

# **WORKSHOP**

## **Harmony Community Development District**

**Severn Trent Services, Management Services Division**

210 North University Drive, Suite 702 • Coral Springs, Florida 33071

Telephone: (954) 753-5841 • Fax: (954) 345-1292

March 17, 2011

Board of Supervisors  
Harmony Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harmony Community Development District will be held on **Thursday, March 24, 2011** at **9:00 A.M.** at 7251 Five Oaks Drive, Harmony, Florida.

A **rule development workshop** meeting of the Board of Supervisors of the Harmony Community Development will be held immediately following the regular meeting. Following is the advance agenda for the workshop meeting:

- 1. Roll Call**
- 2. Discussion of an Amendment to Chapter 1, Rule 1.5 of the Harmony CDD Rules of Procedure Relating to Access to Parks and Recreation Facilities**
- 3. Audience Comments**
- 4. Adjournment**

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

Sincerely,



Gary Moyer  
District Manager

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**Harmony Community Development District  
Parks and Recreation Facilities Rules**

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**1. Definitions**

**1.1 General Use**

Any use of the facilities on District property for recreation.

**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 provision 5.2.

**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 Office**

The office of the District Manager located at 610 Sycamore Street, Suite 130, Celebration, FL 34747. Phone number: 407-566-1935.

**1.6 District Manager**

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

**2. Buck Lake Facility Use**

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**2.1 Use of Facility**

a. The Buck Lake facility boats and docks may be utilized by Harmony residents who have registered with the District and who have obtained a valid ID access card. Individuals desiring to utilize the Buck Lake Facility docks must also sign the contract referenced in rule 2.2 below and who have obtained a valid ID access card.

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1. A Harmony Resident includes:

- i. a property owner that currently resides in their home at Harmony;
- ii. a property owner that has elected to declare residency outside of Harmony, but who also owns a home in Harmony;
- iii. a property owner that has elected not to occupy the home, but rent the home;
- iv. a renter in Harmony.

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2. Non Residents may utilize the Buck Lake facilities pursuant to Rule 2.1 a.3 below.

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3. Non-Residents may obtain an annual membership for non-resident recreational use of the recreational facilities, including the Buck Lake facilities, upon payment of \$1,000 for a family of four and \$250.00 for each additional person pursuant to rule 1.03 of the Rule of the Harmony Community Development District Relative to its Membership Rates, Fees and Charges for Recreational Facilities.

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b. The docks at the Buck lake facility may be utilized by all valid ID card holders and their guests.

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c. The docks are open to children age 12 and older with a valid ID access card. Children age 11 and under, must be supervised by an adult.

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

e. The boat user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible and to refrain from use until further notification by the District. The boat user agrees further to report any emergencies to the appropriate emergency personnel by calling 911.

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f. The Dock Master is the final authority on daily boat operations. Users must adhere to his or her judgment regarding lake access or whether the boat is adequately prepared for use.

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g. In the event the Dock Master has doubts as to a potential user's capacity to operate the boat, the 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.

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**2.2 Contract**

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All persons, prior to boat use, must acknowledge and sign the "Harmony Community Development District Boat Use Agreement." All provisions of the Boat Use Agreement are incorporated herein and each person using a boat is subject to such provisions.

**2.3 Security Deposit or Provision of Credit Card Information**

a. All parties, prior to boat use must pay a security/damage deposit of \$250.00 to the District Office as set forth in 2.3 b. below, 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 section 2.3 c. below.

b. All parties who do not provide credit card information as set forth in Section 2.3 c. below, must pay a 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 damage deposit of \$250 at least 5 days prior to the boat being utilized.

At the conclusion of the boat use and upon inspection, the District shall either 1) return the 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 Damage Deposit to the charge.

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

c. Prior to boat use, all parties who do not provide a security/damage deposit as set forth in Section 2.3 b., must provide the District Office with a copy of a picture I.D. and a valid credit card in the user's name with available credit in lieu of a security/damage deposit to secure payment 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.

**2.4 Orientation**

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

**2.5 Inspection Prior to Boat Use**

a. The 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.

