



Rizzetta & Company

Highland Meadows II Community Development District

**Board of Supervisors'
Regular Meeting
June 15, 2023**

**District Office:
8529 South Park Circle, Suite 330
Orlando, Florida 32819
407.472.2471**

www.highlandmeadows2cdd.com

HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

Ramada By Wyndham Davenport 43824 Hwy 27, Davenport, FL 33837

Board of Supervisors	Miguel Santana-Vazquez Deborah Galbraith Kristen Anderson Christopher Lopez Genelle Moore Tucker	Chair Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Scott Brizendine	Rizzetta & Company, Inc.
District Counsel	Tina Garcia	Greenspoon Marder
District Engineer	TBD	TBD

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

HIGHLAND MEADOWS COMMUNITY DEVELOPMENT DISTRICT II

District Office · Orlando, Florida · (407) 472-2471

Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.highlandmeadows2cdd.org

June 8 ,2023

Board of Supervisors
**Highland Meadows Community
Development District II**

AGENDA

Dear Board Members:

The budget workshop and special meeting of the Board of Supervisors of the Highland Meadows Community Development District II will be held on **Thursday June 15, 2023, at 2:30 p.m.** at the Ramada by Wyndham 43824 US Hwy 27, Davenport, FL 33837. The following is the agenda for the meeting:

BUDGET WORKSHOP

1. REVIEW OF PROPOSED BUDGET FY 2023-2024
2. ADJOURNMENT

BOARD OF SUPERVISORS MEETING

1. CALL TO ORDER/ROLL CALL
2. PUBLIC COMMENT
3. BUSINESS ADMINISTRATION
4. BUSINESS ITEMS
 - A. Operations and Maintenance Expenditures for April 2023..... Tab 1
 - A. Presentation of Proposed Budget FY 2023-2024..... Tab 2
 - B. Consideration of Resolution 2023-11 Proposed Budget Approval Resolution (FY 2024)..... Tab 3
 - C. Consideration of Resolution 2023-12 Redesignating Certain Assistant Secretaries..... Tab 4
 - D. Consideration of Surveillance Quote by Honeycomb Systems... Tab 5
 - E. Consideration of Landscape Maintenance RFP Package..... Tab 6
 - F. Discussion of Florida Department of Health Rules & Highland Meadows II Amenity Rates and Policy..... Tab 7
 1. Florida Department of Health
 2. Highland Meadows II Current Amenity rates and Policy
 - G. Discussion for an Emergency/After Hours Authority
 - H. Discussion of Pool Security, Maintenance, Janitorial, Trash and Service Hours.
 - I. Discussion of HOA Table
 - J. Discussion of Amenity Area-Private or Public
 - K. Discussion of Billing and Invoice Approval Process
 - L. Discussion of Security Committee
5. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. District Manager

6. SUPERVISOR REQUESTS AND COMMENTS

7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

Very truly yours,

Scott Brizendine

Scott Brizendine

District Manager

cc: Tina Garcia, Green Spoon Marder, LLP

Tab 1

**Highland Meadows II
COMMUNITY DEVELOPMENT DISTRICT**

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida
33614

www.highlandmeadowscdd.org

**Operation and Maintenance Expenditures
April 2023
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2023 through April 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$ 49,331.56**

Approval of Expenditures:

_____ Chairperson

Highland Meadows II Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30,2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice #</u>	<u>Transaction Description</u>	<u>Check Amount</u>
City of Davenport	100055	15511 4/23	Highland Meadows Phase 3 Park 03/23	\$ 14.97
City of Davenport	100055	6122 4/23	3001 Golden Eagle Way 04/23	\$ 97.82
City of Davenport	100055	8019 4/23	1015 Condor Dr-Cabana 03/23	\$ 159.43
City of Davenport	100055	8020 4/23	1019 Condor Dr-Pool 03/23	\$ 86.04
Deborah J Galbraith	100040	DG030423	Board of Supervisors Meeting 03/04/23	\$ 200.00
Duke Energy	100049	9100 8824 1890 03/23	Electric Services 03/23	\$ 422.01
Duke Energy	100041	9100 8824 2560 03/23	Electric Services 03/23	\$ 30.79
Duke Energy	100046	9100 8826 7709 03/23	Electric Services 03/23	\$ 30.79
Duke Energy	100045	9100 8826 8031 01/23	Electric Services 01/23	\$ 1,239.11
Duke Energy	100042	9100 8826 8031 03/23	Electric Services 03/23	\$ 1,279.02
Duke Energy	100048	9100 8826 8437 03/23	Electric Services 03/23	\$ 30.79
Duke Energy	100056	9100 8826 9066 01/23	Electric Services 01/23	\$ 82.97
Duke Energy	100047	9100 8826 9066 02/23	Electric Services 02/23	\$ 82.97

Highland Meadows II Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30,2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice #</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Duke Energy	100043	9100 8826 9230 01/23	Electric Services 01/23	\$ 32.49
Duke Energy	100044	9100 8827 0233 01/23	Electric Services 01/23	\$ 704.00
Genelle Moore-Tucker	100050	GM030423	Board of Supervisors Meeting 03/04/23	\$ 200.00
Greenspoon Marder Law	100038	1444839	Legal Services 02/23	\$ 4,420.00
Kristen Anderson	100051	KA030423	Board of Supervisors Meeting 03/04/23	\$ 200.00
Precision Sage & Lock, LLC	100057	44844	Lock Repair & Replacement on Pool Gate 04/23	\$ 325.45
Prince & Sons, Inc.	100058	8417	Remove & Replace Trees 03/23	\$ 700.00
Rayl Engineering & Surveying, LLC	100052	21-189-16	Engineering Services 02/23	\$ 700.00
Resort Pool Services	100053	18422	Pool Maintenance 02/23	\$ 3,000.00
Resort Pool Services	100054	18640	Pool Maintenance 03/23	\$ 3,000.00
Resort Pool Services	100059	19031	Pool Maintenance (Service Terminated 4/12/23) 04/23	\$ 1,183.56
Rizzetta & Company, Inc.	100037	INV0000078883	District Management Fees 04/23	\$ 3,600.00
Rizzetta & Company, Inc.	100060	INV0000078984	Mass Mailing 04/23	\$ 2,547.66

Highland Meadows II Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30,2023

Vendor Name	Check #	Invoice #	Transaction Description	Check Amount
Securitas Security Services USA Inc	100061	11112876	Security Services 12/22	\$ 3,517.47
Securitas Security Services USA Inc	100061	11152909	Security Services 01/23	\$ 3,628.29
Spectrum	EFT	075273803123122 01/23 Autopay 672	Telephone & Internet Services 01/23	\$ 187.97
Spectrum	100039	075273803012723 02/23 Autopay 672	Telephone & Internet Services 02/23	\$ 187.97
Spectrum	EFT	0005776030123 03/23 Autopay 672	Telephone & Internet Services 03/23	\$ 196.92
Spectrum	EFT	0005776033023 04/23 Autopay 672	Telephone & Internet Services 04/23	\$ 196.92
TruGreen	100062	170793607	Tree & Shrub Service 02/23	\$ 2,345.70
TruGreen	100062	170927312	Landscape Maintenance 02/23	\$ 2,753.87
TruGreen	100062	171451164	Lawn Services 03/23	\$ 194.25
TruGreen	100062	171527173	Tree & Shrub Services 03/23	\$ 110.25
TruGreen	100062	TruGreen012823	Landscape Services 01/23	\$ 2,910.52
TruGreen	100062	TruGreen022823	Landscape Services 02/23	\$ 2,910.52
TruGreen	100062	TruGreen033123	Landscape Services 03/23	\$ 2,910.52

Highland Meadows II Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30,2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice #</u>	<u>Transaction Description</u>	<u>Check Amount</u>
TruGreen	100062	TruGreen122822	Landscape Services 12/22	\$ 2,910.52
Report Total				<u>\$ 49,331.56</u>

Tab 2



Rizzetta & Company

Highland Meadows II Community Development District

Proposed Budget for Fiscal Year 2023-2024

Presented by: Rizzetta & Company, Inc.

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Proposed Budget
Highland Meadows II Community Development District
Reserve Fund
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 04/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023
1							
2	REVENUES						
3							
4	Special Assessments						
5	Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ 115,000	\$ 115,000
6							
7	TOTAL REVENUES	\$ -	\$ -	\$ -	\$ -	\$ 115,000	\$ 115,000
8							
9	Transfer In - From General Fund	\$ 200,000	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ (200,000)
10	Balance Forward from Prior Year	\$ 22,000	\$ 22,000	\$ 22,000	\$ -	\$ -	\$ (22,000)
11							
12	TOTAL REVENUES AND BALANCE FORWARD	\$ 222,000	\$ 222,000	\$ 222,000	\$ -	\$ 115,000	\$ (107,000)
13							
14	EXPENDITURES						
15							
16	Contingency						
17	Capital Reserves	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 115,000	\$ 113,000
18	Capital Outlay	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ (20,000)
19							
20	TOTAL EXPENDITURES	\$ -	\$ -	\$ 22,000	\$ 22,000	\$ 115,000	\$ 93,000
21							
22	EXCESS OF REVENUES OVER EXPENDITURES	\$ 222,000	\$ 222,000	\$ 200,000	\$ 22,000	\$ -	\$ (200,000)
23							

**Highland Meadows II Community Development District
Debt Service
Fiscal Year 2023/2024**

Chart of Accounts Classification	Series 2014 (Area 1)	Series 2014 (Area 2)	Series 2016 (Area 3)	Series 2016 (Area 4)	Series 2017 (Area 4/BC)	Series 2017 (Area 5)	Series 2017 (Area 6)	Series 2019 (Area 7/7A)	Budget for 2023/2024
REVENUES									
Special Assessments									
Net Special Assessments ⁽¹⁾	\$ 66,648.56	\$ 98,165.18	\$ 175,974.81	\$ 102,687.99	\$ 157,868.85	\$ 292,319.58	\$ 125,663.94	\$ 203,112.76	\$ 1,222,441.65
TOTAL REVENUES	\$ 66,648.56	\$ 98,165.18	\$ 175,974.81	\$ 102,687.99	\$ 157,868.85	\$ 292,319.58	\$ 125,663.94	\$ 203,112.76	\$ 1,222,441.65
EXPENDITURES									
Administrative									
Debt Service Obligation	\$ 66,648.56	\$ 98,165.18	\$ 175,974.81	\$ 102,687.99	\$ 157,868.85	\$ 292,319.58	\$ 125,663.94	\$ 203,112.76	\$ 1,222,441.65
Administrative Subtotal	\$ 66,648.56	\$ 98,165.18	\$ 175,974.81	\$ 102,687.99	\$ 157,868.85	\$ 292,319.58	\$ 125,663.94	\$ 203,112.76	\$ 1,222,441.65
TOTAL EXPENDITURES	\$ 66,648.56	\$ 98,165.18	\$ 175,974.81	\$ 102,687.99	\$ 157,868.85	\$ 292,319.58	\$ 125,663.94	\$ 203,112.76	\$ 1,222,441.65
EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Collection and Discount % applicable to the county:

6.0%

Gross assessments

\$ 1,300,469.84

Notes:

Tax Roll County Collection Costs and Early Payment discount is 6% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2023/2024 O&M Budget		\$859,025.00
Polk County Collection Cost @ 2%		\$18,277.13
Early Payment Discount @ 4%		<u>\$36,554.26</u>
2023/2024 Total		<u>\$913,856.38</u>

