

Harmony

Community Development District (C D D)



Rules & Policies

(2019)

PROLOG: The Rules & Policies of the Harmony, Florida “Community Development District”, established pursuant to state of Florida Statutes, Chapter 190, are comprised of the Chapters, Amendments, and Appendices listed below. The current, most recently approved and published, version of each Chapter of the Harmony CDD Rules & Policies is available on the District website @:
<http://www.harmonycdd.org/public-records/rules>.

HARMONY CDD RULES & POLICIES

TABLE OF CHAPTERS, AMENDMENTS, & APPENDICES

<u>CHAPTER 1</u>	Administrative Rules of Procedure
<u>Amendment 1</u>	Full Disclosure of Public Financing
<u>Amendment 2</u>	Vendor Purchase Policy
<u>Amendment 3</u>	{ Not In Use – Rescinded 03/26/2015 }
<u>Amendment 4</u>	{ Not In Use – Rescinded 03/26/2015 }
<u>CHAPTER 2</u>	{ Not In Use – Rescinded 03/27/2014 }
<u>CHAPTER 3</u>	Facility Usage Rates, Fees, & Charges
<u>CHAPTER 4</u>	Parks & Recreation Facilities Rules
<u>APPENDICES</u>	{ Reference Material }
<u>Appendix 1</u>	Speaking Request Form
<u>Appendix 2</u>	Tabular Schedule of Fees
<u>Appendix 3</u>	District Facility Maps & Plans
<u>Appendix 4</u>	Access Card Registration Form
<u>Appendix 5</u>	Facility Usage Application (Personal)
<u>Appendix 6</u>	Facility Usage Application (Company)
<u>Appendix 7</u>	District Boat-Use Agreement Form

NOTE: This document is a Complete version of All of the District’s Rules & Policies, as adopted. It is the culmination of the 2019 Rules Revision work of the District Board of Supervisors. Chapters of the RULES may also be published and referenced individually on the web site. For navigation ease, underlined headers & titles are hyperlinked either to text or the web.

Harmony CDD

Rules & Policies

(2019)



Chapter 1

Administrative Rules of Procedure

¹The rules herein were adopted on 07/25/2019, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the “Administrative Rules of Procedure” of the Harmony Community Development District.

CHAPTER 1

TABLE OF CONTENT

1.	<u>GENERAL OVERVIEW</u>	1
2.	<u>BOARD OF SUPERVISORS; OFFICERS AND VOTING</u>	2
3.	<u>PUBLIC INFORMATION AND INSPECTION OF RECORDS</u>	4
4.	<u>MEETINGS AND WORKSHOPS</u>	5
5.	<u>RULEMAKING PROCEEDINGS</u>	7
6.	<u>DECISIONS DETERMINING SUBSTANTIAL INTEREST</u>	10
7.	<u>PROCEDURE UNDER CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT</u>	11
8.	<u>PURCHASE OF GOODS, SUPPLIES, OR MATERIALS</u>	14
9.	<u>CONTRACTS FOR CONSTRUCTION OF AUTHORIZED PROJECT</u>	16
10.	<u>CONTRACTS FOR MAINTENANCE SERVICES</u>	18
11.	<u>DESIGN-BUILD CONTRACT COMPETITIVE PROPOSAL SELECTION PROCESS</u>	20
12.	<u>PURCHASE OF INSURANCE</u>	22
13.	<u>BID PROTESTS UNDER CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT</u>	23
14.	<u>BID PROTESTS RELATING TO ANY OTHER AWARD</u>	24

LIST OF APPENDICES

APPENDIX 1:	<u>SPEAKING REQUEST FORM</u>	25
--------------------	---	-----------

LIST OF AMENDMENTS

- AMENDMENT 1:** **FULL DISCLOSURE OF PUBLIC FINANCING**
- AMENDMENT 2:** **VENDOR PURCHASE POLICY**

1. GENERAL OVERVIEW

- 1.1** The Harmony Community Development District (the “District”) was created by law, established pursuant to the provisions of Chapter 190, Florida Statutes, to provide for the management and financing of various systems, facilities, and services within its jurisdiction. The purpose of these rules and policies (the “Rules”) is to describe the general operations of the District.
- 1.2** Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

Chapter 1, Section 1

Specific Authority:	190.011, 120.53(4)
Law Implemented:	190.011, 120.53(4)

2. BOARD OF SUPERVISORS; OFFICERS AND VOTING

- 2.1 Board of Supervisors.** The Board of Supervisors of the District (the “Board”) shall exercise the powers granted to the District. The Board shall consist of five members. Members of the Board must be residents of Florida, citizens of the United States, and residents and registered voters of the Harmony CDD.
- 2.2 Term of Officers.** Board members shall hold office pursuant to Section 190.006, Florida Statutes. If, during the term of office of any Board member(s), one or more vacancies occur, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the unexpired term(s).
- 2.3 Vacancies: Quorum.** Three members of the Board physically present in the same location shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. However, if three or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present {physically or by phone}, unless otherwise provided in these Rules or required by law. Members of the Board, as well as staff or employees of the District may be present by telephone, provided that quorum is present at the meeting location and that such telephone attendance is accomplished by speaker so that all present may hear and respond to the comments of the party attending by telephone. Nothing herein shall require the District to permit members of the public to attend a Board meeting by telephone.
- 2.4 Officers.** At any Board meeting held after each election where the newly elected members take office, the Board must select a chair, treasurer, and secretary. The Board may also select a vice chair, assistant treasurers, and assistant secretaries. Such selection may be deferred to subsequent meetings.
- 2.4.1 The Chair** must be a member of the Board. If the chair resigns from that office or ceases to be a member of the Board, the Board shall select a chair to serve the remaining portion of the term, after filling the Board vacancy. The chair may be authorized to sign checks and warrants for the District, countersigned by the treasurer or other persons authorized by the Board. The chair may convene and conduct all meetings of the Board. In the event the chair is unable to attend a meeting, the vice chair or other member of the Board may convene and conduct the meeting.
- 2.4.2 The Vice Chair** shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the vice chair resigns from that office or ceases to be a member of the Board, the Board shall select a vice chair to serve the remainder of the term, after filling the Board vacancy.
- 2.4.3 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. The District Manager may serve as secretary.
- 2.4.4 The Treasurer** need not be a member of the Board but must be a resident of Florida. The treasurer shall perform duties described in Sections 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The treasurer shall serve at the pleasure of the Board.

- 2.5 Committees.** The Board may establish committees of the Board by formal motion referencing this rule, 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, contract negotiations, personnel matters, and budget preparation.
- 2.6 Record Book.** The Board shall keep a permanent record book entitled “Record of Proceedings of the Harmony Community Development District,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds, and corporate acts.
- 2.7 Meetings.** The Board shall establish a schedule of regular meetings and may also meet upon call of the chair or three Board members. Nothing herein shall prevent the Board from holding other meetings as it deems necessary or from canceling any regularly scheduled meetings. A previously noticed regular meeting may be canceled, provided that notice of cancellation shall be given in substantially the same manner as notice for the meeting or in such other manner as may provide substantially equivalent notice of cancellation. All meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes.
- 2.8 Voting Conflict of Interest.** The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. Nothing in this Rule shall prohibit the Board member with a voting conflict of interest from voting on a matter. For the purposes of this section, “voting conflict of interest” shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.
- 2.8.1** When a Board member knows that he/she 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 of the meeting. The member may then vote. The Board’s secretary shall prepare a memorandum of voting conflict which shall then be signed by the Board member who had the conflict.
- 2.8.2** If a Board member inadvertently votes on a matter and later learns he or she has a conflict thereon, the member shall immediately notify the Board’s secretary. Within fifteen days (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.
- 2.8.3** A memorandum submitted by an affected Board member shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum. The Board member’s vote shall be unaffected by this filing.

Chapter 1, Section 2

Specific Authority:	190.011(5), 120.525
Law Implemented:	190.006(1), 190.006(4), 190.006(5), 190.006(6), 190.006(7), 190.006(9), 190.007, 112.3143, 120.525, 112.3143(4)(b)

3. PUBLIC INFORMATION AND INSPECTION OF RECORDS

- 3.1 Public Records.** All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Record of Proceedings of the Harmony Community Development District”, may be copied or inspected at the local or regional offices of the District Manager during regular business hours.
- 3.2 Hard Copies.** Copies of public records shall be made available to the requesting person at a charge of \$ 0.25 per page, if not more than 8-1/2 by 14 inches; and for copies in excess of that size, at a charge not to exceed the actual cost of reproduction. Certified copies of public records shall be made available at a charge of \$1.00 per page. If the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance, a special service charge, which shall be reasonable and based on the actual cost incurred, may be charged in addition to the actual cost of duplication.

Chapter 1, Section 3

Specific Authority: 190.011(5)
Law Implemented: 190.006(7), 119.07(1)(a), 119.07(1)(b)

4. MEETINGS AND WORKSHOPS

- 4.1 Notice.** Except in emergencies, or as otherwise provided in these Rules, at least seven (7) days public notice shall be given of any meeting or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the county in which the District is located and shall state:
- (1) The date, time, and place of the meeting or workshop;
 - (2) A brief description of the nature, subjects, and purposes of the meeting or workshop;
 - (3) The address where persons may obtain a copy of the agenda.
 - (4) If a person decides to seek review of any official decision made at the Board meeting, a record of the proceedings will be required and the person intending to appeal will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence necessary for the appeal.
 - (5) When a previously noticed meeting is canceled, notice of cancellation shall be given in substantially the same manner as notice for the meeting, or in any manner that will give adequate notice of cancellation.
- 4.2 Agenda.** The District Manager shall prepare a notice of the meeting or workshop and an agenda. The notice and agenda shall be available to the public in the offices of the District Manager at least seven days before each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.
- 4.3 Receipt of Notice.** Persons wishing to receive, by mail, notices or agendas of meetings, may advise the District Manager or secretary at the Board's office. Such persons shall furnish a mailing address in writing and may be required to pay the cost of copying and mailing.
- 4.4 Emergency Meeting.** The chair, or the vice chair if the chair is unavailable, may convene an emergency meeting of the Board without first having complied with **Sections 4.1, 4.2, & 4.3**, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the chair shall make reasonable efforts to notify all Board members of an emergency meeting 24 hours in advance. Reasonable efforts may include telephone notification. 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. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

- 4.5 Public Comment.** The Board shall provide members of the public with a reasonable opportunity to be heard on a proposition before the Board. The Board shall, at the beginning of the meeting, designate a specified period of time for public comment on the meeting agenda. The opportunity to be heard need not occur at the same meeting at which the Board takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which the Board takes the official action. The Board shall maintain orderly conduct and proper decorum in a public meeting.
- 4.5.1** Members of the public shall have three (3) minutes to address the Board.
- 4.5.2** In meetings in which a large number of individuals wish to be heard and wish to speak on the same side of a proposition before the Board, the Board may choose to allow representatives of groups or factions to address the Board on a proposition before the Board, rather than allowing all members of such groups or factions to speak individually.
- 4.5.3** Members of the public shall fill out the “Speaking Request Form” prescribed by the Board and incorporated herein by reference (shown in **Appendix 1**, and available on the District website via the link: HarmonyCDD.org/Speaking-Request-Form.pdf), in order to inform the Board of a desire to be heard, to indicate his or her support, opposition, or neutrality on a proposition, and to speak for himself or herself, or his or her group, on a proposition if he or she so chooses.
- 4.6 Budget Hearing: Budget Amendment.** Notice of hearing on the annual budget(s) shall be in accordance with Section 190.008, Florida Statutes. Once adopted in accordance with Section 190.008, 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. All expenditures in excess of 10% of any line item in the budget must be approved by the Board in advance of incurring such expense; however, in the case of an emergency expenditure affecting the health, safety, or welfare of the District, its residents, or landowners, such expenditures must be approved in advance by the chair, or in the absence of the chair, the vice chair.
- 4.7 Continuances.** Any meeting of the Board or any item or matter included on the agenda or coming before the Board at a noticed meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time, and location publicly announced at the Board meeting where the item or matter came before the Board.

Chapter 1, Section 4

Specific Authority:	190.011(5), 120.525, 120.54(5)
Law Implemented:	190.007(1), 190.008, 120.525, 120.54, 286.0114

5. RULEMAKING PROCEEDINGS

5.1 Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.

5.2 Notice of Rule Development.

5.2.1 Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules 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 5.3**. 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 a statement of how a person may promptly obtain a copy of any preliminary draft, if available.

