

*Permission to use any of the Herons Glen Recreation District Facilities and services is granted only on the condition that the user has unconditionally agreed to do so in compliance with these Policies and Procedures.*



***Recreation District***

**POLICIES & PROCEDURES**

***Revised***

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# I. ADMINISTRATIVE CODE AND POLICIES

## A. Herons Glen Recreation District Purpose

The Herons Glen Recreation District (the “District”) is an independent special district of the State of Florida created pursuant to Chapter 418, Florida Statutes (the “Act”), Ordinance No. 98-08 enacted by Lee County, Florida on April 28, 1998 (the “Charter”), a referendum of the qualified electors of the District and other applicable law. The purpose of the District is to finance, acquire, plan, improve, own, operate, equip, maintain and manage recreational facilities within the District, as more fully set in, and subject to the provisions of, the Act and the Charter.

## B. Herons Glen Recreation District Mission Statement

Herons Glen Recreation District is a Florida Special District, a community that provides quality recreation, activities, and programs for all residents. We strive to provide excellent financial value and well-maintained facilities to satisfy varied interest groups and promote healthy lifestyles.

## C. Herons Glen Recreation District Vision Statement

Continue to be one of the premier active adult communities in Southwest Florida that provides an excellent value for our current and future residents.

## D. Herons Glen Recreation District Location

The District is located in Lee County, Florida. The boundaries of the District are set forth in the Charter.

## E. Purpose of Policies and Procedures: Definitions

The purpose of these Policies and Procedures is to describe the general operations of the District. Definitions set forth within any section hereof shall be applicable within all other sections, unless specifically stated to the contrary.

## F. General Information Concerning the District

1. District Principal Office - The District’s principal office shall be that of the General Manager located at 2250 Herons Glen Boulevard, Suite 100, North Fort Myers, Florida 33917, or such other address as the Board may designate. The principal office is open for business during the posted hours on all weekdays, except State holidays and declared emergencies or posted closures.
2. Fiscal Year -The fiscal year of the District shall begin October 1 of each year and end September 30 of the following calendar year.
3. District Depository - The Board is authorized to select, from time to time, as a depository of funds any qualified public depository as defined in Florida Statutes. Surplus funds may be invested in accordance with District financial policies and procedures.
4. Records - All minutes, including Resolutions and all documents evidencing ownership of District property or rights in other property shall be retained in accordance with Florida General Records Schedule Gs1-SI for state and local government agencies. This general records schedule is issued by the Department of State’s Division of Library and Information Services, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes. Public Records - All public records of the District shall be available for public inspection pursuant to Chapter 119, Florida Statutes, except those specifically exempted by Florida Statutes. Any person wishing to examine public records of the District may do so during normal business hours at the office of the General Manager.
5. Copying of Public Records - . Copies of public records shall be made available to the requesting person at the rates provided in FL statutes Chapter 119.
6. District Audit - In accordance with Chapter 218, Florida Statutes, the Board must cause an annual financial audit of the District’s accounts and records. The financial audit of the District must be performed by an independent certified public accountant and completed within 9 months after the end of the fiscal year. The District is required to comply with the rules of the auditor general. The Board will establish an

Auditor Selection Committee as required by FL statutes Chapter 218. As specified in the statute, the chair of the committee must be a Supervisor and no District employee may be a member of the committee. This committee solicits bids from qualified CPA firms and recommends an auditor to the Board.

## **G. Meetings**

1. General Meetings.
  - a. The Board shall hold regular meetings. At a minimum, the meetings of the Board will comply with the provisions of Chapters 189, and 286, Florida Statutes. All meetings of the Board shall be open for public access under the provisions of Chapter 286, Florida Statutes.
  - b. A meeting may be canceled, provided that notice of cancelation shall be given by means calculated to give the best reasonable notice possible of such cancelation.
2. Special Meetings; Emergency Meetings
  - a. Special meetings of the Board may be held at any time upon the written or oral call of the Chairman, Vice-Chairman, or any three (3) members of the Board.
  - b. Notice of any such special meeting shall be given personally to all members of the Board by means calculated to provide the best opportunity to inform each Board Member of the time, place and date of such meeting. Seven days' notice shall be given except in cases of emergency, in which case a meeting to deal with the emergency may be held as necessary, with reasonable notice, so long as any action taken at the meeting is subsequently ratified by the Board. The advertisement shall be placed in that portion of the newspaper where legal notices and classified advertisements appear.
3. Meeting notices shall state at a minimum:
  - a. the date, time and place of the meeting;
  - b. a brief description of the purpose of the meeting;
4. Conduct of Business
  - a. The conduct of all business at regular meetings shall be governed by Florida Statute and the usual rules of parliamentary order. Roberts Rules of Order, current edition, shall be the guide for such usual rules of parliamentary procedure.
  - b. The procedure for all items to be voted on at a regular meeting shall be as follows: Once a motion on a matter has been made and seconded, all Board members will be afforded the opportunity to fully discuss the matter. After all Board discussion, and prior to taking a vote, the floor may be opened for resident comments on the matter. Upon conclusion, the matter shall be put to a vote of the Board.
  - c. Any New Business to be voted on at a regular Board meeting should be presented to the Supervisors three (3) business days prior to the meeting to allow sufficient time to review but the Board by unanimous consent may shorten that time.
5. Quorum
  - a. No decision or action of the Board shall be effective unless a quorum is present. A quorum shall consist of three (3) physically present members of the Board.
  - b. No decision or action of the Board shall be effective unless approved by at least three (3) physically present members of the Board.

## **H. The District Governing Body: Officers**

1. District Governing Body - The District is governed by a five (5) member Board (the "Board") which shall exercise all powers granted to the District by the Charter and the laws of Florida.
2. Organization of Board - Annually, the Board shall, at a minimum, select a Chair and Vice-Chair of the Board and a Treasurer and an Assistant Treasurer and a Secretary and an Assistant Secretary of the District. Each of the persons selected to hold such positions shall serve for a term of one (1) year or until their successor is elected or until their earlier resignation, removal from office or death.
3. District Chair - The Chair shall be a member of the Board with full rights of participation to make, second, and discuss a motion as any other Board member. The Chair shall convene and conduct all meetings of the Board and shall have such other authority and responsibilities as specifically delegated by the Board from



time to time, including the authority to call a member, or other attendee, to order for lack of proper decorum. The Chair shall sign resolutions and other legislative documents for the Board and all contracts and instruments to which the District is a party, on behalf of the District. If the Chair ceases to be a member of the Board, the Board shall select a Chair to serve the remainder of the term, after filling the Board vacancy.

4. District Vice-Chair - The Vice-Chair shall be a member of the Board and shall perform all duties of the Chair in the absence of the Chair and such other duties and responsibilities as specifically delegated by the Board from time to time. If the Vice-Chair ceases to be a member of the Board, the Board shall select a Vice-Chair to serve the remainder of the term, after filling the Board vacancy.
5. District Secretary - The District Secretary shall be a member of the Board. The District Secretary shall attest the signature of the Chair on all resolutions and other documents to which the District is a party.
6. Assistant District Secretary - The Assistant District Secretary shall perform all duties of the District Secretary in the absence of the District Secretary.
7. District Treasurer - The District Treasurer shall be a member of the Board. The District Treasurer shall have charge of the funds of the District and such other duties as may be assigned by the Board from time to time.
8. Assistant District Treasurer – The Assistant District Treasurer shall be a member of the board. The Assistant District Treasurer shall perform the duties of the District Treasurer in the absence of the District Treasurer or with specific written authorization of the District Treasurer.
9. Other District Officers - The Board may appoint assistants and other officers of the District and give to such officers such powers and duties as the Board may deem appropriate.

#### **I. Vacancies of Board**

If during the term of office of a Board member a vacancy occurs, the remaining members of the Board shall fill the vacancy by appointment of a qualified person residing in the District for the remainder of the unexpired term. If three or more vacancies occur at the same time a quorum is not required to fill vacancies.

#### **J. Compensation**

Members of the Board serve without compensation. However, the members of the Board are entitled to per diem and travel expenses using the same reimbursement policies as employees. The General Manager's compensation and salary ranges for employee positions are approved by the Board.

#### **K. Legal Services**

A "continuing contract" for legal services may be entered into between the District and a firm whereby the firm provides professional legal services to the District for work outlined in the contract with no time limitation, except that the contract shall provide a termination clause.

#### **L. Committees**

The Board may establish committees in order to perform specifically designated functions. These committees may be standing or ad hoc. Committee members are individuals who are not members of the Board except for the Auditor selection committee and the Audit committee. Committee duties are further defined in committee charters. Charters for committees, both ad hoc and standing are included in the appendix.

#### **M. Election Procedures**

In connection with elections of the Board, the following procedures shall apply:

##### **1. Establishing the Election**

- a. At the first meeting of the Board in January of each year, the HGRD will call for an election of Board members to fill the positions of any Board members whose terms of service will expire on March 31st of that year. In its Resolution the Board will set the dates for the election and the qualifying period, and procedures by which qualified residents of the HGRD may become a candidate for the soon to be open Board positions.

- b. A Notice of Election and Candidate Qualifying will be published in a newspaper of general circulation in the County on or about the first date of candidate qualifying and during the 5th and 3rd weeks prior to the election and it shall be posted on the HGRD's bulletin board. The notice will provide the dates for qualifying to commence and end as well as the name and address of the person to whom nominations for the open positions must be provided, in writing.
- c. Counsel for the District will serve as qualifying officer for candidates. Nominations by any person for the position of Supervisor will be accepted at the Counsel's office, in writing, beginning on date set by the Board. Counsel will inspect the statement of qualification of each nominee and inquire of the nominee, if unclear, whether they are qualified, i.e. 18 years old, a resident of Florida, own property in the District, resides in the District at least 90 days out of the year, has signed a notarized candidate's oath included in the appendix, and whether they wish to have their name placed on the ballot.

## 2. Preparation and Distribution of Ballots

- a. After the close of nominations/qualifying for candidates, a ballot listing alphabetically the names of all persons who have qualified shall be prepared. The Ballot Instructions will say to vote for no more candidates than there are open positions.
- b. One ballot will be mailed to each property owner within the District boundaries as determined from the records of the Lee County Property Appraiser. The voting instructions will tell each recipient that an election will be held at the District's Clubhouse on the established election date, the time after which Ballots will no longer be accepted and that the owner may attend and vote in person, or may vote by the absentee method outlined in the included instructions.
- c. The records of the Lee County Property Appraiser will be the official records of eligible voters within the District unless an owner provides alternate proof of ownership, acceptable to District Counsel. District Counsel may order the Property Appraiser's list of owners in Herons Glen, i.e. eligible voters, at his discretion but not earlier than eight (8) weeks prior to the election.
- d. Included with the mailed ballots, if provided by or for the candidate by the end of the qualifying period, will be one 8 ½ in. by 11 inch page, but not more, of candidate biographical and/or qualifications information. Also a "Meet the Candidates" notice may be provided in the envelope containing the ballot.
- e. The instructions will direct each voter to insert his or her marked ballot into an envelope (enclosed with the initial mailing) labeled "BALLOT." The "BALLOT" envelope is then to be placed into a second envelope ("Mailing Envelope") addressed on the front to Herons Glen Recreation District, 2250 Herons Glen Boulevard, Suite 100, North Fort Myers, Florida 33917.
- f. Instructions to each voter will state that only those ballots delivered within a Mailing Envelope, with the Voter Certificate on the back having been signed by the voter and received by 4:00 p.m. on the day of the election (the "Close of Election") will be counted.
- g. The Mailing Envelope will contain on the back a line for the voter's signature swearing to the following certification In this way, all voters will be required to sign the certification and there will be no way to link a voter's signature to his or her ballot. The following will be printed on the back of the mailing envelope:

*Under penalty for false swearing, pursuant to Florida Statutes, I do solemnly swear or affirm: that I am a qualified voter in the Herons Glen Recreation District because I own property in the District; that I will not vote more than one ballot in this election; that I understand that a failure to sign this certificate will invalidate my BALLOT.*

- h. Directions for Voting on the back of Mailing Envelope will also state:  

*"NO BALLOT WILL BE COUNTED UNLESS VOTER'S CERTIFICATE IS PROPERLY SIGNED AND COMPLETED."*
- i. The voter's signature will not be required to be notarized, but the instructions will also contain the following notice:

*Pursuant to Chapter 104, Florida Statutes, a person who willfully swears or affirms falsely to any oath or affirmation or willfully procures another person to swear or affirm falsely to an oath or*

*affirmation in connection with or arising out of voting or elections, commits a felony of the Third Degree punishable as provided in Florida Statutes.*

- j. Voters are responsible to ensure that their properly completed Mailing Envelope (with ballot) is either mailed or hand-delivered to the District at the above-stated address and received prior to “Close of Election” established by the Board’s Resolution. All Mailing Envelopes received prior to the Close of Election must be kept in a locked receptacle which is securely maintained until opened by the Election Committee for counting on the date of the Election.

