not take reservations for workstation use.
3. Food and drink are not permitted.

4. Downloading files to USB flash drives, zip drives and computer disks is permitted. Users must supply disks. Users may not download files to the hard drive.
5. Personal communication (e-mail and chat rooms) is permitted.
6. The District will not be responsible for damage done to users' computer disks or non-District computer equipment as a result of downloading or use of the workstation equipment.
7. District staff is available to provide limited assistance in the use of the District's computers. Staff may limit the amount of time spent in assisting a user in order to provide adequate support for all other District services.

User Responsibilities. The District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for accuracy, authority, objectivity, currency, or content of any Internet resource. Computer users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate or illegal information.

Use of the District's computers for purposes contrary to state or federal laws or in a manner that violates this Policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:

1. Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
2. Propagating malicious software.
3. Unauthorized copying of copyrighted material.
4. Attempting to access unauthorized files or systems.
5. Attempting to damage or alter District equipment or software.

Computer Use by Minors. Parents/legal guardians are responsible for deciding which Internet resources are appropriate for their own children under age 18. Restriction of a child's access to the Internet is the responsibility of the parent/legal guardian. Guardians are advised to read and share with children under 18 the document published by the National Center for Missing and Exploited Children entitled Child Safety on the Information Superhighway.

FACILITY RENTAL POLICIES

The following policies apply to the rental of the Amenities:

1. ***Patrons Only.*** Unless otherwise directed by the District, only Patrons may reserve the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation.
2. ***Amenities Available for Rental:*** The following Amenities are available for rental: clubhouse, and multi-purpose field.

3. ***Payment & Registration.*** At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the room rental, both made out to District must be delivered to the Amenity Manager along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
4. ***Rates and Deposits.*** The rental rates and deposits for use of the Amenities are as set forth in the District's rules. The deposit will secure the rental time, location and date. To receive the full refund of the deposit within 10 days after the party, the renter must:
 - i. Remove all garbage, place in dumpster and replace garbage liners;
 - ii. Take down all decorations or event displays; and
 - iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.
5. ***Computation of Rental Time.*** The rental time period is inclusive of set-up and clean-up time.
6. ***Duration of Events.*** Unless otherwise authorized by the District, each rental shall be for a minimum of two hours but no more than four hours, and no after hours events shall extend past 10 p.m.
7. ***Available Hours.*** The Amenities may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after hours and until midnight. All parties and events, including clean-up, at the clubhouse must conclude by midnight.
8. ***Capacity.*** The clubhouse capacity limit shall not be exceeded at any time for a party or event.
9. ***Noise.*** The volume of live or recorded music must not violate applicable Manatee County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
10. ***Insurance.*** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District is to be named on these policies as an additional insured party.
11. ***Cancellation.*** If the renter wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager no later than thirty days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than 30 days prior to the event 100% of the security deposit and 0% of the rental fee will be returned.

DISCIPLINARY POLICY

Please be aware that staff must protect the rights and privileges of rule-abiding Patrons, and that inappropriate behavior will not be accepted. All Patrons and Guests are

responsible for compliance with the rules and policies established for the safe operations of the Amenities.

The District, through its District Manager, Amenity Manager or otherwise, reserves the right to restrict, suspend, or terminate the privileges of a Patron or Guest to use the Amenities for any of the following behavior:

1. Submits false information on any application for use of the Amenities;
2. Permits the unauthorized use of an amenity pass;
3. Exhibits unsatisfactory behavior, deportment or appearance;
4. Fails to pay fees owed to the District in a proper and timely manner;
5. Fails to abide by any District rules or policies;
6. Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons or Guests, in an unreasonable or abusive manner;
7. Damages or destroys District property; or
8. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons or Guests.

If a Patron or Guest subject to a suspension or termination is found on the Amenity premises, such Patron or Guest will be subject to arrest for trespassing.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's 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, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, bring suit against the Indemnites in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnites, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnites.