5.2.2 All rules should be drafted in accordance with Chapter 120, Florida Statutes.

5.3 Notice of Proceedings and Proposed Rules.

5.3.1 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 sub-section of the Florida Statutes or the Laws of Florida 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), 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), Florida Statutes, must do so in writing within twenty-one (21) days after publication of the notice. The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled. Except when the intended action is the repeal of a rule, the notice shall include a reference both to the date on which and to the place where the notice of rule development that is required by **Section 5.2** appeared.

5.3.2 The notice shall be published in a newspaper of general circulation in the 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.

5.3.3 The notice shall be mailed to all persons named in the proposed rule. Any person may file a written request with the District Manager or secretary at the Board's office 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.

- 5.4 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 District chair must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- 5.5 Petitions to Initiate Rulemaking.** All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address, and telephone number of the Petitioner; specific action requested; specific reason for adoption, amendment, or repeal; the date submitted; and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District or has a substantial interest in the rule or action requested. Petitions to initiate rulemaking shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes (2014), except that copies of the petition shall not be sent to the Administrative Procedures Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.
- 5.6 Rulemaking Materials.** After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of 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, Florida Statutes; and
 - (D) The published notice.
- 5.7 Rulemaking Proceedings - No Hearing.** When no hearing is requested and the Board chooses not to initiate a hearing on its own, or if a rule relates exclusively to organization, practice, or procedure, the Board may direct the proposed rule be filed with the District Office no less than twenty-eight (28) days following notice. Such direction may be given by the Board either before initiating the rule-adoption process or after the expiration of the twenty-one (21) days during which affected persons may request a hearing.
- 5.8 Rulemaking Proceedings - Hearings.** If a proposed rule does not relate exclusively to organization, practice, or procedure, the District shall provide (upon request) 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. Any affected person may request a hearing within twenty-one (21) days after the date of publication of the notice of intent to adopt, amend, or repeal a rule.
- 5.9 Request for a Public Hearing.**
- 5.9.1** A request for a public hearing shall be in writing and shall specify how the person requesting the public hearing would be affected by the proposed rule. The request shall be submitted to the District within twenty-one (21) days after notice of intent to adopt, amend, or repeal the rule is published as required by law, in accordance with the procedure for submitting requests for public hearing stated in the notice of intent to adopt, amend, or repeal the rule.

- 5.9.2** If the notice of intent to adopt, amend, or repeal a rule did not notice a public hearing and the District determines to hold a public hearing, the District shall publish notice of a public hearing in a newspaper of general circulation within the county in which the District is located 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.
- 5.9.3** Written statements may be submitted by any person within a specified period of time prior to or following the public hearing. All timely submitted written statements shall be considered by the District and made a part of the rulemaking record.
- 5.10 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 county in which the District is located. Notice of emergency rules shall be published as soon as practical in a newspaper of general circulation in the county in which the District is located. 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
- 5.11 Negotiated Rulemaking.** The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.
- 5.12 Variances and Waivers.** Variances and waivers from District rules may be granted subject to the provisions and limitations contained in Section 120.542, Florida Statutes.

Chapter 1, Section 5

Specific Authority:	190.011(5), 190.011(15), 120.54, 190.035
Law Implemented:	120.54, 190.035(2)

6. DECISIONS DETERMINING SUBSTANTIAL INTEREST

- 6.1 Conduct of Proceedings.** Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the chair shall designate any member of the Board (including the chair), District Manager, District General Counsel, or other person to conduct the hearing.
- 6.1.1** The person conducting the hearing may:
- (A) Administer oaths and affirmations; and/or
 - (B) Rule upon offers of proof and receive relevant evidence; and/or
 - (C) Regulate the course of the hearing, including any prehearing matters; and/or
 - (D) Enter orders; and/or
 - (E) Make or receive offers of settlement, stipulation, and adjustment.
- 6.1.2** The person conducting the hearing 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.
- 6.1.3** The District shall issue a final order within forty-five (45) days:
- (A) After the hearing is concluded, if conducted by the Board; or
 - (B) After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
 - (C) After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.
- 6.2 Eminent Domain.** After determining the need to exercise the power of eminent domain pursuant to Sub-section 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida Statutes. Prior to exercising the power of eminent domain, the District shall:
- 6.2.1** Adopt a resolution identifying the property to be taken;
- 6.2.2** If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county, if the taking will occur in an unincorporated area, or of the municipality, if the taking will occur within the municipality.

Chapter 1, Section 6

Specific Authority: 190.011(5), 190.011(15)
Law Implemented: 190.011(11)

7. PROCEDURE UNDER CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT

7.1 Scope. In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following set of procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

7.2 Definitions.

7.2.1 "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 performed by any architect, professional engineer, landscape architect, or registered surveyor and map-maker, in connection with the firm's or individual's professional employment or practice.

7.2.2 "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, 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, Florida Statutes, for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.

7.2.3 "Continuing Contract" is a contract for professional services (of a type described above), entered into in accordance with this rule, between the District and a firm whereby the firm provides professional services for the District for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.

7.2.4 "Emergency Purchase" is a purchase necessitated by a sudden unexpected turn of events (e.g., 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 decides the delay incident to competitive bidding would be detrimental to the interests of the District.

7.3 Qualifying Requirements. In order to be eligible to submit a bid or proposal, a firm or an individual, at the time of receipt of its bid, must:

- (A) Hold all required applicable state professional licenses in good standing; and
- (B) Hold all required applicable federal licenses in good standing, if any; and
- (C) If the bidder is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes; and
- (D) Meet any prequalification requirements set forth in the project or bid specifications. Qualification standards may include but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with these Requirements may be submitted with the bid, if requested by the District.

7.4 Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. 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 by publishing a notice providing a general description of the project and the method for interested consultants to apply for consideration. The notice shall appear in at least one newspaper of general circulation in the county in which the District is located and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail or email. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

7.5 Competitive Selection.

7.5.1 The Board shall review and evaluate the data submitted in response to the notice described above 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 firms regarding their qualifications and/or public presentation, select, and list the firms, 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 as adopted by the Board for a specific type of professional service, including but not limited to the following:

- (A) The ability and adequacy of the professional personnel employed by each firm; and
- (B) Each firm's past performance for the District in other professional employment settings; and
- (C) The willingness of each firm to meet time and budget requirements; and
- (D) The geographic location of each firm's headquarters or office in relation to the project; and
- (E) The recent, current, and projected workloads of each firm; and
- (F) The volume of work previously awarded to each firm; and
- (G) Whether a firm is a certified minority business enterprise.

7.5.2 Nothing in these rules shall prevent the District from evaluating and eventually selecting a firm if fewer than three responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

7.5.3 If the selection process is administered by any person 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.

7.6 Competitive Negotiation.

- 7.6.1** 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.
- 7.6.2** In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, 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”.
- 7.6.3** Should the District within twenty-one (21) days 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 unless modified by the Board, 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 within twenty-one (21) days (unless modified by the Board to the contrary), those negotiations shall be terminated and negotiations with the third most-qualified firm shall be undertaken.
- 7.6.4** Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary), 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.
- 7.6.5** Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the 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, and by posting same in the District office for seven (7) days.
- 7.7 Continuing Contract.** Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
- 7.8 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.

Chapter 1, Section 7

Specific Authority: 190.011(5)
Law Implemented: 190.011(3), 287.055, 190.033

8. PURCHASE OF GOODS, SUPPLIES, OR MATERIALS

8.1 Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices.

8.2 Definitions.

8.2.1 “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 involved. It includes printed instructions prescribing conditions for bidding and evaluation criteria, and provides for a manual signature of an authorized representative.

8.2.2 “Request for Proposal” 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, proposal instructions, work detail analysis, and evaluation criteria as necessary.

8.2.3 “Responsive Bid/Proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

8.2.4 “Lowest Responsible Bid/Proposal” means that, in the sole discretion of the Board, the bid or proposal:

(A) Has been submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance; and

(B) Is responsive to the invitation to bid or request for proposal as determined by the Board; and

(C) Provides the lowest cost to the District.

Bids may not be modified after opening. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board.

8.2.5 “Goods, Supplies, and Materials” which are procured by the District do not include printing, insurance, advertising, or legal notices.

8.2.6 “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.

8.2.7 “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (e.g., 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 bidding would be detrimental to the interests of the District.

8.3 Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following is appropriate:

- 8.3.1** The Board shall cause to be prepared an Invitation to Bid or Request for Proposal, as appropriate.
- 8.3.2** The Notice of Invitation to Bid or Request for Proposal 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 seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
- 8.3.3** The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.
- 8.3.4** Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
- 8.3.5** The Lowest Responsive and Responsible Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.
- 8.3.6** Notice of award or 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, and by posting same in the District office for seven (7) days.
- 8.3.7** If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for goods, supplies, or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of goods, supplies, or materials.
- 8.3.8** 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.

Chapter 1, Section 8

Specific Authority:	190.011(5)
Law Implemented:	190.033

9. CONTRACTS FOR CONSTRUCTION OF AUTHORIZED PROJECT

9.1 Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190, 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, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.

9.2 Procedure.

9.2.1 Notice of Invitation to Bid or 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 bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date for submittal of bids.

9.2.2 The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail and/or email.

9.2.3 The Requirements to be eligible to submit a bid or proposal are that, at the time of receipt of its bid or proposal, a firm or an individual must:

- (A) Hold all required applicable state professional licenses in good standing; and
- (B) Hold all required applicable federal licenses in good standing, if any; and
- (C) If the bidder is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes; and
- (D) Meet any special prequalification requirements set forth in the bid/proposal specifications.

Evidence of compliance with these Requirements may be submitted with the bid or proposal, if required by the District.

9.2.4 Bids or proposals shall be opened at the time, date, and place noted on the Invitation to Bid or Request for Proposals. Bids and proposals shall be evaluated in accordance with the Invitation or Request and these Rules.

9.2.5 To assist in the determination of the lowest responsive and responsible bidder, the District Manager may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.

- 9.2.6** In determining the lowest responsive and responsible bidder, the District Manager and Board may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following criteria as adopted by the Board for a specific project, including but not limited to the following:
- (A) The ability and adequacy of the professional personnel employed by each bidder or proposer; and
 - (B) The past performance of each bidder or proposer for the District and in other professional employment settings; and
 - (C) The willingness of each bidder or proposer to meet time and budget requirements; and
 - (D) The geographic location of each bidder or proposer's headquarters or office in relation to the project; and
 - (E) The recent, current, and projected workloads of the bidder or proposer; and
 - (F) The volume of work previously awarded to each bidder or proposer; and
 - (G) Whether the cost components of each bid or proposal are appropriately balanced; and
 - (H) Whether a bidder or proposer is a certified minority business enterprise.
- 9.2.7** The Lowest Responsive and Responsible Bid/Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board. If the Board receives fewer than three responses to an Invitation to Bid or Request for Proposal, the Board may, in its discretion, re-advertise for additional bids without rejecting any submitted bid. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.
- 9.2.8** Notice of the award or 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, and by posting the same in the District office for seven (7) days.

Chapter 1, Section 9

Specific Authority: 190.011(5)
Law Implemented: 190.033, 255.0525

10. CONTRACTS FOR MAINTENANCE SERVICES

10.1 Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be indexed or amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contractual services and/or goods, supplies, or materials as defined in herein. Where a contract for maintenance of such a facility or project includes goods, supplies, materials, and/or contractual services, the District may, in its sole discretion, award the contract solely per the Rules in this **Section 10** in lieu of separately bidding for maintenance, goods, supplies, materials, and/or contractual services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

10.2 Procedure.

10.2.1 Notice of Invitation to Bid or Request for Proposal 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 seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

10.2.2 The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail or email.

10.2.3 The Requirements to be eligible to submit a bid or proposal are that, at the time of receipt of its bid or proposal, a firm or an individual must:

- (A) Hold the required applicable state professional license in good standing; and
- (B) Hold all required applicable federal licenses in good standing, if any; and
- (C) Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation; and
- (D) Meet any special prequalification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Requirements may be submitted with the bid, if required by the District.

10.2.4 Bids or proposals shall be opened at the time, date, and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.

10.2.5 To assist in the determination of the lowest responsive and responsible bidder, the District Manager may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.