### **3. Conduct of Election**

- a. Prior to the annual election, The Board shall appoint a Supervisor of Elections, an Election Committee consisting of seven members and two alternates, and shall designate a Board member to act as liaison to the Committee. The Supervisor of Elections shall solicit volunteers for the Election Committee. If greater than seven Residents volunteer, the Committee shall be selected by the Supervisor of Elections in a random drawing and approved by the Board. The committee shall perform its duties at the direction of the Supervisor of Elections. The Election Committee shall be responsible both for assisting at the “Meet the Candidates” event and overseeing the tabulation of ballots cast.
- b. The Supervisor of Elections, in addition to any other duties, shall be responsible for the certification of each ballot. The name on each ballot received shall be compared to the listing of names supplied by The Lee County Property Appraiser Office to verify the voter’s eligibility. During this process, the Mailing Envelopes will be sorted alphabetically, and names checked for ownership rights against the Property Appraiser’s Lists and for duplicates. Only the first ballot received from any qualified voter will be counted. Any duplicate ballots received will be marked as such and not counted. Once verified by the Supervisor of Elections, ballots in the unopened Mailing envelopes shall be placed in a locked cabinet until 9:00 a.m. on the day of the Election.
- c. Beginning at 9 A.M. on the day of the election, the Supervisor of Elections and the District’s staff volunteers will open the Mailing Envelopes, take out ballot envelopes and mix the unopened ballot envelopes together.
- d. After the Close of Election on the day of the election any ballots received before the Close of Election will be brought to a convenient place in the Clubhouse where the Supervisor of Elections and District employees will open and count the ballots in the presence of any members of the public wishing to observe. If there are not enough District employees, members of the Election Committee may help open and count the ballots.

### **4. Method of tabulation:**

- a. There will be several counting stations each consisting of tables with two District employees and one member of the Election Committee. One employee will open the ballot and read aloud the votes on each ballot. The other employee will record the vote on tally sheets. The member of the Election Committee at each station shall observe the process of tallying in order to ensure that votes recorded for each ballot are correctly checked and tabulated. Once all the ballots at each station have been recorded and counted, the tally sheets shall be given to the Supervisor of Elections who will be responsible, in coordination with the District’s Counsel, to accurately total all of the votes and determine preliminary results of the election.
- b. Such results are preliminary results. They are not final until the Board has heard and determined any voter qualification questions and the Board has officially accepted the final vote tally.
- c. Any vote tally which reflects that a candidate was defeated by a margin of less than one-half of one percent of the total votes cast shall be recounted. These elections are determined by a plurality, meaning the candidate(s) with the highest vote total(s) win the open position(s). There are no runoffs. In the event of a tie vote, the two candidates shall draw lots or flip a coin to determine the winner.
- d. The Supervisor of Elections may publicly report the result of the election immediately after counting all ballots. The official report of election results will be presented to the Board by the District’s counsel and made a part of the Minutes at the next Board meeting and the Board shall declare the official election results at that meeting.

- e. The ballots and mailing envelopes will be retained for a minimum of one year and shall be available for inspection by the public after they have been counted, but they may not be handled by anyone other than the Elections Supervisor or Elections Committee members. If requested, the Elections Committee will determine a reasonable time and place for the inspection of ballots and mailing envelopes.

## **N. Meet the Candidate Procedures**

Meet the Candidates is held in early March only when there are more qualified candidates than open Board positions.

1. Questions for the Candidates must be printed or typed and submitted to the District office by 12 P.M. on the date of the program. No question will be directed to only one candidate.
2. The submitted questions will be placed in a locked box and remain there until the election committee begins the process of reviewing the questions. This process will begin at a time designated by the Supervisor of Elections on the date of the program.
  - a. The committee will consolidate the questions from multiple Residents that are essentially the same.
  - b. The committee will provide questions to the moderator at the beginning of the program.
3. The program will begin with each candidate seated in alphabetical order, giving an opening statement not to exceed three minutes.
4. The Media Resources committee in the sound room will track the time and give each candidate a 15 second warning prior to the conclusion of the candidate's allotted time so that he/she may conclude his/her thoughts.
5. Each candidate will be asked the same question in alternating order so the same candidate isn't the first to respond to each question.
6. Each candidate will have up to 2 minutes to answer each question.
7. Two hours will be allotted for those questions that were submitted with closing statements to follow.
8. Each candidate will be allotted 1 minute for a closing statement.

## **O. Term of Office of Board Members**

Supervisors shall serve for staggered three year terms. Each Supervisor shall serve a full three-year term, beginning April 1 of the year in which he or she is elected.

## **P. Indemnification**

Each person (including the heirs, executors, administrators, or estate of such person): (i) who is or was a Board member or officer of the District; or (ii) who is or was an agent or employee of the District other than an officer; and as to whom the District has agreed to grant such indemnity shall be indemnified, defended and held harmless by the District as of right to the fullest extent permitted or authorized by current or future law against any fine, liability, cost or expense, including attorneys' fees, asserted against such person or incurred by such person in the capacity of a member of the Board, officer, agent or employee of the District or arising out of or relating in any way to their status as a member of the Board, officer, agent or employee of the District unless such Board member, officer, agent or employee acted intentionally, in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The District may maintain insurance to protect itself and any such person against any such fine, liability, cost or expense.

## **Q. General Description of Administration**

1. General Manager - The Board will appoint a General Manager under the direction and supervision of the Board. The General Manager shall be responsible for the day-to-day operations of the District and shall have the authority to expend District funds for proper District expenditures that are consistent with the District Budget. The General Manager shall timely submit the proposed annual budget to the Board; shall make regular reports to the Board on District affairs; and shall keep the Board fully advised on the financial

condition and future needs of the District and make such recommendations on District affairs as deemed appropriate by the General Manager.

2. Consultants - The Board shall have the power to appoint and fix the compensation of attorneys, accountants, professional advisors and such other consultants as it may, from time to time, deem necessary, subject to compliance with any applicable law relating to competitive bidding and negotiation, and such persons or entities shall have such professional duties as may be delegated to them by the Board from time to time.

## **R. Voting Conflict of Interest and Ethics**

The Code of Ethics (Chapter 112, Part III, Florida Statutes - Code of Ethics for Public Officers and Employees), was created to help:

1. Prevent conflicts between public duty and private interests; and ensure that public sector employees and officers will not use government office for private gain. All special district local officers and special district employees must comply with Florida's ethics laws.
2. Special district local officer must abstain from voting on the following measures:
  - a. One that inures to his or her special private gain or loss
  - b. One that inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained
  - c. One that could result in special private gain or loss to a relative
  - d. One that could result in special private gain or loss to a business associate. Special district local officers of community redevelopment agencies and special district local officers of independent special districts elected on a one-acre, one-vote basis, are not prohibited from voting in that capacity, but still must file Form 8B
  - e. For more information, see Chapter 112 Florida Statutes - Voting conflicts
3. Filing Notice of Voting Conflict
  - a. Appointed and Elected Supervisors must abstain from voting in the above-described voting conflict situations but may participate in discussion of such matters.
  - b. Appointed and Elected Supervisors must disclose the nature of the conflict on Form 8B immediately after any participation in the matter. If a Supervisor participates in the decision before or during the meeting in which the vote takes place, the Supervisor first must complete this form, which must be immediately provided to the other governing body members of the special district and read publicly at the next meeting.
4. Where to file
  - a. With the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes, provide a copy to the other members of the special district and read the form at the next meeting.
  - b. If the special district local officer does not try to influence the decision except by discussion at the meeting in which the vote will take place, they must disclose orally the nature of the conflict in the measure before participating. The form must be:
    - 1) Completed and filed within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting.
    - 2) Incorporated in the minutes.
    - 3) Copied immediately for the other members of the governing body.
    - 4) Read publicly at the next meeting after the form is filed.
5. All Board members present at a Board meeting must vote on items properly before the Board, unless the member has a conflict of interest. Any board member present may request a roll call vote, the results of which shall be recorded in the minutes.
6. In the event of a tie vote the motion shall be ruled as having failed.

## **S. Alcohol**

The District abides by all laws of the State of Florida regarding the purchase, sale, and consumption of alcoholic beverages on the District's property. Due to state and local liquor laws, all alcoholic beverages to be served and consumed on the District's premises must be purchased from District and Residents or guests may not bring alcoholic beverages on District property, including the District parking areas.

## **T. Gambling and Games of Chance**

In general, Florida law prohibits gambling including raffles on District properties. There are some exceptions, including BINGO and penny-ante card games. Exceptions must be conducted in strict compliance with the applicable law to retain their status as District sanctioned activities. All use of District facilities and all District activities, whether conducted by District sanctioned activities or otherwise, must comply with Florida Statute Chapter 849, pertaining to gambling; and all District Staff Members, Committees Members, Guests and any others using District facilities shall conduct their activities and events including drawings by chance (raffles) in conformance with Florida Statute Chapter 849.

## **U. Purchasing**

### **1. General**

- a. When reasonably possible the District will attempt to obtain three bids for all significant purchases of goods and services where the expense for any single purchase, is between \$10,000 to \$20,000. In such cases, two verbal or email quotes are to be obtained and the results documented. If a single purchase is greater than \$20,000, two written quotes must be attempted to be obtained (this may be email) and results documented.
- b. The District's Finance Committee will review all bids received by the District for goods and services where the expense is in excess of \$35,000.
- c. Except in the case of an Emergency Purchase, prior to purchasing goods or services estimated to cost in excess of \$35,000 the District Representative shall make a good faith estimate of the probable cost of the Project, Services, or Commodities intended to be purchased and determine whether Competitive Bidding is required.
- d. The "District Representative" means the Board, or person, firm or group designated by the Board to administer the purchasing process.

### **2. Competitive Bidding**

- a. In addition to the Finance Committee review, the District will utilize Competitive Bidding procedures for the purchase of goods and services as required by Florida law.
- b. "Competitive Bidding" means the awarding of District contracts and agreements for purchase of goods, i.e. Commodities, and services to the lowest responsible and responsive bidder best able to supply the goods or complete the project in a manner financially most advantageous to the District, after solicitation of bids by public announcement and review by the District's Representative of the timely received, responsive bids.
- c. The District must use Competitive Bidding for its purchases when the estimated cost for such goods and/or services exceeds the following thresholds:
  - 1) \$35,000 for Services (other than Construction and Professional Services).
  - 2) \$35,000 for Commodities (goods and equipment, etc.)
  - 3) \$35,000 for Professional Services in the nature of planning and study:
  - 4) \$325,000 for Professional Services where the construction or improvement project exceeds that value. Note: this threshold refers to the estimated overall construction cost, not to the professional's expected fees.
  - 5) \$200,000 for Construction Services where the construction or improvement is a building or structure. Note: this threshold refers to the estimated overall construction cost, not to the contractor's fees.
  - 6) \$75,000 for Electrical Services where the deliverable is solely an electrical project. Note: this threshold refers to the estimated overall project cost, not to the contractor's fees.

### **3. Bidder Qualifying**

To be eligible to submit a bid or proposal, an individual or firm must, at the time of District's receipt of the bid or proposal:

- a. Hold the required applicable federal, state and county license(s) in good standing.
- b. Be authorized to do business in Florida in accordance with Florida law.
- c. Meet any additional pre-qualification requirements established by the District, or set forth in the bid specifications. Failure to provide evidence of such compliance when requested by the District will disqualify the bidder.