2022/2023 O&M Budget		\$851,731.81
2023/2024 O&M Budget		<u>\$859,025.00</u>
Total Difference		<u>\$7,293.19</u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
Series 2014 (Area 1) Debt Service - Single Family	\$568.77	\$562.72	-\$6.05	-1.06%
Operations/Maintenance	\$626.43	\$625.07	-\$1.36	-0.22%
Total	\$1,195.20	\$1,187.79	-\$7.41	-0.62%
Series 2014 (Area 2) Debt Service - Single Family	\$573.66	\$567.56	-\$6.10	-1.06%
Operations/Maintenance	\$626.43	\$625.07	-\$1.36	-0.22%
Total	\$1,200.09	\$1,192.63	-\$7.46	-0.62%
Series 2016 (Area 3) Debt Service - Single Family A	\$572.92	\$566.83	-\$6.09	-1.06%
Operations/Maintenance	\$626.43	\$625.07	-\$1.36	-0.22%
Total	\$1,199.35	\$1,191.90	-\$7.45	-0.62%
Series 2016 (Area 3) Debt Service - Single Family B	\$1,041.67	\$1,030.59	-\$11.08	-1.06%
Operations/Maintenance	\$626.43	\$625.07	-\$1.36	-0.22%
Total	\$1,668.10	\$1,655.66	-\$12.44	-0.75%
Series 2016 (Area 4) Debt Service - Single Family	\$1,041.67	\$1,030.59	-\$11.08	-1.06%
Operations/Maintenance	\$626.43	\$625.07	-\$1.36	-0.22%
Total	\$1,668.10	\$1,655.66	-\$12.44	-0.75%
Series 2017 (Area 4B/C) Debt Service - Single Family	\$857.33	\$848.21	-\$9.12	-1.06%
Operations/Maintenance	\$626.43	\$625.07	-\$1.36	-0.22%
Total	\$1,483.76	\$1,473.28	-\$10.48	-0.71%
Series 2017 (Area 5) Debt Service - Single Family A	\$1,093.75	\$1,082.11	-\$11.64	-1.06%
Operations/Maintenance	\$626.43	\$625.07	-\$1.36	-0.22%
Total	\$1,720.18	\$1,707.18	-\$13.00	-0.76%
Series 2017 (Area 5) Debt Service - Single Family B	\$1,119.79	\$1,107.88	-\$11.91	-1.06%
Operations/Maintenance	\$626.43	\$625.07	-\$1.36	-0.22%
Total	\$1,746.22	\$1,732.95	-\$13.27	-0.76%
Series 2017 (Area 5) Debt Service - Single Family C	\$1,145.83	\$1,133.64	-\$12.19	-1.06%
Operations/Maintenance	\$626.43	\$625.07	-\$1.36	-0.22%
Total	\$1,772.26	\$1,758.71	-\$13.55	-0.76%
Series 2017 (Area 6) Debt Service - Single Family A	\$851.14	\$842.09	-\$9.05	-1.06%
Operations/Maintenance	\$626.43	\$625.07	-\$1.36	-0.22%
Total	\$1,477.57	\$1,467.16	-\$10.41	-0.70%
Series 2017 (Area 6) Debt Service - Single Family B	\$1,148.60	\$1,136.38	-\$12.22	-1.06%
Operations/Maintenance	\$626.43	\$625.07	-\$1.36	-0.22%
Total	\$1,775.03	\$1,761.45	-\$13.58	-0.77%
Series 2019 (Area 77A) Debt Service - Single Family	\$1,040.00	\$1,028.94	-\$11.06	-1.06%
Operations/Maintenance	\$626.43	\$625.07	-\$1.36	-0.22%
Total	\$1,666.43	\$1,654.01	-\$12.42	-0.75%

NOTE: The 1% Property Appraiser fee is now being billed separately to the District, therefore it is being incorporated into the general fund budget.

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Master Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Tab 3

RESOLUTION 2023-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Highland Meadows II Community Development District (“**District**”) by June 15, 2023, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING PUBLIC HEARINGS.** Pursuant to Chapters 190 and 197, Florida Statutes, public hearings on said approved Proposed Budget and related special assessments are hereby declared and set for the following date, hour and location:

DATE:

HOUR:

LOCATION: 43824 US Hwy 27
 Davenport, Florida 33837

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Osceola County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PROVISION OF NOTICE.** Notice of the public hearings shall be provided in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15th day of June 2023.

ATTEST:

**HIGHLAND MEADOWS II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Tab 4

RESOLUTION 2023-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HIGHLAND MEADOWS CDD II APPOINTING AN ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Highland Meadows Community Development District II (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Polk County, Florida; and

WHEREAS, the Board of Supervisors of the District now desires to appoint an Assistant Secretary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HIGHLAND MEADOWS COMMUNITY DEVELOPMENT DISTRICT II:

Section 1. Scott Brizendine and Brian Mendes are appointed as Assistant Secretaries and Richard Hernandez is removed as an Assistant Secretary.

Section 2. This Resolution shall not supersede any appointments made by the Board other than specified in Section 1.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 15TH DAY OF JUNE, 2023.

**HIGHLAND MEADOWS II
COMMUNITY DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Tab 5



Quote No.	2004326
Type	Service Call
Prepared By	Blake Carter
Created On	05/09/2023
Valid Until	05/31/2023

Quote For Highland Meadows 2 CDD

1015 Condor Drive
Haines City FL 33844

Description of Work

VIDEO SUREVEILLANCE SYSTEM (CCTV)

Honeycomb Systems will provide labor and materials for installation and/or repairs of the Video Surveillance System (CCTV) at the customer location(s) described above. Scope of work includes the following:

- **Video Surveillance System Replacement - (3) Cameras**
- **Option 1 - Add (1) Bullet Camera to View Playground**
- **Option 2 - Add (1) Network Speaker for Motion Activated Voice Announcements**

1. Permit Submittal with the local AHJ (if applicable).
2. Materials required for the Video Surveillance System installation.
 - (1) Network Video Recorder / Video Management System
 - (1) 4TB Hard Drive
 - (2) Dome Camera
 - (1) 360 Degree Camera w/ Corner Mounting Kit
 - (LOT) Electrical Materials - Junction Boxes, Conduit, and Fittings.
 - (LOT) Wire Securing Materials - J-Hooks, Ties, Straps, and Connectors.
 - (LOT) Low-Voltage Cable - CAT6
3. Labor required for installation of the equipment, devices, wire, and parts specified in this quote.
4. Programming, configuration, and 100% test.
5. Customer training and system overview.
6. 1-Year Warranty on Materials and Labor.

NOTES:

- All work to be performed in accordance with applicable codes, standards, and manufacturer recommendations.
- All work to be performed during normal working hours.
- **Progress billing schedule will be provided upon proposal acceptance - 50% on proposal acceptance, 50% on completion and customer acceptance.**
- **It is recommended that the customer secure an inspection and service contract with Honeycomb Systems to ensure the functionality of the equipment provided. Please see ask us about our preventative maintenance contracts.**

EXCLUSIONS:

- After-hours labor is excluded.
- Electrical material including conduit, junction boxes, couplings, connectors, and raceways to be provided by others.
- Honeycomb Systems does not guarantee the condition of existing video surveillance wire, equipment, or hardware. Additional materials required to repair existing equipment is excluded.
- Any additional devices required by any authority having jurisdiction, other than what is currently listed within the equipment list and project specifications are outside the terms of this agreement.
- Any hidden or unknown conditions that could not be reasonably detected during the quotation process that cause additional equipment and/or labor to be required shall be outside the terms of this agreement.

In the event that additional items or services are deemed necessary, then Honeycomb Systems will provide a quotation to the Purchaser for review and approval prior to proceeding.

Services to be completed CCTV

Video Surveillance System Replacement

Parts, labor, and fees	Quantity
Labor - Service - Normal	10
Axis Compact Recorder, 8-Channel, 4TB	1
Axis Compact Recorder Mount for S3008	1
Axis M30 Series 360° Panoramic Dome, 12MP, Outdoor	1
Axis Corner Bracket	1
Axis Pendant Mount Weather Shield	1
Axis Wall Mount, Outdoor	1
Axis M31 Series Flat Faced Dome, 4MP, Indoor/Outdoor	2
CAT6 Cable, Riser, Blue, 1000'	1
	SUBTOTAL \$6,406.00
	TAX @ 7.0% \$448.42
	SERVICE TOTAL \$6,854.42

CCTV

Option 1 - Playground Camera

Parts, labor, and fees	Quantity
Labor - Service - Normal	2
Axis P14 Series Bullet Camera, 2MP, Outdoor	1
Axis D8004 4-Channel Unmanaged PoE Switch, 60W	1
CAT6 Cable, Riser, Blue, 1000'	0.1
	SUBTOTAL \$1,557.40
	TAX @ 7.0% \$109.02
	SERVICE TOTAL \$1,666.42

CCTV

Option 2 - Pool Speaker

Parts, labor, and fees	Quantity
Labor - Service - Normal	8
Axis C13 Series Network Speaker	1
CAT6 Cable, Riser, Blue, 1000'	0.15
	SUBTOTAL \$1,951.10
	TAX @ 7.0% \$136.58
	SERVICE TOTAL \$2,087.68
	SUBTOTAL \$9,914.50
	TAX @ 7.0% \$694.02
	GRAND TOTAL \$10,608.52

Terms and Conditions

HONEYCOMB SYSTEMS, LLC TERMS & CONDITIONS

1. Agreement and Order. The terms and conditions set forth below (the Terms and Conditions) and on Honeycomb Systems, LLC's proposal, quotation or order form attached hereto (collectively referred to as the Proposal and together with these Terms and Conditions, the Agreement) constitute the complete and exclusive statement of the terms of this transaction by and between Honeycomb Systems, LLC (Honeycomb Systems) and the customer identified on the Proposal (the Customer) for the performance of the services specifically set forth on the Proposal (the Services). To the extent that the terms contained on the Proposal differ

from the terms contained in these Terms and Conditions, the terms of the Proposal shall govern to the extent of such differences provided that Honeycomb Systems has executed the version of the Proposal containing such terms following the addition or inclusion of such terms. Honeycomb Systems shall have no obligation to perform other services not described on the Proposal, but Honeycomb Systems may provide other Services at the Customer's request, as and when needed pursuant to the Agreement. Any additional Services performed shall be subject to these Terms and Conditions.

2. **Parts.** Honeycomb Systems shall furnish parts as necessary at Honeycomb Systems' then current scheduled price or on an exchange basis, regardless of when installed, and such parts shall either be new or equivalent to new in performance when used in the Customer's equipment.
3. **Modification of Terms.** No terms contained on any purchase order, service order, contract or other document prepared by or submitted to Honeycomb Systems by Customer or its agents, including modification of the terms contained on the Proposal and in these Terms and Conditions, shall be effective or bind Honeycomb Systems unless Honeycomb Systems agrees to such terms or requirements by executing and returning to Customer such purchase order, agreement or other document. Failure by Honeycomb Systems to respond in writing to Customer upon receipt of Honeycomb Systems of a purchase order or other agreement by Customer shall not be a waiver of the requirement that Honeycomb Systems agree in writing to any terms contained in a purchase order or other contract. All representations, promises, warranties or statements by any agent or employee of Honeycomb Systems that differ in any way from the Proposal as prepared by Honeycomb Systems or the Terms and Conditions in the Agreement shall be of no force or effect. No course of prior dealings between the parties and no usage of the trade shall be relevant to this transaction. Prices quoted on the Proposal are good for a period of thirty (30) days from the date of the Proposal, provided that prior to the execution of the Proposal by Customer and acceptance by Honeycomb Systems, prices are subject to change without notice.
4. **Charges.** Charges for the Services described on the Proposal are described thereon. Charges for on-call, unscheduled or additional Services requested by Customer, but not described on the reverse, shall be at the rates then published by Honeycomb Systems in writing. Customer shall be responsible for any parts and shipping charges for such parts ordered by Honeycomb Systems in order to perform the Services.
5. **Taxes.** Quoted prices do not include any applicable sales, use, transfer, excise or other taxes, tariffs or custom duties unless required by federal, state or local law, in which case, the quoted price shall include only such items of sales, use, transfer, excise or other taxes, tariffs or custom duties as are required by federal, state or local law. Customer will pay directly or to Honeycomb Systems any such taxes, tariffs or duties levied upon the sale, transfer, import, or service or necessary components thereof unless Customer provides Honeycomb Systems with a valid tax exemption certificate. Honeycomb Systems shall provide Customer with any tax payment certificate upon request and after acceptance of the Services being provided hereunder and full payment to Honeycomb Systems.
6. **Time of Performance.** If performance of the Services is delayed through no fault of Honeycomb Systems, then the time for performance of the work shall be extended to the extent of such delay. Honeycomb Systems shall not be liable for any delays in performance directly or indirectly resulting from acts of Customer, its agents, employees, or subcontractors, or any other causes beyond the control of Honeycomb Systems. If any necessary components of the Services become unavailable, then Honeycomb Systems shall be released from any obligation to provide the specified materials which are unavailable, and Customer agrees to pay Honeycomb Systems for any difference between the cost of the unavailable materials or equipment and the cost of any reasonably available substitute. The estimated date of performance indicated on the Proposal is subject to delay due to availability of necessary components, and Honeycomb Systems shall not be liable for any such delay.
7. **Payment.** Upon Customer's execution and return of the Proposal, Customer must provide a deposit in the amount of 30% of the service fee contained in the Proposal unless some other amount is set forth on the Proposal. Unless otherwise set forth on the Proposal, the entire service fee, plus all applicable sales tax and other charges contained on the Proposal must be tendered by Customer to Honeycomb Systems within 2 days following notification by Honeycomb Systems to Customer that the Services are ready to be performed. In any case full and final payment must be made by Customer and received by Honeycomb Systems no later than two days prior to Honeycomb Systems performing the Services, and Honeycomb Systems shall have no obligation to perform the Services prior to receiving full and final payment.