- 10.2.6** In determining the lowest responsive and responsible bidder, the District Manager and the Board may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following criteria, as adopted by the Board for a specific type of maintenance service, including but not limited to the following:
- (A) The ability and adequacy of the professional personnel employed by each bidder or proposer; and
 - (B) The past performance of each bidder or proposer for the District and in other professional employment settings; and
 - (C) The willingness of each bidder or proposer to meet time and budget requirements; and
 - (D) The geographic location of each bidder or proposer's headquarters or office in relation to the project; and
 - (E) The recent, current, and projected workloads of the bidder or proposer; and
 - (F) The volume of work previously awarded to each bidder or proposer; and
 - (G) Whether the cost components of each bid or proposal are appropriately balanced; and
 - (H) Whether a bidder or proposer is a certified minority business enterprise.
- 10.2.7** The lowest responsive and responsible bid/proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance and/or other bonds with a responsible surety. If the Board receives fewer than three responses, the Board may, in its discretion, re-advertise for additional bids or proposals without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, all bids/proposals may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover any costs of bid/proposal preparation or submittal from the District.
- 10.2.8** Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days.

Chapter 1, Section 10

Specific Authority: 190.011(5)
Law Implemented: 190.033

11. DESIGN-BUILD CONTRACT COMPETITIVE PROPOSAL SELECTION PROCESS

11.1 Scope. The District may utilize a design/build contract for any public construction project for which the Board determines that use of such a contract is in the best interest of the District. When letting a design/build contract, the District shall use the procedure of **Section 11.2**.

11.2 Procedure.

- 11.2.1** The District shall utilize a design criteria professional meeting the requirements of Section 287.055(2)(K), Florida Statutes, when developing a design criteria package, evaluating the responses or bids 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, or may be retained pursuant to **Section 7**, "Procedure Under Consultants' Competitive Negotiations Act".
- 11.2.2** A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. 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. All 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.
- 11.2.3** The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals based on price, technical aspects, and design aspects of the project, weighted for the project.
- 11.2.4** 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, according to the following processes.
- (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 seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (2)** The District may maintain qualification information, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.
 - (3)** The Requirements to be eligible to submit a bid or proposal are that, at the time of receipt of its bid or proposal, a firm must:
 - (A)** Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes; and
 - (B)** Hold all required applicable federal licenses in good standing, if any; and

- (C) Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 807, Florida Statutes, if the bidder is a corporation; and
- (D) Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Requirements may be submitted with the bid, if required by the District.

- 11.2.5** The Board shall select no fewer than three design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal.
- 11.2.6** 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 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.
- 11.2.7** After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- 11.2.8** The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.
- 11.3 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.

Chapter 1, Section 11

Specific Authority:	190.011(5)
Law Implemented:	190.033, 255.20

12. PURCHASE OF INSURANCE

12.1 Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expense insurance for the dependents of such officers and employees upon a group insurance plan by the District, shall be governed by these Rules. Nothing in these Rules shall require the District to purchase insurance.

12.2 Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

12.2.1 The Board shall cause to be prepared a Notice of Invitation to Bid.

12.2.2 Notice of Invitation to Bid 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 seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

12.2.3 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 office for inclusion on the list shall receive notices by mail or email.

12.2.4 Bids shall be opened at the time and place noted on the Invitation to Bid.

12.2.5 If only one response to an Invitation to Bid 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.

12.2.6 The Board has the right to reject any and all bids, and such reservations shall be included in all solicitations and advertisements.

12.2.7 Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which 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 District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, past performance for 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 need of the District, its officers, employees, and/or dependents.

12.2.8 Notice of the award or 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, and by posting the same in the District office for seven (7) days.

Chapter 1, Section 12

Specific Authority: 190.011(5)

Law Implemented: 112.08

13. BID PROTESTS UNDER CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT

- 13.1 Scope.** Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal under **Sections 7 or 11** shall be in accordance with this **Section 13**.
- 13.2 Notice.** The District shall give all bidders written notice of its decision to award or intent to award a contract (including rejection of some or all bids) by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in **Section 14** of the Rules of the Harmony Community Development District shall constitute a waiver of proceedings under those Rules."
- 13.3 Filing.** Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date when notice of protest is filed. Failure to file a notice of protest (or failure to file a formal written protest) shall constitute a waiver of all further proceedings.
- 13.4 Award Process.** Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- 13.5 Mutual Agreement.** The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within (7) days (excluding Saturdays, Sundays, and legal holidays) upon receipt of a formal written request.
- 13.6 Hearing.** If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in **Section 6**.

Chapter 1, Section 13

Specific Authority: 120.57(3), 190.011(5)
Law Implemented: 120.57(3), 190.033

14. BID PROTESTS RELATING TO ANY OTHER AWARD

- 14.1 Scope.** Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal under **Sections 8, 9, 10, or 11** shall be in accordance with this **Section 14**.
- 14.2 Notice.** The District shall give all bidders written notice of its decision to award or intent to award a contract – including rejection of some or all bids – by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.
- 14.3 Filing.** Any person who is affected adversely by the District’s decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.
- 14.4 Award Process.** Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- 14.5 Mutual Agreement.** The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days (excluding Saturdays, Sundays and legal holidays) of receipt of a formal written protest.
- 14.6 Hearing.** If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in **Section 6**.

Chapter 1, Section 14

Specific Authority: 190.011(5)
Law Implemented: 190.033

Harmony CDD

SPEAKING REQUEST FORM

Name: _____
(please print clearly)

Address: _____

The Agenda item that I wish to speak to:

- ☐ Audience Comments
- ☐ Other Agenda Item [number _____]

My written comments:

(continue on reverse side if needed)

- *If you desire to speak on more than one topic, please complete a separate form for each topic.*
- *Please limit your comments to three minutes.*
- *Groups should designate a spokesperson to avoid duplication of comments on similar issues.*
- *The Public Comment Period is for comments, not for debate or dialogue with the Board.*
- *Comments should be directed to issues rather than the Board or an individual Board member.*

Harmony CDD

Rules & Policies

(2019)



Chapter 1, Amendment 1

Full Disclosure of Public Financing

¹The rules herein were adopted on 07/25/2019, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the “Administrative Rules of Procedure” of the Harmony Community Development District.

CHAPTER 1, AMENDMENT 1
TABLE OF CONTENT

<u>PART I:</u>	GENERAL MATTERS INCLUDING DEFINITIONS	1
1.	<u>Introduction</u>	1
2.	<u>Applicability; Rulemaking; Purpose</u>	1
3.	<u>Definitions</u>	1
4.	<u>The District</u>	2
5.	<u>Availability of Forms and Records; Inspection</u>	2
<u>PART II:</u>	SPECIFIC RULE PROCEDURES	3
6.	<u>Determination of What Constitutes Public Financing & Maintenance of Improvements</u>	3
7.	<u>Forms Distribution</u>	3
8.	<u>Availability of District Public Financing Information to Existing Residents</u>	3

PART I: GENERAL MATTERS INCLUDING DEFINITIONS

1. **Introduction.** In matters of finance, the District is subject to Florida Statutes; principal among which are Chapters 120 and 190. These documents, along with information on all aspects of public financing, are available on the official website for the Florida Legislature,
www.leg.state.fl.us/statutes/
or via related-links on the District's website,
[www.HarmonyCDD.org/related-links.](http://www.HarmonyCDD.org/related-links)
2. **Applicability; Rulemaking; Purpose.** The Board of Supervisors ("Board" or "Supervisors") of the Harmony Community Development District ("District") shall apply these rules to provide continuing and full disclosure of public financing and maintenance of improvements of the District pursuant to Section 190.009(1), Florida Statutes.
3. **Definitions.**
 - 3.1 **"Charter"** means the charter of the District as created by and expressly set forth in general law in Sections 190.006-190.0041, Florida Statutes, as amended; Section 190.005(2)(d), Florida Statutes; and Section 190.004(4), Florida Statutes; as amended.
 - 3.2 **"Developer"** means a person(s), including an individual(s), partnership(s), corporation(s) or other business organization(s), or a family(ies) who undertakes the preparation of land for residential development or who is either a home builder or contracts with home builders for the construction of the residential units on the land being prepared, or who builds or contracts to build other residential subdivisions within the boundaries and jurisdiction of the District.
 - 3.3 **"Full Disclosure"** means the making known, pursuant to this rule, District public financing information at a level of detail that is fair, understandable, and reasonable, with notification where details and backup information can be obtained, and this disclosure shall be in good faith as of the date disclosed and is subject to change from time to time pursuant to noticed public hearings and legal procedure.
 - 3.4 **"Continuing Full Disclosure"** means full disclosure no less frequently than annually or as major, relevant, and material information changes. This disclosure is to be made to those persons set forth in **Section 3.5** below.
 - 3.5 **"Disclosure Recipients"** means those to whom this disclosure is to be made available, including but not limited to the following:
 - 3.5.1 **"Existing Residents"** means those Residents, both landowners and non-landowners, who live within the boundary of and are subject to the jurisdiction of the District;
 - 3.5.2 **"Prospective Resident(s)"** means any person of the General Public who contacts by telephone, email, facsimile, U.S. mail, or in-person visit to the District or a Developer to make inquiries before there is any interest in negotiating a contract for purchase;
 - 3.5.3 **"Prospective Initial Purchaser"** is a Prospective Resident who is ready to and is interested in negotiating for an initial purchase contract to be signed;
 - 3.5.4 **"Parties to a Contract"** means those who execute a contract for purchase.

- 3.6 “Public Financing”** or “District public financing” means all revenues levied by the Board of the District and any indebtedness issued or entered into by the Board on behalf of the District, in order to carry out its purpose and exercise its powers under its charter, including but not limited to such revenues as those which are liens on the real property (either ad valorem taxes or non-ad valorem special assessments) and those which are non-lienable and user-based (service charges or fees); the bonds or debt financing, if any, to which these revenues apply to amortize the debt borrowed; the specific ongoing maintenance cost to which the revenues may be applied; the fact that other or additional revenue and any related debt may be levied and issued from time to time in the future; and the related notices and opportunities to review materials and to approve materials or to ask questions at noticed Board hearings before any such levy or issue is decided upon.
- 3.7 “Maintenance of Improvements to Real Property”** means the function by the District to manage, and the related financing of such management, of the basic systems, facilities, services, projects, and improvements to the property over the long term at sustained levels of quality.
- 3.8 “Notice of Establishment”** means the document known as the “Notice of Establishment of the Harmony Community Development District” which shall be recorded in the property records in Osceola County, which shall at a minimum include the legal description of the land area subject to the jurisdiction of the District and copy of the Disclosure Statement which must attend any contract for purchase, all as provided in Section 190.0485, Florida Statutes.
- 3.9 “Public Facilities Report”** means the report submitted annually to the Osceola County Board of County Commissioners pursuant to Section 189.415(2), Florida Statutes.
- 4. The District.** The District, pursuant to its Charter, makes it the express responsibility of the Chair of the Board of Supervisors of the District, or his or her designee, who may be the Manager of the District, to administer this rule and to report a minimum of every six months to the Board on the status of continuing full disclosure and to make recommendations on how to improve the continuing full disclosure requirement.
- 5. Availability of Forms and Records; Inspection.** The Manager and Secretary of the District shall maintain all records and applicable forms and may be contacted for the purpose of obtaining information as to access to forms or records, including public financing records, and maintenance of records as may be required for purposes of this rule. All records are public and shall be made available for inspection and copying pursuant to applicable general law of Florida.

PART II: SPECIFIC RULE PROCEDURES

- 6. Determination of What Constitutes Public Financing & Maintenance of Improvements.** Pursuant to this rule, the Chair of the Board shall make a presentation every six months to the Board of Supervisors for a determination of what constitutes “Public Financing” for the purpose of continuing full disclosure. The Board shall give the Chair or his or her designee authority and the duty to add specific information in good faith as it becomes available during each six-month period, so long as copies are given timely to the Board members.
- 7. Forms Distribution.** Public financing as defined and determined under this Rule shall be reduced to a printed form adopted by the Board and as updated on a continual basis as provided in this Rule. The forms shall be available and distributed along with any applicable brochures or any other documents which may be available from time to time.
- 8. Availability of District Public Financing Information to Existing Residents.** All District public financing forms, as defined and determined under this Rule, and as updated, shall be physically available at the District office for inspection under Florida law and electronically available by website when feasible, with published notice of availability made at the end of each District fiscal year, in a newspaper of general circulation in Osceola County, Florida.

Chapter 1, Amendment 1

Specific Authority: 190.012(3), 190.011(5), 190.011(15),
190.009(1), 190.0485

Law Implemented:

Harmony CDD

Rules & Policies

(2019)



Chapter 1, Amendment 2

Vendor Purchase Policy

¹The rules herein were adopted on 07/25/2019, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the “Administrative Rules of Procedure” of the Harmony Community Development District.