### **4. Procedures for Competitive Bidding**

- a. If the intended purchase is subject to Competitive Bidding and not otherwise exempt from such procedures due to emergency or other provisions of the law, the District will utilize the following procedures:
  - 1) The District shall designate a District Representative to administer the Competitive Bidding process and set a deadline for receipt of bids and responses.
  - 2) The District shall publish, in a newspaper of general circulation in Lee County, a Notice with a general description of the goods or services to be purchase and including a deadline date, time and address for receipt by the District Representative of all bids and other responses, and the date, time and place where bidders may attend the bid opening.
- b. The Notice must appear at least one time and at least 21 days prior to the deadline for receipt of bids, and at least 5 days prior to any pre-bid conference.
  - a) The Notice must appear at least 30 days prior to the deadline for receipt of bids if the purchase is estimated to exceed \$500,000.
  - 3) The Board reserves the right, until a contract is signed, to reject all bids and revise or abandon the Project or purchase for which the Competitive Bidding process was undertaken. This reservation shall be included in the published Notice.
  - 4) Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.
- c. Review and Selection
  - 1) The District Representative shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualifications. The District Representative shall conduct discussions with, and may require public presentation by firms regarding their qualifications, approach to the Project, and ability to furnish the required service and any other aspect of the purchase, including price and alternative products and methods.
  - 2) The District Representative shall, following the review and/or public presentation, select and list the Responsive Bidders in order of preference deemed to be the most highly capable and qualified to perform the required services, after considering these and other appropriate criteria:
    - b) The experience, ability and adequacy of the professional personnel.
      - a) Past performance for the District and other professional employment
      - b) Willingness to meet time and budget requirements.
      - c) Geographic location of the firm's headquarters or office in relation to the District project.
      - d) Recent, current and anticipated workloads of the bidder.
      - e) Volume of work previously awarded to the bidder.
  - 3) All selections are subject to Board approval. If the Competitive Bidding process is administered by persons other than the full Board, the selection made will be presented to the full Board with a recommendation that negotiations be instituted with the selected bidders in order of preference listed.
  - 4) The Board has the right to reject any and all bids and such reservations shall be included in the public announcement.

- 5) Nothing in this Rule shall prevent the District from evaluating and eventually selecting any bidder if less than three Responsive Bids or Proposals are received.

## **5. Continuing Contract**

- a. Nothing herein shall prohibit a continuing contract between a firm or an individual and the District.
- b. "Continuing Contract" means a contract for Professional Services which is entered into by and between the District and a Professional Services firm whereby the services to the District are for construction projects in which estimated construction costs do not exceed \$4,000,000 and for planning activities in which the estimated Professional Services costs do not exceed \$500,000 on any one project.

## **6. Requests for Proposals**

- a. "Request for Proposal" means a written or electronically posted solicitation for competitive sealed proposals.
- b. The District may use Requests for Proposals as needed in the best interests of the District.
- c. If a Request for Proposal is issued for a purchase which would otherwise, or is later determined to, require Competitive Bidding, the District shall either follow the procedures described herein for Competitive Bidding in the process of issuing its Request for Proposal, or shall follow up the receipt of proposals by initiating the Competitive bidding process for the purchase contemplated.

## **7. Purchases Statutorily Exempt From Competitive Bidding.**

- a. Emergency purchases.
- b. Purchases below the thresholds set forth herein
- c. Purchases after receiving less than 2 responsive bids.
- d. Purchases for repair or maintenance of existing District facilities
- e. Purchases from vendors pursuant to contracts by other government agencies which followed the Competitive Bidding process.
- f. Purchases from a single or sole source.
- g. Projects undertaken by the District using only its own services, employees and equipment.
- h. Legal services, including engagement of legal counsel.
- i. Artistic and Health services
- j. When the time needed to Competitively Bid the Project will jeopardize the available funding for the Project, Services or Commodities involved.

## **8. Definitions**

Certain additional terms referred to in this Policy shall have the following meanings:

- a. "Contractor" means a person or licensed business which contracts to sell services or commodities.
- b. "Commodity" means any of the various supplies, materials, goods, merchandise, food, equipment, technology and other personal property purchased by the District.
- c. "Emergency purchase" is a purchase necessitated by a sudden unexpected turn of events (e.g., acts of God, riot, fires, floods, hurricanes, accidents or any circumstances or cause beyond the control of the District in the normal conduct of its business) and where the Board determines that there is an immediate danger to the public health, safety or welfare, or potential significant loss of District assets, such that the delay incident to competitive bidding would be detrimental to the best interests of the District.
- d. "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect or registered surveyor, in connection with the firm's or individual's professional employment or practice.
- e. "Project" as used in this Policy means:



- 1) with respect to Professional Services, a proposed capital outlay study or planning activity for construction or improvement of a District building or structure the basic construction cost is estimated by the District to be more than \$450,000, (or \$110,00 for electrical projects) and \$35,000 for a planning or study activity; and
  - 2) with respect to construction of District structures, a proposed improvement whose estimated cost exceeds \$35,000.00.
- f. “Responsive bid” and “Responsive proposal” mean a bid or proposal submitted by a bidder which bid, or proposal conforms in all material respects to the District’s solicitation.

## II. GENERAL STATEMENTS AND DEFINITIONS

### A. Definitions

Whenever used herein the term “District” means the Herons Glen Recreation District. The purpose of these Policies and Procedures is to describe the general operations of the District. Definitions set forth within any section hereof shall be applicable within all other sections unless specifically stated to the contrary.

1. The term “Facilities” wherever used herein shall mean the land, water (lakes) and all the buildings and improvements thereon that are owned or controlled by the District, including but not limited to the: golf course and practice areas, Clubhouse, Maintenance areas, offices, Ballroom, Verandah, Gazebo, Picnic Areas, Activities Rooms, Card and Meeting Rooms, Billiards Room, Restrooms, Pool & Spa, Pump Houses, Storage Rooms, leased space, offices, stage etc., Fitness Center, Tennis Courts, Shuffleboard Courts and Bocce Courts, Pickleball Courts, all Parking lots, the Maintenance Buildings, the CLIS lakes and system and Golf Course Restrooms and attendant areas; the premises upon which said buildings are located and all attendant appurtenances including the bridge and all other District property.
2. For the purposes of these policies, “Resident” means any owner or other person who resides for at least 90 days within the boundaries of the District.
3. A Nonresident is any person who resides outside the boundaries of the District as established by Lee County Ordinance No. 98-08 pursuant to Chapter 418, Part II, Florida Statutes and as amended by Lee County Ordinance No. 98-18.
4. A Permitted Nonresident is any person, residing outside the boundaries of the District who has paid the requisite fees and complied with the District’s Rules and Regulations and is thereby permitted to use the Facilities in accordance with the said Rules and Regulations. This includes those who have purchased an Annual Nonresident Membership and those who have paid the requisite fee to use a single amenity.
5. A Guest is an individual who visits a property owner and is thereby permitted to use the Facilities in accordance with the said Rules and Regulations. The types of Guests are:
  - a. Day Guest – An individual who visits a property owner but does not spend the night. This guest can use Herons Glen amenities while accompanied by the property owner. Day guests are limited to no more than four (4) per day.
  - b. Overnight Guest – An individual who visits a property owner and spends the night. This guest can use Herons Glen amenities while accompanied by the property owner or with the property owner’s authorization.
  - c. Tenant – A tenant is a person who resides in Herons Glen under a lease with a term of less than 90 days. As used herein the term “Guest” includes such short term tenants.
6. Resident events are defined as any non-business related social event which is sponsored, hosted, and attended by a Herons Glen Resident and where all of the charges for the event are charged to the Resident’s house account or personal credit card. Resident events may also include events of groups sanctioned by the District. A Resident event would also include a Resident family event such as a wedding or celebration of life.
7. Nonresident events are defined as any event which is sponsored or hosted by a group from outside Herons Glen, or by any group or activity not on the list of sanctioned District activities or by any group that promotes ticket sales to persons residing outside Herons Glen. .
8. As defined in the Community Declaration of Covenants, Conditions and Restrictions for Herons Glen, Governing Documents shall mean the “Declaration, the Articles of Incorporation and Bylaws of the Association, approved or adopted from time; and the Rules and Regulations of the Association adopted by the Board of Directors.” The District’s governing documents shall also include the Board Policies and Procedures contained herein and the Management’s Rules and Regulations adopted by the Board.
9. Whenever used herein the term “Board” means the Herons Glen Board of Supervisors.
10. A “special district local officer” means a Herons Glen Recreation District “Supervisor”.

11. The term "Management" used herein refers to the Herons Glen Recreation District's General Manager, and his or her designated staff.

## **B. Statements**

The Facilities are governed by the Herons Glen Recreation District through its elected Board and Facility use is available to all Residents, their Guests, and Permitted Nonresidents but only in compliance with the District governing documents.

1. Management is authorized and directed to implement and effectuate District policies.
2. Management has the right to request any person to leave an amenity should they be in violation of the District Policies, Rules and Regulations or Community Covenants as they pertain to that particular amenity.
3. Management will use the established methods of communication to notify residents of any change to the Rules and Regulations prior to the change being put into effect.
4. Management will use the established methods of communication to notify residents of any proposed change to the Policies and Procedures not less than 10 calendar days prior to the Policy being placed on the Board agenda for discussion and/or a vote. The details of the change may be presented to residents as a red-line version.
5. During a period of declared public emergency all persons using the facilities of the District must comply with county, state and federal regulations and guidelines pertaining to the said declared emergency.
6. Any Resident, Permitted Nonresident, Guest, or other person who in any manner makes use of, or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Facilities, shall do so at his or her own risk, and shall release and hold the District, its Supervisors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by such person, resulting therefrom and/or from any act or omission of any Supervisor, officer, employee, representative or agent of the District. All Residents shall have, owe and perform the same above-stated obligations in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest of the Resident.
7. Should any party bound by the District Policies and/or Rules and Regulations bring suit against the District, its Supervisors, officers, employees, representatives or agents in connection with any event operated, organized, arranged or sponsored by the District or on any other claim or matter in connection with use of Facilities, and fail to obtain judgment thereon against the District, its Supervisors, officers, employees, representatives or agents, said party shall be liable to the District, its Supervisors, officers, employees, representatives and agents for all costs and expenses incurred by it in the defense of the suit (including court costs and attorney's fees at all levels).
8. Herons Glen may be designated as a political polling place. When used as a polling place, Florida Statutes governing polling places will prevail.

Updated at the October 30, 2023 Board Meeting.

Updated at the November 20, 2023 Board Meeting

### III. OTHER ADMINISTRATIVE POLICIES

#### A. Communication

1. The Board has established the following methods for communicating official information to our Residents:
  - a. Regularly scheduled Workshops and Board Meetings
  - b. Special Workshops or Special Meetings for specific topics
  - c. Bulletin board near Restaurant entrance
  - d. District email notices and the weekly District newsletter
  - e. Letters or messages to our Residents (U.S. Mail)
  - f. District website: heronsglenc.com
2. The recommended methods of communication from Residents to the Board Supervisors are as follows:
  - a. Attendance at Committee Meetings, Workshops, Special Workshops or Meetings, Monthly Board Meetings.
  - b. Emails addressed to the District BOARD OF SUPERVISORS and sent to: hgrdboard@hgrdnfm.com.
  - c. Signed letters sent or delivered to the District Administration Office.
3. The Board has agreed that the following methods are not to be considered a means for exchanging official information:
  - a. The GOOGLE GROUP or similar types of electronic communications.
  - b. Emails sent to Supervisors at their personal email addresses.
  - c. Committee members may not direct District Management and/or staff. All requests for information or reports from staff members are to be requested through the General Manager.
  - d. In addition, contacts made directly by our Residents to our District Counsel are not appropriate. Our District Counsel is on retainer and reports directly to the Board.
4. The guidelines for communications between the Board, the General Manager and also District Staff Members are:
  - a. When Management receives a request from a Board member to investigate potential projects, complete some specific tasks or prepare reports, Management will share the request with other Board members at his/her earliest convenience so that all Board members are aware of what Management has been asked to work on and, consequently, devote a portion of his/her time to completing.
  - b. Individual board and committee members should not make requests directly of staff. All requests shall be made to the General Manager. Staff Members receiving such requests from an individual Board member are directed to communicate the nature of the request to the General Manager as soon as reasonably possible and, notwithstanding any one Supervisor's request, staff is expected to take direction from the General Manager as to the timing and handling of all such special requests.
  - c. When an individual Board member communicates a question or request to the General Manager or Staff Members through email, the return email will be copied to all Board members so that the same set of information is available during discussions and the decision-making process on an issue.
5. The District provides several means for Residents to communicate information on events to other Residents.
  - a. To qualify for inclusion in a District publication information must:
    - 1) be from sanctioned groups or activities,
    - 2) be about activities or events that take place in the Glen, and
    - 3) not be of a commercial nature i.e., real estate ads, products or services for sale, etc.
  - b. Non-commercial messages and official announcements will be accepted for inclusion if received at least one week prior to the requested publication date.

- c. Submissions Management deems to be for the personal gain of the provider will be considered commercial.
- d. Details on ticketed events will be published no more than six (6) weeks prior to the event. Simple "Save the Date" announcements are not subject to this time restriction and may be posted earlier at the discretion of Management.
- e. The District will not publish material Management deems to be an opinion piece or information that expresses a particular political position.