For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

ATTACHMENT A: Consent and Waiver Agreement

Tab 4

Harrison Ranch Community Development District
Standards for Advertising
(adopted December 9, 2013)

1. **Generally; Purpose.** The Harrison Ranch Community Development District (“**District**”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these standards (“**Standards**”) is to establish a set of guidelines for advertising, whether conducted by the District through its newsletter, community bulletin board, or other form of advertising (“**Advertising Medium**”). The fundamental purpose of District advertising is to provide a means by which to augment the District’s operating budgets, and the Standards are designed to protect and promote the health, safety and welfare of District patrons, consistent with that fundamental purpose.

2. **Application.**
 - (a) In order to place an advertisement in an available Advertising Medium offered by the District (contact the District Manager for a current list), an applicant shall submit to the District an advertising application which shall set forth in writing a complete description of the proposed advertisement, including:
 - i. The name, address and telephone number of the persons applying to advertise within the District; and
 - ii. Complete description of the advertisement, including typography, sizing and actual text. In the alternative, applicants may attach an image of the proposed advertisement to the application.
 - (b) Each applicant shall obtain and attach to the application the written consent for the display of such advertisement of the person having the right to use, and possession of, the advertisement’s content.
 - (c) Any advertising in which the identity of the sponsor is not readily and unambiguously identifiable must include the following phrase to identify the sponsor in clearly visible letters: “Paid for by _____”
 - (d) Each applicant shall enter into an agreement with the District for advertising, which agreement may require the payment of an advertising fee. Any advertising revenues will be used to augment the District’s operating budgets.
 - (e) Applications shall be considered on a first-come, first-served basis and may be denied due to lack of availability of space for advertising, among other reasons.

3. **Limited Public Forum Status; Prohibited Advertisements.**
 - (a) The District’s acceptance of advertising does not provide or create a general public forum for expression. Rather, as noted, the District’s fundamental purpose behind allowing advertisements is to generate revenue to support the District’s operating budgets.
 - (b) In furtherance of that limited purpose, the District retains strict control over the nature of the advertisements accepted, and finds that the following advertisements are not

consistent with the limited purpose of the advertisement program and thus shall be prohibited:

- i. Advertisements promoting obscene material, sexually-explicit material or illegal activities;
- ii. Advertisements promoting religious or political material;
- iii. Advertisement promoting alcohol or tobacco products; firearms; adult/mature rated films, television, or video games; or adult entertainment facilities or services;
- iv. Advertisements that are false or misleading;
- v. Advertisements that contain any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal;
- vi. Advertisements that promote any activity or product that is illegal under federal, state, or local law;
- vii. Advertisements that contain any profane language, or portray images or descriptions of graphic violence;
- viii. Advertisements that are demeaning or disparaging toward an individual, group of individuals, entity, or entities;
- ix. Advertisements promoting activities/services that the District offers (unless such advertisements are created by the District); and
- x. Advertisements that are harmful or disruptive to the District.

4. **No Endorsement.** The District's acceptance of an advertisement from an applicant in no way constitutes an endorsement of the advertiser or the content or message of the advertisement.
5. **Reservation of Rights.** The District reserves the right to suspend, modify or revoke the application of any of the Standards in this policy as the District's Board deems necessary in its sole discretion to comply with legal mandates, to accommodate the primary purpose of this policy, or otherwise to further serve the best interests of the District.

**Harrison Ranch Community Development District ("CDD")
2014 NEWSLETTER ADVERTISING/CLASSIFIDES CONTRACT**

Ad size	Dimensions (Approx)	Cost
Full page	7.5" x 10"	\$100
Half page	(horizontal) 7.5" x 4.75"	\$75
Quarter page	3.5" x 4.75"	\$50
Business Size	3.5" x 2"	\$25

Advertising Requirements:

Advertising copy must be provided in a jpeg electronic format. If unable to provide an electronic jpeg format, the District's Lifestyle Director has full artistic liberty in advertisement creation. Ad placements will go on the last page(s) of the newsletter and placement will be per Lifestyle Director's discretion. Monthly Newsletter will be sent by the last week of each month via e-mail to all patrons on e-mail distribution list. Contract, payment and advertisement must be turned in by the 7th of the month to be in the following month's newsletter.

