

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT  
FEBRUARY 25, 2015 WORKSHOP  
AGENDA PACKAGE**

## Harmony Community Development District

Steve Berube, Chairman  
Ray Walls, Vice Chairman  
David Farnsworth, Assistant Secretary  
Kerul Kassel, Assistant Secretary  
Mark LeMenager, Assistant Secretary

Gary L. Moyer, District Manager  
Timothy Qualls, District Counsel  
Steve Boyd, District Engineer

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February 16, 2015

Board of Supervisors  
Harmony Community Development District

Dear Board Members:

A Workshop of the Board of Supervisors of the Harmony Community Development District will be held **Wednesday, February 25, 2015 at 6:00 p.m.** at the Harmony Community School located at 3365 Schoolhouse Road, St. Cloud, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call**
- 2. Audience Comments**
- 3. Discussion of Chapters 1, 3 and 4 of the Rules of Procedure**
- 4. Supervisor Requests**
- 5. Other Business**
- 6. Adjournment**

I look forward to seeing you at the Workshop. In the meantime, if you have any questions, please contact me.

Sincerely,  
*Gary L. Moyer*  
Gary L. Moyer  
District Manager

**District Office:**  
610 Sycamore Street, Suite 140  
Celebration, FL 34747  
407-566-1935

[www.harmonycdd.org](http://www.harmonycdd.org)

**Meeting Location:**  
Harmony Community School  
3365 Schoolhouse Road  
St. Cloud, Florida 34773  
407-891-1616

## **Third Order of Business**

# **RULES OF PROCEDURE**

## **CHAPTER 1**

# **RULES OF PROCEDURE**

## **HARMONY COMMUNITY DEVELOPMENT DISTRICT**

## TABLE OF CONTENTS

- 1.1 General**
- 1.2 Board of Supervisors; Officers and Voting**
- 1.3 Public Information and Inspection of Records**
- 1.4 Meetings and Workshops**
- 1.5 Rulemaking Proceedings**
- 1.6 Decisions Determining Substantial Interests**
- 1.7 Procedure Under Consultants' Competitive Negotiations Act**
- 1.8 Purchase of Goods, Supplies or Materials**
- 1.9 Contracts for Construction of Authorized Project**
- 1.10 Contracts for Maintenance Services**
- 1.11 Design-Build Contract Competitive Proposal Selection Process**
- 1.12 Purchase of Insurance**
- 1.18 Bid Protests under Consultants' Competitive Negotiations Act**
- 1.14 Bid Protests Relating to Any Other Award**
- 1.15 Effective Date**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT GENERAL AND PROCEDURAL RULES**

**1.1 General.**

- (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 (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

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

## **1.2 Board of Supervisors; Officers and Voting.**

(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 and citizens of the United States.

(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).

(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, 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.

(4) Officers. At any Board meeting held after each election where the newly elected members take office, the Board may select a chair, vice chair/treasurer/assistant secretary, and secretary. Such selection may be deferred to subsequent meetings.

(a) 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.

(b) 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.

(c) The secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as secretary.

(d) The treasurer need not be a member of the Board but must be a resident of Florida. The treasurer shall perform duties described in Section 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.

(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.

(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.

(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.

(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.

(a) 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 that had the conflict.

(b) 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.

The memorandum 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.

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)

### 1.3 Public Information and Inspection of Records.

(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 offices of the District Manager or at the Offices of , during regular business hours.

(2) Copies. Copies of public records shall be made available to the requesting person at a charge of \$ .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.

Specific Authority:

190.011(5)

Law Implemented:

190.006(7), 119.07(1)(a), 119.07(1)(b)

## 1.4 Meetings and Workshops.

(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 District and shall state:

- (a) The date, time, and place of the meeting or workshop;
- (b) A brief description of the nature, subjects and purposes of the meeting or workshop;
- (c) The address where persons may obtain a copy of the agenda.
- (d) The notice shall state that 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.

(e) 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.

(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.

(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) 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 Subsections (1), (2), and (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.

(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 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.

- a. Members of the public shall have three (3) minutes to address the Board.

b. 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.

c. Members of the public shall fill out the form prescribed by the Board and (incorporated herein by reference) 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 him or her or his or her group on a proposition if he or she so chooses.

(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.

(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.

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

## **1.5 Rulemaking Proceedings.**

(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.

(2) Notice of Rule Development.

(a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of 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 paragraph (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.

(b) All rules should be drafted in accordance with Chapter 120, F.S.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes 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), and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within 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 subsection (2) appeared.

(b) The notice shall be published in a newspaper of general circulation in the District not less than 28 days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed to all persons named in the proposed rule. 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 14 days prior to such mailing, have made requests of the District for advance notice of its proceedings.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the 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) 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 (1999), 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.

(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; and
- (d) The published notice.

(7) Rulemaking Proceedings - No Hearing. When no hearing is requested and the Board chooses not to initiate a hearing on its own, or if the 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.

(8) Rulemaking Proceedings - Hearing. If the 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.

(9) Request for a Public Hearing

(a) 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.

(b) 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 District 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.

(c) 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.

(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 District. Notice of emergency rules shall be published as soon as practical in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions

(11) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.

(12) Variations and Waivers. Variations and waivers from District rules may be granted subject to the provisions and limitations contained in Section 120.542, Florida Statutes.

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

## 1.6 Decisions Determining Substantial Interests.

(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.

The person conducting the hearing may:

1. Administer oaths and affirmations;
2. Rule upon offers of proof and receive relevant evidence;
3. Regulate the course of the hearing, including any prehearing matters;
4. Enter orders;
5. Make or receive offers of settlement, stipulation, and adjustment.

(a) 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.

(b) The District shall issue a final order within forty-five (45) days:

1. After the hearing is concluded, if conducted by the Board;
2. 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
3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.

(2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 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:

(a) Adopt a resolution identifying the property to be taken;

(b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

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



## **1.7 Procedure Under Consultants' Competitive Negotiations Act.**

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following 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.

### **(1) Definitions.**

**(a)** "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 mapper, in connection with the firm's or individual's professional employment or practice.

**(b)** "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 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.

**(c)** A "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.

**(d)** "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.

**(2) Qualifying Procedures.** In order to be eligible to submit a bid proposal, a firm must, at the time of receipt of the bid:

**(a)** Hold all required applicable state professional licenses in good standing.

**(b)** Hold all required applicable federal licenses in good standing, if any.

**(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.

**(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 this Rule may be submitted with the bid, if requested by the District.

**(3) 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 District 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. 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.

**(4) Competitive Selection.**

(a) 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:

1. The ability and adequacy of the professional personnel employed by each firm.
2. Each firm's past performance for the District in other professional employment settings.
3. The willingness of each firm to meet time and budget requirements.
4. The geographic location of each firm's headquarters or office in relation to the project.
5. The recent, current and projected workloads of each firm.
6. The volume of work previously awarded to each firm.
7. Whether a firm is a certified minority business enterprise.

(b) 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.

(c) 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.

**(5) Competitive Negotiation.**

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required professional services.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are

accurate, complete, and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”

(c) Should the District 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.

(d) 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.

(e) 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.

(6) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

(7) Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority:

190.011(5)

Law Implemented:

190.011(3), 287.055, 190.033

## **1.8 Purchase of Goods, Supplies or Materials.**

(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.

(2) Definitions.

(a) “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, evaluation criteria, and provides for a manual signature of an authorized representative.

(b) “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.

(c) “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.

(d) “Lowest responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) 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, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

(e) “Goods, supplies and materials” do not include printing, insurance, advertising, or legal notices.

(f) “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.

(g) “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.

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

(a) The Board shall cause to be prepared an Invitation to Bid or Request for Proposal, as appropriate.

(b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: 190.011(5)  
Law Implemented: 190.033

## **1.9 Contracts for Construction of Authorized Project.**

(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 later shall control. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure.

(a) Notice of Invitation to Bid or Request for Proposals shall be advertised at least once in a newspaper of general circulation in the District. 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 30 days prior to the date for submittal of bids.

(b) 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.