## **B. Cashless Policy**

Herons Glen is a cashless facility. Cash payments will not be accepted. Charges may be paid through the Residents' house accounts, debit or credit cards. Personal or commercial checks will be accepted with proper identification. This cashless policy applies to Residents and all other customers.

## **C. Animals**

No pets are allowed in any District buildings or on any recreation facilities, including covered outside areas and including but not limited to the enclosed or improved play areas, such as pool and deck, tennis, bocce, shuffleboard and pickleball courts, golf course and practice facilities.

1. When on other District property, pets shall be confined on a leash held by a responsible person.
2. Persons walking pets shall be responsible for removing all solid pet waste and properly disposing of it.
3. Service animals and animals that are part of educational programs and accompanied by handlers, subject to the approval of Management are the exception.
4. Service animals are defined by the Federal Americans with Disabilities Act and Florida Statute. According to definitions within these laws, emotional support animals are not service animals.

## **D. Vehicles**

Vehicles include automobiles, carts, mopeds, bicycles, motorcycles, RV's and all other modes of transport.

1. All must obey traffic signs and/or other posted traffic and parking instructions.
2. All vehicles must use caution when in the area of other vehicles or pedestrians.
3. No vehicles may be stored or left overnight on any District property without prior approval of Management. Such approval is not to exceed 7 nights.
4. Parking citations will be issued by HOA Roving Patrol Officer. Citations will be placed on the vehicle with a copy provided to Management.
5. Management may issue a warning or fine to the lot owner in accordance with the Rules & Regulations.
6. Additional action may be taken by the Board as allowed by Governing Documents of Herons Glen, including towing and booting. No prior notice is required other than the existence of appropriate signage as may be required by Florida statutes.
7. Owners will be held fully responsible for any and all damages caused by the owner or the owner's guest. The costs resulting from any and all such damages, including legal fees incurred by the District, will be charged to the Owner.

## **E. Privately owned or Leased Golf carts**

1. Residents of the District may privately own or lease one or more golf carts. Each privately owned or leased golf cart will be assigned a registration number that is the same as the Resident's lot number. Numbers shall be affixed on both sides of the cart, a minimum of two inches high and in a contrasting color so as to be easily readable.
2. Residents may use their golf carts on District Property, however all carts driven onto the golf course or any district facilities or property must be registered. Management designates the District department responsible for the registration of all privately owned or leased golf carts.
3. Privately owned or leased carts must be electrically powered and equipped with headlights and taillights or reflectors if used after dusk.
4. Privately owned or leased carts must meet (ANSI) Safety Standards for golf carts.

5. Each operator of a private cart must be at least 18 years old or have a valid driver's license. Residents using a privately owned or leased golf cart within the District, including on the Golf Course, will be held fully responsible for any and all damages caused by the golf cart during its use by the Resident or their guests. The Resident will reimburse the District for any and all damages, including damage to other golf carts and any property of the District. Golf cart liability insurance may be available through the Resident's Homeowner's insurance policy.
6. Privately owned or leased golf carts used on the Golf Course must adhere to the following in order to minimize stress and damage to the golf course turf:
  - a. Six-passenger golf carts and those that weigh over 1800 pounds are prohibited on the course.
  - b. All golf carts entering the golf course must have "turf-safe" tires that can negotiate both paved surfaces and grass without causing damage.
  - c. The tire manufacturer must refer to the tire as a "golf course tire."
  - d. Tires must have a rounded vertical tread with a maximum depth of ¼ inch.
  - e. The total tire width must be a minimum of 8 inches.
  - f. Tires may change from year to year; therefore, the policy may be modified from time to time in accordance with industry standards.

*Adopted at the July 15, 2024 Board Meeting*

## **F. Recreational Use of Lakes and Ponds**

1. In accordance with Herons Glen Country Club Covenants, Article XVI, the Board may permit use of wetlands, lakes, ponds, and streams within the Recreational Facilities for recreational use.
2. The District shall not be responsible for any loss or injury incurred as a result of such use.
3. Residents are authorized to use a District designated lake for the sailboat club with access via the cart path.
4. Residents are authorized to use District designated lakes for fishing; however access to the water body must be reached without trespassing on other District, or private property, such as via road or multi-purpose path.
5. No other use of District designated lakes is permitted.

## **G. Irrigation**

1. As outlined in Herons Glen's Community Covenants, the District owns the Common Lot Irrigation System (CLIS) and provides irrigation to all Lots and Common Areas.
  - a. No sprinkler or irrigation systems may be installed, constructed, or operated within the District, other than by the District.
  - b. Some of the Recreational Facilities are irrigated with effluent.
  - c. CLIS charges are part of the District's annual budget and Operations and Maintenance assessments billed to owners.
2. The District has a blanket easement over all properties within Herons Glen for ingress and egress and for designing, studying, mapping, engineering, improving or adding to, maintaining, operating and servicing the CLIS.
  - a. The District is responsible to:
    - 1) Maintain, replace and repair the CLIS.
    - 2) Keep the CLIS in good working order sufficient to provide irrigation service.
    - 3) The District may be able to provide additional irrigation water for new plantings and sod. However, no additional water will be provided during periods of drought or during the months of February, March and April. Homeowners are encouraged to hand water their new landscaping in accordance with Lee County water restrictions.
  - b. Owners are responsible for:
    - 1) Edging the grass around the sprinkler heads so the grass does not interfere with the operation of the sprinkler head.
    - 2) Trimming landscape plants so as not to interfere with the operation of the CLIS sprinkler system.

- 3) Contacting the District concerning sufficient irrigation.
  - 4) Ensuring their new plants and sod are getting adequate water.
  - 5) Keeping lawns and landscaping bug free, disease free, weed free and fertilized year-round.
  - 6) Per the HOA Standards, all lawns must be maintained with St. Augustine Floratam grass.
3. Damages
    - a. The Owner is responsible for the reasonable and actual costs of any damage to the CLIS on the Owner's Lot caused by Owner's actions or by acts of any landscape maintenance person, or some other service provider, which caused the damage.
    - b. The District is responsible for providing notice to the Owner or The Herons Glen HOA for common areas, documenting the damage, the cause of the damage, and the costs to repair such damage.
  4. Limitation of Liability
 

Provided: the irrigation water meets all applicable standards for irrigation water in Lee County, the District acts in reasonable good faith to fulfill its responsibilities with regard to the CLIS as provided herein; then the District will not be responsible for any damage that may be caused to any landscaping or sod on any Lot or Common Area resulting from failure of the system or use of water supplied by the District.
  5. New Construction or Landscaping Additions
    - a. After receiving HOA approval and prior to new construction, the Owner or their contractor is required to contact the CLIS Department.
    - b. The Owner is responsible for any costs associated with movement, addition, or installation of the irrigation, including the pipes, sprinklers or mainlines. The District shall provide the name of an approved Contractor for such work. If the homeowner chooses to utilize the services of a different contractor, the following must be submitted to the District for approval: 1) an irrigation plan; 2) a construction start date and completion date; 3) license and insurance information. Work must conform to the District's specifications and an inspection of the work will be required. The cost of the inspection shall be the responsibility of the resident. The fee for such inspection shall be set by Management.

## **H. Hazardous Weather Conditions**

1. As lightning approaches, the District lightning prediction system activates a warning and the use of all outdoor recreational facilities must be suspended.
2. The audible warning is: one long, lightning in the area; 3 short, all clear.

## **I. Volunteer Appreciation Reception**

In order to promote committee volunteerism, each spring the District will host or co-host with the HOA a volunteer appreciation reception. Residents who served on the Board or a Board appointed ad hoc or standing committee during the previous Board term will be invited. Other volunteers may be included if approved by the Board.

## **J. Disciplinary Action**

Disciplinary action is initiated and carried out at the sole discretion of Management.

1. Any person who engages in conduct while on District property or participating in District sponsored events, which is deemed, to be offensive, disorderly, a threat to good order or in violation of District Policies & Procedures, District Rules & Regulations or otherwise detrimental to the best interests of the District, shall be subject to disciplinary action.
2. Disciplinary action may include, at Management's discretion, any or all of the following:
  - a. a warning that such future conduct may result in suspension;

- b. the immediate revocation of access privileges and/or suspension of further guest privileges, including denial of access to all or any District property, programs and functions, for any reasonable period, not exceeding six (6) months.
3. The General Manager shall send an email in addition to a certified, return-receipt requested mail to the alleged violator when a violation has occurred. A written Notice of Disciplinary Action (“Notice”) will include the alleged violation facts, date of violation, and any further discipline to be imposed.
    - a. If an alleged violator is a Resident or Resident’s guest, the Notice shall be sent to the Resident’s home address in Herons Glen.
    - b. If an alleged violator is a not the guest of a Resident, or is a Nonresident whose address is known, the Notice shall be mailed to that person’s address.
    - c. If the alleged violator is unknown to Management or their address is not ascertainable with reasonable efforts then the Notice shall be kept on file and delivered personally, or mailed at such time as the violator becomes known.
    - d. The Notice shall provide a start date for any suspension imposed.
    - e. The Notice shall also provide a statement that the alleged violator may appeal the suspension by providing a certified, return-receipt requested letter, signed by a person to whom the suspension will apply, requesting an appeal of the suspension to the Board, which letter must be received in the District office within 14 days of the date of the Notice of Disciplinary Action.
    - f. The appeal request must include a written statement specifying which facts in the Notice of Disciplinary Action are being disputed. Any facts not disputed will be presumed at the appeal hearing to be accurate. If ONLY the scope or duration of the suspension is being disputed, a statement to that effect is required. It must be included in the appeal request.
    - g. Notwithstanding any other provision set forth herein, if the District does not receive a written request for an appeal hearing (“Hearing”) within 14 days of the postage date set forth on the Notice of Disciplinary Action, all rights of appeal by all persons subject to the Disciplinary Action shall terminate.
  4. Pursuing an Appeal: If a request to appeal is timely and properly made the following shall apply:
    - a. The appeal is to the Board, and a Board Meeting to hear the appeal, open to the public (the “Hearing”), will be held and duly noticed, as soon as practical.
    - b. Disciplinary action may be fully suspended until the Hearing is concluded, at the discretion of management.
    - c. At the Hearing, the Board shall at the Special Board Meeting: take relevant testimony from the District Representative, the person appealing, any witnesses for either side; view any evidence, including documents, photos, and recordings; and by majority vote of the Board members present, uphold, modify, or overturn the proposed disciplinary action.
  5. Nothing herein shall prevent or be deemed a defense to the District filing a police report, complaint or other legal action against any Resident, guest or other person who commits a criminal act or civil violation of law while on District property or while participating in an District-sponsored activity, including but not limited to, actions which constitute trespass, fraud, and nuisance.
  6. Suspensions and proposed suspensions on hold awaiting appeal hearings do not diminish or in any other way affect a Resident’s legal obligation to timely pay all Bond assessments, Operation and Maintenance assessments, membership fees, account charges, installments due or any other legal obligations owed to the District.



## **IV. PERSONNEL POLICIES**

### **A. Employee Manual**

Management is responsible for developing an Employee Manual with policies approved by the Board and operating the District within the guidelines of the manual. The Board must approve any change to employment policies including benefits, contained in the Employee Manual.

It is also the policy of the District that Residents and Permitted Nonresidents or the immediate family of Residents and Permitted Nonresidents are not eligible for employment.

### **B. Employee Performance Payments and New Positions**

1. No bonus or loan may be made to any employee without Board approval.
2. Pay increases for non-management employees may be made within the approved budgetary parameters.
3. Performance increases may be made by the General Manager within the budget approved by the Board through the budget process. The Board approves performance increases for the General Manager. Performance increases may be through salary increases and/or performance based lump sums.
4. No contract/agreement will be issued with a provision to pay a bonus, loan, payment or special privileges other than the negotiated salary.
5. No new positions may be created or filled, even though such positions may be budgeted, unless and until the position and position description have been discussed with and approved by the Board.

### **C. Travel**

Florida Statutes Chapter 112 defines travel periods and class of official travel. The rate of reimbursement for official travel per diem (mileage and incidentals), subsistence, and transportation (mileage) allowance will be as General Services Administration (GSA) defines the standard per diem and mileage rates. These rates are generally updated each October by the US General Services Administration and IRS.

### **D. Use of Amenities other than Food & Beverage**

1. As part of their employment, District employees may request to use the District facilities during their free time. Any such approval is limited to the employee only.
2. Employees may play golf during their free time on a space available basis but only with prior approval of Management. Such play shall be scheduled so as not to impact member play.
3. All use of the District facilities and events by employees is subject to prior approval of and at the discretion of the General Manager.