CHAPTER 1, AMENDMENT 2
TABLE OF CONTENT

<u>ADOPTION STATEMENT</u>	1
<u>VENDOR PURCHASE POLICY</u>	2

ADOPTION STATEMENT

The “Vendor Purchase Policy” of the District, adopted as denoted herein at a properly noticed rulemaking meeting of the Board of Supervisors, is hereby incorporated by reference into the “Rules & Policies” of the Harmony Community Development District, and is designated as **Amendment 2**, “Vendor Purchase Policy”, to **Chapter 1**, “Administrative Rules of Procedure”.

Chapter 1, Amendment 2

Specific Authority:	190.011(5), 190.011(15), 120.54
Law Implemented:	190.007

Harmony Community Development District

VENDOR PURCHASE POLICY

“Vendor” or “Vendors” shall mean those persons selling goods or services including professional services to the Harmony Community Development District (“District”) pursuant to written agreement or otherwise.

The District shall ensure that each Vendor receives a copy of this policy and agrees to abide by its terms as indicated by the Vendor’s signature in the space below. To the extent practicable, the terms of this policy shall be incorporated into any other written agreements between Vendor and District but this policy shall govern to the extent of any inconsistency with any other written provisions between Vendor and District.

At least two weeks prior to every regularly scheduled District Board of Supervisors meeting, Vendors shall submit to the District Manager bills or invoices for good or services purchased by the District from the Vendor during the time period preceding such submission. Bills or invoices not submitted timely as according to the above shall not be placed on the agenda for Board approval for payment as set forth hereinafter.

All Vendor contracts or agreements entered into with the District, or bills and invoices submitted whether pursuant to separate agreement or otherwise, shall provide that the District may pay all bills or invoices submitted as according to the above within thirty (30) days following approval of the District Board without any penalty or increase in the amounts due and owing because of such payment policy. This paragraph’s provisions assume the District Board will meet at least once per month, and Vendors may provide for penalties or increased payment as to bills or invoices not paid within fifty (50) days following proper submission to the District Manager or for alternative payment mechanisms in the event the Board does not meet at least once every thirty (30) days.

This Vendor Purchase Policy, initially adopted by motion of the Board of Supervisors of the Harmony Community Development District at the properly noticed Board meeting of August 31, 2000, is herein properly reduced to writing, as amended, and is forthwith adopted as a Rule of the District as indicated by the Board at the properly noticed meeting on the date denoted below; and as may be further amended and properly adopted as a Rule at a future meeting of the Board.

Date

Kristen Suit, District Manager
Harmony Community Development District

AGREED this _____ Day of _____, 20 _____

Vendor

Harmony CDD

Rules & Policies

(2019)



Chapter 3

Facility Usage

Rates, Fees, & Charges

¹The rules herein were adopted on 07/25/2019, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the “Administrative Rules of Procedure” of the Harmony Community Development District.

CHAPTER 3

TABLE OF CONTENT

1.	<u>PURPOSE AND EFFECT</u>	1
2.	<u>NECESSITY</u>	1
3.	<u>AUTHORITY</u>	1
4.	<u>RATES, FEES, AND CHARGES</u>	1
4.1	<u>Non-Resident Membership Fee</u>	1
4.2	<u>Special Event Usage Fee Schedule</u>	1
4.3	<u>Special Event General Provisions</u>	1
4.4	<u>Waivers and Reductions of Fees</u>	2
4.5	<u>Rental Facilities Rate Schedule</u>	2

LIST OF APPENDICES

APPENDIX 2:	<u>TABULAR SCHEDULE OF FEES</u>	3
--------------------	--	----------

1. PURPOSE AND EFFECT

The purpose of this Rule is to adopt certain rates, fees, and charges for the use of Harmony Community Development District (“CDD” or “District”) owned and maintained facilities. The effect of this Rule is to broaden responsibility for District Recreation Facilities.

2. NECESSITY

Fairness in usage and benefits dictates the adoption of a uniform and comprehensive set of rates, fees, and charges applicable to the use of District Recreation Facilities for activities which exceed those of normal usage by Residents of the Harmony community.

3. AUTHORITY

Pursuant to the authority in Section 190.011(10), Florida Statutes, and as may be provided by resolutions adopted and amended by the Board of Supervisors at publicly noticed meetings, the District may collect Special Event fees necessary for the conduct of District activities and services.

4. RATES, FEES, AND CHARGES

4.1 Non-Resident Membership Fee

There are currently defined two categories of membership in Harmony: **Resident** and **Non-Resident**. A person who is not a Resident of Harmony may purchase a **Membership** in the District, and thereby gain Resident level access to all District Facilities, by making an annual payment of \$1,000 for a family of four, and \$250.00 for each additional person. This fee amount is intended to be equivalent to the non-ad valorem assessments paid by District property owners for similar annual use of District Facilities.

4.2 Special Event Usage Fee Schedule

A tabular list of fees and allotted time periods that are applicable to Reserved Use of District Recreation Facilities is contained in **Appendix 2**. For specific rules regarding a particular type of Special Event Reservation, refer to **Chapter 4, Sections 8 and 9**.

4.3 Special Event General Provisions

4.3.1 The fees of **Section 4.2** are applicable to group & individual users of District Recreation Facilities, including but not limited to the following:

- (A) For-profit and non-profit organizations;
- (B) Individuals who do not currently possess a valid photo ID Access Card, pursuant to the conditions and procedures of **Chapter 4, Section 3**;
- (C) Any Resident who reserves a facility while acting on behalf of a for-profit business or a non-profit organization.
- (D) Any Resident who exceeds his or her allotment of free reservations for any given facility, per **Section 4.3.4**.

- 4.3.2 Maximum reserved-use times include setup and takedown time. Failure to vacate the premises more than fifteen (15) minutes after the maximum time allowed may result in loss of the security deposit.
- 4.3.3 All Special Event reservations require a security deposit of \$250, in addition to all fees designated in the Fee Schedule of **Section 4.2**.
- 4.3.4 Residents are permitted two (2) free (exclusive of the security deposit) reservations per year per facility, which are time-bounded per **Section 4.2**.
- 4.3.5 Reserved use of District Sport Facilities (SVB fields and courts) by non-resident organizations shall, in the aggregate, not exceed 50% of available use, nor more than three (3) days per week.
- 4.3.6 Exclusive reserved usage of the entire area of a District Swimming Pool Facility is prohibited. Holders of valid photo ID Access Cards shall, at all times, have access to the pool areas during normal operating hours.
- 4.3.7 Rental of the Buck Lake Fishing Piers only applies to the pier on the west side of the Buck Lake Boat Dock structure and the two walking path piers.
- 4.3.8 Once a Reservation is accepted and scheduled, all usage fees assessed per **Section 4.2** are non-refundable (the security deposit of **Section 4.3.3** is refundable).

4.4 **Waivers and Reductions of Fees**

The District reserves the right to waive or reduce reservation fees and/or deposits on a case-by-case basis, and shall accomplish this by a motion of the Board of Supervisors at a publicly advertised meeting.

4.5 **Rental Facilities Rate Schedule**

In addition to the short-term (per hour), “Event” based usage of Recreation Facilities cited in **Section 4.2**, the District owns and maintains two long-term (per year), “User Supported” Public Facilities which are operationally administered by the HROA (Harmony Residential Owners Association). These consist of: (1) a **Vehicle Storage** Area; & (2) a **Community Garden** Area. The tabular lists of fees that are applicable to the Rental of space in these Public Facilities are also contained in **Appendix 2**. To assure that these facilities are self-sustaining, the rental fees for each are subject to yearly review and revision as necessary.

Chapter 3

Specific Authority: 190.035, 190.011(5), 120.54
Law Implemented: 190.035, 190.011(5)

TABULAR SCHEDULE OF FEES

SPECIAL EVENT

{Reserved Use of Recreation Facilities}

(1)	Soccer/Volleyball/Basketball ("SVB") Fields & Courts	\$5 per hour
(2)	Swim Club and Ashley Park Pools Reserved Patio Areas	\$100 for up to four (4) hours maximum
(3)	Buck Lake Pavilion	\$60 for up to four (4) hours maximum
(4)	Buck Lake Fishing Piers	\$40 for up to two (2) hours maximum
(5)	Town Square	\$250 for up to six (6) hours maximum

VEHICLE STORAGE

{Rental of Space in User Supported Facility}

(1)	OS (Odd Shaped)	\$240 per year
(2)	Small (12 ft x ≥ 12 ft)	\$480 per year
(3)	Medium (12 ft x ≥ 20 ft)	\$600 per year
(4)	Large (12 ft x ≥ 30 ft)	\$720 per year
(5)	RV (12 ft x ≥ 40 ft)	\$900 per year

COMMUNITY GARDEN

{Rental of Space in User Supported Facility}

(1)	Small Plot	\$10 per year
(2)	Medium Plot	\$20 per year
(3)	Large Plot	\$40 per year

Harmony CDD

Rules & Policies

(2019)



Chapter 4

Parks & Recreation Facilities Rules

¹The rules herein were adopted on 07/25/2019, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the “Administrative Rules of Procedure” of the Harmony Community Development District.

CHAPTER 4

TABLE OF CONTENT

1. <u>DEFINITIONS</u>	1
2. <u>USAGE RESTRICTIONS</u>	3
3. <u>PHOTO ID ACCESS CARDS</u>	4
4. <u>USE OF SWIMMING POOL FACILITIES</u>	6
5. <u>USE OF BUCK LAKE DOCK AND BOAT FACILITIES</u>	7
6. <u>USE OF SOCCER, VOLLEYBALL, AND BASKETBALL FACILITIES</u>	9
7. <u>USE OF DOG PARK FACILITIES</u>	11
8. <u>SPECIAL EVENT APPLICATION PROCESS</u>	13
9. <u>USE OF DISTRICT RECREATION FACILITIES FOR SPECIAL EVENTS</u>	15

LIST OF APPENDICES

APPENDIX 3: <u>DISTRICT FACILITY MAPS & PLANS</u>	19
APPENDIX 4: <u>ACCESS CARD REGISTRATION FORM</u>	23
APPENDIX 5: <u>FACILITY USAGE APPLICATION (Personal)</u>	25
APPENDIX 6: <u>FACILITY USAGE APPLICATION (Company)</u>	29
APPENDIX 7: <u>DISTRICT BOAT-USE AGREEMENT FORM</u>	33

1. DEFINITIONS

1.1 General Use

Any use of any of the District maintained Recreation Facilities defined in **Section 1.8**.

1.2 Special Event

Any ²**Event** held on District Property, which involves a group of people gathering to participate in an activity involving other than normal, everyday use of said Property. Examples of special events are available in **Section 8.3**.

1.3 Organizer

The individual, entity, organization, or company in charge of an event.

1.4 Dock Master

Individual(s) responsible to the District for maintenance of District Boating Facilities.

1.5 District

The Harmony Community Development District (or “CDD”).

1.6 District Office

The office of the District Manager is located at 313 Campus Street, Celebration, FL 34747. Phone number: 407-566-1935. Email Address: admin@harmonycdd.org.

1.7 District Manager

The person or entity employed by the District and who has charge and supervision of the works of the District and shall be responsible for preserving and maintaining any service, system, improvement or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the District and for performing such other duties as may be prescribed by the board.

1.8 District Recreation Facilities

The Parks and Recreation Facilities maintained by the District, which include but are not limited to those defined in **Sections 1.9, 1.10, and 1.11**, as set forth on the **Appendix 3** maps.

1.9 District Swimming Pool Facilities

The District maintained Swimming Facilities, as set forth on the **Appendix 3** maps, and as may be updated and/or expanded from time to time.

1.10 District Buck Lake Dock and Boat Facilities

The Dock and Boat Recreational Facilities maintained by the District on the shore of Buck Lake and set forth in the **Appendix 3** maps.

1.11 District Park and Playground Facilities

The Soccer, Basketball, and Volleyball Facilities located on the Park and Playground Areas maintained by the District and set forth on the **Appendix 3** maps.

²The terms “**Special Event**” and “**Event**” are used interchangeably throughout this document to refer to such Special Events as defined in **Section 1.2**.

1.12 District Resident includes:

- (1) A Property Owner who currently resides in his or her home within the boundary of the District;
- (2) An Owner of a property within the boundary of the District who has elected to declare residency somewhere other than the home on said property, and who does not rent out said home to others, either on a long-term or a short-term basis;
- (3) A Renter occupying a residence inside the boundaries of the District; and
- (4) The Children of District Residents.

1.13 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 (18), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

1.14 Guest – shall mean any person or persons who are invited and accompanied for the day by a Patron to participate in the use of the District Facilities.