(c) To be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of its bid or proposal:

1. Hold all required applicable state professional licenses in good standing.
2. Hold all required applicable federal licenses in good standing, if any.
3. 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.
4. Meet any special prequalification requirements set forth in the bid/proposal specifications.

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

(d) 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.

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

(f) In determining the lowest responsive and responsible bidder, the District Representative may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following:

1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
2. The past performance of each bidder or proposer for the District and in other professional employment settings.
3. The willingness of each bidder or proposer to meet time and budget requirements.
4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
5. The recent, current and projected workloads of the bidder or proposer.
6. The volume of work previously awarded to each bidder or proposer.
7. Whether the cost components of each bid or proposal are appropriately balanced.
8. Whether a bidder or proposer is a certified minority business enterprise.

(g) 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.

(h) 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.

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

## **1.10 Contracts for Maintenance Services.**

(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 Sections 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 or materials and/or contractual services, the District may, in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies or materials, and contractual services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure.

(a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. 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.

(b) 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.

(c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:

1. Hold the required applicable state professional license in good standing.
2. Hold all required applicable federal licenses in good standing, if any.
3. 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.
4. Meet any special prequalification requirements set forth in the bid proposal specifications.

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

(d) 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.

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

(f) In determining the lowest responsive and responsible bidder, the District Representative may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following:



1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
2. The past performance of each bidder or proposer for the District and in other professional employment settings.
3. The willingness of each bidder or proposer to meet time and budget requirements.
4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
5. The recent, current and projected workloads of the bidder or proposer.
6. The volume of work previously awarded to each bidder or proposer.
7. Whether the cost components of each bid or proposal are appropriately balanced.
8. Whether a bidder or proposer is a certified minority business enterprise.

(g) 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.

(h) 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.

Specific Authority: 190.011(5)  
 Law Implemented: 190.033

**1.11 Design-Build Contract Competitive Proposal Selection Process.**

(1) Scope. The District may utilize design/build contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a design/build contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055(2)(K) 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 using Rule 1.7, Procedure under Consultants' Competitive Negotiations Act.

(b) 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.

(c) 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, and design aspects of the project, weighted for the project.

(d) After a design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the County in which the District is located. The notice shall allow at least 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. In order to be eligible to submit a proposal: a firm must, at the time of receipt of the proposals:

a. Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h);

b. Hold all required applicable federal licenses in good standing, if any;

c. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 807, Florida Statutes, if the bidder is a corporation;

d. Meet any special prequalification requirements set forth in the design criteria package.

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

(e) 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.

(f) 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.

(g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

(h) 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.

(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.

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

## 1.12 Purchase of Insurance.

(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.

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

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

(b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. 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.

(c) The District may maintain a list of persons interested in receiving notices of invitations to bid. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.

(d) Bids shall be opened at the time and place noted on the Invitation to Bid.

(e) 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.

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

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies 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.

(h) 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.

Specific Authority: 190.011(5)  
Law Implemented: 112.08

### **1.13 Bid Protests Under Consultants' Competitive Negotiations Act.**

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 1.7 or 1.11 shall be in accordance with this section.

(1) 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 Rule 1.14 of the Rules of the Harmony Community Development District shall constitute a waiver of proceedings under those Rules."

(2) 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.

(3) 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.

(4) 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.

(5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 1.6.

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

#### **1.14 Bid Protests Relating to Any Other Award.**

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 1.8, 1.9, 1.10, or 1.11 shall be in accordance with this Section. 1.14.

(1) 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.

(2) 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.

(3) 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.

(4) 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 five (5) days (excluding Saturdays, Sundays and legal holidays) of receipt of a formal written protest.

(5) 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 1.6.

Specific Authority: 190.011(5)  
Law Implemented: 190.033

**1.15 Effective Date.**

These Rules shall be effective March 27, 2014 except that no election of officers required by these Rules shall be required until after the next regular election for the Board of Supervisors.

**RULES OF PROCEDURE**

**CHAPTER 1**

**AMENDMENT 1**



## RULE

### HARMONY COMMUNITY DEVELOPMENT DISTRICT Amendment 1 to Chapter I

#### CONTINUING AND FULL DISCLOSURE OF PUBLIC FINANCING

PART I. GENERAL

PART II. SPECIFIC

#### PART I: GENERAL MATTERS INCLUDING DEFINITIONS

**1-1.004 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.

*Specific Authority Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, Section 190.011(15), Florida Statutes and Section 190.009(1), Florida Statutes.*

#### **1-1.002 Definitions.**

- (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.
- (2) “Continuing full disclosure” means full disclosure no less frequently than annually or as major, relevant and material information changes.
- (3) “Developer” means a person(s), including an individual(s), partnership(s), or 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.
- (4) “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. This disclosure is to be made to those persons set forth in (5) below.

- (5) Definitions of those to whom this disclosure is to be made known:
- a. "Prospective resident(s)" and means any person of the general public who contacts by telephone, email, facsimile, U.S. mail or in person visit a developer or the District to make inquiries before there is any interest in negotiating a contract for purchase;
  - b. "Prospective initial purchaser" is a prospective resident who is ready to and is interested in negotiating for an initial purchase contract to be signed;
  - c. "Parties to a contract" means those who execute a contract for purchase; and
  - d. "Existing residents" means those residents, both landowners and non-landowners, who live within the boundaries of, and subject to, the jurisdiction of the District.
- (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-liable 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 on-going 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 as noticed board hearings before any such levy or issue is decided upon.
- (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.
- (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.
- (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.

*Specific Authority Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, Section 190.011(15), Florida Statutes and Section 190.009(1), Florida Statutes.*

**1-1.003 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.

*Specific Authority Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, Section 190.011(15), Florida Statutes and Section 190.009(1), Florida Statutes.*

**1-1.004 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.

*Specific Authority Chapter 120, Florida Statutes, Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, Section 190.011(15), Florida Statutes and Section 190.009(1), Florida Statutes.*

## **PART II: SPECIFIC RULE PROCEDURES**

**1-1.005 Determination of what Constitutes Public Financing and 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.

*Specific Authority Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, Section 190.011(15), Florida Statutes; Section 190.0485, Florida Statutes and Section 190.009(1), Florida Statutes.*

**1-1.006 Forms.** Public financing as defined and determined under the 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.

*Specific Authority Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, Section 190.011(15), Florida Statutes and Section 190.009(1), Florida Statutes.*

**1-1.007 Availability of District Public Financing Information to Existing Residents.** District public financing forms, as defined and determined under this Rule, shall be physically available as updated at the District office for inspection under Florida law and by web site if and when available, and published noticed of

availability annually at the end of each District fiscal year, in a newspaper of general circulation in Osceola County, Florida.

*Specific Authority Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, Section 190.011(15), Florida Statutes and Section 190.009(1), Florida Statutes.*

**1-1.008 Availability of District Public Financing Information to Prospective Residents of the District.** District public financing forms shall be provided by the District Manager for distribution to all prospective residents at the time requested and again at the time of execution of the contract for sale (and with a receipt signed and returned to the District Manager for filing with the contract in the records of the District).

*Specific Authority Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, Section 190.011(15), Florida Statutes and Section 190.009(1), Florida Statutes.*

**1-1.009 Availability of District Public Financing Information to Prospective Initial Purchasers.** District public financing forms and/or brochures shall be provided by the District Manager for distribution at all respective initial purchasers outlining the short term and long term benefits of the District and how those benefits are financed and disclosed to anyone who becomes an existing resident of the District.

*Specific Authority Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, Section 190.011(15), Florida Statutes and Section 190.009(1), Florida Statutes.*

**1-1.010 Availability of District Public Financing and Maintenance of Improvements Information to Parties to a Contract for Purchase at the Time of Execution of the Contract.** District public financing forms and brochures shall be provided by the District Manager for distribution to all parties who are present to sign the contract for purchase at the time of signing and of execution of the contract for sale with the specific disclosure requirements of Section 190.048, Florida Statutes, in bold face and conspicuous type in the contract for sale immediately above the signature block.

*Specific Authority Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, Section 190.011(15), Florida Statutes and Section 190.009(1), Florida Statutes; Section 190.048, Florida Statutes.*

**1-1.011 Availability of District Public Financing Information to All Existing Residents of the District.** District financing forms and related brochures shall be provided by the District Manager for distribution to all existing residents on at least an annualized basis as approved by the Board.