Advertiser Information:

Company Name: _____

Billing Address: _____

Contact Person: _____

Telephone: _____ E-mail: _____

Full Page Half Page Quarter Page Business Size

Month for Advertisement _____

Payment Received on _____

Checks Made Out to:

Harrison Ranch CDD
5755 Harrison Ranch Blvd.
Parrish, FL 334219

Direct Questions to:

Michelle Moss
941.776.9949 (o)
hrlifestyles@accessyourcommunity.com

This is an order and authorization to secure space in the Harrison Ranch Newsletter; advertisers or their agents may use it. By signing below, the undersigned, on behalf of the Advertiser, represents and warrants that he/she has received a copy of the CDD's rules and policies governing advertising, and that the advertisement satisfies all conditions for publication as set forth in such rules and policies. Further, the undersigned, on behalf of the Advertiser, agrees to indemnify, defend, and hold harmless the CDD and its supervisors, staff, and representatives from any liabilities, damages, losses, costs, including, but not limited to, reasonable attorney's fees, or harm of any kind whatsoever to the extent caused the CDD's publication of the Advertiser's advertisement. The undersigned, on behalf of the Advertiser, further understands and agrees that any documents provided to the CDD in connection with the proposed advertisement may constitute public records and be treated as such pursuant to Florida law. The CDD reserves the right to refuse any advertisements, consistent with the District's adopted rules and policies, which may be amended from time to time and without notice.

Advertiser Approval:

Signature _____

Date _____

Harrison Ranch Approval:

Signature _____

Date _____

Advertisements in the CDD's (Community Development District) publications are not intended and should not be construed as a recommendation, endorsement or certification of any business, private party, service or product. The CDD strongly encourages all consumers to use their own due diligence before utilizing any business, private party, product or service. The CDD is not responsible for any loss incurred by users of advertised, published or posted products or services.

Tab 5

Reserve Items	Estimated Remaining Life (updated)	Comments
Exercise Equipment	1 year	Replaced
Exercise Flooring	1 year	To be prioritized
Chess and Foosball Tables and Chairs	1 year	To be prioritized
Picnic Tables	1 year	In progress
Pool Resurface	1 year	In progress
Pool Lights	1 year	Replaced
Tennis Court Key Entry		To be prioritized
Fitness Center Expansion		To be prioritized
Pool Table Refinishing		To be prioritized
Clubhouse Wood Floor Refinishing		In progress

Tab 6

Harrison Ranch
Community Development District

Financial Statements
(Unaudited)

October 31, 2013

Prepared by
Rizzetta & Company, Inc.
District Manager

Harrison Ranch Community Development District

Balance Sheet
As of 10/31/2013
(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds	General Fixed Assets Account Group	General Long-Term Debt Account Group
Assets							
Cash In Bank	202,480	0	0	0	202,480	0	0
Cash On Hand	2	0	0	0	2	0	0
Investments	1,040,080	0	293,124	46,249	1,379,453	0	0
Investments Capital Reserves	0	36,296	0	0	36,296	0	0
Accounts Receivable	683,987	0	325,500	0	1,009,487	0	0
Prepaid Expenses	0	0	0	0	0	0	0
Deposits	1,676	0	0	0	1,676	0	0
Due From Other Funds	6,468	0	0	0	6,468	0	0
Amount Available in Debt Service	0	0	0	0	0	0	612,156
Amount To Be Provided Debt Service	0	0	0	0	0	0	3,872,844
Fixed Assets	0	0	0	0	0	12,916,562	0
Total Assets	<u>1,934,693</u>	<u>36,296</u>	<u>618,624</u>	<u>46,249</u>	<u>2,635,862</u>	<u>12,916,562</u>	<u>4,485,000</u>
Liabilities							
Accounts Payable	35,466	0	0	0	35,466	0	0
Accrued Expenses Payable	300	0	0	0	300	0	0
Other Current Liabilities	149	0	0	0	149	0	0
Deferred Revenue	0	0	0	0	0	0	0
Due To Other Funds	0	0	6,468	0	6,468	0	0
Revenue Bonds Payable--Long Term	0	0	0	0	0	0	4,485,000
Total Liabilities	<u>35,915</u>	<u>0</u>	<u>6,468</u>	<u>0</u>	<u>42,382</u>	<u>0</u>	<u>4,485,000</u>
Fund Equity & Other Credits							
Beginning Fund Balance	1,198,965	36,295	286,656	46,249	1,568,165	12,916,562	0
Net Change in Fund Balance	699,813	1	325,500	0	1,025,314	0	0
Total Fund Equity & Other Credits	<u>1,898,778</u>	<u>36,296</u>	<u>612,156</u>	<u>46,249</u>	<u>2,593,479</u>	<u>12,916,562</u>	<u>0</u>
Total Liabilities & Fund Equity	<u>1,934,693</u>	<u>36,296</u>	<u>618,624</u>	<u>46,249</u>	<u>2,635,862</u>	<u>12,916,562</u>	<u>4,485,000</u>