### **E. Use of Food and Beverage amenity**

Prior to making dining reservations, District employees must obtain concurrence from the General Manager.

## V. FINANCIAL POLICIES

### A. General Statements

1. Prior to the start of each fiscal year, at its Public Hearing, the Board adopts the budget for the upcoming fiscal year. The adoption of assessments is used to defray the cost of the bond debt service, operating and maintaining the facilities and funding working capital and deferred maintenance reserve accounts. In accordance with Florida statutes, Chapter 189, expenditures are appropriated and the adopted budget regulates expenditures of the District.
2. Adopted annual District owner operation, maintenance, and reserve assessments are usually billed by and paid quarterly to the District. The debt service (Bond) assessment is billed by and paid to the Lee County tax collector. The “Bond” assessment is included on the owner’s property real estate tax bill.
3. After the completion of the annual fiscal year audit, the Board may allocate any budgetary surplus earned by the District. The District determines the fiscal year surplus by comparing operating results with the approved District-wide operating budget. The surplus may be allocated to the golf special improvement fund and/or the long term capital reserve.
4. Bank fees incurred by the District resulting from bank processing of a Resident’s financial instrument(s), other than routine credit card transactions, will be charged back to the account of the Resident presenting the financial instrument. Bank fees to be charged back include, but are not limited to, returned checks or automatic debits/EFT fees, fees to process non-US financial instruments, and fees for emergency electronic funds transfers.
5. Any Owner suspended due to non-payment of any financial obligation to the District may not charge to their house account or enjoy any other resident benefit until all delinquencies are paid. Suspension means that the owner may not use any District facility. However, an Owner suspended for non-payment of dues or assessments may, as a member of the general public, use the dining room, lounge or golf course by making payment with a valid credit or debit card. The suspension and this rule are applicable to all members of the delinquent Owner’s household, as well as to such Owner’s tenants and guests.
6. Assessments, fees and house accounts are subject to interest penalties and late fees. A \$20 late fee per statement will be added for new charges on the above if not paid by the due date. In addition, interest on any unpaid balance will be charged at the highest annual percentage rate allowed by law.

### B. Assessments

#### 1. General Statements

- a. It is the policy of the District (“District”) that all bills for Operation and Maintenance Assessments are due as outlined below and prompt payment of such assessments is expected. Management will implement the following procedures for rendering, collecting, and handling such payments:
  - 1) Payments for assessments may be made by: pre-authorized auto debit EFT/ACH on-line payments through the District’s website member portal (preferred method) or via check. The District does not accept cash. Owners are liable for all costs of collection including interest and attorney fees.
  - 2) Assessments will be billed the last day of September, December, March and June and will be mailed or electronically transmitted to the Owners at that time.
  - 3) Assessments will be due the last day of the month following the quarterly statement date; for example, October, January April and July. Auto-pay fees will be debited on this day.
- b. Owners’ privilege to use any of the District facilities will be suspended if a balance remains at the last day of November, February, May, or August
- c. Any assessment not paid by the last day of December, March, June or September (90 days after due date) will be considered seriously past due and those Owners will have a lien placed against their property by the District..

- d. Owners with a lien placed against their property, as described above, may have foreclosure action initiated against the property. This action will be initiated by the District Board Treasurer, with the notification of the District Finance Committee and the approval of the Board.
- e. The sanctions described above, will be imposed at the direction of the District Treasurer with the notification of the District Finance Committee.

## **2. New Owner Working Capital Assessment**

- a. The Working Capital Assessment shall be established by the Board at the Public Hearing to adopt the Annual Budget.
- b. The New Owner Working Capital Assessment shall not be levied in the following circumstances:
  - 1) The conveyance of a lot in the community when the Owner or Owners of Record (“Owners”) of the lot conveyed simultaneously, meaning within 90 days, acquire fee title to and move into another home within the District.
  - 2) The conveyance of a lot in the community by Owners to a trust in which the Owners are the Trustee or Beneficiary of such trust.
  - 3) The conveyance of a lot in the community to Owners from a trust in which the Owners are the Trustee or Beneficiary of such trust.
  - 4) The conveyance of a lot in the community by an Owner or such Owner’s estate to the Owner’s spouse and/or children.
  - 5) The conveyance of an undivided interest in a lot by the Owner thereof to any then-existing Co-Owner(s) of such lot.
- c. Allocation of New Owner Working Capital Assessment
  - 1) Monies received as “New Owner Working Capital Assessment” are non-operating income to the District.
  - 2) These assessments may be used to supplement the annual working capital reserve assessment required for the improvement and replacement of District capital assets.
  - 3) All assessments received during a fiscal year shall be recorded in a separate account identified as the New Owner Working Capital Assessment account. At the end of each quarter, new owner capital funds received shall be moved to the Long-Term Capital Reserve Account.
  - 4) New Owner Working Capital Assessment monies received in a fiscal year shall not be spent during that fiscal year.
  - 5) Annually, at fiscal year end, the Board and Management shall allocate the New Owner Capital Assessment between the Losses Reserve Fund and the Long-Term Capital Reserve Fund based on goals set for each fund.
  - 6) Until the Losses Reserve Fund reaches its goal, the allocation shall be at least 50% of the long term reserve.

## **3. Delinquent Assessments**

- a. The Treasurer is empowered to take whatever steps necessary to enforce the collections policies, including the placing of liens on the properties.
- b. Additionally, the District will use Chapter 170 and/or Chapter 197, Florida statutes, as a method of collecting assessments.
- c. The District retains the option of collecting its future assessments from those Owners who are two or more quarters delinquent, by including such assessments on the Owner’s annual tax bill to be collected by the Lee County Tax Collector.

## **C. Other Reserve Funds**

### **1. Losses Reserve Funds**

- a. The District has established a Losses Reserve Fund to satisfy, or partially satisfy, storm, emergency or other claims and losses incurred by the District, including:
  - 1) Deductible to meet insurance loss policy claim.

- 2) Losses not covered by insurance due to policy deductible.
  - 3) Claims/losses based on risk assessment and with documentation of district liability. Such risk assessment will be made by General Manager in conjunction with District Counsel, with input by Insurance Broker, and approved by the Board.
  - 4) Other contingencies approved by the Board.
- b. Management shall determine and recommend to the Board the amount needed in the Losses Reserve Fund. This determination shall be based on expenditures made during the current fiscal year, interest earned in the account during the current fiscal year and the amount of insurance deductibles projected to be required for the new fiscal year. The amount required must always be at least \$350,000 or the total insurance deductible, whichever is greater.
  - c. If the amount of additional funds for the minimum losses reserve requires less than 50% of the new owner capital assessment received during the fiscal year, the Board shall determine the allocation.
  - d. If the amount of additional funds required is more than 50% of the new owner capital assessment received during the fiscal year, the Board shall determine the allocation
  - e. If the amount of funds needed in the Losses Reserve Fund is less than the fiscal year-end balance in the Losses Reserve account, Management shall move excess monies into the Long-Term Capital Reserve Fund.

## **2. Long-Term Capital Reserve Fund**

- a. The Long-Term Capital Reserve Fund is intended to fund capital items for:
  - 1) New or improved community-wide amenities that have been on the Long-Term Plan for at least a year or
  - 2) Capital assets that need to be replaced before their useful life has been completed.
- b. The monies in the Long-Term Capital Reserve Fund shall continue to grow without limit.
- c. When an item on the Master Capital List comes into the 10-year averaging window in the reserve, the Board will decide how much of the unreserved balance, if any, should be considered in the annual assessment calculations and how much should be relied on from the Long-Term Capital Reserve Fund.

## **3. Golf Special Improvement Fund**

The golf special improvement is intended to fund items which benefit the golf course. It may be funded by any budget surplus attributable to golf operations when a District-wide budget surplus is achieved for the fiscal year.

## **D. House Accounts**

1. It is the policy of the District that all bills for House Account charges are due at the end of the month following the statement date. Auto-debit payment of the bill is the preferred method of payment. Management will implement the following procedures for rendering, collecting and handling such payments:
  - a. A Statement (“Statement”) showing House Account charges due will be mailed or electronically transmitted to the Owner, Owners or those with House Accounts monthly as long as there is a balance due. The owner is responsible for all costs of collection, including interest and attorney fees.
  - b. Payment is due the last day of the month following the mailing or electronic transmission e.g., a May 31st statement is due June 30th.
2. If a balance remains on the last day of the following month, i.e., July 31st in the previous example, the holder of the house account’s privilege to use any of the District facilities will be suspended as described in the Financial General Statements.

## E. Fees

### 1. Golf

- a. The Board establishes the annual membership fee as part of the fiscal year budget process. Golf Membership rates are posted in the Golf Shop. All annual Golf Memberships expire September 30<sup>th</sup> of each calendar year.
- b. Annual Golf Memberships may be purchased by:
  - 1) Property Owners – Payment for membership fees are due by the close of business September 30<sup>th</sup>. Late fees will apply to renewals. New Golf Members may be eligible for prorated memberships the first year purchasing an Annual Golf Membership. The new Golf Member prorating is only available once regardless of the number of years of non-renewals.
  - 2) Renters/Tenants – Individuals leasing a house/unit may purchase an annual membership at an owner’s rate. However, only one annual owner’s membership may be in effect for each house/unit. There are no pro-rated or part-year discounts. If a property owner’s membership is not available, then a renter/tenant may purchase a “Public membership”.
  - 3) Public – Annual Golf Memberships are available to Nonresidents. There are no prorated or part-year public memberships. From time to time, the Board may establish a “Golf Special.” If a membership is purchased under the Golf Special, the golfer may renew the membership by paying the annual membership fee prior to the close of business September 30<sup>th</sup>. Renewals paid prior to the close of business September 30<sup>th</sup> will be guaranteed a renewal regardless of a membership ceiling established by the Board.
- c. The District has established the following rate categories for annual golf memberships.
  - 1) Owner’s Rates:
- d. Household memberships – may be purchased for use by TWO named golfers residing at the same physical address.
  - a) Single memberships – may be purchased for one golfer.
  - 2) Public Rates:
    - b) Public memberships are always available at twice the owner’s rates for either a single or household membership.
    - a) Golf Special Rates – If approved by the Board and memberships are available, a member of the public may purchase at the rate established by the Board at the Annual Budget Meeting.
- d. Memberships are non-assignable and non-transferable
- e. Payments
  - 1) It is the policy of the District that all bills for Annual Golf Membership Fees are due as described below and prompt payment of such fees is expected. On-line payment is the preferred method of payment.
  - 2) Payment of the Fee for the renewal of Annual Golf Membership is due not later than the last business day of September each year (Due Date), and if payment is not received, golf privileges will be suspended at the close of business September 30<sup>th</sup>. There will be no pro-rated renewals.
  - 3) No Annual Golf Membership fee will be accepted and no golf privileges associated therewith will be afforded until the applicant has paid all past due amounts for all charges and assessments.
  - 4) Annual Golf Members are subject to suspension of all golf course privileges for failure to pay charges for assessments or house accounts within thirty (30) days of their due date.
  - 5) Resident Non-Members may pay an annual fee or daily fee to use the practice facilities as posted in the Pro Shop.
  - 6) It is the District’s policy that no person will be permitted to play golf on the District’s course unless all fees have been paid to the District. No credit privileges for golf play will be granted to any person or entity.
- f. Non-Member Daily Fees

- 1) While it is important to remember that use of the Herons Glen Golf Course is primarily designed for Members, it is also necessary to allow and attract outside use to achieve the financial performance consistent with the District's budget and to comply with Florida law.
- 2) The General Manager may adjust daily fees consistent with market conditions. The General Manager must communicate any rate adjustments to the Board.
- g. Herons Glen is considered an active adult community. Golf Members may periodically suffer debilitating injuries or other events, which interfere with their ability to utilize their annual membership. It is in the best interest of the District, as a whole, to maintain a "No Refunds, No Exceptions" policy.
- h. However, the District is sensitive to special circumstances; therefore, after paying the Annual Golf Membership fee and prior to playing a single round on October 1st or later, a member may request a refund. All refund requests must be verified by Management and must be requested prior to September 30th of the membership year.
  - 1) Upon death of the purchaser of a Single Member Annual Golf Membership, the Member's estate will be refunded the pro-rated portion of the current year's annual unused membership fee. If membership payment was made for the following fiscal year, that prepayment will be refunded.
  - 2) In the case of a the death of one of the designated golf members of a Household Membership, the membership fee will be adjusted pro-rata to that of a Single Membership.
  - 3) All requests for refund of membership fees must be approved by Management.