*Specific Authority Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, Section 190.011(15), Florida Statutes and Section 190.009(1), Florida Statutes.*

**1-1.012 Procedures for the District to Furnish Each Developer of a Residential Development within the District copies of the District Public Financing Information for Provision to each Prospective Purchaser.** The District Manager

shall provide a current and updated copy of the District public financing form to each developer as defined in this Rule with a letter of instruction to each such developer on the duty to disclose District public financing information to each prospective purchaser as defined in this Rule.

*Specific Authority Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, Section 190.011(15), Florida Statutes and Section 190.009(1), Florida Statutes.*

**1-1.013 District Public Financing Information shall be included in any Public Offering Statement of a Developer when said Developer is required by law to provide a Public Offering Statement.** The District Manager shall by letter, in such form and substances as approved especially by the Board of Supervisors of the District at least once annually, inform any developer of lands within the District who are required by law to provide a Public Offering Statement. The requirement from the District Board of Supervisors that said developer shall include in any such Public Offering Statement District public financing information and a requirement that proof thereof be provided to the District Manager for filing in the District records.

*Specific Authority Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes, Section 190.011(15), Florida Statutes and Section 190.009(1), Florida Statutes.*

**1-1.014 The Public Facilities Report** of the District shall be sent with a letter of transmittal to the Chair of the Osceola County Board of County Commissioners from the Chair of Board of Supervisors of Harmony Community Development District with copies of the report currently in effect made available to those persons listed in section 1-1.002(5) of this Rule.

**1-1.015 Provision For a Three (3) Day Waiting Period Before Completing and Executing Contract for Purchase.** The District Manager shall set up uniform procedures pursuant to this Rule to be approved by the Board of Supervisors within sixty (60) days after the effective date of this Rule by which all developers, home builders or any other person who seeks to negotiate and execute with a purchaser a contract for sale of a residential unit within the District shall, by an additional form approved by the Board and executed by the Purchaser and Seller at the time of the signing of the purchase contract, provide that the purchaser has three (3) days from the date of executing the purchase contract to rescind the contract by signing the same form.

The purpose of this rule is to afford the purchaser not only full disclosure but also the obligation to think about the disclosures for three (3) days before finalization of a sales purchase contract.

*Specific Authority 190.011(5), Florida Statutes, and Section 190.011(15), Florida Statutes.*

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**RULES OF PROCEDURE**

**CHAPTER 1**

**AMENDMENT 2**



HARMONY COMMUNITY DEVELOPMENT DISTRICT

Rule No.:  
Amendment 2 to Chapter I

Rule Title:  
Vendor Purchase Policy

The Vendor Purchase Policy of the District, adopted by resolution at the 31 August 2000 regular meeting of the Board of Supervisors is hereby incorporated by reference.

Specific Authority - *190.011(5), 190.011(15), 120.54, Fla. Stat.*

Law Implemented - *Section 190.007, Fla. Stat.*

History - New 10/23/00.

**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 was adopted properly by motion of the Board of Supervisors of the Harmony Community Development District at the Board meeting of 31 August 2000 and is herein properly reduced to writing as of the date set forth below. Further, this policy shall be adopted forthwith as a Rule of the District as indicated by the Board at the meeting of 28 September 2000 and as shall be further properly adopted as a Rule at a future meeting of the Board.

\_\_\_\_\_ Date

\_\_\_\_\_ Gary Moyer, Secretary  
Harmony Community Development District

AGREED this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

----- Vendor

**RULES OF PROCEDURE**

**CHAPTER 1**

**AMENDMENT 3**

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Rule No.:  
Amendment 3 to Chapter I

Rule Title:  
Three Day Right to Rescind Purchase  
Contract

The Three (3) Day Right to Rescind Purchase Contract previously adopted by the Board at the 25th May, 2000 regular meeting of the Board of Supervisors is hereby amended as follows:

All Developers of residential units within the District shall grant all purchasers of such units the right to rescind the unit purchase contract within three (3) days of executing same. The District Board shall approve, and the District Manager shall provide to all Developers, two (2) forms for this purpose. One form is to be given to all Parties to a Contract with a developer to inform same concerning the three (3) day right of recission and the manner in which such right is to be exercised. The second form shall be an acknowledgment of the provisions of this Rule and hold harmless to the District by the developer.

Specific Authority - 190.011(5) and 190.011(15) Fla. Stat.  
Law Implemented - Section 190.011(5) and Section 190.009 Fla. Stat.  
History - New 08/30/01.



**ACKNOWLEDGMENT & HOLD HARMLESS  
REGARDING 3 DAY RIGHT OF RECISSION**

The undersigned Developer acknowledges the Harmony Community Development District (the "District") has provided for a policy by rule by which all Parties to a residential unit purchase Contract within the District are to be given a right to rescind any such contract within three (3) days of execution and acknowledges receipt of a copy of such rule.

Developer further acknowledges receipt of a copy of a form relating to the foregoing rescission policy and agrees to provide, or to ensure that same is provided, to all Parties to residential purchase contracts executed by Developer, Developer's agents and/or employees, and those builders, subcontractors, sub-developers and the like who may be granted the right to sell properties within the District by contract with or deed from the Developer.

Developer further agrees that the right to sell properties within the District is a valuable one and that the aforementioned right of rescission is an effective marketing tool in relation to same and agrees to indemnify, release and hold the District harmless from any and all claims, disputes, or liabilities whatsoever when claimed or raised by anyone other than Developer and when the claim, dispute or liability is related in any way to an alleged failure to provide a Purchaser with the three (3) day right of rescission.

ACKNOWLEDGED & AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

DEVELOPER:

DISTRICT:

By: \_\_\_\_\_

James E. Lentz,  
President  
Three E Corporation, General Partner  
Birchwood Acres Limited  
Partnership, LLLP

By: \_\_\_\_\_

Gregory S. Butterfield,  
Chairman  
Board of Supervisors  
Harmony CDD

**RULES OF PROCEDURE**

**CHAPTER 1**

**AMENDMENT 4**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT  
RULE AMENDMENT**

**Amendment 4 to Chapter I, District Procedural Rules, on Animals, Habitat and Wildlife.**

The District shall coordinate at least annually with the Harmony Homeowners Association (HOA). This coordination shall be on exercise of restrictions, guidelines and goals concerning conduct of landowners, residents and visitors within the Harmony Community Development District jurisdiction as related to Animals, Habitat and Wildlife therein. This coordination shall be either by an annual joint meeting of the Board of Supervisors of the District and the Board of Directors of the HOA or, alternatively, by annual coordination by the District Manager, other staff and consultants with the companion Animal, Habitat & Wildlife Committee ("Animal Committee") of the HOA. The Manager shall cause to be filed, agendaed and discussed an annual report on this coordination.

There shall be adopted a written policy, which may be modified at least annually by the District Board of Supervisors, at an annual meeting, to be adopted by reference as a rule of this District to this Amendment 4. This written policy manual shall address any specific implementing details that coincide those certain general and special powers of the District with the HOA Harmony rule on residential properties restrictions, guidelines and goals concerning Animals, Habitat and Wildlife, including the activities of the HOA Animal Committee.



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## **Written Policy Adopted by Reference to Chapter I, Procedural Rule Amendment 4 as a Rule of the District on Animals, Habitat and Wildlife.**

Pursuant to Harmony Community Development District Rules of Procedure Chapter 1, Amendment 4, Rules on Animals, Habitat and Wildlife, this written policy is subject to noticed annual review and possible modification by the District Board, and is adopted by reference as a Rule of the Harmony Community Development District; it addresses the coinciding of the restrictions, guidelines and goals of the Harmony Homeowners Association on residential properties, as implemented in part by the Harmony Homeowner Association (HOA) Animal Committee, with those general and special powers in the state charter of the Harmony Community Development District that relate to Animals Habitat and Wildlife.