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b. Upon inspection, if the user finds evidence of damage to any of the District boats they must report the damage to the Dock Master who must report the information to the District Board.

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

**2.6 Inspection upon Return of Boat**

The 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 Board.

**2.7 State and Federal Laws**

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

**2.8 Dogs and Other Pets Prohibited Around District Waterways**

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 if the dog is wearing a vest or has other proper marking that clearly identifies dog as a service dog, if dog is kept under control on a leash at ALL times and if dog is kept out of the water and away from the canoe launching beach and other immediate shoreline areas.

**3. Swimming Pool Use**

**3.1 Use of Facility**

a. The pool and pool facility 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 to refrain from use of the facility. The pool user agrees to report any emergencies to the appropriate emergency personnel by calling 9-1-1.

b. Swimming is permitted only during pool hours of operation.

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c. The Swim Facilities are open to Harmony Residents who have registered with the District by signing the contract referenced in rule 3.2 below and their accompanying guests.

1. A Harmony Resident includes:

- i. a property owner that currently resides in their home at Harmony;
- ii. a property owner that has elected to declare residency outside of Harmony, but who also owns a home in Harmony;
- iii. a property owner that has elected not to occupy the home, but rent the home;
- iv. a renter in Harmony.

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2. Non Residents may utilize the pool facilities subject to rule 3.1.d. below.

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d. Non-Residents may obtain an annual membership for non-resident recreational use of the recreational facilities, including the Swimming facilities, upon payment of \$1,000 for a family of four and \$250.00 for each additional person pursuant to rule 1.03 of the Rule of the Harmony Community Development District Relative to its Membership Rates, Fees and Charges for Recreational Facilities.

e. In order to use the pool facilities, each user shall obtain a picture ID access card.

i. Each household in Harmony shall be entitled to picture ID access cards at no charge for each household member [redacted] years old and older until 60 days from the effective date of this rule. Rule 3.1.e.i. shall automatically sunset after the 60 day period has passed.

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Comment [MSOffice1]: Need to pick an age limit for use of the pool.

ii. Each Harmony homeowner and Harmony renter shall be entitled to 4 picture ID access cards per household member 12 years old and older at no charge to the Harmony homeowner and/or renter. Additional ID access cards shall cost \$10.00 each.

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iii. Replacement picture ID access cards shall cost \$10.00 each.

iv. Proof of home-ownership or renter-status in Harmony must be provided in order to receive up to 4 free picture ID access card or to receive the \$10.00 replacement card for each family member [redacted] years and older.

Comment [MSOffice2]: Need to pick an age limit for use of the pool.

1. Acceptable proof of ownership or renter-residency includes, but is not limited to, the following:

a. Driver License or Florida Identification card with Harmony address and name of homeowner or renter;

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- b. Recent closing statement showing name of homeowner and Harmony address;
- c. Tax Notice with name of homeowner or renter with Harmony address;
- d. Voter registration card with proof of ownership or renter status and Harmony address;
- e. School ID with Harmony Address;
- f. Utility Bill with owner's/renter's name and Harmony address.
- g. Copy of lease agreement showing name of renter and Harmony address.

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2. The District Manager shall have the discretion to determine whether proof of ownership or renter-status has been met by a potential pool-user.

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- d. Children 11 and under must be under adult supervision to use the swimming pool.
- e. Resident may only bring a maximum of 8 guests to the pool.
- f. Access privileges may be suspended and all household ID Access Cards deactivated for not following the rules and/or other reasons (vandalism, willful and malicious disregard for the rules, etc.)
- g. Any person swimming when the facility is closed is subject to the deactivation of his or her ID access card.
- h. No alcoholic beverages are permitted in or around the pool areas.
- i. Smoking is not permitted at any time.
- j. No glass bottles are permitted within the pool areas.
- k. No animals are allowed in the pool or pool deck area unless service animals as permitted by law.

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**3.2 Contract**

All persons, prior to pool use, must acknowledge and sign the "Harmony Community Development District Pool Use Agreement." All provisions of the Pool Use Agreement are incorporated herein and each person using the pool is subject to such provisions and the District rules and policies.