1.15 Non-Resident Owner – shall mean a property owner who has elected not to occupy his or her home within the boundaries of the District, but who rents out his or her home to other occupants.

1.16 Lease Agreement – shall mean a written contract granting use or occupation of property during a specified period in exchange for a specified rent.

1.17 Child Guardian – shall mean a person who is not a resident of the District, who is at least eighteen (18) years of age, and who has been designated as a Guardian for one or more District Resident children who are under the age of fourteen (14); as evidenced by an executed and notarized Guardianship Power of Attorney form.

2. USAGE RESTRICTIONS

2.1 General Policies

- 2.1.1** Parking is prohibited in any non-designated parking area.
- 2.1.2** Swimming is prohibited in all District-maintained ponds.
- 2.1.3** No watercraft of any kind is allowed in any of the District-maintained ponds.
- 2.1.4** Surrounding each pond is a 20-foot, District-maintained buffer zone, for which public access is permitted only during the hours denoted in **Section 2.1.6**.
- 2.1.5** It is requested that anyone wishing to access a pond either walk or ride a bicycle; and that anyone who does access a pond be respectful of adjacent resident homes.
- 2.1.6** General hours of operation for all facilities, except the pools and the boats, are 30 minutes before sunrise to 30 minutes after sunset.
- 2.1.7** Specifically disallowed are solicitations or sales of any kind on any District Property without explicit prior approval of the Board of Supervisors.
- 2.1.8** Continued violation of any District policy will result in immediate reporting to law enforcement authorities per the stipulations of **Sections 2.2 and 2.3** and/or imposition of the usage penalties set forth in **Section 2.4**.

2.2 Violation and Reporting

Unauthorized use of District Facilities will result in, as a minimum, a charge of Trespass pursuant to Chapter 810, Florida Statutes. Violations will be reported to the Sheriff of Osceola County and prosecuted to the full extent of the law.

2.3 Enforcement and Penalties

Pursuant to Section 190.041, Florida Statutes, the board or any aggrieved person may have recourse to such remedies in law and at equity as may be necessary to ensure compliance with the provisions of these rules, including injunctive relief to enjoin or restrain any persons violating the provisions of these rules.

2.4 Suspension of Access Privileges

Facility access privileges may be suspended and all photo ID Access Cards of an entire family deactivated for misuse/abuse of any District Facility, not following these Rules, and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.). At the discretion of the District Manager, photo ID Access Cards of the offending parties may be deactivated for up to 180 days, and all others within the family may be deactivated for up to 90 days.

3. PHOTO ID ACCESS CARDS

- 3.1** In order to use the District Buck Lake Dock and Boat Facilities or the District Swimming Pool Facilities, each user must follow the provisions of **Sections 4 and 5**, **and** must be in possession of a photo ID Access Card; which is obtained by completing a Harmony CDD Access Card Registration Form; which is available in **Appendix 4** and on the District website at: **HarmonyCDD.org/Access-Card-Registration-Form.pdf**.
- 3.1.1** Resident Owners in Harmony shall be entitled to one photo ID Access Card per resident at no charge so long as the resident is authorized pursuant to these rules to utilize the facilities.
- 3.1.2** Resident Renters shall pay \$10 per person for a photo ID Access Card, and \$10.00 for an Access Card renewal upon the start of each successive lease renewal period.
- 3.1.3** A Resident Renter on a month-to-month lease, after an initial six (6) month term, may receive a photo ID Access Card valid for 90 days for a single \$10.00 fee.
- 3.1.4** Replacement photo ID Access Cards (for an Owner or a Renter) are \$10.00 each.
- 3.1.5** Proof of Personal Identity, **plus** Proof of either home-Ownership or Renter-status within Harmony, must be provided in order to receive a photo ID Access Card.
- 3.1.5.1 Proof of Personal Identity**, for either an Owner or a Renter, shall require identification in a verifiable form such as, but not limited to, a Passport, a Driver License, or an Identification Card (military, state, et al) which contains both the full name of the individual and a full face photograph.
- 3.1.5.2 Proof of Ownership** within the District shall require at least one of the items below:
- (A) Purchase Closing Statement with name of Homeowner denoting proof of address within the boundaries of the District; or
 - (B) Tax Notice with name of Homeowner denoting proof of address within the boundaries of the District; or
 - (C) Other suitable proof of home-Ownership.
- 3.1.5.3 Proof of Renter-Status** within the District shall require
- (1) A signed memo (any format) from the property owner stating that owner's right to an access card for said rental property is relinquished to the Renter;
 - (2) A copy of the Renter Lease Agreement showing the name of the Renter denoting proof of address within the District;
 - (3) **And**, at least one of the items below:
 - (A) Current utility bill with name of Renter denoting proof of address within the boundaries of the District; or
 - (B) Current phone bill with name of Renter denoting proof of address within the boundaries of the District; or
 - (C) Other suitable proof of Renter-status.

- 3.2** The District Manager shall have the discretion to determine whether proof of Ownership or Renter-status has been met.
- 3.3** A person who is acting as Child Guardian for one or more Families at any given time may be issued one (1) Restricted (see conditions set forth in **Sections 3.3.2 thru 3.3.5**) photo ID Access Card upon payment of a non-refundable fee of \$10.00.
- 3.3.1** An executed and notarized Guardianship Power of Attorney Form for each child under the age of fourteen (14) for whom a Child Guardian will be responsible must be provided to the District before a photo ID Access Card can be issued.
- 3.3.2** A photo ID Access Card issued to a Child Guardian shall be valid for one (1) year from the date of issuance, and shall be subject to the suspension provisions of **Section 2.4**.
- 3.3.3** A Child Guardian who is being issued a photo ID Access Card must be at least eighteen (18) years of age.
- 3.3.4** Child Guardians shall be permitted access to the District Buck Lake Dock and Boat Facilities and the District Swimming Pool Facilities only while accompanied by one or more of the children for whom they are acting as Guardian.
- 3.3.5** Child Guardians shall not be permitted, at any time, to bring Guests to the District Buck Lake Dock and Boat Facilities or the District Swimming Pool Facilities.
- 3.4** A person who neither resides nor owns property within the boundaries of the District, and is not otherwise a qualifying Member of the CDD, may purchase a membership in the District and secure a photo ID Access Card for use of all District Recreational Facilities – including Buck Lake, Swimming, Playground, Bike Trail, and Pond facilities – by making a per-year payment of \$1,000 for a family of four, and \$250.00 for each additional person; pursuant to District Rules, **Chapter 3, Section 4.1**, “Non-Resident Membership Fee” for use of District Recreation Facilities.

4. USE OF SWIMMING POOL FACILITIES

- 4.1** The District Swimming Pool Facilities must be maintained in a neat, clean, and sanitary condition at all times pursuant to Florida law. A pool user must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements owned by the District. A pool user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible; and, if a pool user is aware of such unusual incident or hazardous condition, said pool user agrees to refrain from use of the District Swimming Pool Facility. A pool user agrees to report any emergencies to the appropriate emergency personnel by calling 9-1-1.
- 4.2** Swimming is permitted only during pool hours of operation, as posted and seasonally adjusted.
- 4.3** The District Swimming Pool Facilities are open to Residents, as defined in **Section 1.12**, and others who have registered with the District and obtained a valid photo ID Access Card.
- 4.4** Children who are fifteen (15) years of age or younger must be under adult supervision to use the District Swimming Pool Facilities.
- 4.5** All users must use their personalized photo ID Access Cards upon entering the pool area. At any given time, a family may accompany a maximum of four (4) total guests to the District Swimming Pool Facilities.
- 4.6** Any person utilizing a District Swimming Pool Facility in such a wonton, careless, or willful manner as could cause harm or distress either to the facility or other patrons is subject to the suspension penalty provisions of **Section 2.4**.
- 4.7** Any person utilizing a District Swimming Pool Facility when that Facility is closed is subject to deactivation of his or her photo ID Access Card (per **Section 2.4**), and/or a charge of Trespass (per **Section 2.2**).
- 4.8** No alcoholic beverages are permitted in or around the District Swimming Pool Facilities.
- 4.9** Smoking is not permitted at any time within the District Swimming Pool Facilities.
- 4.10** No glass bottles are permitted within the District Swimming Pool Facilities.
- 4.11** No animals are allowed in the District Swimming Pool Facilities; unless said animals are service animals as permitted by law.

5. USE OF BUCK LAKE DOCK AND BOAT FACILITIES

5.1 Age Restrictions

The Buck Lake Dock and Boat Facilities are open to children who are twelve (12) years of age or older with a valid photo ID Access Card. Children who are eleven (11) years of age or younger must be supervised by an adult.

5.2 User Responsibility

All boating equipment must be maintained in a neat, clean, and sanitary condition at all times and the boat user must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements owned by the District.

5.3 Incident Reporting

A boat user agrees to report any unusual incidents or hazardous conditions to a District Dock Master as soon as possible and to refrain from use until further notification by a District Dock Master. A boat user agrees further to report any emergencies to the appropriate emergency personnel by calling 9-1-1.

5.4 Final Authority

A District Dock Master is the final authority on daily boat operations. Users must adhere to the judgment a Dock Master regarding lake access or whether the boat is adequately prepared for use.

5.5 Denial of Use

In the event a Dock Master has doubts as to a potential user's capacity to operate a boat, said Dock Master must deny the potential user access to the boat in order to protect the health, safety, and welfare of the potential boat user.

5.6 Boat Usage Orientation

Prior to boat usage, a potential boat user must undergo an orientation session with a Dock Master concerning the operation and use of all equipment relevant to the boat of interest.

5.7 Contracts for Execution Prior to Use of District Boats

Prior to boat use, each potential user must acknowledge and agree to the Harmony CDD "Boat-Use Agreement", as attached hereto ([Appendix 7](#)) and incorporated by reference, with provisions thereof incorporated herein, and with each potential user of District Buck Lake Dock and Boat Facilities being subject to such provisions, and to District Rules.

5.8 Boat User Responsibilities

- 5.8.1** A boat user assumes full responsibility and liability for any and all damages that are incurred to a District boat while the boat is in the user's care and custody.
- 5.8.2** A boat user who causes damage to a District boat and fails to pay an invoice for damages assessed per **Section 5.9.4** within thirty (30) days shall be denied future access to District boats until the damage assessment is paid; and may be subject to further legal recovery action if the issue remains unresolved for ninety (90) days.
- 5.8.3** All boat users shall adhere to published District policies, regulations, guidelines, and local, state, and federal laws. Access privileges may be suspended for not following the rules and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.), per the provisions and penalties of **Section 2.4**.

5.9 Boat Inspections

- 5.9.1 Prior to departure**, a Dock Master and potential boat user must inspect each boat for prior damage and fill out the Boat Inspection Sheet, which must be signed and dated. The inspection sheet will be logged, and becomes part of the Boat-Use Agreement. A copy of the composite Boat-Use Agreement and Boat Inspection Sheet may be accessed by logging into the user's account on the District's secure Boat Reservation System (via this website link: <https://www.HarmonyCDD.org/Boat-Reservation>).
- 5.9.2 Upon inspection**, if a potential boat user finds evidence of damage to a District boat, the user shall make known the damage to a Dock Master, who must report the information to the District Manager.
- 5.9.3 Upon discovery**, at any time, of damage to a boat by a boat user, the user must refrain from using the boat until further notification from the District Manager.
- 5.9.4 Upon return**, or as close to the end of boat usage as is reasonable, a Dock Master will:
- (A) Inspect a boat for damage; and
 - (B) Assess any damages to the boat; and
 - (C) Report the inspection findings to the District Manager.
- Subsequently, the District Manager will, as necessary, invoice the boat user for the cost of any assessed damages.

5.10 Boating Laws

All persons must obey all federal, state, and local boating laws while using District boats.

5.11 Animals Prohibited

- 5.11.1** Due to safety considerations, dogs and other companion animals are not allowed at Buck Lake Park or on any watercraft.
- 5.11.2** Disabled individuals may, however, bring one service dog to the Park for assistance, provided that:
- (A) The dog is wearing a vest or has other proper marking that clearly identifies the dog as a service dog; and
 - (B) The dog is kept under control on a leash at ALL times; and
 - (C) The dog is kept out of the water and away from the canoe-launching beach and other immediate shoreline areas.