Customer is responsible for the payment of all registration fees, use tax or similar assessments and taxes which may be imposed upon the service or the sale, possession or use of any necessary parts or components. Customer hereby grants Honeycomb Systems a security interest in Customer's equipment and any parts installed by

Honeycomb Systems until such time as Honeycomb Systems is actually paid in full, and Customer will assist Honeycomb Systems in any action necessary to perfect Honeycomb Systems' security interest, provided that Honeycomb Systems may prepare, file and record a UCC financing statement to evidence the security interest with no further notice to or consent by Customer. No parts or components furnished by Honeycomb Systems shall become a fixture by reason of being attached to real estate until payment in full has been received and acknowledged by Honeycomb Systems. Customer shall not be entitled to set-off any amounts due from Customer against any amount due to Honeycomb Systems in connection with this transaction.

8. **Warranty; Limitation.** (A) Customer acknowledges that the only warranties with respect to the services are any applicable warranties offered by the manufacturer of any necessary part or component thereof and that Honeycomb Systems makes no representation or warranty, express or implied, with respect to the services, nor does it warrant the merchantability of the components or that the components are fit for a particular purpose. Parts and components are sold and services provided by Honeycomb Systems to purchaser "as is", "where is", and "with all faults". (B) Customer acknowledges that it has decided to contract for services based on its own assessment of its needs. Customer acknowledges and agrees that Honeycomb Systems has not made any statements of fact concerning the services, and customer has not relied upon any statement by Honeycomb Systems in deciding to contract for the services. (C) Customer is solely responsible for following all manufacturer requirements with respect to the equipment on which the services are performed. (D) Customer further agrees that in no event shall Honeycomb Systems' liability to Customer for damages of any nature exceed the amounts actually paid by Customer to Honeycomb Systems for the Services
9. **Access to Equipment; Performance of Services; Customer Obligations.** (A) Honeycomb Systems' maintenance personnel shall have free access to the Customer's Equipment for the purpose of providing Services. (B) During any Services provided pursuant to this Agreement as to the System, whether an interruption in electrical service is contemplated by Customer or Honeycomb Systems or not, as a matter of allocating between Customer and Honeycomb Systems the risks associated with an interruption in electrical services and/or taking the Customer's equipment off line, Customer agrees to use its best efforts to fully and completely secure all or any part of any facility in which the equipment is located, as the case may be, for any and all safety issues that an electrical service interruption might give rise to, including but not limited to injury to building occupants, customer's, invitees, or any third party and/or property damage, or work interruption, arising out of any event of repairs performed by Honeycomb Systems as to the equipment. Customer agrees with Honeycomb Systems that securing of the premises in order for Honeycomb Systems to perform its

Services is a material and critical element of this Agreement and, prior to the performance of any Services under this Agreement, Customer will receive and execute with Honeycomb Systems a written Notification and Acknowledgement of Inspection and Warning (Notification) related to the Services provided herein. The Notification shall include Honeycomb Systems' estimate as to when interruption of electrical services may occur during the performance of its obligations under this Agreement.

Customer further agrees that Honeycomb Systems shall have no liability to Customer or any third party for any estimate given in connection with potential interruptions in electrical services during the performance of Honeycomb Systems' obligations herein, it being acknowledged by Customer that Honeycomb Systems' Services are often affected by acts of third parties and/or components or elements of the System that do not allow for more specific and accurate estimates as to when an electrical service interruption may occur.

10. Damages. Customer agrees that Honeycomb Systems shall not be liable beyond the remedies expressly set forth herein. Honeycomb Systems shall not be responsible for any special, incidental, indirect or consequential damages arising in any manner from the goods, equipment or materials furnished or the work performed pursuant to the agreement, whether based on breach of warranty, negligence, strict liability in tort or otherwise, or for the loss of profits, revenues, or other losses arising out of any default under this agreement, even if Honeycomb Systems shall have been advised of the possibility of such potential loss or damage. The price of the goods and services purchased by customer is consideration for limiting Honeycomb Systems' liability. Honeycomb Systems' liability for any claim asserted by customer, whether based on a theory of contract or tort, shall not exceed the contract price of the services hereunder. No action or suit to enforce rights or remedies arising from this transaction shall be commenced later than one year from the date of Honeycomb Systems' last furnishing services under this agreement.
11. Cancellation. Service Orders cannot be cancelled or after Customer signs and returns a Proposal which is accepted by Honeycomb Systems, except with Honeycomb Systems' written consent and subject to conditions then agreed upon which shall indemnify Honeycomb Systems against liability and expense incurred and commitments made by Honeycomb Systems. No materials or products provided in conjunction with the Services may be returned.
12. Indemnity. Customer represents and warrants that is fully insured for any and all potential damages arising out of or in connection with the Services performed by or to be performed by Honeycomb Systems hereunder. Customer shall defend, indemnify and hold harmless Honeycomb Systems and its officers, directors, employees, agents, owners and affiliates, from and against any and all damages, costs, liability, and expense whatsoever (including attorneys fees and related disbursements) incurred in whole or in part, directly or indirectly, by reason of: (A) any failure by Customer to perform any covenant or agreement of Customer set forth herein or the breach of any representations or warranties set forth herein; (B) death or bodily injury or loss of or damage to property which arising out of or in connection with the Services provided and any goods, parts or components provided; or (C) any acts of Customer or Customer's personnel; or (D) the unloading, installation, operation, storage or use by Customer of any goods provided by Honeycomb Systems or any other party or subsequent owner. The foregoing obligation shall survive the termination or expiration of this Contract.
13. Miscellaneous. In addition to the other terms and conditions, Customer and Honeycomb Systems further agree that the following shall also govern this Agreement:
 - (A) Waivers. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy under this Agreement. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
 - (B) Governing Law; Construction. This Agreement is being delivered and performed in the State of Florida and shall be construed in accordance with, and governed by, the law of the State of Florida. Venue of any action related to this Agreement shall be placed in the courts of Orange County, Florida, exclusively. This Agreement, together with any other documents executed in conjunction with or pursuant to this Agreement shall not be construed against either Customer or Honeycomb Systems, regardless of which party drafted the Agreement. It is intended that this Agreement is the product of informed negotiations between both parties with full knowledge of the meaning of the terms and conditions hereto.
 - (C) Enforcement. In connection with any action arising out of this Agreement, or in any way relating to the transactions contemplated hereby, the prevailing party in such action shall be entitled to recover from the non-prevailing party all court costs and expenses of litigation, including attorneys fees, court costs, costs of investigation, accounting and other costs reasonably related to the litigation, including, without limitation, all attorneys fees and costs subsequent to entry of any judgment on behalf of the prevailing party, on appeal; in connection with any bankruptcy proceedings, or in any alternative dispute resolution proceedings. The parties to this agreement hereby waive, without exception, any right to jury trial related to any issue or matter arising out of or in connection with this agreement.
 - (D) Successors and Assigns. All of the terms and conditions of this Agreement, and the rights and obligations of the parties hereunder, shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, and permitted successors and assigns of the parties hereto. This Agreement does not confer upon or give to any person other than the parties any rights or benefits hereunder.
 - (E) Entire Agreement. This Agreement, any Agreements referenced herein and exhibits attached hereto constitute the entire Agreement and understanding of the parties with respect to the transactions contemplated hereby as an exclusive statement and incorporate and supersede all prior and contemporaneous negotiations, agreements and understandings related to the subject matter hereof. This Agreement, referenced Agreements, and exhibits may not be amended, terminated or otherwise modified, except by a written instrument executed by all of the parties to be bound thereby.
 - (F) Notice. Subject to written notice of change of address, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing, signed by or on behalf of the party giving notice, and shall be deemed to have been given on the earlier to occur of: (1) The date of actual performance; or (2) Five (5) days after the date on which such notice is mailed by United States Mail, postage prepaid to each party at the addresses listed below; or (3) the date of electronic mail or electronic facsimile transmission that is verified by the issuance of a successful facsimile transmission report at the receiving party, which is currently on file with the sending party; or (4) the business day following the day on which such notice is sent by any next day or overnight delivery service to each party at the address listed below.

If to Customer: To the address and contact person identified on the proposal.

If to Honeycomb Systems: Honeycomb Systems, 4502 Parkway Commerce Blvd., Orlando, FL 32808

Honeycomb Systems shall not be in default of any of its obligations hereunder unless Customer provides Honeycomb Systems with seven (7) days written notice of default and specifying the action required to cure the default and Honeycomb Systems fails to cure such default.

Tab 6



Rizzetta & Company

Highland Meadows II Community Development District

Proposal for Landscape and Irrigation Maintenance Specification Development

June 14, 2023

Presented by: Rizzetta & Company, Inc.

3434 Colwell Avenue, Suite 200
Tampa, FL 33614

rizzetta.com

Rizzetta & Co.

Landscape Inspection Services

“COMMITTED TO PRESERVING AND ENHANCING THE COMMUNITY LANDSCAPE”

One of the largest expenses in any planned community is landscape maintenance. Why not have a professional, experienced landscape manager ensuring it is thriving and beautifully framing the community as it was intended to?

Our Landscape Inspection Services team includes a Landscape Designer, a former commercial landscape maintenance company account manager, and two prior owners of multi-dimensional landscape service firms. Rizzetta & Co.'s Landscape Inspection Services team has a combined total of 100 + years serving Florida community landscapes!

Each of our Landscape Specialists is Best Management Practices certified in the state of Florida. Our team is committed to elevating the landscape maintenance in your community with detailed inspections, formal reporting, landscape planning, and effective vendor management strategies.

The first thing noticed in any community is its landscaping. It can convey a “Wow” factor to visitors, set a welcoming tone for the residents, and help to increase the home values within the community. Rizzetta & Co.'s Landscape Inspection Services team provides the expertise needed for a well-planned, well-maintained community landscape now and for the future.



Rizzetta & Company

Scope of Services

Rizzetta & Co. will perform the following scope of services:

- Develop a formal Request for Proposals (RFP).

Rizzetta will develop a customized RFP document that will be provided to interested landscape maintenance contractors. The RFP will include specific contractor instructions regarding site visits, pricing instructions, proposal forms, preparation, and delivery. Also included will be the customized scope of work.

- Develop Landscape and Irrigation Maintenance Services and Specifications.

After meeting with appropriate on-site personnel, if any, to ensure all site-specific maintenance requirements are met, Rizzetta & Co. will tailor a detailed scope of work based on the Client's needs for the property including maintenance specifications for turf, shrubs, trees, perennials, and groundcovers. Additional specifications will be provided for proper fertilization and pest control based on Green Industries Best Management Practices (GIBMP), as well as inspection requirements for monthly irrigation wet checks.