**3.3 Rates, Fee, Rentals or other charges**



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All persons, prior to pool use, must obtain an access card from the District Office for the use of the facilities. Non-residents must pay all fees and other applicable charges in order to utilize the swimming pools.

**4. Use of Soccer, Volleyball and Basketball Facilities**

**4.1 Use of Facility - General**

- a. The soccer, basketball and volleyball facilities ("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 5.1 for event scheduling policies). Use of the District soccer and volleyball facilities is subject to special event fees and charges as set forth in section 7.1 below.
- b. Use of facilities is only permitted during hours of operation.
- c. Any person using these facilities outside hours of operation may be suspended indefinitely from using the facility.
- d. 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.).
- e. No alcohol, tobacco, or glass containers are permitted on the premises of the park facilities.
- f. Golf or other activities that may cause damage to the facilities are prohibited.
- g. All users must follow the instructions given by the District staff members. Violators are subject to ejection and suspension from the facilities.
- h. Users must follow the procedure set forth in rule 5.1 below to reserve the facility for an event as that term is defined therein. Users wishing to reserve the facilities for an event must pay the security deposit as set forth in rule 7.3 below.
- i. Scaling, jumping or climbing upon any facility equipment or structures is not permitted.
- j. Use of the facilities is for District residents unless such use by the general public qualifies as an event and the applicable event fees and charges are paid as set forth in rule 7.1 below.

**4.2 Use of Facilities by Children.**

Children must be under adult supervision to use the facilities.

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**4.3 Waiver of Liability, Indemnification**

Users of the facilities expressly undertake to indemnify and save harmless the District from all liability and/or injury, loss, or damages arising out of use of the facilities, whether it be caused by the negligence of the District, the District's agents or employees, or otherwise.

**4.4 Damages, Repairs, and Inspection**

Users of the facilities agree to be responsible for all damages to buildings, grounds, fields and equipment incident to their use of the facilities. Users shall make no temporary or permanent modifications to the facilities without the prior written consent of the District.

The District or its designee may inspect the subject premises as set forth in rule 6.3 below.

**4.5 Participants and Attendees**

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

**4.6 Abandoned Property**

Any property left on the facilities shall, after a period of ten 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.

**5. Special Event Application Process**

**5.1 Facility Reservations**

Use of District facilities is scheduled on a "first come, first serve basis." The event organizer must submit an application (Attachments A and B) to the District, no later than 15 calendar days prior to the event. If there is a conflict of dates, the organizer will be notified by the District after receiving and reviewing the application.

**5.2 Event Approval or Denial**

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After review of the application, the District or its District Manager may approve or deny the application. The District will inform the event organizer within **5 calendar days** after receipt of the application as to the approval or denial of the event.

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

***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

**5.3 Review of Application**

In addition to the event logistics, the District's review of the application will take into consideration and assess in the best interests of the District:

- a) Time of the performance or function and the duration of the event.
- b) Any disruption of the normal use of parks or recreation facilities
- c) Whether the event is consistent with the family atmosphere desired to be maintained in the Harmony Community.
- d) Whether the event is consistent with Harmony's Restrictions, Guidelines and Goals Concerning Companion Animals, Habitat and Wildlife

**5.4 Event Logistics**

The event organizer must provide the District with detailed event information and copies of required documents no later than **5 calendar days prior to the event**. The information and documents may include but are not limited to the following:

- a) *Payment of Fees*

This instrument was prepared by:  
Kenza van Assenderp, Esquire  
Young, van Assenderp, P.A.  
225 South Adams Street, Suite 200  
Tallahassee, Florida 32301  
(850) 222 - 7206

Event organizer must pay all fees to the District no later than **5 calendar days prior** to the event date. **Individuals, organizations or companies assessed fees during or after the event will be invoiced by the District on an individual event basis. Except for and subject to the provisions of Section 4 of this rule policy, all fees must be paid to the District no later than thirty (30) calendar days after invoice date.**

b) *Event Map/ Layout*

Layout of event site, including parking and traffic flow. Location of any tents must be included. This District requires any tents to meet County code and the organizer must present evidence of a County permit.

c) *Event Agenda*

Show times, other function times, etc.

d) *Vendor/ Supplier List*

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

e) *Logistical Schedule of Event*

Deliveries, set-up, clean-up.

f) *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 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.

g) *County Alcohol Permit*

Approved County manager Alcohol Permit Application – **Contact information:** Contact the County Parks and Recreation Department at the address provided on the current application form.

h) *Other Approvals*

Street closure approval and any other applicable government issued permits and approvals are the responsibility of the event organizer.