## **2. Tennis Association (HGTA)**

- a. The Board establishes the annual HGTA fee as part of the annual budget process.
- b. The HGTA fee is due by close of business September 30th, of each year and is subject to all District late fees and interest payment policies.
- c. Upon payment in full of the annual fee, the HGTA receives rights and privileges to accommodate its approved league and intramural match schedules including:
  - 1) The right to reserve courts seven (7) days in advance using the process designated by the Board.
  - 2) The right to reserve immediately adjacent courts, regardless of actual number needed for the league and intramural matches, to prevent interference from casual play.
  - 3) The right to use the District tennis courts as its home court in order to host HGTA approved league tennis matches.
  - 4) The right to field a Herons Glen team supplemented with Nonresident players if there are not enough Residents to fully field a team. This privilege is authorized for a Nonresident per player fee that is established as part of the annual budget process,
- d. No other individual, group or association is granted the HGTA privileges.

## **3. Nonresident Social Membership**

- a. The District's facilities and recreational activities, such as the tennis courts, bocce courts, shuffleboard courts, pickleball courts, billiards, darts, card rooms, artists' facilities and groups, quilting facilities and groups, pool and spa, dance classes and groups, various clubs, various activities, etc. are for the primary use and enjoyment of District residents.
- b. The Clubhouse facility and the recreation facilities and activities may be utilized by Nonresidents for an annual fee as provided for by law and in our Policies & Procedures and Rules & Regulations.
  - 1) Application may be made by Nonresidents to the Board, District, to be accepted as Social Members for the purpose of access to and the use of the recreational facilities other than golf.
  - 2) The number of such Social Memberships will not exceed the level which can reasonably be accommodated by these facilities.
  - 3) The annual fee for Social Members will be set by the Board through the budget process.
  - 4) Social Memberships are personal and non-transferable. No Guest privileges or group events or group usage are permitted.

- 5) Social Members must abide by all conditions, Policies & Procedures, and Rules and Regulations which are authorized and published by the Board. Gross and/or continued non-compliance will result in cancelation of membership rights, without refund of fees or other recompense for any unexpired time of membership.
- 6) Social Members will be provided with a copy of the applicable Rules and Regulations and will be issued a membership card which will serve as authority to be admitted by security personnel.
- 7) Golf is specifically excluded in this membership.

## **F. Capital Projects/Assets**

1. From time-to-time various capital projects/assets will need to be proposed and approved, which will be funded from the District Capital Reserves Fund. Capital Assets are defined as all tangible personal property with a value of \$5,000 or more and having a projected useful life greater than one year and shall be recorded as property for inventory purposes. "Cost" is used if the property is purchased and represents the purchase price of the property item; "value" is used if the property is donated and represents the worth or acquisition value of the property item at the date of the donation. Items with a value or cost of less than \$5,000 may be recorded as property for inventory tracking purposes, at the discretion of the General Manager.
2. In order for the Board and Management to adequately assess these proposed projects/assets, a number of criteria need to be defined by the proposer(s) of the projects/assets. Generally, but not always, these proposals will originate in the Facilities & Amenities Committee or Long Range Planning Committee.
3. In order for the Board and Management to determine whether these projects/assets should be approved for inclusion in the District's Long Range Plan, the project/asset proposal is to include information on the reason for and scope of the project/asset, the requested priority of the project/asset, the initial cost, continuing cost and benefits with this proposal. Alternate solutions should also be provided. This information must be submitted to the Long Range Planning Committee for review and recommendation to the Board.
4. Priorities of Funding Project: Critical, Important or Desirable.
  - a. Critical: required for safety, health or regulatory reasons, or if it is not done there would be irreversible and significant damage to community property.
  - b. Important: prevent damage to community property or large costs for not doing, a large community impact or high-cost benefit.
  - c. Desirable: moderate community impact or good cost benefit.

## **G. Financial Internal Controls**

Detailed financial internal controls policies can be found in the Internal Controls Policy Manual located with Management.

## **H. Check Signing Authorization**

1. It is the policy of the District that invoices must be presented for review along with the checks that are provided for signature. All invoices must be approved by the Department Manager and authorized for payment by the General Manager.
2. The Treasurer should, at least annually, review the documentation of a sampling of invoices signed by the General Manager for payments under \$2500 and to recurring vendors.
3. At the beginning of each fiscal year Management's recommended list of recurring vendors must be presented to the Board for its consideration and approval.

## **I. Operating Accounts:**

1. Checks for \$2500 or less and for any amount for Board-approved recurring vendors may be signed by the General Manager, the Treasurer or a Board member authorized as a signer on the account.
2. All checks over \$2500 or payable to the General Manager must be signed by either the Treasurer or a Board member authorized as a signer on the account.

3. All virtual credit card payments must be authorized by either the Treasurer or a Board member authorized as a signer on the account prior to the transfer of the funds.
4. Reserve Accounts (Restricted – Capital, Deferred Maintenance, Losses, etc.)
  - d. All checks on this account must be signed by either the Treasurer or a Board member authorized on the account.
  - a) All transfers between the checking and investment accounts for reserve/restricted accounts must be approved by either the Treasurer or a Board member authorized as a signer on the account.

## **J. Investments**

1. The District elects not to adopt a detailed written investment policy and follows Florida Statute 218.415.(17) for investing surplus funds.
2. The District Treasurer is authorized to invest available funds of the District.

## **K. Donations including Memorials**

District may accept donations for purposes that will help the District further and fulfill its mission. Decisions on the acceptance or refusal shall be made by Board. Management is responsible for issuing donation receipts and acknowledgments. Only a memorial bench may have markings and all such markings are subject to District approval. No other donation or memorial may be marked in any way.

### **1. Donations**

- b) Donations become the property of the District. The District accepts no responsibility for replacement if a donation is damaged, destroyed, removed or becomes otherwise inoperable.
- a) Donations may be monetary or property.
  - 1) Monetary donations shall be given to Management along with the completed donation form. This may include donations for memorials as well as for targeted activity/facility funds.
  - 2) Donations of targeted funds must include reference to the desired area where funds are requested to be accumulated or spent.
  - 3) Donors of property must complete the donation form and present proof of acceptance prior to delivering the donation.
  - 4) The General Manager may consult with the Facilities & Amenities committee or the applicable activity before accepting donations. No donation is permitted to be left on District property until the request has been accepted.
  - 5) The District donation form is available in the appendix. This form must be printed and submitted to the General Manager.

### **2. Memorials**

The District has a Memorial Program to honor our deceased Residents. This program is available to the entire community. This memorial may be represented by a tree, a palm or a bench. The individual making the memorial request will complete a District donation form available in the appendix. This form should be printed and submitted to the General Manager. Memorials become the property of the District.

- b) Tree(s) or palm(s);
  - 1) This cost will be the actual cost to include the tree(s) or palm(s), delivery, planting and the leaf for the memorial plaque. The amount of a required deposit is determined before the order is placed. The final cost must be paid with installation.
  - 2) Per our Declaration of Covenants, no identification will be placed on any tree or palm.
  - 3) The District reserves the right to move a tree or palm and is not responsible to replace or maintain a tree or palm that becomes infected with a disease, insects and/or damaged.
  - 4) Management has a plan drawing designating where trees or palms may be placed throughout the property.
- a) A bench



- 1) This cost will be the actual cost of the bench to include the bench, shipping, assembly and the personalized plaque. The amount of a required deposit is determined before the order is placed. The final cost must be paid with installation.
- 2) The personalized plaque may be no larger than 8 inches by 3 inches with no more than 3 lines of text.
- 3) The District reserves the right to move a bench and is not responsible to replace or maintain a damaged bench.
- 4) Management has a plan drawing designating where benches may be placed throughout the property.

## **VI. BUILDING/FACILITIES POLICIES**

### **A. Participation**

1. The facilities shall be open on the days and during the hours as may be established by the Board or as directed by Management. Areas of the facilities may be closed from time to time for scheduled maintenance and repairs.
2. Use of the facilities may be restricted or reserved from time to time by either the Board or Management.
3. Each Resident or Permitted Nonresident as a condition of use of the Facilities and each Resident's guest as a condition of invitation to the facilities assumes sole responsibility for his/her property. The District shall not be responsible for any loss or damage to any private property used or stored on or within the facilities.

### **B. Swimming Pool**

Management is responsible for posting the rules and maintaining this area.

### **C. Room Use Priority List Including Ballroom**

1. The following groups receive top priority and may schedule the ballroom up to two years in advance on a first-come, first-served basis, except that Halloween, New Year's Eve and Mardi Gras actual dates are reserved for the Resident Events Committee. Also, scheduling a Resident event on the regular monthly meeting dates of the District Board and/or the HOA Board must be avoided.
  - a. Food & Beverage Operations
  - b. Resident Events Committee
2. After transferring the events from the two-year calendar, the Management will use the following priority order in preparing the annual calendar:
  - a. District Meetings
  - b. Homeowners Association Meetings
  - c. Food & Beverage Operations
  - d. Resident Events Committee
  - e. Resident Events
  - f. Nonresident Events other than those Scheduled by Food & Beverage Operations
3. Once Management has prepared the annual calendar all further requests for activities are scheduled on a first-come, first-served basis. Management may on occasion deviate from this in order to accommodate a group's size or special needs. Regularly occurring weekly activities may be rescheduled from time to time in order to accommodate a revenue producing event or a Board request.

### **D. Areas Where Food May Be Served**

1. Any Resident or Resident organization may reserve the Ballroom, Verandah, Gazebo or Activity Rooms, by completing the appropriate reservation form and receiving Management's approval. Management will be responsible for the reservation requests, approval and usage schedule for the Ballroom, Verandah, Gazebo and Activity Rooms. Residents and Resident organizations are completely responsible for their own and the conduct of their guests as participants, as well as for the cleanup and final condition of the area used, and for any setup and cleanup fees applicable.
2. When catered food is served, the caterer shall be the District Food & Beverage operation, except in extraordinary circumstances as determined by the District. However, if the District permits the group to provide its own personal catered food, Management must approve that in advance. Residents may not provide their own personal food during the regular business hours of the District's Food & Beverage Operations without the expressed consent of Management. Management may, under extraordinary circumstances, such as the extended closing of the Food & Beverage Operations, allow outside catering.
3. The liquor license of the District requires that all alcoholic beverages consumed on the premises of the District properties, including parking lots, be purchased from the District.

4. If a Ballroom event is scheduled, the Verandah will be unavailable for a separate function.

## **E. Waiver of Rental Fees**

1. No Rental fees will be charged for the following categories:
  - a. District Board events
  - b. HOA Board events
  - c. District committee events, and those of District sanctioned associations, clubs, and activities (e.g. golf leagues, Bocce Association, Veterans of the Glen, craft fair, Travel Club)
  - d. HOA committee events (e.g. ice cream socials, BINGO)
  - e. A Resident's family event (e.g. celebration of life, and wedding)
2. However, there may be charges assessed for actual costs of setup and cleaning, etc., at the discretion of Management.
3. For all other events Room Rental will be charged as part of the Event Order.

## **F. Fitness Center**

1. The building is only available during posted open hours. The doors automatically lock and unlock. Anyone inside when the doors lock will be able to exit the building.
2. The District is not responsible for any injury which may result from the use of any equipment.
3. No equipment may be removed from the building.
4. All guests must abide by the age requirements and sign the release by signing the guest book.

## **G. The Courts**

Scheduling of the tennis, bocce, shuffleboard or pickleball courts is handled through the process designated by the Board.

### **1. Tennis**

- a. Individuals or groups may reserve court times up to seven days in advance.
- b. Round Robin Play is open to players of all skill levels and is more fully described in the Rules and Regulations.
- c. Players may schedule court time before or after the reserved Round Robin play so as not to interfere with that play period.
- d. Round Robin Play takes precedence over HGTA scheduling.
- e. All tennis schedules, rules and approved equipment lists are subject to review and approval of Management.

### **2. Pickleball**

- a. Court schedules will be posted at the pickleball courts.
- b. A list of paddles and balls approved for use will be posted at the Pickleball Courts. Only such approved paddles and balls are permitted on the courts.
- c. Court rules and playing order rules will be posted at the Pickleball Courts. These rules apply to all players.
- d. All pickleball schedules, rules and approved equipment lists are subject to review and approval of Management.

### **3. Bocce**

- a. Court schedules will be posted at the bocce courts.
- b. Court rules will be posted at the Bocce Courts.
- c. These rules apply to all players.
- d. Equipment is provided by the District.
- e. All bocce schedules, rules and approved equipment lists are subject to review and approval of Management.