- Conduct and Administer Pre-Bid meeting with Contractors.

Rizzetta & Co. will conduct a mandatory on-site Pre-Bid meeting to discuss the RFP Project manual, the property and any other pertinent site-specific issues as well as compile a list of those vendors in attendance.

- Review Proposals and Submit Tabulation Summaries.

After receipt of proposals, Rizzetta & Co. will prepare and provide tabulation summaries to the Client to assist in the evaluation.

- Assist the Client during a designated meeting in the evaluation of the vendors' proposals.

Rizzetta & Co., after providing Client with summaries of proposals and bid ranking sheets, will conduct the evaluation/scoring of the proposals during a designated board meeting.



Rizzetta & Company

Our RFP Preparation Fees and Expenses

- Contractor Package Fees and Expenses:

All production, printing, postage, shipping and blueprinting costs necessary to perform the services are included.

Site maintenance exhibit to be provided by the Client.
Irrigation As-Builts (if available) to be provided by Client.

- All travel costs necessary to perform the services are included.

Total Fee for Landscape and Irrigation Maintenance Specification Development:
\$3500. (fee to be billed upon completion)

Submitted

By: _____

Lucianno Mastrianni, Vice President, Business Strategy and Development

Rizzetta & Co., Inc.

Date: _____

Accepted

By: _____

Print: _____

For: Highland Meadows II Community Development District

Date: _____



Rizzetta & Company

Tab 7

**CHAPTER 64E-9
PUBLIC SWIMMING POOLS AND BATHING PLACES**

64E-9.001	General
64E-9.002	Definitions (Repealed)
64E-9.003	Forms (Repealed)
64E-9.0035	Exemptions
64E-9.004	Operational Requirements
64E-9.005	Construction Plan or Modification Plan Approval (Repealed)
64E-9.006	Construction Plan Approval Standards (Repealed)
64E-9.007	Recirculation and Treatment System Requirements (Repealed)
64E-9.008	Supervision and Safety
64E-9.009	Wading Pools (Repealed)
64E-9.010	Spa Pools (Repealed)
64E-9.011	Water Recreation Attractions and Specialized Pools (Repealed)
64E-9.012	Special Purpose Pools (Repealed)
64E-9.013	Bathing Places
64E-9.014	Authorization and Operating Permit (Repealed)
64E-9.015	Fee Schedule
64E-9.016	Variances
64E-9.017	Enforcement
64E-9.018	Public Pool Service Technician Certification

64E-9.001 General.

(1) Regulation of public swimming pools and bathing places is considered by the department as significant in the prevention of disease, sanitary nuisances, and accidents by which the health or safety of an individual(s) may be threatened or impaired. Any change resulting in the operation of the pool in a manner unsanitary or dangerous to public health or safety shall subject the state operating permit to suspension or revocation. Failure to comply with any of the requirements of these rules shall constitute a public nuisance dangerous to health.

(2) All pools which do not meet the definition of private pools are public pools.

(3) A public pool owner or their agent shall first make application to the department for an initial operating permit on form DH 4159, Application for a Swimming Pool Operating Permit, 9/2015, herein incorporated by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-06893>, along with the accompanying information listed in Section 514.031(1)(a), F.S., the required fee and a copy of the construction plans and specifications. The application shall be deemed incomplete pursuant to Section 120.60, F.S., until a copy of the final building department inspection is received by the department.

(a) After submitting an application for an initial operating permit, the owner or agent shall have the plans reviewed and a permit issued for the construction of a public pool by the jurisdictional building department in accordance with the Florida Building Code, Building, Chapter 4, Section 454.1.

(b) Upon completion of initial construction, the pool shall not be opened by the owner/operator for public use until an operational permit is issued by the department. At construction completion, the owner/operator or their agent shall notify the department in writing to request the department's initial operating permit inspection. A copy of the final building department inspection shall be submitted with this request.

(c) For modifications, the owner/operator or agent shall submit form DH 4159 to the Department and follow the same sequence in paragraphs (a) and (b), however, the department does not charge a state fee.

(4) Annually, the pool owner/operator shall apply for an operating permit renewal from the department on form DH 4159. Approval of the permit shall be based upon the pool's compliance with this chapter, with the previous operating permit, and the maintenance of the pool in the same functional, safety, and sanitation conditions as approved by the jurisdictional building department or the department. For the purposes of this determination, department staff shall refer to and use the Florida Building Code (FBC), Building Chapter 4, public swimming pool Section 454.1, or its predecessor, that was in effect at the time of the pool's construction permitting. Annual operating permits expire on June 30.

(5) The 2014 FBC section 454.1 is hereby incorporated by reference, has been deemed copyright protected, and is available for inspection at the Department of Health, Bureau of Environmental Health, 4025 Esplanade Way, Tallahassee, Florida 32399-1710 or at the Department of State, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250.

Rulemaking Authority 381.006, 514.021 FS. Law Implemented 381.006, 514.0115(5), 514.021, 514.03, 514.031, 514.05, 514.06 FS. History–New 10-5-93, Formerly 10D-5.130, Amended 12-27-98, 5-27-04, 5-24-09, 7-20-16.

64E-9.002 Definitions.

Rulemaking Authority 381.006, 514.021 FS. Law Implemented 514.021, 514.03, 514.031, 514.05, 514.06, 514.071 FS. History–New 10-5-93, Formerly 10D-5.131, Amended 12-27-98, 5-27-04, 5-24-09, Repealed 7-20-16.

64E-9.003 Forms.

Rulemaking Authority 381.006, 514.021 FS. Law Implemented 381.006, 514.0115, 514.021, 514.025, 514.03, 514.031, 514.033 FS. History–New 10-5-93, Formerly 10D-5.132, Amended 12-27-98, 3-30-00, 5-27-04, 5-24-09, Repealed 7-20-16.

64E-9.0035 Exemptions.

(1) A person seeking an initial exemption, or an existing facility claiming an exemption from department regulation pursuant to the provisions of Section 514.0115, F.S., shall submit an application and supportive documentation to the department, as described below.

(a) Applicants for an exemption pursuant to Section 514.0115(2)(a) or (2)(b), F.S., shall submit either a completed form DH 4065, Application for a Swimming Pool Exemption Status – 32 Units or Less, 03/98, or a completed form DH 1704, Application for a Swimming Pool Exemption Status More Than 32 Units, 03/98, both of which are hereby incorporated by reference. Copies of these forms are available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-06894>, and <http://www.flrules.org/Gateway/reference.asp?No=Ref-06895>.

(b) For purposes of determining exemption status, the term condominium shall be as defined in Chapter 718, F.S., and the term cooperative shall be as defined in Chapter 719, F.S. Applicants shall provide either the recorded declaration of condominium or the recorded cooperative documents and any additional documents which establish the criteria set forth in Section 514.0115(2)(a), or (2)(b), F.S.

(2) Beginning July 1, 2010, exemptions shall be renewed by July 1, every five years. Applicants seeking renewal, who have no changes to the pool or ownership, shall only submit the application form. If swimming pool related or ownership changes have been made, this information shall be submitted along with the application form.

(3) A person who received an exemption shall contact the department if the conditions upon which the exemption was granted change so as to eliminate the exemption status. Under such circumstances, the pool shall comply with the provisions of this chapter and Chapter 514, F.S.

(4) An exemption from department rules does not exempt the pool from other federal, state, and local requirements.

Rulemaking Authority 381.006, 514.021 FS. Law Implemented 514.0115, 514.031 FS. History–New 5-24-09, Amended 7-20-16.

64E-9.004 Operational Requirements.

(1) Water Quality – The water supply for all pools shall be an approved potable water system or shall meet the requirements for potable water systems by the submission from the operator of annual bacteriological and chemical laboratory reports to the county health department. Salt water sources are exempt from the potable water chemical standards except for iron and color requirements.

(a) Cross-connection prevention – To safeguard water quality, devices or systems shall be operational and maintained in their original functional condition.

(b) Bacteriological quality – The pool water shall be free of coliform bacteria contamination.

(c) Clarity – The pool water shall be 0.5 or less NTU and the main drain grate must be readily visible from the pool deck.

(d) Chemical quality – Chemicals used in controlling the quality of the pool water shall be tested and approved using the NSF/ANSI/CAN Standard 60-2021, Drinking Water Treatment Chemicals-Health Effects, April 16, 2021, or Chapter 27 of NSF/ANSI/CAN Standard 50-2020, Equipment and Chemicals for Swimming Pools, Spas, Hot Tubs, and Other Recreational Water Facilities, October 21, 2020, and shall be compatible with other accepted chemicals used in pools. NSF/ANSI/CAN Standard 60-2021

and Chapter 27 of NSF/ANSI/CAN Standard 50-2020 are incorporated by reference, have been deemed copyright protected, and are available for inspection at the Department of Health, Bureau of Environmental Health, 4025 Esplanade Way, Tallahassee, Florida 32311 or at the Department of State, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250. The following parameters shall be adhered to for pool water treatment:

1. pH – 7.0 to 7.8.
2. Disinfection – Free chlorine residual shall be as follows: 1 milligram per liter (mg/L) to a maximum of 10.0 mg/L, inclusive, in conventional swimming pools; 2 mg/L to 10.0 mg/L, inclusive, in all other type pools such as swim-up bars, wading pools, special purpose pools, water recreation attraction pools, and interactive water fountains; and 2 mg/L to 5 mg/L, inclusive, in spa-type pools; or available bromine residual shall be 1.5 mg/L to 6 mg/L, inclusive, in conventional swimming pools and 3 mg/L to 6 mg/L, inclusive, in all other type pools. Except that, for indoor conventional swimming pools, the maximum disinfectant residuals shall be 5 mg/L free chlorine and 6 mg/L free bromine.
3. When oxidation-reduction potential (ORP) controllers are required, the water potential shall be kept between 700 and 850 millivolts. Use of these units does not negate the manual daily testing requirement of subsection 64E-9.004(10), F.A.C.
4. Cyanuric acid – 100 mg/L maximum in pools, with 40 mg/L as the recommended maximum, and 40 mg/L maximum in spa pools.
5. Quaternary ammonium – 5 mg/L maximum.
6. Copper – 1 mg/L maximum.
7. Silver – 0.1 mg/L maximum.

(e) Landscape irrigation water that wets the wet deck area of the pool, the pool itself, enters the collector tank, or wets an interactive water feature must be potable water from a public water system or shall meet the bacteriological quality of potable water as evidenced by annual laboratory analysis submitted to the department. Reclaimed water may not be used in these areas. If reclaimed water is used in the vicinity of the pool (inside of the pool fence or within 100 feet of the pool water's edge) it must employ drip irrigation or soaker hoses. Signs shall be posted notifying pool patrons that reclaimed water is in use, and is not to be consumed.

(2) Manual addition of chemicals will be allowed under special conditions and requires that the pool be closed prior to addition and for at least 1 hour period after addition or a longer period as necessary for sufficient and safe distribution of the chemical. After treatment for breakpoint chlorination and algae prevention, use of the pool or spa can be resumed when the free chlorine levels drop to 10.0 mg/L, or less.

(3) Cleanliness – The pool and pool deck shall be kept free from sediment, floating debris, visible dirt and algae. Pools shall be refinished when the pool surfaces cannot be maintained in a safe and sanitary condition.

(4) Food, beverages, glass containers, and animals are regulated as follows:

(a) Food and beverages are prohibited in the pool and on the wet deck area, except:

1. Commercially bottled water in plastic bottles is allowed on the pool wet deck for pool patron hydration.
2. Food and beverages served in accordance with subsection (5) below.

(b) All glass containers and products are prohibited in the fenced pool area or within 50 feet of an unfenced pool, except: Glass bottles of liquor used only by bartenders in a permitted swim-up bar.

(c) Animals, other than service animals, are prohibited in the fenced pool area or within 50 feet of an unfenced pool. However, individuals with a disability and service animal trainers may be accompanied by a service animal, as defined in Section 413.08, F.S., but the service animal is not allowed to enter the pool water or onto the drained area of an interactive water feature (IWF) in order to prevent a direct threat to the health of pool patrons.