### **Section 1.**

#### **Preamble**

##### 1.1. Findings

1.1.1. The special and unique character of the Harmony Community is important to the Board of Supervisors of the Harmony Community Development District as it implements its single specialized state growth management purpose of providing systems, facilities, services and related infrastructure projects to the land area within it jurisdiction; and

1.1.2. The District appreciates the work of the Harmony Institute, the Birchwood Acres Limited Partnership, LLLP, the Harmony Homeowner Association (“HOA”) and the Homeowner Association Companion Animal Habitat and Wildlife Committee (“Committee”); and

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### 1.2. Ascertainments

1.2.1. The special nature of this community is reflected not only in the Homeowner Association Declaration of Covenants, Conditions and Restrictions, as related expressly to Restrictions, Guidelines and Goals concerning Companion Animals, Habitat and Wildlife, but also as provided in all growth management, planning and permitting development entitlements to the use of the land (including any applicable comprehensive planning, zoning and development order conditions);

1.2.2. The CDD does not have the regulatory enforcement power that is available either to general purpose local governments or, under applicable law, to the Homeowner Association; and

### 1.3. Determinations

1.3.1. The District in exercising any of its powers regarding any applicable projects, must act in compliance with, not be inconsistent with and remain subject to all applicable land use and development laws, rules and regulations on the Harmony Development; and

1.3.2. The general and special powers and projects granted to the District by its state created charter may be used by the District for limited, flexible and innovative implementation in order to accommodate the special nature of the Harmony community; and

1.3.3. Among these possibilities are the coinciding of HOA Animal, Habitat and Wildlife goals, values and guiding principles with the exercise by the District of certain of its special powers; and

## DRAFT

1.3.4. The special powers of the District provide for: 1) conservation areas, mitigation areas and wildlife habitat (including the maintenance of any plant or animal species) and any related interest in real or personal property under section 190.012(1)(g), Fla. Stat.; 2) unique specialized transportation facilities under subsection 190.012(1)(d), Fla. Stat.; 3) parks and facilities for such diverse but appropriate indoor and outdoor uses for recreation, culture and education under section 190.012(2)(a), Fla. Stat.; and 4) precedent setting and innovative projects to coincide with the powers of the HOA to help facilitate, maintain and enhance the special purpose and character of the Harmony Community; and

1.3.5. The District Board has the power expressly to promulgate rules and orders under chapter 120, Fla. Stat., to prescribe administrative rules and functions with respect to any of the projects of the District and to define the area to be included therein, all related to the conduct of District business; and

1.3.6. The District has contracted with appropriate management, engineering and legal consultants to implement these requirements and may retain other consultants as may be appropriate to work with its existing staff and consultants on projects as assigned by the District Board; and

1.3.7. It is in the public interest, consistent with the single narrow growth management purpose of this District, to identify and to exercise its powers and projects in order to coincide efforts with those of the HOA and the Committee to provide, as a model, a set of effective, innovative and precedent setting joint efforts to be coincided;

### 1.4. Intent.

It is the intent of the members of the Board of Supervisors of the Harmony Community Development District to authorize its manager, general counsel, engineer and other staff and consultants to use the identified special and general powers of the District in concert with the

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jurisdiction and powers in the private sector of the Harmony Homeowners Association in order to coincide their respective but different powers, duties, limitations and duties to provide for safe, healthy, environmentally sound and comprehensive Animal Restrictions, Guidelines and Goals for Animals, Habitat and Wildlife within the jurisdiction of the District.

1.5. Purpose.

The purpose at the minimum is to require annual coordination in order to provide for the innovative coinciding required by this rule. This coordination shall be by a joint meeting of the District Board of Supervisors with the Harmony Association Board of Directors. In the alternative, this coordination may be between the Harmony Association Animal Committee and its staff and consultants with the manager, general counsel, engineer and other staff and consultants to the District. This coordination then shall be summarized at least annually in a written report submitted to the Board of Supervisors of the District by the District Manager at which time there will be an express opportunity to review this written policy and make any amendments to it pursuant to District Amendment 4, Chapter I.

**Section 2.  
Implementation**

2.1. Section 1.1 through 1.5, of Section 1, the Preamble, are adopted in this written policy manual expressly by reference as dispositive and as adopted by the Board by reference.

2.2. As time goes by, the joint coordination and annual report shall address:

2.2.1. Innovative and timely coinciding of the Harmony Residential Properties Restrictions, Guidelines and Goals concerning companion Animals, Habitat and Wildlife as reflected in the Harmony HOA declarations with the following expressed special powers of the Harmony Community Development District in its charter:

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a. Planning, construction, maintaining, managing and financing innovative conservation areas, (section 190.012(1)(f), Fla. Stat).

b. Planning, construction, maintaining, managing and financing innovative mitigation areas (section 190.012(1)(f), Fla. Stat).

c. Planning, construction, maintaining, managing and financing innovative wildlife habitat areas (section 190.012(1)(f), Fla. Stat).

d. Maintenance of plant species in conservation, mitigation or wildlife areas as they relate to domestic and wildlife interests (section 190.012(1)(f), Fla. Stat).

e. Maintenance of any applicable animal species regarding domestic or wildlife that exists in conservation, mitigation or wildlife habitat areas (section 190.012(1)(f), Fla. Stat).

f. Innovative use of any interest in real or personal property that relates to conservation, mitigation and wildlife areas including the maintenance of plant or animal species (section 190.012(1)(f), Fla. Stat).

g. Planning, construction, implementation, financing and maintenance of any indoor and outdoor parks and facilities that relate to Animal, Habitat and Wildlife for recreational use (section 190.012(2)(a), Fla. Stat).

h. Planning, construction, implementation, financing and maintenance of any indoor and outdoor parks and facilities that relate to Animal, Habitat and Wildlife for culture and cultural use (section 190.012(2)(a), Fla. Stat).

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i. Planning, construction, implementation, financing and maintenance of any indoor and outdoor parks and facilities that relate to Animal, Habitat and Wildlife for education and educational use (section 190.012(2)(a), Fla. Stat).

j. Planning, construction, implementation, financing and maintenance of any indoor and outdoor parks and facilities that relate to Animal, Habitat and Wildlife for school buildings and related school or educational structures which may be leased, sold or donated to the school district for use in the educational system as it relates to Animal, Habitat and Wildlife assets (section 190.012(2)(c), Fla. Stat).

k. Planning, construction, implementation, acquiring, financing and maintenance other innovative projects by interlocal agreement or by development order condition on the District by operation of law under (section 190.012(1)(g), Fla. Stat., based on the definition of “project” in section 190.003(15), Fla. Stat.).

l. Short-term and longer-term strategic planning on the exercise of these special powers to provide, enhance and maintain the best interests of Animals, Habitat and Wildlife coincided with the HOA and the HOA Animal Committee to exercise all powers necessary, convenient, incidental or proper in connection with any of these matters under section 190.011(15) and (16), Fla. Stat.

2.2.2. The annual coordination between the Harmony Community Development District and the Board of Directors of the Harmony HOA or its Animal Rules Committee shall be by the alternative meetings set forth in section 1.5., at least annually, and report annually to the Board of Supervisors of the District, on new and innovative ways to apply the above referenced special powers specifically each to the Restrictions, Guidelines and Goals of the Animal Rules Committee and related policy recommendations.

## DRAFT

2.3. The work to be coordinated with the HOA is to draft and to suggest proposals that may include use of contracts and agreements; amendments to the Osceola County Comprehensive Plan and any applicable development orders, in concert with the landowners and developers; any other innovative ideas; all subject to the expressed approval and implementation by the District Board of Supervisors.

2.4. Annual implementation shall be pursuant to Exhibit A, attached hereto and incorporated herein as part of this policy manual and rule which also may be amended at least annually.