6. USE OF SOCCER, VOLLEYBALL, AND BASKETBALL FACILITIES

6.1 General Policies

- 6.1.1** The Soccer, Volleyball, and Basketball Facilities (“SVB Facilities”) are generally available for open recreation during daylight hours, weather permitting. Space may be limited due to event reservations or other District activities (see **Section 8** for Event scheduling policies). Use of the SVB Facilities is subject to Special Event fees and charges, as set forth in **Sections 9.7 and 9.8**.
- 6.1.2** Users must follow the procedure set forth in **Section 8.1** to reserve an SVB Facility for a “Special Event”, as that term is defined therein. Users wishing to reserve any of the SVB Facilities for an Event must provide a Security Deposit, as set forth in **Section 9.8**.
- 6.1.3** All participants shall adhere to published District policies, regulations, guidelines, and local, state, and federal laws. Access privileges may be suspended for not following the rules and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.), per the provisions and penalties of **Section 2.4**.
- 6.1.4** Use of the SVB Facilities is permitted only during the hours of operation set forth in **Section 2.1.6**, which allows for seasonal adjustment.
- 6.1.5** Any person using an SVB Facility outside hours of operation may be suspended indefinitely from using all of the facilities, per provisions of **Section 2.4**.
- 6.1.6** No alcohol, tobacco, or glass containers are permitted on the premises of any SVB Facility shown on the **Appendix 3** maps during any scheduled Event.
- 6.1.7** Golf or other activities that may cause damage to the Soccer and/or Volleyball Facilities are prohibited.
- 6.1.8** Scaling, jumping, or climbing upon any SVB Facility equipment or structures is not permitted.
- 6.1.9** All users of the SVB Facilities must follow instructions given by District staff members. Violators are subject to ejection and suspension from the facilities, per provisions of **Section 2.4**.

6.2 Waiver of Liability, Indemnification

Users of the SVB Facilities expressly undertake (as set forth in **Section 9.9**) to indemnify and hold harmless the District from all liability and/or injury, loss, or damages arising out of the use of any SVB Facility, whether it be caused by the negligence of the District, the District’s agents or employees, or otherwise.

6.3 Damages, Repairs, and Inspection

Users of SVB Facilities agree to be responsible for all damages to buildings, grounds, fields, and equipment incident to their use of the SVB Facilities. Users shall make no temporary or permanent modifications to any SVB Facility without prior written consent of the District. The District or its designee may inspect the subject premises at any time, as set forth in **Section 9.3**.

6.4 Participants and Attendees

A user organizing activities on any SVB Facility among other users is responsible for ensuring that all participants and attendees at user's activity are aware of the rules established by the District for use of District SVB Facilities. The organizing user is responsible for any and all damages to buildings, grounds, fields, and equipment caused by participants and attendees. If the organizing user's activity on any SVB Facility is open to any non-residents of the District, then no person shall be denied the equal privileges and enjoyment of having free and open access to the user's event on the basis of race, color, creed, religion, national origin, or sexual orientation. Access may not be limited on the basis of age or sex except insofar as the goals or purposes of the activity require such limitation and are lawful.

6.5 Abandoned Property

Any property left on any SVB Facility shall, after a period of ten (10) days from the last day of the scheduled use, be deemed abandoned and shall become property of the District to be disposed of or utilized at the District's sole discretion.

7. USE OF DOG PARK FACILITIES

7.1 Access to the Dog Parks

Access to the Harmony Dog Parks is limited to Harmony Residents, their Guests, and annual Pass Holders.

7.2 User Responsibilities

- 7.2.1** For the safety of all persons and dogs, all users of the Harmony Dog Parks must exercise vigilance and strict adherence to the District Rules, as set forth herein.
- 7.2.2** Violators may have their access to the District Dog Parks restricted, be charged with trespassing, or both.
- 7.2.3** Users of the District Dog Parks do so at their own risk.
- 7.2.4** Users must apply common sense rules when approaching or otherwise interacting with an unknown dog. Neither the Harmony CDD, the Harmony community at large, the Harmony Developer, nor any affiliated boards, employees, or consultants shall be liable for any injury nor any damage sustained while using the dog parks.

7.3 General Policies

- 7.3.1** No animals other than dogs are allowed in the Harmony Dog Parks. The off-leash areas of the dog parks are for the exclusive use of dogs, their handlers, and those accompanying them. No other use is permitted.
- 7.3.2** Organized people-dog activities that require a dedicated portion of the park or that may inhibit regular individual enjoyment must be requested through the Special Event Application Process, as outlined in **Section 8** of these rules.
- 7.3.3** Handlers must pick up any waste left by their dogs. For the convenience of dog owners and dog park users, pot stations and waste receptacles are available in the dog parks and throughout the Harmony community.
- 7.3.4** Dogs must be on leashes while entering or exiting a dog park. Handlers must, at all times, have possession of the leashes of their dogs.
- 7.3.5** Dogs must, at all times, be within view of their handler and under control of their handler.
- 7.3.6** Handlers acting alone must be twelve (12) years of age or older.
- 7.3.7** The maximum number of dogs per handler is six (6).
- 7.3.8** No unvaccinated dogs are permitted in an off-leash dog park area.
- 7.3.9** No female dog in heat is allowed inside, or in close proximity to any dog entering or exiting, an off-leash dog park area.
- 7.3.10** Dogs must be removed from a dog park at the first sign of aggression. No spiked collars are permitted.

- 7.3.11** Handlers are responsible for any injuries or property damage caused by the dog(s) under their control. Handlers must fill in all holes dug up by the dog(s) under their control.
- 7.3.12** Children younger than eight (8) years of age must be supervised by an adult while within the confines of an off-leash dog park.
- 7.3.13** No smoking, alcoholic beverage, or glass container of any kind is permitted in an off-leash dog park area.
- 7.3.14** No food is permitted in an off-leash dog park area, except for training treats.
- 7.3.15** Hanging objects of any kind on the fences surrounding or any structure within a dog park is prohibited.

8. SPECIAL EVENT APPLICATION PROCESS

8.1 Recreation Facility Reservations

Use of District Facilities is scheduled on a “first-come, first-served basis.” Event Organizers must submit a Harmony CDD Parks and Recreation Facility Usage Application to the District Manager no later than fifteen (15) calendar days prior to the Event. Copies of the forms for individuals (refer to [Appendix 5](#)) and organizations (refer to [Appendix 6](#)) are available on the District website:

- Individual [HarmonyCDD.org/Facility-Reservation-Form Individual.pdf](https://HarmonyCDD.org/Facility-Reservation-Form%20Individual.pdf);
- Corporate [HarmonyCDD.org/Facility-Reservation-Form Corporate.pdf](https://HarmonyCDD.org/Facility-Reservation-Form%20Corporate.pdf).

In case of a date conflict, the Event Organizer will be notified by the District Manager after the Facility Usage Application has been received and reviewed.

8.2 Event Approval or Denial

After review of the application, the District Manager may approve or deny the application. The District Manager will inform the Event Organizer within five (5) calendar days after receipt of the application as to the approval or denial of the Event.

8.3 Event Examples

The following list of Special Events does not identify every possible Special Event, but should provide a guideline as to the types of Special Events that may be held on District property. Questions should be directed to the District Manager.

Typical Events:

- | | |
|--|-----------------------------------|
| ▪ Birthday Parties | ▪ Dog Shows or
other pet shows |
| ▪ Anniversary Parties | ▪ Magic Shows |
| ▪ Wedding, Graduation,
and other receptions | ▪ Garage Sales |
| ▪ Instructional Classes | ▪ Concerts |
| ▪ Plays / Musicals | ▪ Dances |
| ▪ Club Activities | ▪ Auctions |
| ▪ Registrations | ▪ Athletic Events |
| ▪ Walk-a-thons | ▪ Political Events |
| ▪ Beauty Pageants | ▪ Religious Events |

8.4 Review of Application

In addition to the Special Event logistics, the District Manager’s review of the application will take into consideration and assess all factors in the best interests of the District:

- 8.4.1** Time of the performance or function and the duration of the Special Event.
- 8.4.2** Any disruption of the normal use of District Recreation Facilities.
- 8.4.3** Whether the Special Event is consistent with the family atmosphere desired to be maintained in the Harmony Community.
- 8.4.4** Whether the Special Event is consistent with Harmony’s Restrictions, Guidelines, and Goals Concerning Companion Animals, Habitat, and Wildlife.

8.5 Event Logistics

The Event Organizer must provide the District Manager with detailed Event information and copies of required documents at the time the Event Organizer schedules the Event with the District Manager. Such information and documents may include, but are not limited to, the following:

8.5.1 Payment of Fees

Event Organizer must pay all applicable fees to the District Manager at the time the Event is scheduled with the District Manager. Individuals, organizations, or companies assessed fees during or after the Event will be invoiced by the District Manager. All assessed fees must be paid to the District Manager no later than fifteen (15) calendar days after invoice date.

8.5.2 Fee Schedule

The fee(s) that an Event Organizer may be required to pay are assigned pursuant to the schedule set forth in **Chapter 3, Section 4.2**, "Special Event Fee Schedule", as adopted by the Board and assessed by the District Manager.

8.5.3 Event Map/ Layout

A physical layout of the Event site, including parking and traffic flow and the location of any tents, stands, or other temporary structures, must be provided.

8.5.4 Event Agenda

A listing, with times, of all functions associated with an Event must be provided.

8.5.5 Vendor/Supplier List

The names, addresses, and phone numbers of all food and merchandise vendors, rental companies, subcontractors, and any other groups operating at an Event must be provided.

8.5.6 Logistical Schedule of Event

The timing, personnel, and organizations that will be involved with the deliveries, setup, and cleanup of an Event must be clearly denoted.

8.5.7 Tent Permits/Fire Retardant Certificates

A tent permit can be obtained through the County Zoning and Code Enforcement Department. A tent structure covering an area of 100 square feet or greater must have a permit. To receive a permit, a map showing the location of all tents must be submitted and approved by the District. Proof of a fire retardant certificate for each tent is required. For details on these matters, contact the County Zoning and Code Enforcement Office at the address provided on Event Application Form, as denoted in **Section 8.1**.

8.5.8 County Alcohol Permit

Approval of a County Alcohol Permit Application must be secured. For details on how this is done, contact the County Parks and Recreation Department at the address provided on the Event Application Form.

8.5.9 Other Approvals

Street closure approval and any other applicable government-issued permits and approvals are the responsibility of the Event Organizer.

9. USE OF DISTRICT RECREATION FACILITIES FOR SPECIAL EVENTS

9.1 Basics

The Organizer shall not commit, nor cause to be committed, any waste on the District property. The premises must be maintained in a neat, clean and sanitary condition at all times and the Organizer must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements maintained by the District. The Organizer agrees to report any emergencies, unusual incidents, or hazardous conditions to the District as soon as possible.

9.2 Maintenance

The District will perform ordinary maintenance for the subject premises; however, the Organizer will be responsible for preparing the premises for each Event and returning the premises to the condition in which they were found prior to the Event.

9.3 Inspection of Subject Premises Following Event

The District Manager or a designee will complete an inspection of the subject premises immediately following, or as close to the end of, an Event as is reasonable given the timing and duration of the Event. Upon inspection, the District Manager or a designee will assess any damage to the subject premises and will invoice the Event Organizer for the cost of the damage.

9.4 Signs

The Organizer is permitted to place signs and/or banners at the District Recreation Facility no more than **two (2) calendar days** prior to the Event. All such signs/banners must be erected and dismantled at the Organizer's expense. This provision does not automatically authorize the placement of any specific sign and/or banner, and such placement shall be subject to any existing District Resolution/Rule or County Ordinance which regulates the placement of signs and/or banners. Upon completion of an Event, all signs and/or banners must be removed by 5:00 p.m. the following calendar day.

9.5 Event Times

All Events are to occur during normal operating hours of the identified District Recreation Facility in which the Event is being held, unless the District Manager authorizes an Event outside of the normal operating times.

9.6 Assumption of Risk

The Event Organizer assumes the sole and exclusive risk of weather conditions prohibiting performance of all or any part of the Special Events. The District makes no representations that the premises will be available on any dates, on which the Organizer may wish to reschedule an Event, other than the dates originally reserved.

9.7 Special Event Fees and Charges

9.7.1 Collection Authority

Pursuant to the authority in Section 190.011 (10), Florida Statutes, and as may be provided by District resolutions adopted by the Board of Supervisors at publicly advertised meetings, the District may collect Special Event fees and/or charges as necessary for the conduct of District activities and services; per the schedule set forth in District Rules **Chapter 3, Section 4.2**, "Special Event Fee Schedule".