(5) **Swim-up bars** are permitted as provided in this subsection. A “swim-up bar” means a public swimming pool used for the consumption of food or beverage by people and may include a permanent bar or counter within the pool area from which food and beverage are served to people in the pool. Swim-up bars must meet with the following criteria:

(a) Swim-up bars are only permitted at transient public lodging establishments licensed under Section 509.013(4)(a)1., F.S., or at a theme park or entertainment complex as defined in Section 509.013(9), F.S.

(b) Food and beverages are allowed on the wet deck area and in the pool, as follows:

1. All food and beverages must be provided to patrons in containers that are not made of glass or other vitreous materials, that if broken could result in patron injury.
2. Food products must be provided to patrons in spill-resistant clam-shell type containers.
3. Bartenders or attendants must remove and dispose of all metal tabs, lids, and caps that are used to seal manufactured beverage

containers before providing the beverage to the patron.

(c) A smooth, easily cleanable poolside surface must be provided for patrons to place their food and beverage containers upon.

(d) Signage must be posted to inform patrons that the public swimming pool has a swim-up bar that provides food and beverages, that spillages should be reported to staff for rapid cleanup, and that consumption of alcoholic beverages may cause drowsiness.

(e) Swim-up bar water quality shall be enhanced by providing a recirculation system with a maximum time of two (2) hours for turnover of the entire pool water volume.

(f) Swim-up bar water quality shall be continuously sustained in accordance with subparagraphs (1)(d)1.-3. above through the use of an automated controller with chemical sensing probes for disinfection and pH control.

(g) The maximum depth of the swim-up bar must be no more than 54 inches.

(6) The pool recirculation system must be operated at all times when the pool is open for use. The recirculation system may be shut off three hours after the pool closes but must resume operation three hours before opening the pool. Shut down time must be controlled by a time clock. When a variable speed pump is used, the recirculation system shall be operated such that it achieves the equivalent of 6 hours of treatment at 100% design flowrate during the daily closed period, or at least one complete water volume turnover, whichever is greater. Exception: vacuum DE systems are excluded from this allowance.

(7) The pool water level must be maintained at an elevation suitable for continuous skimming without flooding during periods of non-use.

(8) When use of a public swimming pool requires an admission or a membership fee, the most recent pool inspection report shall be posted in plain view of existing and potential members and patrons.

(9) Footbaths are prohibited.

(10) Test kits are required to be on the premises of all pools to determine free active chlorine and total chlorine using N, N-Diethyl-p-Phenylenediamine (DPD), or available bromine level, total alkalinity, calcium hardness, and pH. NSF/ANSI/CAN Standard 50-2020 level 1 accuracy-certified water quality test devices/kits or specific laboratory analysis methods identified by the chemical product manufacturer must be available to determine the concentration in pool water of all NSF/ANSI/CAN Standard 60-2021 approved chemicals that are fed or added to a public pool, or the chemical cannot be used. NSF/ANSI/CAN Standard 50-2020, Equipment and Chemicals for Swimming Pools, Spas, Hot Tubs and Other Recreational Water Facilities, October 21, 2020, is hereby incorporated by reference, has been deemed copyright protected, and is available for review at the Department of Health, Bureau of Environmental Health, 4025 Esplanade Way, Tallahassee, Florida 32311 or at the Department of State, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250.

(a) If the following chemicals are fed or added to the pool water, then test kits for the specific chemical must be used: cyanuric acid, sodium chloride, quaternary ammonium, ozone and copper.

(b) When silver is added as a supplemental disinfectant, a water analysis must be done every six months and be submitted to the department upon request.

(c) A test kit may be used for multiple pools, provided the pools have common ownership and they are located on contiguous property.

(d) The test kit shall be capable of measuring the level of disinfectant in the normal operating range.

(11) The keeping of a daily record of information regarding pool operation, using form DH 921, Monthly Swimming Pool Report, 3/98, hereby incorporated by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-06896>, shall be the responsibility of the pool owner or operator. Customized report forms may be substituted provided they contain the appropriate information and are made available to the department. The completed report shall reflect manually conducted pool water tests for pH and disinfectant levels at least once every 24 hours, and weekly testing for cyanuric acid when chlorinated isocyanurates are used at spas and pools, and shall be retained at the pool and made available to the department upon request. Any able person can test the pool water and record it in the report.

(12) Should a human fecal incident occur, the pool operator or owner shall comply with all recommendations found in the Centers for Disease Control and Prevention's (CDC) "Fecal Incident Response Recommendations for Aquatic Staff" dated June 22, 2018, hereby incorporated by reference and available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-15364>. Alternative emergency disinfection methods developed by industry, or by the application of new disinfection technology, or by the use of chemical disinfectants that are effective, safe, and appropriate for public bathing facilities, and are approved by the CDC, may also be used.

Rulemaking Authority 381.006, 514.021 FS. Law Implemented 381.006, 514.021, 514.031 FS. History--New 10-5-93, Formerly 10D-5.133, Amended 12-27-98, 5-27-04, 5-24-09, 7-20-16, 6-11-23.

64E-9.005 Construction Plan or Modification Plan Approval.

Rulemaking Authority 381.006, 514.021 FS. Law Implemented 381.006, 514.021, 514.025, 514.03, 514.031, 514.05, 514.06 FS. History—New 10-5-93, Formerly 10D-5.134, Amended 12-27-98, 5-27-04, 5-24-09, Repealed 7-20-16.

64E-9.006 Construction Plan Approval Standards.

Rulemaking Authority 381.006, 514.021 FS. Law Implemented 381.006, 514.021, 514.03, 514.031, 514.05, 514.06 FS. History—New 10-5-93, Formerly 10D-5.135, Amended 12-27-98, 5-27-04, 5-24-09, Repealed 7-20-16.

64E-9.007 Recirculation and Treatment System Requirements.

Rulemaking Authority 381.006, 514.021 FS. Law Implemented 381.006, 514.021, 514.03, 514.031, 514.05, 514.06 FS. History—New 10-5-93, Formerly 10D-5.136, Amended 12-27-98, 5-27-04, 5-24-09, Repealed 7-20-16.

64E-9.008 Supervision and Safety.

(1) All owners, managers, lifeguards or swimming instructors in charge of, or working at, public swimming pools shall be responsible for the supervision and safety of the pool.

(2) Lifeguard and Swimming Instructor Requirements.

(a) Definitions:

1. “Lifeguard” – Person responsible for the safety of the users of a public swimming pool.

2. “Nationally Recognized Aquatic Training Program” – A training and certification program for swimming instructors and lifeguards equivalent to the programs offered by the American Red Cross or the Y.M.C.A.

3. “Swimming Instructor” – Person who offers progressive swimming instruction.

(b) Lifeguards or swimming instructors, if provided, shall be in full charge of persons using the pool and shall have authority to enforce all rules. Lifeguards and swimming instructors shall be certified in lifeguarding or swimming instruction, respectively, by the American Red Cross, the YMCA or other equivalent national aquatic training agencies which meet the established standards, objectives and standards of care provided in the American Red Cross or YMCA programs. For the purpose of this rule, the standards found in the 2007 edition of the American Red Cross Lifeguarding Instructors Manual, the 2009 edition of the American Red Cross Water Safety Instructors Manual, the On the Guard, The YMCA Lifeguard Manual, (2011) Fifth Edition, (YMCA), The Youth and Adult Aquatic Program Manual (1999), and (YMCA) The Parent/Child and Preschool Aquatic Program Manual (1999), are hereby adopted by reference, have been deemed copyright protected, and are available for review at the Department of Health, Bureau of Environmental Health, 4025 Esplanade Way, Tallahassee, Florida 32399-1710 or at the Department of State, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250. Swimming instructors of developmentally disabled students shall also be certified in accordance with Section 514.072, F.S.

(c) Lifeguards and swimming instructors shall also be currently certified in first aid and in adult, child and infant cardiopulmonary resuscitation through the American Red Cross, the American Heart Association, the National Safety Council, the American Academy of Orthopaedic Surgeons, by Medic First Aid International, Inc., or by American Safety and Health Institute.

(d) Swim coaches are exempted from the swimming instructor certification requirement when training advanced level swimmers for competition.

(e) Verification of equivalence, as required above, shall be the responsibility of the department. The department shall form an ad hoc advisory group composed of professionals in the field of aquatics. This group shall consist of five members and shall make recommendations to the department regarding the equivalence of lifeguard or swimming instructor certification programs submitted to the department under paragraph (b), above. Members shall be appointed for a period of 3 years with such appointments being staggered so that the terms of no more than two members expire in any one year.

(f) Lifeguard, swimming instructor, cardiopulmonary resuscitation and first aid certificates or photocopies thereof shall be maintained at the pool location and be available for inspection by department personnel at any reasonable hour.

(3) Safety Equipment – All pools shall be equipped with the following:

(a) Safety drain outlet cover(s)/grate(s) and allowable secondary anti-entrapment devices as required by Section 514.0315, F.S.

(b) A shepherd’s hook securely attached to a one piece pole not less than 16 feet in length. Pools over 50 feet in length shall have a shepherd’s hook on each of the longer sides of the pool.

(c) At least one 18 inch diameter lifesaving ring with sufficient rope attached to reach all parts of the pool from the pool deck. Pools over 50 feet in length shall have a lifesaving ring on each of the longer sides of the pool.

(d) Safety equipment shall be mounted in a conspicuous place and be readily available for use.

(e) Spa pools under 200 square feet of surface area, and interactive water features or wading pools with two feet or less of water depth are exempt from this shepherd's hook and lifesaving ring requirement.

(4) Safety Lines – All pools with a slope transition shall maintain safety line anchors and a safety line in place at all times. A safety line may be temporarily removed from the pool for patrons to swim laps only when there is a safety attendant or lifeguard present, and it must be reinstalled to its proper location upon completion of the exercise.

(5) Pool covers and solar blankets shall only be used during times when the pool is closed. If a pool cover or solar blanket is installed, it shall be secured around the entire perimeter and designed to support a live load of an adult person, or the pool area shall be inaccessible to unauthorized individuals during times of cover or blanket use.

(6) Pool Rules and regulations – Rules for bathers shall be posted as approved by the jurisdictional building department.

(7) Night swimming – Pools shall not be open for swimming at night unless lighting is provided as approved by the jurisdictional building department. Pools authorized for night swimming shall be noted on the operating permit issued by the department. Night swimming shall be considered one half hour before sunset to one half hour after sunrise.

(8) Pools with heaters shall have a maximum water temperature of 104° F and a functional in-line thermometer.

(9) General Pool Maintenance for Patron Safety.

(a) The bathing load shall be posted and the owner/operator shall not permit the bathing load to be exceeded at any time.

(b) The filtration system for swimming pools shall be maintained as capable of meeting operating performance standards as identified on the most current operating permit. Flowrate may not be reduced or adjusted after the initial operating permit is issued unless approved in advance by the department. All other types of projects shall be maintained as sized according to the anticipated bathing load and proposed uses.

(c) Access – All pools shall be maintained with a means of access as approved by the jurisdictional building department.

(10) General Equipment Maintenance for Safety –

(a) Recirculation and treatment equipment such as, but not limited to filters, recessed automatic surface skimmers, ionizers, ozone generators, UV systems, automatic controllers, disinfection feeders and chlorine generators must be tested and approved using the NSF/ANSI Standard 50-2012. The standard and a list of certified products is available from www.NSF.org, and product certifications are available from other American National Standards Institute (ANSI) 3rd party accredited product certifiers. If standards do not exist for a specific product, the manufacturer should consult NSF or other ANSI accredited product certifier to develop such standards.

(b) The recirculation system shall be operated to maintain a minimum of four turnovers of the pool volume per day (once per 6 hours). Pools that are less than 1000 square feet at health clubs are required to provide eight turnovers per day (once per 3 hours). Other pool types shall maintain the following minimum pool turnover rate: spa pool – 30 minutes; IWF – 30 minutes; wading pool – 1 hour; water activity pool – 1 hour in pools two foot deep or less, or 2 hours in pools over two foot deep; zero depth entry pool – 1 hour in area less than three feet deep; water slide plunge pool – 2 hours; river ride – 3 hours, and wave pool – 3 hours. Validation of the turnover rate shall be determined by the rate of the flow indicator.