Attachment - Exhibit A

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**RULES OF PROCEDURE**

**CHAPTER 1**

**EXHIBIT A TO AMENDMENT 4**



## DRAFT

### Exhibit A to Rule to Amendment 4 Written Policy Manual Specific Implementation

1. **Joint Notices.** The Board of Supervisors of the Harmony Community Development District and the Board of Directors of the Harmony Homeowners Association (HOA), (or alternatively as delegated to its Animal Rules Committee), through their respective consultants, agents and representatives, will provide for joint notices, posted at conspicuous effective places, of certain specific standards governing the conduct in Animal, Habitat and Wildlife areas that now or hereafter may be set up. The notice shall alert residents, landowners, visitors and tourists that there are certain rules of etiquette and procedures which must be followed and that designated volunteers for the Harmony HOA will be participating in a Harmony Watch Program and have the authority:

- a. To advise violators (those whose conduct appears to be inconsistent with these rules, policy manual and standards of conduct) of their conduct in a firm, clear and friendly and respectful manner but not to engage in any confrontation.
- b. To report such violators to any security personnel employed by the District, to the District Manager or, as applicable, to the Osceola County Sheriff.

2. **Hours of Operation.** Hours of operation shall be one-half hour after sunrise to one-half hour before sunset daily including holidays.

3. **Registration and Tags.** The manager and members of the Harmony HOA Animal Rules Committee will work on certain designated tags to accomplish the requirements of these rules:

- a. There shall be a system of three different colored tags:
  - 1) The tag system will change on an annual basis because they will rotate every year with one color for residents or homeowners within the jurisdiction of the District; another color for those who are non-resident and non-homeowner members of the public; and other colors for tags as may be necessary.
  - 2) The Dog Park Tags are good for one year, expiring on the last day of the month of registration.
  - 3) Harmony Dog Park Tags for 2003: Residents = Orange bone shaped consecutively numbered 1000-1099. Nonresidents = Green

## DRAFT

Fire Hydrant shaped (numbered 2000-2099). The tag colors and numbers will change every year at renewal.

4) Temporary paper permits may be issued by the District. The purpose of these temporary permits is to allow someone to experience the dog park amenity on a limited basis such as for one day or a weekend. They allow Birchwood and other developer/sales staff for prospects in the same way someone might be allowed to have a complimentary round of golf. Proof of rabies would be necessary. The temporary permit needs to be on the person of the owner. The registration form for temporary permits will be the one used for nonresidents.

b. No tags or other indicia shall be issued, absent written certification on file in the District offices:

1) That under any applicable federal, state and local law, all registrations, filings and related activities have been completed including, for example, but limited to, rabies shots.

2) That all applicable fees have been paid at the rate of \$300.00 per year, per dog, per registration. These fees shall apply only to non-homeowner, non-residents members of the public.

4. **Standards of Conduct.** The manager, upon the express approval of the Board of Supervisors of the District, shall arrange for certain standards of conduct, worked out in concert with the HOA, and consistent with the limited authority of the District, to be published on or referenced by appropriate plaques, tags and signs. These conduct rules will apply to different Animals, Habitat and Wildlife as needed and as attached as sub-exhibits to Exhibit A.

## WELCOME TO THE HARMONY DOG PARK

Access to the dog park is limited to Harmony residents, guests and annual pass holders. For the safety of all people and dogs, all dog park rules must be strictly adhered to. Violators may have their access to the park restricted, or be charged with trespassing, or both.

Users of the Harmony Dog Park do so at their own risk. Please remember common sense rules about approaching or otherwise interacting with a strange dog. Neither the Town of Harmony, The Harmony Institute, or any of their affiliated Boards or employees or consultants shall be liable for any injury or damage sustained while using this park.

1. The Harmony Dog Park is an off-leash dog area for dogs, their handlers and those accompanying them. No other use is permitted. No animals other than dogs are permitted in the Dog Park.
2. All dogs must be registered with the Town of Harmony and display the appropriate tag on their collars or their handler must have a guest pass in his possession at all times when in the park.
3. Organized people-dog activities that require a dedicated portion of the park or that may inhibit regular individual enjoyment must be approved and scheduled by the Harmony Companion Animal, Habitat, and Wildlife Committee.
4. Handlers must "Scoop the Poop". Waste receptacles are available in the park for your use.
5. Dogs must be on leash when entering or exiting the off-leash dog area. Handlers must have possession of the dog leash at all times.
6. Dogs must be under the control of their handler and in view of their handler at all times. Maximum of two dogs per handler.
7. Dogs must be removed from the off-leash area at the first sign of aggression. No spiked collars.
8. No female dogs in heat are allowed inside the Dog Park or in close range to any dogs entering or exiting the Dog Park.
9. 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.
10. No dog less than four months of age is allowed outside the small dog area unless carried by its handler.
11. Children eight years old and under are not allowed in the off-leash dog areas. Handlers must be 16 years of age or older unless supervised by an adult.
12. No smoking, no glass containers, no food except training treats.
13. Hanging objects of any kind from the fences around or throughout the Harmony Dog Park is prohibited.

Dog Park Tag #

Expiration Date:

## Harmony Pet Registration Form

### CONTACT INFORMATION

**Owner's Name** \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work: \_\_\_\_\_

Cell Phone/ pager: \_\_\_\_\_

Email \_\_\_\_\_

Out of Area \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Pet's Name: \_\_\_\_\_

Birthdate \_\_\_\_\_

Species: Dog \_\_\_\_\_

Cat \_\_\_\_\_

Other (please specify) \_\_\_\_\_

Breed: \_\_\_\_\_

Color/Markings \_\_\_\_\_

Sex: Male Neutered Y/N \_\_\_\_\_

Female Spayed Y/N \_\_\_\_\_

Microchipped Y/N \_\_\_\_\_

Veterinary Clinic \_\_\_\_\_

Phone: \_\_\_\_\_

Vaccination Date: Rabies \_\_\_\_\_

DHLPP \_\_\_\_\_

Other \_\_\_\_\_

initials ( ) \_\_\_\_\_

**Special Needs/Medical information** \_\_\_\_\_

Feeding Instructions: Please write **specific** instructions including type of food (dry or wet), brand name, how much and when to feed your pet. \_\_\_\_\_

Please give any additional information that would help us care for your pet: \_\_\_\_\_

Pets are part of our families and on occasion need protection and rescue from accidents or natural disasters that their owners may not be able to anticipate or control. To make sure that companion animals living in the town of Harmony are assured the safest possible environment the "Harmony Residential Properties Restrictions, Guidelines and Goals Concerning Companion Animals, Habitat and Wildlife" require that "for purposes of emergency management, all animals shall be registered with the Companion Animal Habitat and Wildlife Committee" (the "Committee").

Registration must be provided to the Committee within seven (7) days of owned animals moving into their new home in the community. Registration information will be used only for purposes of providing appropriate care for our animal neighbors and to assist in efforts to be reunited with their people. Information will not be shared with others or used for any other purpose without prior consent of the registrant. The Harmony Institute currently manages this requirement for the Committee.

In the event of a community emergency, the owner understands and agrees that the pet identified on this form may be handled or cared for by emergency personnel or by Harmony Institute staff, volunteers, or members of the Harmony community. In no event shall any party, including but not limited to the Harmony Institute, the Harmony Residential Owners Association or any person acting on their behalf or at their direction, in such circumstances be liable for any loss, claim, damage or injury resulting therefrom including, but not limited to, disease, theft, fire, death, escape, injury, or harm to persons, or such animal or other animals or property. In the event of a community emergency, if the state of the animal's health requires professional attention, the Harmony Institute or its agent, in its sole discretion, is hereby authorized to engage the services of a veterinarian of its choosing, To administer medicine, or to give other requisite attention to the animal, and expenses thereof shall be paid by the Owner.

**Dog Park Users ONLY:** Owners are responsible for controlling their dog(s) and are responsible for any injury to other dogs or to the public. I hereby attest that I have received a copy of and agree to abide by the Harmony Dog Park Rules.