## 6.1 Use of Facility

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a. 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 owned by the District. The organizer agrees to report any emergency, unusual incidents or hazardous conditions to the District as soon as possible.

b. District Park facilities may only be used from dawn until dusk.

## **6.2 Maintenance**

The District will perform ordinary maintenance for the subject premises; however, the organizer will be responsible for preparing the premises for each event and returning the premises to the condition found prior to the event.

## **6.3 Inspection of Subject Premises following event**

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

## **6.4 Signs**

The organizer is permitted to place signs and/or banners at the Facility no more than 2 calendar days prior to the event. All such signs must be erected and dismantled at the organizer's expense. This Section 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.

## **6.5 Event times**

All events are to occur during normal operating hours of the facility in which the event is being held.

## **6.6 Assumption of Risk**

The event organizer assumes the sole and exclusive risk of weather conditions prohibiting performance of all or any part of the special events. The District makes no representa-

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tions that the premises will be available on any dates, which the organizer may wish to re-schedule an event, other than the dates previously reserved.

## **7. Special Event Fees & Charges**

### **7.1 Special Event Fees & Charges**

Pursuant to the authority in s. 190.011 (10), Florida Statutes, and as provided by **District Resolution**, as amended from time to time, the District may collect special event fees or charges necessary to conduct the district activities and services.

### **7.2 Damage/ Clean Up Statement**

**(Charged on an individual event basis).** Any organization or individual that holds a special event on District property will be responsible for any area, park or facility that is utilized during the event. The organizer must provide for clean up 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. Contact Osceola County's current waste removal contractor as found on the current applications.

### **7.3 Damage Deposit**

For each event with 10 or more attendees, the District shall collect from the event organizer a **damage deposit** of \$250 at least **5 days** prior to the event.

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

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

## **8. Insurance Requirements**

### **8.1 INDEMNIFICATION and HOLD HARMLESS**

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The EVENT ORGANIZER shall sign the 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>1</sup>, DEFEND, AND HOLD THE DISTRICT HARMLESS<sup>2</sup> for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorneys 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.

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.

## 8.2 Insurance Requirements

In order to hold a special event the requesting organization or individual must, **upon request of the District**, furnish the District with liability insurance, identifying the District as "**Additionally Insured**" for the date of the event. **Additional insured to read:** Harmony Community Development District. This name and address must be on all Certificates of Insurance.

Insurance shall be provided, at the discretion of the District or the District Manager, for the events scheduled to occur on District property. The District's decision will be reasonable, fair, non-arbitrary and informed. The District will review the quantity of participants and the nature of the activity and/ or product sales to make a final determination.

### **PLEASE NOTE:**

<sup>1</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>2</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.

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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 event (Osceola County uses a minimum of \$1,000,000).

### 8.3 **Special Event Insurance Requirements**

The event organizer is responsible for obtaining and submitting all required insurance certificates to the District 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.

The District reserves the right to adjust insurance requirements on a per event basis.

Any event requesting a waiver or reduction in the required insurance must submit written notification of the request with the application/permit to the District 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.

## 9. **Special Event Approval**

### 9.1 **Approval/Denial Verification**

The District will provide written notification of the approval or denial of any special requests: insurance waiver or revisions, policy waiver, and any other special request submitted in writing by the event organizer.

### 9.2 **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 or designee.

## 10. **Responsibility Statement**

An organization or individual planning and executing an event on District property will abide by all the policies set forth in this policy and all County and District policies, ordinances and rules. The organizer will also supply the District with all the information,



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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.

**11. Enforcement and Penalties**

Pursuant to Chapter 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 this policy, including injunctive relief to enjoin or restrain any persons violating the provisions of this policy or any bylaws, resolutions, regulations, rules, codes, or orders adopted under this policy.

Revised: 3.14.11