(c) For compliance with Section 514.0315, F.S., and to ensure the safety of bathers:

1. All safety features shall be tested and replaced when necessary, in accordance with the manufacturer's specifications. The operations manual shall be onsite.

2. The owner/operator shall provide a completed form DH 4157, Pool Owner/Operator Verification of Entrapment Safety Features, 09/2015, herein incorporated by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-06898>, to the department when a change in the safety feature occurs.

3. For an existing pool with a suction limiting vent (SLV) system, the system shall be tested annually by a chapter 489, F.S., licensed pool contractor or a Florida licensed professional engineer to validate that the vacuum release timing is in compliance with the criteria for safety vacuum release systems in Section 514.0315(2)(a), F.S. A copy of the testing shall be submitted to the department with the annual operating permit renewal application.

(d) Filters – Filters sized to handle the required recirculation flow shall be maintained to perform as originally installed in accordance with the manufacturer's specifications and remain functional as designed.

1. The maximum filtration rate in gallons per minute per square foot of filter area shall be: fifteen (15), or twenty (20) if so approved utilizing the procedure in this chapter below for high rate sand filters, three (3) for rapid sand filters, three-hundred-seventy-

five thousandths (375/1,000) for pleated cartridge filters, and two (2) for Diatomaceous Earth (D.E.) type filters.

2. Pressure filter systems shall be maintained to perform as originally equipped with a functional air relief valve, influent and effluent pressure gauges with minimum face size of two inches reading 0-60 pounds per square inch (psi), and a sight glass when a backwash line is required.

3. Vacuum filter systems shall be maintained to perform as originally equipped with a functional vacuum gauge which has a two inch face and reads from 0-30 inches of mercury.

4. D.E. filter elements shall be maintained as installed with a minimum one inch clear spacing between elements. All cartridges used in public pool filters shall be maintained as permanently marked with the manufacturer's name, pore size and area in square feet of filter material. All cartridges with end caps shall have the permanent markings on one end cap. The D.E. filter tank and elements shall be maintained as installed, such that the recirculation flow draw down does not expose the elements to the atmosphere whenever only the main drain valve is open.

(e) Disinfection and pH adjustment shall be maintained as added to the pool recirculation flow using automatic feeders meeting the requirement of NSF/ANSI Standard 50-2012. All chemicals shall be fed into the return line after the pump, heater and filters, unless the feeder was designed by the manufacturer and approved by the NSF to feed to the collector tank or to the suction side of the pump. Feeding chlorinated isocyanurates disinfectant is prohibited in spas, wading pools and interactive water features. Dual or multiuse feeders can be used if approved for and feeding an acceptable rate of alternate disinfectant. Where pH adjustment feeders are not present on these three types of pools that were required to replace chlorinated isocyanurates feeders, pH adjustment feeders shall be installed. Exception: spa pools of 100 square feet or less with original department approval to be built without a pH adjustment feeder.

1. Gas chlorination – When gas chlorination is utilized, the chlorinator shall be maintained as capable of continuously feeding a chlorine dosage of six (6) mg/L to the recirculated flow of the filtration system.

a. Gas chlorinators shall be maintained in above grade rooms and in areas which are inaccessible to unauthorized persons.

b. When booster pumps are used with the chlorinator, the pump shall use recirculated pool water supplied via the recirculation filtration system. The booster pump shall be maintained as electrically interlocked with the recirculation pump to prevent the feeding of chlorine when the recirculation pump is not operating.

2. Hypohalogenation and Electrolytic chlorine generators – The hypohalogenation type feeder and electrolytic chlorine generators shall continuously feed a dosage of six (6) mg/L to the minimum required turnover flow rate of the filtration systems. Required backup chlorine feeders and generators shall be operated at least once per month and this test shall be recorded in the monthly pool log.

3. Feeders for pH adjustment – Feeders for pH adjustment shall be provided on all pools. pH adjustment feeders shall be maintained as positive displacement type, shall be adjustable from zero to full range, and shall have an electrical interlock with the circulation pump to prevent discharge when the recirculation pump is not operating. When soda ash is used for pH adjustment, the maximum concentration of soda ash solution to be fed shall not exceed one-half pound soda ash per gallon of water. Feeders for soda ash shall be capable of feeding a minimum of three gallons of the above soda ash solution per pound of gas chlorination capacity. The minimum size of the solution reservoirs shall be maintained as not be less than 50 percent of the maximum daily capacity of the feeder. The solution reservoirs shall be marked to indicate the contents.

4. Ozone generating equipment –

a. The concentration of ozone in the return line to the pool shall not exceed 0.1 mg/L.

b. Ozone generating equipment shall be maintained as equipped with an air flow meter and a means to control the flow. The generator shall be maintained as electrically interlocked with the recirculation pump to prevent the feeding of ozone when the recirculation pump is not operating. A flow sensor controller can also be used to turn off the feeder when flow is not sensed.

5. UV equipment used for any purpose shall constantly produce a dosage of at least 40 mJ/cm² (milliJoules per square centimeter).

6. Ozone generators shall produce no more than a pool water contact concentration of 0.1 milligrams per liter (mg/L). The contact concentration in mg/L shall be calculated as the amount of ozone in grams per hours divided by the recirculation flow rate in gallons per minute times 4.41.

(11) Maintenance for Safety of Wading Pools –

(a) Automated Oxidation Reduction Potential (ORP) and pH controllers with sensing probes shall be maintained to assist in maintaining proper disinfection and pH levels.

(b) All wading pools shall have drainage to waste without a cross-connection through a quick opening valve to facilitate emptying the pool should a fecal accident occur. Should a fecal accident occur, the requirements of this chapter shall be met or the pool may be

drained and both the pool and the filter system and all plumbing shall be properly disinfected.

(12) Maintenance for Safety of Spa Pools –

(a) Oils, body lotions, and minerals – Oils, body lotions, and minerals or materials not associated with chemicals used for water chemistry balance, algae control, and disinfection of the water are prohibited in the spa pool.

(b) Automated Controllers – Automated Oxidation Reduction Potential (ORP) and pH controllers with sensing probes shall be provided and maintained on spa pools to assist in maintaining proper disinfection and pH levels.

(c) Spa pool signs shall be posted as approved by the jurisdictional building department.

(d) Should a fecal accident occur, the requirements of this chapter shall be met or the spa pool may be drained and both the spa pool and the filter system and all plumbing shall be properly disinfected.

(13) Maintenance for Safety of Water Recreation Attractions and Special Purpose Pools – A lifeguard and/or safety plan shall be submitted to the department with the application for the initial operation permit of water slide plunge pools and water activity pools when climbable structures are installed.

(a) Water slide plunge pools.

1. Pump reservoir volume minimum shall be equal to three minutes of the combined flow rate in gpm of all filter and slide pumps.

2. Pump reservoirs shall be accessible only to authorized individuals.

3. Filter areas minimum requirements shall be maintained as twice the filter areas specified for the recirculation rates stipulated for other pools in this chapter and FBC Section 454.1. The filtration system shall be capable of returning the pool water turbidity to five-tenths NTU within eight hours or less after peak bather load.

4. Disinfection equipment shall be maintained as capable of feeding 12 mg/L of halogen to the continuous recirculation flow of the filtration system.

(b) Water activity pools.

1. The recirculation-filtration system of water activity pools shall achieve a minimum of one turnover every two hours for water activity pools over two feet deep, and in one hour for these pools that are two feet deep or less.

2. All water activity pool signs shall be posted as approved by the jurisdictional building department.

(c) The recirculation-filtration system for zero depth entry pools shall be of a minimum of one turnover every two hours in the area of the pool that is three feet deep or less. In the remainder of the pool where the depth is greater than three feet, the system shall have a maximum six hour turnover rate.

(d) Special purpose pool projects may deviate from the requirements of other sections of this chapter. Only those deviations necessary to accommodate the special usage shall be allowed and all other aspects of the pool shall comply with the requirements of this chapter and the FBC section 454.1. The operating permit shall state the purpose for which the pool is to be used.

(e) Interactive Water Features (IWFs).

1. An automatic skimmer system shall be maintained if provided in the collector tank. A variable height skimmer may be used or a custom surface skimmer device may be substituted.

2. Chemical feeders shall be maintained as in accordance with this chapter, except that the disinfection feeder shall be capable of feeding 12 mg/L of free chlorine to the pressure side of the recirculation system or the collector tank (based upon a hypothetical 30 minute turnover of the contained volume within the system). Automated Oxidation Reduction Potential (ORP) and pH controllers with sensing probes shall be provided to assist in maintaining proper disinfection and pH levels.

3. Hydraulics.

a. The filter system shall filter and chemically treat all water that is returned to the spray features. The filter system shall draft from the collector tank and return filtered water directly to the spray features. Excess water not required by the spray features shall be returned to the collector tank.

b. Alternatively, the contained volume of the system may be filtered and chemically treated based upon a 30 minute turnover of the contained volume with 100% returned to the collector tank by manifold piping. If this alternative is chosen, all water returned to the spray feature(s) must also be treated with an Ultraviolet (UV) light disinfection equipment to accomplish protozoan destruction in accordance with sound engineering. This alternative must have the ability to feed 6 mg/L free chlorine to the feature water as it is returned to the spray feature. The UV disinfection equipment shall be electrically interconnected such that whenever it fails to produce the required UV dosage, the water spray features pump(s) and flow will be immediately stopped.

c. An automatic water level controller shall be provided.

d. Where the filter system described in sub-subparagraph 3.a., above, is utilized, a second filter system and disinfection system

shall be provided to treat the water in the collector tank when the feature/filter pump is not in operation. Said system shall be capable of filtering the total volume of water in the collector tank in 30 minutes and the disinfection system shall be capable of providing 12 mg/L of disinfectant to this flow rate.

4. All IWF pool rule signs shall be posted as approved by the jurisdictional building department.

(f) Rules and regulations for water theme parks shall be posted as approved by the jurisdictional building department.

Rulemaking Authority 381.006, 514.021, 514.071 FS. Law Implemented 381.0015, 381.006, 514.021, 514.025, 514.03, 514.031, 514.0315, 514.05, 514.06, 514.071 FS. History--New 10-5-93, Formerly 10D-5.134, 10D-5.137, Amended 12-27-98, 5-27-04, 5-24-09, 7-20-16.

64E-9.009 Wading Pools.

Rulemaking Authority 381.006, 514.021 FS. Law Implemented 381.006, 514.021 FS. History--New 10-5-93, Formerly 10D-5.138, Amended 12-27-98, 5-27-04, 5-24-09, Repealed 7-20-16.

64E-9.010 Spa Pools.

Rulemaking Authority 381.006, 514.021 FS. Law Implemented 381.006, 386.01, 386.02, 386.03, 386.041, 386.051, 514.011, 514.021, 514.03, 514.031, 514.05, 514.06 FS. History--New 10-5-93, Formerly 10D-5.139, Amended 12-27-98, 5-27-04, 5-24-09, 7-20-16.

64E-9.011 Water Recreation Attractions and Specialized Pools.

Rulemaking Authority 381.006, 514.021 FS. Law Implemented 381.006, 514.021, 514.03, 514.031, 514.05, 514.06 FS. History--New 10-5-93, Formerly 10D-5.140, Amended 12-27-98, 5-27-04, 5-24-09, Repealed 7-20-16.

64E-9.012 Special Purpose Pools.

Rulemaking Authority 381.0011, 381.006, 514.021 FS. Law Implemented 381.0011, 381.0015, 381.0025, 381.006, 386, 514 FS. History--New 10-5-93, Formerly 10D-5.141, Repealed 12-27-98.

64E-9.013 Bathing Places.