### **4. Shuffleboard**

- a. Court schedules will be posted at the bocce courts.
- b. Court rules will be posted at the Bocce Courts.

- c. These rules apply to all players.
- d. Equipment is provided by the District.
- e. All shuffleboard schedules, rules and approved equipment lists are subject to review and approval of Management.

## **H. Activities/Card Rooms**

### **1. Room use**

- a. Scheduling of the Activities/Card Rooms will be the responsibility of Management. Management will advise Residents of the need to sign up for Activity/Card Room use.
- b. A list of sanctioned groups authorized to use the Activities Rooms will be maintained by Management.
- c. Final approval for new sanctioned groups will be the responsibility of Management and will be based on the “Sanctioned Group Application Form” located in the appendix, room availability, size of group, enhancement to Residents’ lives and other factors as necessary.
- d. Incidental use by Residents will be scheduled at the discretion of Management, based on availability of the room, appropriateness of the activity and appropriateness of the room for the activity.
- e. Any disagreement with Management’s decision with regard to suitability or availability will be presented to the General Manager in writing for a final decision.
- f. Food may be served or eaten in Activities Rooms A and B in conjunction with a function being held outdoors in accordance with adopted policies.
- g. Continued violations of room use rules will result in the activity being eliminated from the “sanctioned” list by the General Manager.

### **2. Equipment Use**

- a. Rules for use of the kilns and the potter’s wheel shall be posted near the equipment and they must be complied with by all users.
- b. Management shall maintain a list of those Residents authorized to use the kilns and potter’s wheel.
- c. A list of authorized operators and hours will be posted outside the kiln room and next to the potter’s wheel.
- d. Additional Residents may be trained to use the kiln or potter’s wheel by a knowledgeable Resident authorized by the General Manager.

### **3. Assignment of Keys**

- a. Door Keys
  - 1) Management has the responsibility for controlling and issuing of all keys.
  - 2) At a minimum, a two-step issuance policy is required. Management shall authorize the issuance and a second member of Management will handle the actual logging of the assigned keys. Recipients must sign for keys.
  - 3) A Resident who accepts a key also accepts responsibility for seeing that the area is kept clean and orderly.
- b. Locker Keys
  - 1) Management is responsible for distribution of all locker keys.
  - 2) Any Resident requesting a key must present his or her request to Management in writing.
  - 3) The applicable locker fee will be charged to the Resident’s house account.

## **I. Storage Areas**

Management is responsible for the organization and maintenance of all storage areas. All items placed in District storage become the property of the District except for those items belonging to the HOA.

## **J. Resident Notices, Displays & Events**

- 1. Bulletin boards

- a. Resident community bulletin boards and activity displays are under and subject to the direction and control of Management. Items for the bulletin boards and the displays must be approved, displayed and organized on a weekly basis as determined by Management.
  - b. Bulletin boards are for the use of Residents and Resident sponsored activities only. No notices for Nonresident events or advertisements for services providing personal financial gain to the advertiser will be displayed anywhere on District property.
  - c. Resident community bulletin boards are located on the exterior of the clubhouse.
  - d. No political advertising including those materials relating to District or HOA election campaigns may be placed on bulletin boards. The exception to this would information from the District regarding an upcoming election.
2. Displays/Easels/Signs/Posters
    - a. Displays for special charitable events organized by a District sanctioned group, may be placed in the lobby annually, for a period not to exceed 30 days, with the written approval of Management.
    - b. No other unattended displays, easels, signs or posters will be allowed in the clubhouse or on District property without the written approval of Management.
  3. Events
    - a. The Board has designated the lobby alcove for ticket sales for Resident sponsored events. Ticket sales may also be conducted at the Ballroom door on the day of the event. Management is responsible for scheduling these locations.
    - b. On the day of the approved event, directional signs may be allowed upon approval of their location and format by the General Manager. No other displays for Resident sponsored events will be allowed on the District property.
  4. The display limits defined in this section do not apply to the District.

## **K. Holiday Decorations**

During the period between Thanksgiving and New Year's Day, the District is extensively decorated for the holidays. The District's decorations may not be moved, removed, or in any way altered for any event during that period of time.

## **L. Charity Events**

1. Our Residents are well recognized in the community for their generous support of charitable events and causes. Each Resident individually supports the charity of his/her choice. Therefore, neither Management, nor the Board, nor any District committee will sponsor an activity that supports, or makes a donation to any charity or other organization.
  - a. District staff will only sell tickets for events that are District sponsored events.
  - b. All food and beverage items served in the District must be purchased at the price established by the District.
  - c. If a charity has an item of food or beverage donated by a vendor, the District retains full rights to reject such food and beverage items, but will charge a reasonable fee for the preparation and service of those items if it decides to accept and use them.
  - d. There may be charges assessed for actual costs of setup, cleaning, damage repair etc. at the discretion of Management.
2. Charity Events sponsored by sanctioned District activities or groups (Resident events) are accorded the following:
  - a. Events sponsored by and attended solely by District residents may use the usual publicity outlets to promote their event as long as it is clearly stated on all material that there is no District sponsorship.
  - b. The recipient charity may have representation at the event.
  - c. If using the District publicity outlets, all promotional materials must state clearly the 501c3 charity that will benefit from the event and comply with Florida statutes and federal law regarding charity events, donations and gambling (raffles).
  - d. Rental fees will be waived in accordance with the Waiver of Rental Fee policy.

- e. Ticket sales may be conducted in accordance with the policy for Resident sponsored event ticket sales.
- 3. Charity events sponsored or hosted by a group from outside the Glen or by any group or activity not on the list of sanctioned District activities, or by any group that promotes ticket sales to persons residing outside the Glen (Nonresident events), are subject to the following limitations:
  - a. District publicity outlets may not be used to promote the event.
  - b. The District will not provide a location for ticket sales.
  - c. Promotional materials may not be placed on District property.
  - d. A room rental fee as contracted in the Banquet Event Order will be charged.

**M. Automated External Defibrillation (AED)**

AED units are utilized to provide early intervention for cardiac emergencies to increase survival rate. AED's are available in strategic areas as identified by Management.

## VII. FOOD AND BEVERAGE OPERATION POLICIES

### A. Resident Rewards Program

Residents who charge purchases to their house account will receive a 10% discount. This includes food and drink at ballroom events such as dances, luncheons and concert series programs where the Resident's house account number is recorded at the event and the purchases later charged to the Resident's house account. Only those who use their house accounts will be provided the 10% discount. Charges for events that are booked with a set negotiated menu price on a Banquet Event Order do not receive the 10% discount.

### B. Gratuity

As a convenience, a suggested 18% gratuity on the "gross" amount (excludes tax) of an individual's check will be added to each bill in all dining areas. The payment of this gratuity is subject to complete discretion and may be increased, decreased, or eliminated entirely.

### C. Dining Reservations

The Herons Nest encourages but does not require reservations for dining during its regularly scheduled business hours. Reservations are helpful to better serve our Residents.

### D. Herons Glen Recreation District Banquet Policies

Any event to be defined as a banquet and therefore subject to these policies is an event at which:

1. All attendees have agreed in advance to purchase a meal for themselves; or
2. A host has agreed in advance to pay the entire cost of the event; and
3. The District's Food & Beverage Operation is the primary caterer of the food consumed at the event.

### E. Banquet Events

All reservations and agreements for Banquet Events are subject to the Rules and Policies of the District, its Management's policies and the following conditions:

#### 1. Use of District Facilities

- a. A Banquet Event Order must be completed.
- b. The area reserved for the event is the only area that is to be used for the party.
- c. Attendees at Nonresident events will not be permitted access to other areas of the District.

#### 2. Decorations and Event Set-Up

- a. Hosts of parties must have all decorations approved by Management. Nothing may be nailed or affixed to the walls, ceilings, or floors of the District. No tape, nails, or staples are permitted to attach pictures, signs, banners, or posters to the walls. No open flames are allowed.
- b. Only Management may use lifts, ladders, step stools, etc. due to the liability issues.
- c. All decorations, including flowers, risers, band equipment, or anything of any nature that is brought onto the District premises must be delivered on a schedule approved by Management.
- d. Set up times requested beyond a 2 hour timeframe may require an additional room rental fee.
- e. As other groups may follow your function, all articles must be promptly removed at the conclusion of the event unless otherwise approved by Management.

#### 3. Food and Beverage Provided by the District

- a. All food and beverages for banquets to be held on the premises of the District must be provided by the District with the exception being wedding cakes or specialty birthday cakes, which may be provided by an outside vendor if approved by Management.
- b. Management may apply a service fee on cakes not provided by the District.

#### 4. Alcoholic Beverages

- a. No person under the age of twenty-one years or anyone that is intoxicated will be served any alcoholic beverages on the premises of the District. The District will not serve any alcoholic beverages beyond 11:00 p.m. and all persons must vacate the premises by 12:00 a.m. with an

exception for certain District sanctioned events. The District reserves the right to refuse alcohol or service to anyone deemed to be intoxicated or disruptive. Management reserves the right to close the bar and cease all sales of alcohol should it be determined that such sales cannot be carried out safely and within state and local laws regarding alcohol service.

- b. At functions where the majority of the guests are under the age of 21, the District requires the following:
  - 1) Guests leaving the inside of the Clubhouse will not be permitted to return to the party.
  - 2) If there will be more than fifty persons attending the party under the age of 21 and alcoholic beverages will be served at the function, the District will require the host to provide one or more off duty police officers to monitor the event at the expense of the host.
  - 3) Identification measures must be established to ensure that persons under the age of twenty-one years of age are not served alcoholic beverages on the premises of the District. When required, at the discretion of the District, the host is responsible for the cost of additional labor to implement the extra identification and protection measures.

## **5. Guests**

- a. Attendees at any banquet in the District are by invitation only.
- b. The Host must provide Management with a list of guest names at least 72 hours prior to the event for use by Management and security to grant guests entrance to the property for the event.
- c. All guests attending a banquet in the District must be invited by the host. Examples of invitations that are not permitted by the District include:
  - 1) A Resident or Nonresident host may not use purchased mailing lists or invitations addressed to "Resident".
  - 2) A Resident or Nonresident host may not advertise the event in print or broadcast media.

## **6. Valet Parking**

At the discretion of the District, events exceeding 100 guests may require valet parking at the expense of the host.

## **7. Security**

For parties in excess of one hundred persons, the District may require one or more off duty police officers at the discretion of Management and at the expense of the host.

## **8. Deposits**

- a. Payment of the room rental fee if applicable and security deposit is required at the time of booking.
- b. The security deposit will be refunded only in accordance with the District's contract with the host. The nonrefundable security deposit will be applied to the final cost of the event if there are no damages to the facilities or other District expenses caused by or related to the event caused by the host, the host's guests, and/or the host's contractors.
- c. Room rental fees are waived for Resident events. However, a Resident host will be responsible for a cancellation fee when canceling an event with less than two weeks' notice. The cancellation fee will be set by Management, but in no event more than 10% of the contracted price.

## **9. Guarantee**

- a. For Nonresident events, pre-payment of expected charges is required as agreed to in the contract with the Banquet Event Order. It is the host's responsibility to contact Management with the final participant count at least 72 hours prior to the function.
- b. The host's guaranteed guest count or the number of guests that actually attend the event, whichever is greater, is the number for which the host will be billed.
- c. Nonresident events are subject to a mandatory service charge at the contracted percentage rather than an optional gratuity.
- d. Payment must be made in accordance with the District Cashless Policy.



## **10. Liability and Damage**

- a. The District does not assume responsibility for personal property and equipment brought on the premises by the event host or his/her agents. The District is not responsible for damage, loss or theft of any articles or merchandise left on the premises prior to, during or following a function.
- b. Performance of the event is contingent upon the ability of Management to complete the same, and is subject to labor troubles, restrictions upon travel, transportation of foods, beverages or supplies, and other causes whether enumerated herein or not, beyond the control of Management preventing or interfering with performance. The District reserves the right to employ a caterer, as deemed necessary by Management should the District not be able to provide such services for any reason. In no event shall the District be liable for the loss of profit or for other similar or dissimilar collateral or consequential damages, whether based on breach of contract, warranty, or otherwise.
- c. The District reserves the right to inspect and control all events, but is not responsible or liable for any injury or damage to persons or property not caused directly by the District or its employees. Expenses of damages to District property caused by the host or his/her guests will be charged to the host after deduction on any paid deposit.

## **VIII. GOLF POLICIES**

### **A. General**

Use of the golf course is available to individuals playing golf and paying a fee, either an Annual Golf Membership (prepaid greens fees) or a daily greens fee.