\_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

**Dog Park Tag #**

**Expiration Date**

**Harmony Dog Park Non-resident Permit Application**

**CONTACT INFORMATION**

Owner's Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_  
Cell Phone/ pager: \_\_\_\_\_ Email \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Pet's Name : \_\_\_\_\_ Birthdate \_\_\_\_\_  
Breed: \_\_\_\_\_ Color/Markings \_\_\_\_\_  
Sex: Male Neutered Y/ N Female Spayed Y/ N Microchipped Y/N  
Veterinary Clinic \_\_\_\_\_ Phone: \_\_\_\_\_  
Vaccination Date: Rabies \_\_\_\_\_ DHLPP \_\_\_\_\_ Other \_\_\_\_\_ initials \_\_\_\_\_

Pet's Name : \_\_\_\_\_ Birthdate \_\_\_\_\_  
Breed: \_\_\_\_\_ Color/Markings \_\_\_\_\_  
Sex: Male Neutered Y/ N Female Spayed Y/ N Microchipped Y/N  
Veterinary Clinic \_\_\_\_\_ Phone: \_\_\_\_\_  
Vaccination Date: Rabies \_\_\_\_\_ DHLPP \_\_\_\_\_ Other \_\_\_\_\_ initials \_\_\_\_\_

Owners are responsible for controlling their dog(s) and are responsible for any injury or damage to other dogs or to the public. In no event shall any party, including but not limited to the Harmony Institute, the Harmony Residential Owners Association or any person acting on their behalf or at their direction, be liable for any loss, claim, damage or injury resulting from use of the Harmony Dog Park or surrounding facilities.

I hereby attest that I have received a copy of and agree to abide by the Harmony Dog Park Rules.

\_\_\_\_\_(Owner)\_\_\_\_\_ (Date)

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## Exhibit A to Rule to Amendment 4 Written Policy Manual Specific Implementation

1. **Joint Notices.** The Board of Supervisors of the Harmony Community Development District and the Board of Directors of the Harmony Homeowners Association (HOA), (or alternatively as delegated to its Animal Rules Committee), through their respective consultants, agents and representatives, will provide for joint notices, posted at conspicuous effective places, of certain specific standards governing the conduct in Animal, Habitat and Wildlife areas that now or hereafter may be set up. The notice shall alert residents, landowners, visitors and tourists that there are certain rules of etiquette and procedures which must be followed and that designated volunteers for the Harmony HOA will be participating in a Harmony Watch Program and have the authority:

- a. To advise violators (those whose conduct appears to be inconsistent with these rules, policy manual and standards of conduct) of their conduct in a firm, clear and friendly and respectful manner but not to engage in any confrontation.
- b. To report such violators to any security personnel employed by the District, to the District Manager or, as applicable, to the Osceola County Sheriff.

2. **Hours of Operation.** Hours of operation shall be one-half hour after sunrise to one-half hour before sunset daily including holidays.

3. **Registration and Tags.** The manager and members of the Harmony HOA Animal Rules Committee will work on certain designated tags to accomplish the requirements of these rules:

- a. There shall be a system of three different colored tags:
  - 1) The tag system will change on an annual basis because they will rotate every year with one color for residents or homeowners within the jurisdiction of the District; another color for those who are non-resident and non-homeowner members of the public; and other colors for tags as may be necessary.
  - 2) The Dog Park Tags are good for one year, expiring on the last day of the month of registration.
  - 3) Harmony Dog Park Tags for 2003: Residents = Orange bone shaped consecutively numbered 1000-1099. Nonresidents = Green Fire Hydrant shaped (numbered 2000-2099). The tag colors and numbers will change every year at renewal.

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4) Temporary paper permits may be issued by the District. The purpose of these temporary permits is to allow someone to experience the dog park amenity on a limited basis such as for one day or a weekend. They allow Birchwood and other developer/sales staff for prospects in the same way someone might be allowed to have a complimentary round of golf. Proof of rabies would be necessary. The temporary permit needs to be on the person of the owner. The registration form for temporary permits will be the one used for nonresidents.

b. No tags or other indicia shall be issued, absent written certification on file in the District offices:

1) That under any applicable federal, state and local law, all registrations, filings and related activities have been completed including, for example, but limited to, rabies shots.

2) That all applicable fees have been paid at the rate of \$300.00 per year, per dog, per registration. These fees shall apply only to non-homeowner, non-residents members of the public.

4. **Standards of Conduct.** The manager, upon the express approval of the Board of Supervisors of the District, shall arrange for certain standards of conduct, worked out in concert with the HOA, and consistent with the limited authority of the District, to be published on or referenced by appropriate plaques, tags and signs. These conduct rules will apply to different Animals, Habitat and Wildlife as needed and as attached as sub-exhibits to Exhibit A.



**RULES OF PROCEDURE**

**CHAPTER 3**

**RULE OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT  
RELATIVE TO ITS MEMBERSHIP RATES, FEES AND CHARGES FOR  
RECREATIONAL FACILITIES**

**1.01 PURPOSE AND EFFECT.** The purpose of this Rule is to adopt certain rates, fees and charges for the District recreational facilities; providing an effective date. The effect of this Rule is to broaden responsibility for the District recreational facilities.

**1.02 NECESSITY.** To adopt uniform and comprehensive rates, fees and charges pertaining to the District recreational facilities within the District.

**1.03 SCHEDULE OF RATES, FEES CHARGES.** The rates, fees and charges to be paid for non-resident recreational use of the recreational facilities shall be an Annual Non-Resident Membership Fees of \$1000.00 for a family of four and \$250.00 for each additional person. The amount of this fee is intended to be equivalent to the assessments being paid by District residents for similar use of the District recreational facilities.

**1.04 EFFECTIVE DATE.** This Rule shall become effective upon adoption by the Board of Supervisors.

Specific Authority: 190.035, F.S., 190.011 (5) F.S., 120.54 F.S.  
Law Implemented: 190.035, F.S., 190.011 (5) F.S.  
History: New

Adopted by Board of Supervisors on: January 29, 2004

**RULES OF PROCEDURE**

**CHAPTER 4**

**Harmony Community Development District Rules  
Chapter 4**

**Harmony Community Development District  
Parks and Recreation Facilities Rules<sup>1</sup>**

**1. DEFINITIONS**

**1.1 General Use**

Any use of the District Recreational Facilities as defined below in section 1.11.

**1.2 Special Event**

Any event held on District property, which involves a group of people gathering to participate in an activity involving more than normal, everyday use of the property. Examples of Special Events can be found in this policy in Rule 7.2.<sup>2</sup>

**1.3 Organizer**

The individual, entity, organization, or company in charge of the 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.

**1.6 District Office**

The office of the District Manager located at 610 Sycamore Street, Suite 140, Celebration, FL 34747. Phone number: 407-566-1935. Email Address: [admin@harmonyccd.org](mailto:admin@harmonyccd.org).

**1.7 District Manager**

The person 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.

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<sup>1</sup> The following revised rules were adopted on March 27, 2014, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes and pursuant to Chapter 1, Rule 1.4 and 1.5 of the Rules of Procedure of the Harmony Community Development District.

<sup>2</sup> The terms “Special Event” and “Event” will be used interchangeably throughout these Rules to refer to such Special Events as defined in section 1.2.

**Harmony Community Development District Rules**  
**Chapter 4**

**1.8 District Swimming Pool Facilities**

The swimming pool areas maintained by the District and shown on attached map as updated from time to time and as set forth on the District website at [www.harmonycdd.org/public-records/rules](http://www.harmonycdd.org/public-records/rules).

**1.9 District Buck Lake Dock and Boat Facilities:**

The Dock and Boat Recreational Facilities maintained by the District on the shores of Buck Lake and set forth on the attached map.

**1.10 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 attached map.

**1.11 District Recreation Facilities**

The Parks and Recreational Facilities maintained by the District and shown on the attached map, including, but not limited to, the Facilities listed in Paragraphs 1.8, 1.9 and 1.10.

**1.12 District Resident includes:**

1.12.1 A property owner who currently resides in his or her home within the boundary of the District;

1.12.2 A property owner who has elected to declare residency outside of boundaries of the District, but who also owns a home within the boundaries of the District and does not rent out said home to others, either on a long-term or a short-term basis;

1.12.3 A renter occupying a residence inside the boundaries of the District; and

1.12.4 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 District Resident to participate in the use of the District Recreation 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.

**Harmony Community Development District Rules  
Chapter 4**

**2. USE OF DISTRICT-MAINTAINED FACILITIES**

**2.1 Violation and Reporting**

Unauthorized use of District-maintained Facilities will result in 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.