(1) General – All public bathing places are required to conduct monitoring for water quality, reporting these results to the department, notice to the department and public notification upon exceedance of water quality violations. As of April 29, 2012, bathing place operation permits are no longer required from the department by law.

(2) Operational water quality – The water shall be free of chemical and physical substances known or suspected of being capable of creating toxic reactions or skin or membrane irritations. Algae and aquatic vegetation shall be controlled so that no hazard to bathers results.

(a) Bacteriological samples shall be collected by the owner/manager and tested monthly. A set of two samples shall be collected for every 500 feet of shoreline, the samples shall be taken a foot below the surface in three feet of water and at least 25 feet apart. The samples shall be analyzed by a DOH certified laboratory using EPA approved methods for ambient water and the results submitted to the department within 10 days after the end of the month.

1. Should the test results of these samples exceed the standards in subsection 64E-9.013(3), F.A.C., below, the county health department shall be notified within 24 hours of receipt of results by the owner/manager from the lab, and re-sampling by the owner/manager shall be required within 24 hours. All sampling results shall be submitted to the county health department.

2. If 24 hour re-sampling is not possible for any reason, then the bathing place owner/manager shall immediately post a No swimming advisory based upon these initial results during the time period waiting for re-sampling results. If the 24 hour confirmation samples reveal an exceedance of the standards, the bathing place owner/manager shall immediately post a No swimming advisory, form DH 4158, Bathing Place Public Health Advisory Sign – Poor Water Quality, 02/13, incorporated by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-06899>, or sustain the already-posted advisory until additional testing reveals the water meets single sample standards again. The department shall post the advisory if the owner/manager does not. Only samples collected after the initial advisory shall be used to compare and calculate when the advisory may be rescinded. If a pollution source is identified, that source shall be eliminated before rescinding the bathing place advisory.

(b) County health departments shall perform an inspection upon receipt of test results exceeding standards, or upon receipt of a

complaint from the public concerning safety, sanitation, illness, or water quality, and this inspection may include:

1. A site inspection in light of the original sanitary survey, changed natural conditions, changed use conditions, and originally permitted facilities.

2. A bacteriological test consisting of the normal monthly sampling requirement. The fecal coliform, *E. coli* or enterococci density must not exceed the single sample standards of subsection 64E-9.013(3), F.A.C.

3. A water clarity test wherein an 8" black and white secchi disk shall be visible to a minimum depth of four feet.

4. The bathing place shall be posted with an advisory or swimming prohibited, as appropriate, by the owner/manager or the department if inspection reveals water clarity violations, unsafe bacterial test results, or immediate hazards to health or safety such as, but not limited to sewage in water, broken glass, dangerous wildlife, hazardous structural or electrical conditions, toxic algal blooms, or other serious disease agents present.

5. Muck or silt shall not be present from the shoreline to a depth of five feet and aquatic vegetation shall be controlled.

6. Should an incident or finding of the county health department warrant it, site specific signage shall be provided. The bathing load shall be posted and due consideration shall be given to safety guidelines such as steep slope, diving areas, deep water, underwater obstruction, dangerous wildlife, or lifeguard not on duty. Additional signage shall be provided if the bathing area is longer than 300 feet.

7. Platforms, diving boards, docks, beaches and walkways shall be kept clean and in good repair. Diving areas shall be readily identified, and shall have and maintain adequate water depth for safe diving based on the depth requirements of public swimming pool construction requirements.

8. Glass items and domestic animals are prohibited in the bathing area and on the adjacent beach area.

9. Sanitary facilities shall be provided and maintained in good working order with all necessary supplies.

(3) Bacteriological Standards – Either fecal coliform, *E. coli*, or *enterococci* bacteria shall be tested for, at the option of the permit holder. All samples tested will be considered to determine compliance, unless found to be invalid by the certified lab or county health department. The *enterococci* density shall not exceed 61 colony forming units (CFU) per 100 mL of water in any single sample; or the *E. coli* density shall not exceed 235 CFU per 100 mL of water in any single sample; or the fecal coliform shall not exceed an average of 200 CFU per 100 mL of water, nor 400 per 100 mL of water in 10 percent of the samples, nor 800 CFU per 100 mL of water in a single sample. This average shall be expressed as geometric means using at least ten samples per 30 day period. Multiple samples collected on any one day during routine monthly sampling shall be arithmetically averaged to determine compliance for the bathing place.

Rulemaking Authority 381.006, 514.021 FS. Law Implemented 381.006, 514.021, 514.03, 514.031, 514.04, 514.05, 514.06 FS. History—New 10-5-93, Formerly 10D-5.142, Amended 12-27-98, 5-27-04, 5-24-09, 7-20-16.

64E-9.014 Authorization and Operating Permit.

Rulemaking Authority 381.0011, 381.006, 514.021 FS. Law Implemented 381.0011, 381.0015, 381.0025, 381.006, 386, 514 FS. History—New 10-5-93, Formerly 10D-5.143, Repealed 12-27-98.

64E-9.015 Fee Schedule.

(1) Operating Permit Issuance for Swimming Pools:

(a) Initial Operating Permit – \$150.00.

(b) Annual Operating Permit or Annual Renewal – Full annual fee if the authorization was issued from July 1st to December 31st; one half the annual fee if the authorization was issued from January 1st to June 30th. Payment is not required for a replacement copy of an operating permit or reissuances of an operating permit due to change of ownership or name.

1. Pools greater than 25,000 gallons and bathing places – \$250.00.

2. Pools of 25,000 gallons or less – \$125.00.

3. Exempted condominiums/cooperatives with over 32 units – \$50.00.

(2) Variances – Review of application for variance – \$300.00.

Rulemaking Authority 381.006, 514.021, 514.033 FS. Law Implemented 514.021, 514.03, 514.031, 514.033 FS. History—New 10-5-93, Formerly 10D-5.144, Amended 12-27-98, 5-27-04, 5-24-09, 7-20-16.

64E-9.016 Variances.

A variance from requirements of these rules may be requested by the pool owner or their representative to relieve or prevent hardship only in cases involving deviations from the rule, when it is shown that the hardship was not caused intentionally by the action of the applicant, where no reasonable alternative exists and the health and safety of the pool patrons is not at risk. Application for variance shall be submitted through the county health department utilizing DOH Form 4080, Application for Variance from chapter 64E-9, F.A.C., 07/08, which is incorporated by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-06981>. Each application can be accompanied by supportive materials such as drawings, pictures or manufacturer's specifications and a fee must be paid in accordance with subsection 64E-9.015(2), F.A.C. Applications must be received by the county health department at least 30 days prior to the scheduled meeting of the Governor's Swimming Pool Advisory Board. Walk-in applications at the Board meeting may be reviewed only if there is time available as determined by the Chair. Each walk-in applicant must provide evidence they: have paid the variance fee to the county health department, have received a department review of the application, and applicant provides eight full sets of the application package to the Board.

Rulemaking Authority 381.006, 514.0115, 514.021 FS. Law Implemented 514.0115, 514.021, 514.028, 514.051, 514.06 FS. History—New 10-5-93, Formerly 10D-5.145, Amended 12-27-98, 5-24-09, 7-20-16.

64E-9.017 Enforcement.

Any public pool can be immediately posted closed by the department as not being in compliance with this chapter whenever any of the following conditions occur:

- (1)(a) The disinfectant level is below the minimum or above the maximum that is prescribed in this chapter.
- (b) The pH of the pool water is below 7.2 or above 7.8.
- (c) The clarity of the pool water is such that the main drain grate is not readily visible from the pool deck.
- (d) The recirculation system or disinfection feeding equipment is missing or not functioning.
- (e) Any portion of the anti-entrapment system is missing or not functional, or a main drain cover/grate is missing, unsecured, improperly secured, damaged, or does not meet the requirements of this chapter by the dates specified.
- (f) Operation without a valid permit.
- (g) Direct suction exists on the main drain or other outlets, except vacuum fittings, automatic surface skimmer(s), and their equalizer grates provided the flow velocity through the equalizer grate does not exceed 1.5 feet per second, or the corrective actions specified in this chapter and Section 514.0315, F.S., are not completed by dates specified.
- (h) Any other conditions which endangers the health, safety, or welfare of persons using the pool, which may include, but is not limited to: a drowning hazard, broken glass, sharp edged or broken tile or metal, fecal accident(s), electrical code violation, or severe biological growth. The department may attach a sign that states "Pool Closed. This pool is not in compliance with Chapter 64E-9, F.A.C., and may endanger the health, safety or welfare of persons using this facility." With the department's permission, the pool operator may remove signs from the pool area immediately following correction of the cited deficiencies provided the county health department is notified of this action.

(2) Correction of Unauthorized Modifications.

(a) When it is discovered that a pool has been modified from the original approved plans and application, corrective actions and replacement shall be allowed to occur to bring the pool back into compliance with the plans and applications as approved without the requirement for a modification permit, unless any of the following exist:

1. Critical conditions identified in paragraphs 64E-9.017(1)(d) and (g), F.A.C., above, are discovered.
2. The original approved plans and application are not available for verification.
3. The extent of the unauthorized modification cannot be readily determined by the department or the design engineer.
4. The corrective construction or replacement will place the pool in violation of current pool construction rules.
5. The construction repair is regulated under the FBC 454.1 by the jurisdictional Building official.
6. Other unsanitary or unsafe conditions apparent to the department or the design engineer.

(b) Whenever any of the conditions subparagraphs 1 through 6, above, exist, the owner shall make application to the jurisdictional Building department for a modification permit to authorize any construction required to restore the condition of the pool to an approved or original condition. A copy of this permit application shall be provided to the department.

Rulemaking Authority 381.006, 514.021, 514.05 FS. Law Implemented 381.006, 514.021, 514.04, 514.05, 514.06 FS. History—New 10-5-93, Formerly 10D-5.146, Amended 12-27-98, 5-27-04, 5-24-09, 7-20-16.

64E-9.018 Public Pool Service Technician Certification.

An individual who services a public pool by maintaining the cleanliness, water quality and chemical balance of public pools shall be certified. To be certified an individual must demonstrate knowledge of public pools. Examples of such knowledge include: pool cleaning, general pool maintenance, make-up water supply, bacteriological, chemical and physical quality of water and water purification, testing, treatment, and disinfection procedures. To ensure that the pool technicians are knowledgeable, said technician shall attend a training course of national recognition that is approved by the department of at least 16 hours in length and shall pass a test acceptable to the department. Certification is conferred upon an individual and is nontransferable. Certification does not imply any licensure and specifically not that of contractor as regulated by the Department of Business and Professional Regulation under Section 489.105(3)(j), (k), or (l), F.S. A certified pool technician may not affect the structural integrity of the pool or equipment, and shall not delegate work to others, including employees, that are not themselves certified under this section, or otherwise exempt from this provision per Chapter 514, F.S.

(1) Training shall include the following study topics for the hours indicated:

- (a) Swimming pool calculations 1 hour;
- (b) Filter type and filtration circulation 4 hours;
- (c) Water chemistry – balancing & testing 5 hours;
- (d) Spas and warm water pools 1 hour;
- (e) Pool and spa maintenance 2 hours;
- (f) Operational and safety requirements 2 hours; and,
- (g) State health code Chapter 64E-9, F.A.C., 1 hour.

(2) Course materials must be provided that cover the required topics in detail. The course approval shall be contingent upon their meeting the items listed in subsection (1), above, and the subjects listed in Section 514.075, F.S. The test approval shall be contingent upon all of the questions being related to the subject areas listed in subsection (1), above, and the subjects listed in Section 514.075, F.S., with at least 10% of the questions from the subject areas in paragraphs (1)(a) through (f), above, and the remaining 40% covering any of the seven pool subject areas listed in this rule or Section 514.075, F.S. The minimum passing score for the test shall be no less than 70% correct for all questions. There shall be a minimum of 50 questions.

(3) Any individual or organization requesting the department to review their courses for compliance with the requirements of this rule, must submit copies of their training materials to the department prior to providing that training within the state. A copy of the test to be given, answers to the test questions, and a statement indicating the length of time a classroom topic will be conducted shall be included. The department shall review the materials and inform the applicant of its findings within 60 days from receipt of all training materials.