9.7.2 Damage/Cleanup Statement (Charged on an individual event basis)

Any organization or individual who holds a Special Event on District property will be responsible for any area, park, or facility that is utilized during the Special Event. The Organizer must provide for cleanup after each Event. Any individual, organization, or company needing dumpster service **in addition** to the usual dumpster service provided by the District, must utilize Osceola County's current waste removal contractor, which is denoted on the Event Application Form.

9.8 Security Deposit

9.8.1 For each Event with ten (10) or more attendees, the District shall collect from the Event Organizer a security deposit of \$250.00 at the time the Organizer schedules the Event with the District Manager.

9.8.2 At the conclusion of the Event, and upon inspection, the District shall either (1) return the damage deposit to the Event Organizer if there is no damage to District property or (2) charge the Event Organizer for any damage to District property and apply the security deposit to the charge.

9.8.3 If damage to the District property is less than the security deposit, the excess amount from the deposit shall be returned to the Event Organizer. If damage to District property exceeds the security deposit, the Event Organizer shall be charged for the excess property damage. All damage charges must be paid to the District no later than **fifteen (15) days** after invoice date.

9.9 Indemnification and Hold Harmless

9.9.1 The EVENT ORGANIZER SHALL sign the Harmony Community Development Parks and Recreation Facility Usage Application and therefore agree for the entity, corporation, organization, or individual and all of its agents, officers, directors, employees, consultants, or similar persons to BE LIABLE FOR ANY AND ALL DAMAGES, LOSSES, AND EXPENSES incurred by the District, CAUSED BY the acts and/or omissions of the Organizer, or any of its agents, officers, directors, employees, or the like.

9.9.2 The EVENT ORGANIZER AGREES TO INDEMNIFY³, DEFEND, AND HOLD THE DISTRICT HARMLESS⁴ for any and all claims, suits, judgments, damages, losses, and expenses, including but not limited to, court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the Organizer, or any of its agents, officers, directors, employees, consultants, or similar persons.

³As used herein, the phrase "**indemnify**" shall mean "to restore the victim of a loss, in whole or in part, by payment, repair, or replacement." re Black's Law Dictionary 769 (6th ed. 1990).

⁴As used herein, the phrase "**hold harmless**" shall mean that the Organizer "assumes the liability inherent in a situation, thereby relieving the [District] of responsibility."

- 9.9.3** The state, agencies of the state, and sub-divisions of the state shall not be subject to this indemnification clause in accordance with Section 768.28(19), Florida Statutes.
- 9.9.4** None of the indemnification or insurance requirements referenced in this Policy or in the Event Application constitute a waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes.

9.10 Insurance Requirements

- 9.10.1** In order to hold a Special Event, the requesting organization or individual must, **upon request of the District Manager**, furnish to the District Manager proof of liability insurance, identifying the District as “**Additionally Insured**” for the date of the Special Event; with the “**Additionally Insured**” declaration in said policy reading as follows: **Harmony Community Development District**. This name and the District’s address, as listed in **Section 1.6**, must be on all Certificates of Insurance.
- 9.10.2** Insurance shall be provided, at the discretion of the District Manager, for any Event scheduled to occur on District property. The District Manager’s decision will be reasonable, fair, non-arbitrary, and informed. The District Manager will review the quantity of participants and the nature of the activity and/or product sales to make a final determination.
- 9.10.3** The Event Organizer is responsible for obtaining and submitting all required insurance certificates to the District Manager no later than **five (5) calendar days** prior to the Event date. Failure to provide this information within **five (5) calendar days** prior to the Event date will result in cancellation of the Event.
- 9.10.4** The District reserves the right to adjust insurance requirements on a per-Event basis.
- 9.10.5** Any Event Organizer requesting a waiver or reduction in the required insurance must submit written notification of the request with the application/permit to the District Manager no later than **fifteen (15) calendar days** prior to the Event date. Any organization or individual having an insurance related question is encouraged to contact the District Manager at the District Office.

NOTE:

- 1. Auto Liability Insurance** will be required in the amount of the general liability requirement if automobiles are used as part of the Event.
- 2. Product Liability Insurance** will be required if there is food sales or consumption at the Event. Each food vendor must provide a Product Liability Insurance minimum of \$1,000,000.
- 3. Alcohol Liability Insurance** will be required if there is alcoholic beverage sales or consumption at the Event (Osceola County uses a minimum of \$1,000,000).
- 4. Workers Compensation** will be required if employees are hired for the Event, according to Florida State Statutes.

9.11 Special Event Approval

9.11.1 Approval/Denial Verification

The District Manager will provide written notification of the approval or denial of any special requests: e.g., insurance waiver or revisions, policy waivers, or any other special request submitted in writing by the Event Organizer.

9.11.2 Revisions or Adjustments to Application

No revisions or adjustments to a final approved application or related items may be made without prior written notification to and written approval from the District Manager or designee.

9.12 Responsibility Statement

An organization or individual planning and executing an Event within the boundaries of the District will abide by all applicable State, County, and District laws, rules, ordinances, and policies. The Organizer will also supply the District Manager with all the information, documentation, and insurance requirements necessary to assure that all parties involved with the Event will be in compliance. Failure to abide by the policies stated in this policy may affect future Special Event requests submitted by the individual or organization.

The District has taken all readily achievable measures to ensure that all District Facilities comply with the Americans with Disabilities Act (ADA).

IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, ANY PERSON IN NEED OF SPECIAL ACCOMMODATION(S) TO UTILIZE THESE RECREATIONAL FACILITIES MAY CONTACT THE DISTRICT MANAGER AT THE ADDRESS LISTED IN **SECTION 1.6**.



Trails of Harmony

ADVISORIES



Alligators are sometimes seen in water or on a sunny bank. Watch from 30' or more. DO NOT throw things at them. NEVER feed any wildlife.



WATCH your step. Trails can have exposed roots, animal holes and other natural hazards. You are responsible for your safety.



All trails are considered to be an easy level of difficulty. Still, wear sturdy shoes. Trails can be seasonally wet or muddy.

ATVs are NOT permitted on trails.



Trail Features

- ☆ Mile Marker
- Trailheads
- Trail's End
- Rest Rooms
- Camping
- Picnic Tables
- Bridge
- Gate

Harmony Trails

- Main Trail
- Side Trail
- Carts Allowed
- Paddling Trail

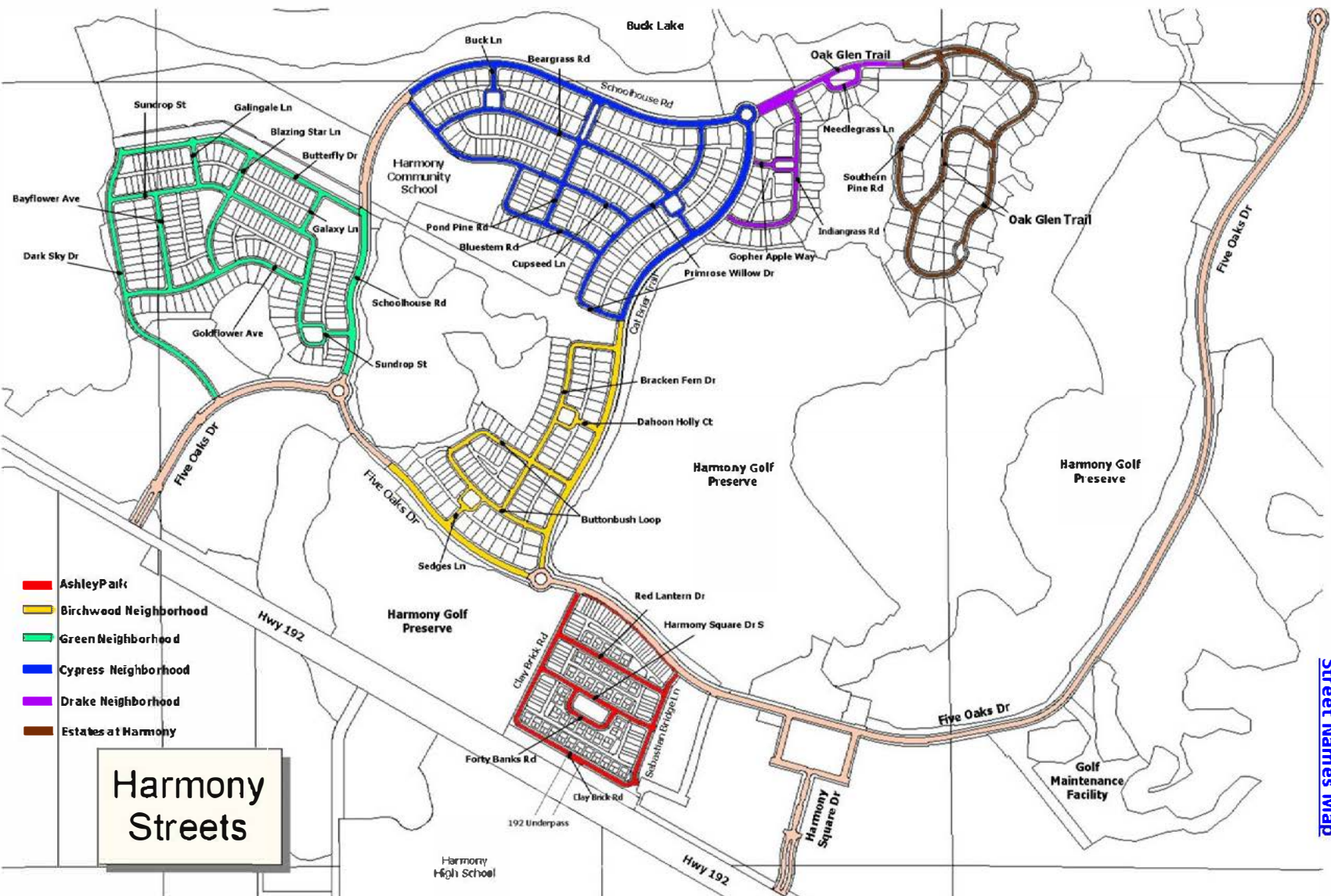
District Facility Maps & Plans

Community Site Plan

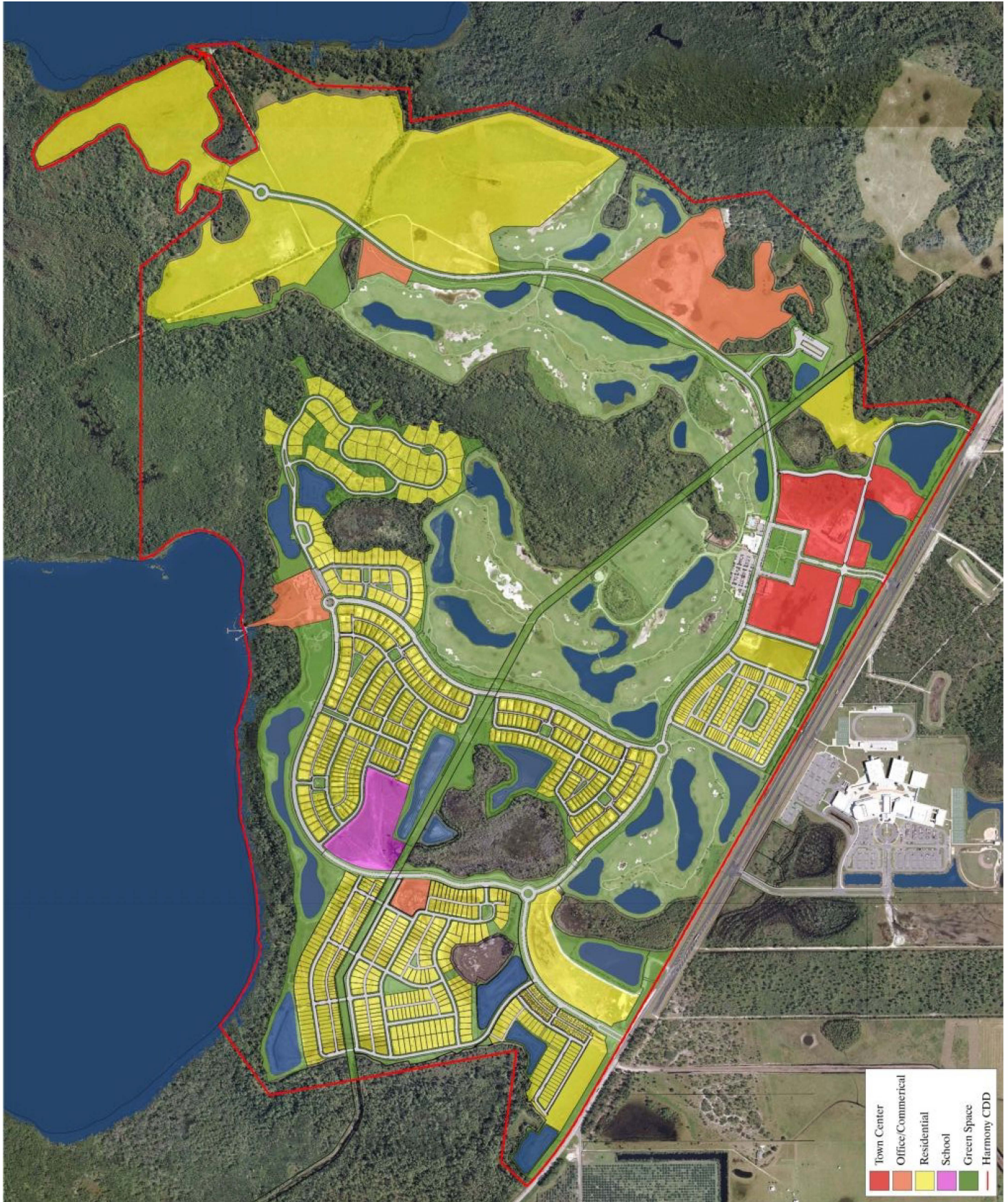


District Facility Maps & Plans

[Street Names Map](#)



District Facility Maps & Plans



[District Boundary Map](#)

HARMONY CDD

Access Card Registration Form

NAMES OF RESIDENTS: *(Please designate ages for children)*

_____	_____
_____	_____
_____	_____
_____	_____

ADDRESS: _____

☐ **Owner** ☐ **Renter, Lease Expiration Date:** _____

TELEPHONE: _____ **EMAIL:** _____

Initial access cards are free to all resident owners 12 years of age and older.