See Notes to Unaudited Financial Statements

Harrison Ranch Community Development District

Statement of Revenues and Expenditures

001 - General Fund

From 10/1/2013 Through 10/31/2013

(In Whole Numbers)

	<u>Annual Budget</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>YTD Variance</u>	<u>Percent Annual Budget Remaining</u>
Revenues					
Interest Earnings					
Interest Earnings	0	0	239	239	0.00%
Special Assessments					
Tax Roll	683,589	683,589	683,589	0	0.00%
Off Roll	281,806	281,806	140,901	(140,905)	50.00%
Other Miscellaneous Revenues					
Clubhouse Rentals	5,625	469	657	189	88.31%
Key/Access Revenue	960	80	38	(42)	96.08%
Lease Revenue	4,200	350	350	0	91.66%
Community Activity Revenues	2,555	213	1,243	1,030	51.36%
Carry Forward Fund Balance					
Prior Year	<u>10,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>100.00%</u>
Total Revenues	<u>988,735</u>	<u>966,507</u>	<u>827,017</u>	<u>(139,490)</u>	<u>16.36%</u>
Expenditures					
Legislative					
Supervisor Fees	4,000	333	400	(67)	90.00%
Financial & Administrative					
Administrative Services	6,750	563	563	0	91.66%
District Management	27,500	2,292	2,292	0	91.66%
District Engineer	20,000	1,667	1,093	574	94.53%
Disclosure Report	5,000	417	0	417	100.00%
Trustees Fees	4,000	2,333	2,313	20	42.17%
Financial Consulting Services	7,000	5,167	5,167	0	26.19%
Accounting Services	15,000	1,250	1,250	0	91.66%
Auditing Services	3,200	267	0	267	100.00%
Arbitrage Rebate Calculation	650	0	0	0	100.00%
Public Officials Liability Insurance	6,900	6,900	6,078	822	11.91%
Legal Advertising	3,000	250	0	250	100.00%
Bank Fees	950	79	85	(6)	91.00%
Dues, Licenses & Fees	1,550	290	175	115	88.70%
Property Taxes	965	965	940	25	2.58%
Legal Counsel					
District Counsel	15,000	1,250	300	950	98.00%
Electric Utility Services					
Utility Services	6,000	500	321	179	94.64%
Utility - Recreation Facilities	38,000	3,167	2,671	496	92.97%
Street Lights	40,000	3,333	2,356	978	94.11%
Water-Sewer Combination Services					
Utility Services	35,000	2,917	2,974	(58)	91.50%
Stormwater Control					
Lake/Pond Bank Maintenance	7,500	625	2,186	(1,561)	70.85%
Mitigation Area Monitoring & Maintenance	12,500	1,042	0	1,042	100.00%
Aquatic Maintenance	30,348	2,529	2,529	0	91.66%
Aquatic Plant Replacement	500	42	0	42	100.00%
Stormwater System Maintenance	3,000	250	0	250	100.00%
Other Physical Environment					
Property/GL Insurance	15,000	15,000	13,932	1,068	7.11%

See Notes to Unaudited Financial Statements

Harrison Ranch Community Development District

Statement of Revenues and Expenditures

001 - General Fund

From 10/1/2013 Through 10/31/2013

(In Whole Numbers)