(4) The department shall deem certified any individual who has been proven certified by a course of national recognition.

(5) This requirement does not apply to a person or the direct employee of a person permitted as a public pool operator under Section 514.031, F.S. Further, persons licensed under Section 489.105(3)(j), (k), or (l), F.S., shall be deemed certified.

(6) Proof of certification shall be posted conspicuously in the equipment room of each pool serviced or must otherwise be available for inspection by the department.

(7) Any reference to department approval shall state no more than: “This course is approved by the Florida Department of Health for student certification as a Public Pool Service Technician under Chapter 514, F.S., and Chapter 64E-9, F.A.C.”

Rulemaking Authority 381.006, 514.021, 514.075 FS. Law Implemented 514.025, 514.075 FS. History—New 9-25-97, Amended 5-27-04, 5-24-09.

**HIGHLAND MEADOWS II
COMMUNITY DEVELOPMENT
DISTRICT**

AMENITY POLICIES & RATES

**ADOPTED APRIL 12, 2018
AMENDED AUGUST 14, 2019
AMENDED SEPTEMBER 11, 2019**

DEFINITIONS

“Amenities” or “Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the playground, dog park, soccer fields, and pool and cabana area, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” – shall mean these Amenity Policies and Rates of the Highland Meadows II Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies when and as necessary and will notify Patrons of any changes by posting the revised Policies on the District’s website. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – shall mean the Highland Meadows II Community Development District’s Board of Supervisors.

“District” – shall mean the Highland Meadows II Community Development District.

“District Staff” – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

“Household” – shall mean those individuals residing within the immediate household of a Patron. This can consist of individuals who have not yet attained the age of eighteen or individuals over the age of eighteen (18) actually residing in the household. This does not include visiting relatives, or extended family not residing in the home. Proof of residency for individuals over the age of eighteen (18) years is required by driver’s license or state or federal issued form of identification. A signed affidavit of residency shall be required for individuals under the age of eighteen (18) years.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron over the age of eighteen (18) years to use the Amenities.

“Access Card” – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

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

“Non-Resident Patron” – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean Residents, Guests, Non-Resident Patrons, and Renters who are eighteen (18) years of age and older.

“**Renter**” – shall mean an individual maintaining his or her residence in a home located within the District pursuant to a valid lease agreement. Proof of valid lease agreement shall be required.

“**Resident**” – shall mean any person or Household owning property within the District, or such other Household subject to the terms and conditions of any interlocal agreement for the use of the Amenities.

AMENITIES ACCESS AND USAGE

Only Patrons and Guests have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies. All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any accidents, personal injury or death, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions, or negligence of other persons using the Amenities.

Resident Access and Usage. Residents must pay Operations & Maintenance Assessments applicable to property owners within the District in accordance with the District’s annual assessment resolution. Payment of Operations & Maintenance Assessments covers the Annual User Fee for such Resident and entitles the Resident to use of the Amenities for the corresponding fiscal year of the District, which year begins October 1 and ends September 30. Residents must complete the Amenity Access Registration Form prior to access or use of the Amenities.¹

Non-Resident Access and Usage. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.

Guest Access and Usage. Each Patron Household and Non-Resident Patron Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron over the age of eighteen (18) years must accompany Guests at all times during Guests use of the Amenities and are responsible for any and all actions taken by such Guests. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron’s access and usage privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household or Non-Resident Patron Household’s access and usage privileges.

Renter’s Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident’s privileges to use the Amenities upon written documentation. Residents may retain their Amenities rights in lieu of granting them to their Renters. Residents may not retain their rights to use the Amenities and grant them to Renters at the same time for the same residential property.

1. A Renter who is designated by a Resident as the beneficial user of the Resident’s rights to use

¹ The District has entered into a number of Interlocal Agreements with other governmental entities pursuant to which a proportionate share of the Operation and Maintenance costs are paid.

the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident. A Renter will be required to provide proof of residency (i.e. a copy of the lease agreement) and pay any applicable fee before he or she receives an Access Card. Such Renter shall receive an Access Card which shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

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

Access Cards. Each Patron Household will be issued one (1) Access Card by District Staff upon completion of the Amenity Access Registration Form. Access Cards will allow Patrons entry to the Amenities during regular operating hours of the Amenities.

Patrons must scan their Access Card in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

SMOKING, DRUGS, AND ALCOHOL

Smoking, including vapor and electric devices, is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to District Staff.

Possession, use, and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls), pool and cabana area, soccer fields, tennis courts, playgrounds, parking lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL AMENITY POLICIES

Hours of Operation. All hours of operation of the Amenities will be established and published by the District on its website. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Unless otherwise posted on the website, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website. No Patron or Guest is allowed in the service areas of the Amenities.

General Usage Guidelines. Except as otherwise stated herein, the following guidelines govern the use of the Amenities generally. Specific policies for each Amenity are outlined in the respective section for each herein.

- (1) ***Registration and Access Cards.*** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Household Access Card available for inspection. An Access Card is only to be used by the Patron Household to whom they are issued. Patrons must have at all times in their possession their Household Access Card to enter and use the Amenities, and must present their Access Card upon request by District Staff.
- (2) ***Attire.*** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the bath rooms.
- (3) ***Food and Drink.*** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
- (4) ***Parking and Vehicles.*** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District staff. Off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
- (5) ***Fireworks.*** Fireworks of any kind are not permitted anywhere on District owned property or adjacent areas.
- (6) ***Skateboards, Etc.*** Bicycles, skateboards, or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, athletic fields, playground area, and sidewalks surrounding these areas.
- (7) ***Grills.*** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.

- (8) **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
- (9) **Equipment.** All District equipment, furniture, and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items are in need of repair, maintenance, or cleaning.
- (10) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- (11) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
- (12) **Cellular Phones.** To prevent disturbance to others, use of cellular telephones should be limited while using the Amenities and Patrons and Guests are asked to keep their ringers turned off or on vibrate while using the Amenities.
- (13) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted.
- (14) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (15) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (16) **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (17) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District staff or contractors may result in suspension or termination of Amenity access and usage privileges.
- (18) **Emergencies.** In the event of an injury, property damage, or other emergency, please contact District Staff immediately in accordance with the terms of this policy contained herein.
- (19) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card.

DOG PARK POLICIES

The Dog Park is restricted to use only by Patrons of the Highland Meadows II Community Development District and their guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.

- (1) Dogs must be on leashes at all times, except within the Dog Park area.
- (2) Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (3) Dog handler must have the leash with them at all times.
- (4) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (5) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) Limit three dogs per Adult dog handler.
- (7) Puppies under four months of age should not enter the Dog Park.
- (8) Children under the age of twelve (12) are not permitted within the Dog Park area.
- (9) Dog handlers are responsible for the behavior of their animals.
- (10) Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
- (11) Female dogs in heat are not permitted in the Dog Park.
- (12) Human or dog food inside the Dog Park is prohibited.
- (13) Dog handlers must clean up any dog droppings made by their pets.
- (14) Dog handlers must fill in any holes made by their pets.
- (15) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
- (16) Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (17) The Dog Park is designated a “No Smoking” area.

USE OF THE DOG PARK IS AT YOUR OWN RISK

Your voluntarily use of the Dog Park evidences your waiver of any claims against the Highland Meadows II Community Development District resulting from activities occurring at the Dog Park. The Highland Meadows II Community Development District is not responsible for any injury or harm caused by use of the Dog Park.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Minors under the age of sixteen (16) years must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older within arm's length at all times when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings, swim rings and other flotation devices identified as "infant flotation devices" used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. One (1) Foam Pool Noodle is allowed per person. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.
- (7) **Horseplay** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (8) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps or other dangerous actions are prohibited.
- (9) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by District Staff.
- (10) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- (11) **Entrances.** Pool entrances must be kept clear at all times.
- (12) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (13) **Swim Diapers.** Children under the age of three (3) years, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.

(14) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.

(15) **Pool Closure.** In addition to Polk County and the State of Florida Health Code Standards, and as noted above, the pool will be closed for the following reasons:

- During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
- For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
- Operational and mechanical treatments or difficulties affecting pool water quality.
- For a period of time following any mishap that results in feces or vomit in the pool water.
- Any other reason deemed to be in the best interests of the District as determined by District staff.

(16) **Containers.** Glass containers are not permitted in the pool area.

(17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect during the rental of other Amenity areas.

(18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

PLAYGROUND, AND PARK POLICIES

(1) **Use at Own Risk.** Patrons and Guests may use the playgrounds and parks at their own risk and must comply with all posted signage.

(2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.

(3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children under the age of thirteen (13) years. Children must remain in the sight of adult supervisor at all times. All children are expected to play cooperatively with other children.

(4) **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.

(5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.

(6) **Food & Drink.** No food, drinks or gum are permitted on the playground, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.

(7) **Glass Containers.** No glass containers are permitted.

SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **General Policy.** All persons using the Amenities and entering District property are responsible for compliance with, and shall comply with, the Amenity Policies established for the safe operations of the District's Amenities. District Staff must protect the rights and privileges of rule-abiding Patrons, and inappropriate behavior by Patrons or their Guests will not be tolerated.
- (2) **Suspension of Access and Use Privileges.** The District, through its Board, District Manager, Amenity Manager, and District Counsel shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:
 - a. Submits false information on any application for use of the Amenities;
 - b. Permits the unauthorized use of an Access Card;
 - c. Exhibits unsatisfactory behavior, deportment or appearance;
 - d. Fails to pay amounts owed to the District in a proper and timely manner;
 - e. Fails to abide by any District rules or policies (e.g., Amenity Policies);
 - f. Treats the District's supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
 - g. Damages or destroys District property; or
 - h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.
- (3) **Authority of District Staff and Members of the Board of Supervisors.** District Staff or their designee, and any member of the Board of Supervisors, has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.
- (4) **Process for Suspension or Termination of Access and Use Privileges.** Subject to the rights of District Staff set forth in Section 3 above, the following process shall govern suspension and termination of privileges:
 - a. Offenses:
 - i. First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
 - ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
 - iii. Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be

presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.

- b. Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.
- c. Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.
- d. Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

(5) ***Legal Action; Criminal Prosecution.*** If any person is found to have committed any of the infractions noted in Section 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

USE AT OWN RISK; INDEMNIFICATION

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

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all

attorney’s fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

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

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

SOVEREIGN IMMUNITY

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

SEVERABILITY

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

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above amended policies were adopted on April 12, 2018, by the Board of Supervisors for the Highland Meadows II Community Development District.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

**EXHIBIT A
AMENITY RATES**

TYPE	RATE
Annual User Fee	\$2500.00
Additional Household Member Access Card	\$10.00
Replacement Access Card	\$30.00

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

Amenity Facilities Access Card Registration Form

NAME: _____ DOB IF UNDER 18: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ACCEPTANCE:

I acknowledge receipt of one (1) Facility Access Card and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my Facility Access Card. It is understood that Facility Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its agents, officers and employees from any and all liability for any injuries that might occur in conjunction with the use of any of the District's amenity facilities (including but not limited to: swimming pools, playground equipment, other facilities), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

RECEIPT OF DISTRICT RULES & RATES:

I acknowledge that I have been provided and understand the terms in the **Amenity Facility Policies**.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amenity Facility Policies** for the most current policies regarding guests.

PLEASE RETURN THIS FORM TO:

Highland Meadows II Community Development District
Attn: Amanda Ferguson
Governmental Management Services
19337 Shumard Oak Drive, Ste 101
Land O'Lakes, FL 34638
Telephone: (813) 435-9119
Email: aferguson@gmscfl.com

OFFICE USE ONLY

Date Received

Date Entered in System

Staff Member Signature

Facility Access Card Number:

New Construction: _____

Re-Sale: _____

Prior Owner: _____

Rental: _____

Landlord/ Owner: _____

Lease Term: _____

Non- Homeowner: _____

Homeowner Name: _____

Replacement Card #: _____

Date: _____

Cash/Check #: _____

Staff Int.: _____