Residents who rent a home in Harmony are required to pay a fee of \$10.00 per card.

Replacement cards (for any reason) are \$10 each.

POOL GUIDELINES: NO NIGHT TIME SWIMMING!

- ▶ Swimming is only permitted during the posted hours of operation.
- ▶ Children 15 years of age and younger must be under adult supervision to use the pool.
- ▶ Residents may bring a maximum of four (4) guests per family to the pool.

BOAT DOCK GUIDELINES:

- ▶ The boat dock facilities are open to residents ages 12 and older with a valid access card.
Children ages 11 and younger must be under adult supervision at the boat dock.

RULES:

- ▶ For a complete list of recreational facility rules, please refer to Chapter 4, Harmony CDD Park and Recreation Facility Rules, available on the website: www.HarmonyCDD.org/Public-Records/Rules.

WAIVER: I understand that the Harmony Community Development District (“District”) assumes no responsibility for injuries or illness that I may sustain as a result of my physical condition or resulting from my participation in any activities, sports, use of the pool, use of the boat dock, use of the playgrounds or other activities at any of the District’s recreational facilities. I expressly acknowledge on behalf of myself and my heirs that I assume the risk for any and all injuries and illness that may result from my participation in the activities. I hereby release and discharge the Harmony Community Development District, its agents, servants and employees from any claims for injury, illness, death, loss or damage that I may suffer as a result of my participation in these activities. I understand that the Harmony Community Development District is not responsible for personal property lost or stolen while participating at the Harmony boat dock, pools and other recreational facilities.

ACCEPTANCE: I acknowledge the waiver as set forth above and agree to its terms. I have read and agree to abide by the Harmony CDD Park and Recreation Facility Rules. I also understand that I am financially responsible for any damages caused by me or my family members.

Signature of Adult Resident

Date

HARMONY COMMUNITY DEVELOPMENT DISTRICT PARKS AND RECREATION FACILITY USAGE APPLICATION

PERSONAL/INDIVIDUAL USE APPLICATION

IMPORTANT: Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. **Usage will only be confirmed if all appropriate information has been supplied.**

APPLICANT INFORMATION

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Fax: _____ E-mail: _____

EVENT INFORMATION

Type of event: _____

Requested location: _____

Event date(s): _____

Times From: _____ (a.m./p.m.) To: _____ (a.m./p.m.)

Anticipated# of attendees: _____ What age group? _____

NOTE: *If requesting use of a pool area, please be advised the access gates are not to be propped open at any time before or during the event. This is an electronic card reader access system, and propping the gates will result in a default that disables the card readers where no one will have access.*

DAMAGE DEPOSIT

For each event with 10 or more attendees, the District shall collect from the Event Organizer a **Damage Deposit** in the amount **\$250** at the time the event is scheduled with the District Manager.

At the conclusion of the event and upon inspection, the District shall either (1) return the Damage Deposit to the event organizer if there is no damage to District property, or (2) charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

VENDORS/MERCHANDISE

Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department.

How many vendor/merchandise locations will your event require? _____

Please describe vendors/type that will occur on day of event: _____

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: ☐ Yes ☐ No

CATERING

Will your event require catering? ☐ Yes ☐ No

Name of Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax: _____

Cell/Pager: _____ Email: _____

CONTACT INFORMATION

Contact information to obtain a County permit or additional waste management services, as required in the Harmony Community Development District Parks and Recreation Facilities Policy.

Osceola County Zoning and Code Enforcement:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741

Phone (407) 343-3400

Osceola County Parks and Recreation Department:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741

Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

INDEMNIFICATION AND HOLD HARMLESS

The EVENT ORGANIZER agrees that this application applies to the individual and all of his or her agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, THE EVENT ORGANIZER AGREES TO BE LIABLE for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), FL Statutes.

None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, FL Statutes.

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

- ☐ *I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.*
- ☐ *I have read, understand, and agree to abide by the policies set forth by the Harmony Community Development District in Chapter 4, Parks and Recreation Facilities Rules.*
- ☐ *If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.*

Signature: _____ Date: _____

Printed Name: _____

APPROVAL FROM HARMONY CDD

Signature: _____ Date: _____

Printed Name: _____

Title: _____

HARMONY COMMUNITY DEVELOPMENT DISTRICT PARKS AND RECREATION FACILITY USAGE APPLICATION

ORGANIZATION/COMPANY USE APPLICATION

IMPORTANT: Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. **Usage will only be confirmed if all appropriate information has been supplied.**

APPLICANT INFORMATION

Name of Entity/Organization/Company: _____

Address: _____

Type of Organization: ☐ Non-Profit ☐ Commercial ☐ Government ☐ Private
If Non-Profit, does your organization hold a current 503(c)(3) certificate? ☐ Yes ☐ No

Contact Person: _____ E-mail: _____

Work Phone: _____ Cell Phone: _____

EVENT INFORMATION

Type of event: _____

Requested location: _____

Event date(s): _____ Times From: _____ (a.m./p.m.) To: _____ (a.m./p.m.)

Anticipated# of attendees: _____ What age group? _____

NOTE: *If requesting use of a pool area, please be advised the access gates are not to be propped open at any time before or during the event. This is an electronic card reader access system, and propping the gates will result in a default that disables the card readers where no one will have access.*

DAMAGE DEPOSIT

For each event with 10 or more attendees, the District shall collect from the event organizer a **Damage Deposit** in the amount **\$250** at the time the event is scheduled with the District Manager.

At the conclusion of the event and upon inspection, the District shall either (1) return the Damage Deposit to the event organizer if there is no damage to District property or (2) charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

VENDORS/MERCHANDISE

Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department.

How many vendor/merchandise locations will your event require? _____

Please describe vendors/type that will occur on day of event: _____

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: ☐ Yes ☐ No

CATERING

Will your event require catering? ☐ Yes ☐ No

Name of Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax: _____

Cell/ Pager: _____ Email: _____

CONTACT INFORMATION

Contact information to obtain a County permit or additional waste management services, as required in the Harmony Community Development District Parks and Recreation Facilities Policy.

Osceola County Zoning and Code Enforcement:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741
Phone (407) 343-3400

Osceola County Parks and Recreation Department:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741
Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

INDEMNIFICATION AND HOLD HARMLESS

The EVENT ORGANIZER agrees that this application applies to the entity, corporation or organization and all of its agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, THE EVENT ORGANIZER AGREES TO BE LIABLE for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), FL Statutes.

None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, FL Statutes.

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

- ☐ *I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.*
- ☐ *I have read, understand, and agree to abide by the policies set forth by the Harmony Community Development District in Chapter 4, Parks and Recreation Facilities Rules.*
- ☐ *If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.*

Signature: _____ Date: _____

Printed Name: _____

APPROVAL FROM HARMONY CDD

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Harmony Community Development District

Boat Use Agreement

Name: _____

First Initial of Last Name: _____

Address: _____

Driver License #: _____

Home Phone: _____

Other Phone: _____

In consideration of the use of Buck Lake Park boats and equipment, I agree to the following terms and conditions:

1. I agree to return the boat and all equipment immediately following the completion of use in as good condition as I received it, but in no event later than the time stated above on such date.
2. The boat and all keys and equipment shall be returned to the Dockmaster, or to a location that the Dockmaster may direct, at the conclusion of my use.
3. I will only use the boat and equipment within the boundary of Buck Lake Park and agree not to remove the boat or any equipment from Buck Lake Park.
4. I represent that:
 - (A) I am familiar with the operation and use of the boat;
 - (B) I have received and I understand any requested instruction on its operation;
 - (C) I can operate and control this boat in accordance with the instructions given me; and
 - (D) I will not allow operation of the boat by any person other than myself.
5. **I FURTHER AGREE TO ACCEPT ALL RISKS ASSOCIATED WITH THE USE AND OPERATION OF THE BOAT AND EQUIPMENT, including without limitation, risks involving boat malfunction, falling overboard, changes in weather conditions, conflicts with wildlife or other unforeseeable circumstances. I UNDERSTAND THAT BUCK LAKE PARK IS NOT STAFFED WITH PERSONNEL THAT CAN PROVIDE IMMEDIATE EMERGENCY SUPPORT TO ME OR MY PARTY.**

INITIAL: _____

6. I further agree that I am responsible for all applicable federal, state, and local boating laws when operating the boat.
7. If the boat exhibits any signs of a malfunction, I agree to return it to the dock immediately to be repaired or replaced.
8. I further agree to pay for any damage sustained by the boat and any equipment loss during the time of my possession, and to pay any damages to the facilities or grounds of Buck Lake Park caused by the use of the boat. I understand that upon completion of repairs, I may incur additional charges.

9. I, on behalf of myself and my party, **RELEASE THE HARMONY COMMUNITY DEVELOPMENT DISTRICT, THE HARMONY COMMUNITY AT LARGE, THE HARMONY DEVELOPER, AND THEIR AFFILIATES FROM LIABILITY FOR, AND AGREE TO INDEMNIFY THEM AGAINST, ALL LOSSES INCURRED AS A RESULT OF:**

- (i) the failure of me or any member of my party to fulfill any condition of this agreement;
- (ii) injury or property damage (including, without limitation, injury to me or any member of my party) arising out of or in any way connected with the operation of the boat and equipment during my possession of the boat, regardless of whether I was operating the boat at the time of the incident; or
- (iii) the failure of me or any member of my party to comply with any applicable federal, state, or local laws.

INITIAL: _____

10. **HARMONY COMMUNITY DEVELOPMENT DISTRICT, THE HARMONY COMMUNITY AT LARGE, THE HARMONY DEVELOPER, AND ANY OF THEIR AFFILIATES, SHALL NOT BE LIABLE for any and all claims for loss, damage, or injury of any nature whatsoever to person or property resulting in any way from or in any fashion arising from, connected with, or resulting from occupancy and use of the reserved boat, WHETHER CAUSED BY NEGLIGENT ACTS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT, THE HARMONY COMMUNITY AT LARGE, THE HARMONY DEVELOPER, AND THEIR AFFILIATES, AGENTS, SERVANTS, EMPLOYEES, OR OTHERWISE.**

INITIAL: _____

11. I understand that my privilege to use the lake, including, without limitation, the use of the boat and equipment, can be suspended or terminated upon breach of any term or condition of this Agreement or if I or members of my party fail to adhere to posted rules pertaining to Buck Lake Park.

Signed: _____ Date: _____
Operator

Signed: _____ Date: _____
Parent/Guardian if operator under 21 years

Witness: _____ Date: _____
Parent/Guardian if operator under 21 years

Witness certifies that the Operator and/or Parent/Guardian of Operator has reviewed each provision contained in this agreement and specifically read, initialed, and agreed to the provisions in bold print above.

Link to District Boat Reservation System:
<https://www.HarmonyCDD.org/Boat-Reservation>