**2.2 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.

**2.3 General Policies:**

2.3.1 Swimming is prohibited in all District-maintained ponds.

2.3.2 No watercraft of any kind is allowed in any of the ponds maintained by the District.

2.3.3 Parking in any non-designated parking area is prohibited.

2.3.4 It is recommended that anyone wishing to access the ponds either walk or ride bicycles.

2.3.5 Continued violation of any District policy will result in immediate reporting to law enforcement authorities per the stipulations of Rules 2.1 and 2.2.

2.3.6 There is a 20-foot, District-maintained buffer surrounding each pond. Public access to this 20-foot buffer is permitted only during the hours of dawn to dusk. Please be respectful of adjacent resident homes.

**3. ACCESS ID CARDS**

3.1 In order to use the District Buck Lake Docks and Boat Facilities and the District Swimming Pool Facilities, each user shall first obtain a picture Access ID Card by completing the Harmony CDD Access Card Registration Form attached hereto and available on the District website at [www.harmonycdd.org/public-records/rules](http://www.harmonycdd.org/public-records/rules), and must also follow the provisions of Rules 4 and 5 below.

3.1.1 District Residents in Harmony shall be entitled to one (1) picture Access ID Card per District Resident at no charge so long as District Resident is authorized pursuant to these Rules to utilize the facilities.

3.1.2 Renters shall pay \$10 in advance for each picture Access ID Card and \$10.00 for each Access ID Card at each subsequent lease renewal period.

**Harmony Community Development District Rules**  
**Chapter 4**

- 3.1.3 Replacement picture Access ID Cards are \$10.00 each.
- 3.1.4 Renters with a month-to-month lease after an initial lease term, may receive picture Access ID Cards valid for ninety (90) days for a \$10.00 fee paid in advance.
- 3.1.5 Proof of home-ownership or renter-status in Harmony must be provided in order to receive an Access ID Card.

**Proof of Ownership** includes, but is not limited to, the following:

- 3.1.5.1 Driver License or Identification Card; plus, at least one (1) of the items below.
- 3.1.5.2 Purchase closing statement showing name of homeowner and address within the boundaries of the District; or
- 3.1.5.3 Tax Notice with name of homeowner and proof of address within the boundaries of the District; or
- 3.1.5.4 Other suitable proof of ownership.

**Proof of Renter-status** includes, but is not limited to, the following:

- 3.1.5.5 Driver License or Florida Identification Card with name of renter and proof of address within the District; in combination with:
- 3.1.5.6 Copy of renter's Lease Agreement showing the name of the renter and proof of address within the District; plus, at least one (1) of the items below.
- 3.1.5.7 Current utility bill with name of renter and proof of address within the boundaries of the District; or
- 3.1.5.8 Current phone bill with name of renter and proof of address within the boundaries of the District; or
- 3.1.5.9 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 Non-District Residents may obtain an Access ID Card for non-resident use of District Recreational Facilities upon payment of \$1,000 for a family of four (4), and \$250.00 for each additional person, pursuant to Chapter 3, Rule 1.03 of the Rules and Regulations of the Harmony Community Development District relative to its Membership Rates, Fees, and Charges for use of District Recreational Facilities.
- 3.4 Guest Access ID Cards may be issued at the discretion of the District Manager on a temporary basis for visiting relatives of District Residents. Such guest Access ID Cards shall cost \$10, refundable upon return of the guest Access ID Card.

**Harmony Community Development District Rules**  
**Chapter 4**

**3.5 Contracts for Execution Prior to Use of District Recreation Facilities**

All persons, prior to boat use, must acknowledge and agree to the Harmony Community Development District Boat Use Agreement (“Boat-Use Agreement”) which is hereby incorporated by reference and attached hereto. All provisions of the Boat-Use Agreement are incorporated herein and each person using the Buck Lake Dock and Boat Facilities is subject to such provisions and the District Rules.

**4. USE OF DISTRICT 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. The pool user must use his or her best efforts to deter vandalism and protect the premises, equipment and improvements owned by the District. The pool user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible and, if pool user is aware of such unusual incident or hazardous condition, pool user agrees to refrain from use of the District Swimming Pool Facility. The 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.
- 4.3 The District Swimming Pool Facilities are open to District Residents who have registered with the District by signing the contract referenced in Rule 3.5 above and their accompanying guests.
- 4.4 Children age fifteen (15) and under must be under adult supervision to use the District Swimming Pool Facilities.
- 4.5 All residents must use their assigned Access ID Card 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 Access privileges may be suspended, and all family Access ID Cards deactivated, for not following the Rules and/or other reasons (vandalism, willful and malicious disregard for the Rules, etc.). At the discretion of the District Manager, Access ID Cards of the offending parties may be deactivated for a minimum of one hundred eighty (180) days, and all others in the family may be deactivated for a minimum of ninety (90) days.
- 4.7 Any person utilizing a District Swimming Pool Facility when that Facility is closed is subject to deactivation of his or her Access ID Card (per Rule 4.6), and/or a charge of Trespass (per Rule 2.1).
- 4.8 No alcoholic beverages are permitted in or around the District Swimming Pool Facilities.
- 4.9 Smoking is not permitted at any time.
- 4.10 No glass bottles are permitted within the District Swimming Pool Facilities.



**Harmony Community Development District Rules**  
**Chapter 4**

- 4.11 No animals are allowed in the District Swimming Pool Facilities unless such 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 age twelve (12) and older with a valid Access ID Card. Children age eleven (11) and under 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 maintained by the District.

**5.3 Incident Reporting**

The 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. The boat user agrees further to report any emergencies to the appropriate emergency personnel by calling 9-1-1.

**5.4 Final Authority**

District Dock Masters are the final authority on daily boat operations. Users must adhere to a Dock Master's judgment regarding lake access or whether or not 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 the boat, such 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 Security/Damage Deposit**

5.6.1 All parties, prior to boat use, must pay a security/damage deposit of \$250.00 to the District or must provide the District Office with a copy of the party's picture I.D. and a valid credit card in the user's name as set forth in Rule 5.6.5 below.

5.6.2 All parties who do not provide credit card information as set forth in Rule 5.6.5 below, must pay a cash security/damage deposit of \$250.00 to be held by the District prior to boat use. The District shall collect from the potential boat user a security/damage deposit of \$250 at least five (5) days prior to the boat being utilized.

5.6.3 At the conclusion of the boat use, and upon inspection, the District shall either:

**Harmony Community Development District Rules**  
**Chapter 4**

- 1) return the security/damage deposit to the boat user if there is no damage to District property, or
- 2) charge the boat user for any damage to the District property and apply the security/damage deposit to the charge.

5.6.4 If the damage to the District property is less than the security/damage deposit, the excess amount from the deposit shall be returned to the boat user. If the damage to the District property exceeds the security/damage deposit, the boat user shall be invoiced for the excess property damages. All damage charges must be paid to the District no later than fifteen (15) days after invoice date.

5.6.5 Prior to boat use, all parties who do not provide a cash security/damage deposit as set forth in Rule 5.6.1, must provide the District Office with a copy of a picture I.D. and a valid credit card, in the user's name and with available credit, in lieu of a cash security/damage deposit, to assure recovery in the event of default, loss, damage, or other occurrence. In the event that the boat is damaged by the party using the boat, then the District reserves the right to utilize the credit card in order to cover the amount of the damage incurred.

**5.7 Boat Usage Orientation**

All persons, prior to boat use, must undergo an orientation session with a Dock Master concerning the operation and use of all equipment.

**5.8 Inspection Prior to Boat Use**

5.8.1 A Dock Master and potential boat users must inspect each boat prior to departure 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 inspection sheet is available on the District's website at [www.harmonycdd.org/public-records/rules](http://www.harmonycdd.org/public-records/rules).

5.8.2 Upon inspection, if any boat user finds evidence of damage to any of the District boats, they must report the damage to a Dock Master, who must report the information to the District Manager.

5.8.3 If any boat user discovers damage to the boats, the user must refrain from using the boat until further notification from the District Manager.

**5.9 Inspection Upon Return of Boat**

A Dock Master will complete an inspection of the boat immediately following, or as close to the end of the boat use as is reasonable. Upon inspection, the Dock Master will assess the damage, if any, to the boat and will invoice the boat user for the cost of the damage and will report his or her findings to the District Board.