	<u>Annual Budget</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>YTD Variance</u>	<u>Percent Annual Budget Remaining</u>
Entry & Walls Maintenance	3,000	250	0	250	100.00%
Landscape Maintenance	265,000	22,083	21,073	1,010	92.04%
Irrigation Repairs	15,000	1,250	1,050	200	93.00%
Landscape - Mulch	42,200	3,517	0	3,517	100.00%
Annual Flower Program	30,675	2,556	7,669	(5,113)	75.00%
Maintenance/Handyman Services	5,000	417	493	(77)	90.13%
Tree Trimming Services	5,000	417	0	417	100.00%
Well Maintenance	2,500	208	0	208	100.00%
Fire Ant Treatment	4,500	375	0	375	100.00%
Landscape Replacement Plants, Shrubs, Trees	25,000	2,083	1,035	1,048	95.86%
Holiday Decorations	7,500	3,750	3,755	(5)	49.93%
Road & Street Facilities					
Street Light Decorative Light Maintenance	15,000	1,250	3,257	(2,007)	78.28%
Sidewalk Repair & Maintenance	1,000	83	0	83	100.00%
Parking Lot Repair & Maintenance	4,500	375	0	375	100.00%
Parks & Recreation					
Staff-Salaries	65,038	5,420	6,836	(1,416)	89.48%
Staff-P/R Taxes	6,439	537	450	87	93.01%
Staff-Workers' Comp	3,600	300	387	(87)	89.25%
Staff-Health Insurance	5,100	425	467	(42)	90.83%
Payroll Processing/Reimbursement	1,114	93	57	36	94.85%
Program Activities Payroll	7,200	600	550	50	92.36%
Pool Maintenance & Repairs	20,600	1,717	6,425	(4,708)	68.81%
Facility A/C & Heating Maintenance & Repair	1,661	138	170	(31)	89.79%
Telephone, Fax Internet	3,800	317	561	(245)	85.23%
Clubhouse Facility Janitorial Services	8,530	711	906	(195)	89.38%
Office Supplies	750	63	65	(2)	91.39%
Exterior Clubhouse Maintenance & Repair	15,000	1,250	1,229	21	91.80%
Security & Fire System Monitoring & Maintenance	2,000	167	351	(185)	82.43%
Management Contract	22,800	1,900	1,900	0	91.66%
Operating & Community Programming	43,345	3,612	7,315	(3,702)	83.12%
Pool/Patio Furniture	5,000	417	330	87	93.40%
Pest Control	1,000	83	50	33	95.00%
Interior Clubhouse Maintenance & Repairs	5,000	417	165	252	96.70%
Furniture Repair/Replacement	1,200	100	0	100	100.00%
Access Control Maintenance & Repair	1,500	125	0	125	100.00%
Athletic Field Maintenance & Repairs	1,250	104	0	104	100.00%
Fitness Equipment Maintenance & Repairs	3,720	310	12,998	(12,688)	(249.39)%
Playground Equipment and Maintenance	1,200	100	0	100	100.00%

See Notes to Unaudited Financial Statements

Harrison Ranch Community Development District

Statement of Revenues and Expenditures

001 - General Fund

From 10/1/2013 Through 10/31/2013

(In Whole Numbers)

	<u>Annual Budget</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>YTD Variance</u>	<u>Percent Annual Budget Remaining</u>
Tennis Court Maintenance & Supplies	1,200	100	0	100	100.00%
Trail/Bike Path Maintenance	20,000	1,667	0	1,667	100.00%
Clubhouse Miscellaneous Expenses (Recycling)	500	42	37	5	92.64%
Contingency					
Miscellaneous Contingency	<u>5,000</u>	<u>417</u>	<u>0</u>	<u>417</u>	<u>100.00%</u>
Total Expenditures	<u>988,735</u>	<u>113,169</u>	<u>127,204</u>	<u>(14,035)</u>	<u>87.13%</u>
Excess Revenues Over/(Under) Expenditures	<u>0</u>	<u>853,338</u>	<u>699,813</u>	<u>(153,525)</u>	<u>0.00%</u>
Fund Balance, Beginning of Period	0	0	1,198,965	1,198,965	0.00%
Fund Balance, End of Period	<u>0</u>	<u>853,338</u>	<u>1,898,778</u>	<u>1,045,440</u>	<u>0.00%</u>