**Harmony Community Development District Rules  
Chapter 4**

**5.10 State and Federal Laws**

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

**5.11 Pets Prohibited**

Due to safety considerations, dogs and other companion animals are not allowed at Buck Lake Park or on any watercraft. Disabled individuals may bring one service dog to the Park for assistance, provided the dog is wearing a vest or has other proper marking that clearly identifies the dog as a service dog, the dog is kept under control on a leash at ALL times, and 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 Rule 7 for Event-scheduling policies). Use of the District Soccer and Volleyball Facilities is subject to Special Event fees and charges as set forth in Rules 8.6 and 8.7 below.

6.1.2 Use of the SVB Facilities is permitted only during hours of operation.

6.1.3 Any person using any SVB Facility outside hours of operation may be suspended indefinitely from using all of the SVB Facilities, per provisions of Rule 4.6.

6.1.4 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 reasons (vandalism, willful and malicious disregard for the rules, etc.), per provisions of Rule 4.6.

6.1.5 No alcohol, tobacco, or glass containers are permitted on the premises of the Park Facilities shown in the attached map.

6.1.6 Golf or other activities that may cause damage to the SVB Facilities are prohibited.

6.1.7 All users must follow instructions given by District staff members. Violators are subject to ejection and suspension from the SVB Facilities, per provisions of Rule 4.6.

6.1.8 Users must follow the procedure set forth in Rule 7.1 below to reserve an SVB Facility for an Event, as that term is defined therein. Users wishing to reserve any

**Harmony Community Development District Rules**  
**Chapter 4**

of the SVB Facilities for an Event must pay the security deposit as set forth in Rule 8.7 below.

6.1.9 Scaling, jumping, or climbing upon any SVB Facility equipment or structure is prohibited.

**6.2 Waiver of Liability, Indemnification**

Users of the SVB Facilities expressly undertake (as set forth in Rule 8.8 below) to indemnify, and hold harmless, the District from any and all liability and/or injury, loss, or damages arising out of 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 the prior written consent of the District.

The District or its designee may inspect the subject premises as set forth in Rule 8.2 below.

**6.4 Participants and Attendees**

A user organizing an Event 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 Event Organizer is responsible for any and all damages to buildings, grounds, fields, and equipment caused by participants and attendees. If the Organizer'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 Organizer'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. SPECIAL EVENT APPLICATION PROCESS**

**7.1 Recreation Facility Reservations**

Use of District Facilities is scheduled on a "**first come, first serve basis.**" The Event Organizer must submit a Harmony Community Development District Parks and Recreation Facility Usage Application to the District Manager no later than **fifteen (15) calendar days** prior to the Event. A copy of this Application is attached hereto and

**Harmony Community Development District Rules**  
**Chapter 4**

available on the District website. If there is a conflict of dates, the Organizer will be notified by the District Manager after receiving and reviewing the Application.

**7.2 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.

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.

**Special Events:**

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

**7.3 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:

7.3.1 Time of the performance or function and the duration of the Special Event.

7.3.2 Any disruption of the normal use of District Recreation Facilities.

7.3.3 Whether the Special Event is consistent with the family atmosphere desired to be maintained in the Harmony Community.

7.3.4 Whether the Special Event is consistent with Harmony's Restrictions, Guidelines, and Goals Concerning Companion Animals, Habitat, and Wildlife.

**7.4 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:

7.4.1 **Payment of Fees**

Event Organizer must pay all 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 fees must be paid to the District Manager no later than fifteen (15) calendar days after invoice date.**

7.4.2 **Fee Schedule**

The Event Organizer may be required to pay a user fee pursuant to a fee schedule adopted by the Board and kept at the District Manager's office.

7.4.3 **Event Map/ Layout**

Layout of the Event site, including parking and traffic flow. Location of any tents, stands, or other temporary structures must be included.

7.4.4 **Event Agenda**

Show times, other function times, etc.

7.4.5 **Vendor/Supplier List**

Names, addresses, phone numbers of all food and merchandise vendors, rental companies, subcontractors, and any other groups operating at the event.

7.4.6 **Logistical Schedule of Event**

Deliveries, setup and cleanup.

7.4.7 **Tent Permits/Fire Retardant Certificates**

A tent permit can be obtained through the County Zoning and Code Enforcement Department. All tents larger than 10' x 10' must have a permit. To receive a permit, a map approved by the District must be submitted showing the location of all tents. Proof of a fire retardant certificate for each tent is required. **Contact Information:** Contact the County Zoning and Code Enforcement Office at the address provided on current application form.

7.4.8 **County Alcohol Permit**

Approval of a County Alcohol Permit Application must be secured. **Contact Information:** Contact the County Parks and Recreation Department at the address provided on the current application form.

7.4.9 **Other Approvals**

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

**8. USE OF DISTRICT RECREATION FACILITIES FOR SPECIAL EVENTS**

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.

**8.1 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.

**8.2 Inspection of Subject Premises Following Event**

The District Manager or its 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 its designee will assess any damage to the subject premises and will invoice the Event Organizer for the cost of the damage.

**8.3 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 must be erected and dismantled at the Organizer's expense. This Rule does not automatically authorize the specific placement of any such signs and/or banners, and their placement shall be subject to any existing District Resolution or Rule or County Ordinance which regulates the placement of signs.

Upon completion of an Event, all signs and/or banners must be removed by 5:00 p.m. the following calendar day.

**8.4 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.

**8.5 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.

**8.6 Special Event Fees & Charges**

8.6.1 Pursuant to the authority in S. 190.011 (10), Florida Statutes, and as may be provided by District resolution, the District may collect Special Event fees or charges necessary to conduct the District activities and services.

8.6.2 **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. Such organization or individual should contact Osceola County's current waste removal contractor as found on the current applications.

8.7 **Damage Deposit**

For each Event with ten (10) or more attendees, the District shall collect from the Event Organizer a security/damage deposit of \$250 at the time the Event Organizer schedules the Event 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 security/damage deposit to the charge.

If the damage to the District property is less than the security/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 **fifteen (15) days** after invoice date.

8.8. **Indemnification and Hold Harmless**

**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.**

**The EVENT ORGANIZER AGREES TO INDEMNIFY<sup>3</sup>, DEFEND, AND HOLD THE DISTRICT HARMLESS<sup>4</sup> 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.**

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<sup>3</sup> As used in this policy, the phrase "indemnify" shall mean "to restore the victim of a loss, in whole or in part, by payment, repair, or replacement." Blacks Law Dictionary 769 (6th ed. 1990).

<sup>4</sup> As used in this policy, the phrase "hold harmless" shall mean that the Organizer "assumes the liability inherent in a situation, thereby relieving the [District] of responsibility." Id. at 731.



**The state, agency, or subdivision of the state shall not be subject to this indemnification clause in accordance with S. 768.28(19), Florida Statutes.**

**None of the indemnification or insurance requirements referenced in this Policy or in the Applications constitute a waiver of sovereign immunity pursuant to S. 768.28, Florida Statutes.**

## 8.9 Insurance Requirements

- 8.9.1 In order to hold a Special Event, the requesting organization or individual must, **upon request of the District Manager**, furnish the District Manager with liability insurance, identifying the District as “**Additionally Insured**” for the date of the Special Event. **Additional insured to read:** Harmony Community Development District. This name and address must be on all Certificates of Insurance.
- 8.9.2 Insurance shall be provided, at the discretion of the District Manager, for the Events 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.
- 8.9.3 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.
- 8.9.4 The District reserves the right to adjust insurance requirements on a per-Event basis.
- 8.9.5 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. If the organization or individual has any insurance-related questions, each is encouraged to contact the District Manager at the District Office.

### **PLEASE 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. **Workers Compensation** will be required if employees are hired for the Event, according to Florida State Statutes.
4. **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).

## 8.10 Special Event Approval

### 8.10.1 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.

### 8.10.2 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.

## 8.11 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, PERSONS IN NEED OF ANY SPECIAL ACCOMMODATION(S) TO UTILIZE THESE RECREATIONAL FACILITIES SHALL CONTACT THE DISTRICT MANAGER AT THE ADDRESS LISTED IN RULE 1.6 ABOVE.