### **B. Hours of Play**

1. The hours of play, Golf Shop hours and Practice Facility hours will be posted in the Golf Shop.
2. The golf course will be closed at the discretion of Management. No one will be allowed on the course until Management reopens the course.
3. The golf course will be closed for maintenance every Monday from May 1 through September 30<sup>th</sup>, except for holidays when the course will be closed on the Tuesday following the holiday. Members may use the course in the afternoon on these days, after the maintenance effort is completed for the day, but only after Management opens the Course and posts "OPEN" signage has been posted.
4. The golf course will be closed for maintenance during October through April as designated by Management.

### **C. Handicaps**

1. Handicaps are computed under the supervision of Management in accordance with the current USGA Handicap System.
2. The service of providing handicaps for Members is provided as part of their Membership Fees. Handicaps can be provided for Non-Members for a fee.

### **D. Handicap Flags**

1. The District encourages golfers with disabilities to participate in the game and therefore special considerations are given to these golfers.
2. Management has established the requirements for use of Handicap flags. The Golf Shop can be contacted for details.

### **E. Hazardous Weather Conditions**

1. If the lightning prediction system activates a warning, play must stop.
2. Management will have the exclusive authority to resume play or to close the golf course, as conditions warrant.
3. Rain checks will be issued as described in the Rules & Regulations..

### **F. Pace of Play**

Management has procedures in place to manage and monitor the pace of play. Depending on the volume of play, all players are expected to play "Ready Golf" in order to finish in 4 hours and 15 minutes.

### **G. Tee Times**

1. The Herons Glen Golf Course utilizes a computerized tee time reservation system for Golf Members' use. Instructions explaining the system and its use are available in the Golf Shop and on the website.
2. No golf foursomes will be permitted to "Link" through the computerized tee time reservation system during the period January 1<sup>st</sup> through April 15<sup>th</sup> of each year.
3. Tee Time Priorities:
  - a. Golf Members
  - b. Guests of Golf Members (During January, February, March and through April 15<sup>th</sup>, a nonmember may only play 14 times as a guest. A golf member may have a maximum of 14 Guests.
  - c. Resident Non-Members
  - d. Public

4. Tee Time Requests
  - a. Management will determine how far in advance tee time requests may be made.
  - b. Management will inform the Board of changes made in the timing of advance tee time requests.
  - c. Golf members are allowed tee time requests in advance of Resident nonmembers and Resident nonmembers are allowed tee time requests in advance of the public.
5. If a Golf Member reserves a tee time using the Guest function and then substitutes a Golf Member in place of the guest without permission of the Golf Shop, a Guest fee will be charged to the member making the reservation for every such substitution. This policy is to ensure that substitutions are made from the stand-by list to be fair to all.
6. A Golf Member who signs up a Resident Non-Member as a Guest, or substitutes another member after the tee time is made without the permission and approval of Management, whether using the computerized tee time reservation system or not, will be charged a Guest Fee (at the rate in effect at that time) and receive a warning from Management. Continued violation of this policy by a Member will be referred to the General Manager for possible discipline, including suspension of privileges.

## **H. Tee Time Cancelations**

1. All Members of the Herons Glen Golf Course must notify the Golf Shop at least 24 hours in advance to cancel an assigned tee time. It is understood that certain events can occur where 24 hours' notice is not possible.
2. If a Member does not cancel an assigned tee time at least 24 hours in advance and does not have a valid reason (e.g., illness, emergency, weather), it will be considered a violation. A sanction will be imposed against the Member as described in the Rules & Regulations.

## **I. Summer Reciprocals**

The District participates in a Summer Reciprocal program managed by the Golf Shop.

## **J. Non-Member Play**

There are a certain number of tee times reserved for non-member and outside paid play. These tee times are referred to as set-asides.

1. In conjunction with the annual golf budget, Management proposes "set-asides". These "set-asides" are used to determine the daily golf revenue, and the number of "set-asides" is approved by the Board with the budget.
2. It is the policy of the District that Management shall have the authority to use discretion from time to time to modify the number of set-aside tee times during season as economic conditions warrant. The Board is to be notified of changes.

## **K. Outings**

1. District reserves the right for the golf course to host outings.
2. Management may negotiate fees for outings, which are in the best interests of the District.
  - a. Outing sponsors must purchase non-donated golf merchandise from the District.
  - b. Outing sponsors must purchase non-donated food and all drinks from the District. No alcoholic drinks donated or otherwise may be brought into the District. All alcoholic drinks consumed on District property must be purchased from the District.
3. While it is important to remember that the Herons Glen golf course is primarily designed for use by Members, it is also important to recognize that some outside use by the public must be permitted. Such outside use, particularly during the less busy summer months when many Members are away from the community, can substantially enhance the financial position of the District. This policy is designed to comply with our legal requirements and to provide all groups the opportunity to play, without denying a great deal of play time to Members. The following criteria will prevail:
  - a. There may be outside play groups scheduled at any time.

- b. Members will be allowed to sign up for any openings not used by the outside play group.
- c. Every effort will be made to impress upon the organizers of the outside play groups the importance of providing the Herons Glen Golf Shop with an accurate count of golfers for a given event and a firm commitment for the outing with a signed contract outlining the details.

#### **L. Rain Checks**

The District issues Rain checks as described in the Rules & Regulations.

#### **M. Association Golf Events**

1. Men's Day will be held on Tuesdays.
2. Ladies' Day will be held on Wednesdays.
3. Between November 1<sup>st</sup> and April 30<sup>th</sup> each Association may sponsor one tournament to which they may invite outside participants.
4. All Association tournaments will be held on Tuesdays and Wednesdays except for the final round(s) of the HGMGA & HGLGA Championship which may be played on Saturday.
5. Nothing in this section precludes the Golf Staff from conducting tournaments.

#### **N. Association Day**

During the months of October through April on shotgun starts if the respective fields do not fill Management has the option to fill with non-association play.

#### **O. Tees**

The Golf Professional will determine tournament play qualifications for the assigned tees.

#### **P. Adopt-A-Hole Program**

The District may establish an adopt-a-hole program for the community. Program details are available from Management.

#### **Q. Hole-In-One Program**

1. A Hole-in-One Program is available to all Herons Glen Golf Members.
2. Management has established operating procedures. The Golf Shop is responsible for the operation and rules.

## **IX. COMMITTEE POLICIES**

### **A. General Policies Concerning All Committees**

1. The Board appoints all committees and committee members. All committee members serve at the pleasure of the Board.
2. The Board may, if needed, create standing committees, ad hoc committees and sub-committees. The ad hoc and sub-committees may be authorized to report either directly to the Board or through a standing committee based on the charter of the committee. Committee members may be asked to serve on special committees and/or perform special studies. The Board may appoint alternate members of committees.
3. All appointees and/or members of any committee must be an owner in the District. Committee applications are strongly considered when making committee appointments.
4. The committee chair must promptly notify the Board of any resignation or vacancy on the committee. Vacancies on or seats created by expansion of any committee will be filled at the Board's discretion, with preference given to Residents who have requested and been vetted for service on that particular committee.
5. Committees serve only in an advisory capacity. Committees may recommend, but do not approve or take action pertaining to the District. Committee members may not direct District Management and/or Staff Members. All requests for staff to provide information must be requested through the General Manager. All Committee recommendations are subject to Board approval.
6. After each meeting, the Committee Chair will prepare a brief written report providing any recommendations that were approved by a vote of the committee membership. This written report will be verbally presented to the Board at a scheduled workshop or meeting.

### **B. Standing Committee Policies**

1. All standing committee appointments begin on the first day of May. All standing committee appointments expire on April 30th the following year. Committee members must re-apply for membership annually.
2. Each standing committee will have a Supervisor from the Board to serve as the committee's liaison.
3. The General Manager will be liaison to all standing committees.
4. All standing committees will meet minimally once per calendar quarter. An organizational meeting shall be held during May to select the Chair, the Vice-chair and review the charter. Regular quarterly meetings will be scheduled each calendar quarter. The Board Liaison will establish initial meeting times, dates and locations when Management requests dates for room scheduling. Additional meetings or modifications may be scheduled by the committee chair.
5. All standing committees will consist of no less than five (5) nor more than seven (7) members in good standing. Additional person(s) may be appointed as a nonvoting, alternate member(s). In the absence of a regular member at any meeting the alternate member's status would change to that of a regular member for the duration of that meeting. In the case of a committee member's resignation, the alternate member would become the regular member. Committee members are expected to attend the quarterly meetings and are invited to participate in the budget workshops.
6. The General Manager will designate a recording secretary for Standing Committees for purposes of minutes only. All other correspondence is the responsibility of the committee chair. Draft minutes should be posted on the website prior to the next meeting of the committee.
7. Committee scope may be expanded by the Board.

### **C. Ad Hoc Committee Policies**

1. Ad hoc committees and their membership are appointed by the Board as the need arises and are discharged after the task for which they were formed has been completed.
2. Ad hoc committees should select a chair or coordinator. The chair or coordinator is responsible for setting meeting times, locations and dates.
3. The committee's minutes or notes are the responsibility of the committee.

4. The membership of an ad hoc committee is largely dependent upon its purpose and area of study/work.
5. Alternate members may be appointed to an ad hoc committee
6. Serving on a standing committee does not preclude a person from serving on one or more ad hoc committees at the same time.
7. Any proposed change to committee membership is to be promptly submitted to the Board for approval.
8. The District Board of Supervisors may remove a committee member at any time.
9. The Board may assign a member of the Board to serve as a liaison to these committees.

## **X. APPENDIX**

### **A. Facilities & Amenities Standing Committee**

#### **CHARTER HERONS GLEN RECREATION DISTRICT**

The Facilities & Amenities Standing Committee is subject to the General Policies which apply to all of the District's committees and those policies which apply to all Standing Committees.

Definition: Facilities shall be those defined in the District policies and procedures. In addition, included are the Food & Beverage operations, CLIS operations and recreational activities in or upon these facilities, but not including golf.

#### **Purpose**

The Facilities & Amenities Standing Committee's advisory responsibility is limited to receiving and reviewing Resident or Board concerns and requests in the following areas:

1. Maintenance, improvements, logistics, and safety of all buildings and grounds including, as examples, lighting, heating & cooling, cleaning, landscaping, etc.
2. Recreational Activities provided by the District except golf.
3. Proposals for new activities.
4. Recurring problems in the general operations of Food & Beverage and Common Lot Irrigation System (CLIS).

#### **Scope of Responsibilities**

After reviewing a concern or request, the committee may:

1. Have its chair make a request of Management, with an informational copy to the Board.
2. Have its chair make a recommendation to the Board concerning the issue. The recommendation may include the request that the Board establish an ad hoc committee with the needed expertise to evaluate the issue.
3. Decide to study the issue further, including creating a subcommittee if needed, and notify the Board of its intent.
4. Decide to take no further action on the concern or request.

Recommendations that are made for the short and long-term needs of the District must identify the impact of operating, capital and deferred budgets. New items must be coordinated with Long Range Planning before submitting to the Board.

## **B. Finance Standing Committee**

### **CHARTER HERONS GLEN RECREATION DISTRICT**

The Finance Standing Committee is subject to the General Policies which apply to all of District's committees and those policies which apply to all Standing Committees.

#### **Purpose:**

The Finance Standing Committee is responsible for recommending financial policies, financial goals and plans, budgets, and District fees that support the mission, vision, and values of the District in providing excellent financial value. The committee reviews the financial statements, financial reporting processes, and financial controls.

#### **Scope of Responsibilities**

1. May attend the budget presentations to review the proposed budget and provide input and comments as requested.
2. Review annual amounts needed for long-term maintenance of facilities and equipment for the annual budget in conjunction with the Long Range Planning committee.
3. Recommend funding options for major capital expenditures or repairs not adequately funded Coordinate with Long Range Planning committee.
4. May Participate with Bank and Bond representatives to review terms for financing, and provide recommendations on the terms and appropriate financing methods.
5. Recommend policies that maintain and improve the financial health and integrity of the District.
6. Review and recommend changes to financial plans and investments to ensure that the fiscal integrity, short and long term, of the District is maintained.
7. Review the financial reports as required against approved budgets. Review with the Board and Management the mid-year results and year-end projections.
8. Review the financial projections of major proposed transactions, new programs, amenities, activities, and services as well as proposals to discontinue services, amenities, Work in conjunction with the Facilities and Amenities and Long Range Planning Committees to make recommendations to the Board.
9. Reviews recommendations of bid oversight and make recommendations to the Board.
10. Review with the Board of supervisors, Audit committee, Management, and the external auditors' significant changes to the financial statements, changes in accounting principles, and accuracy of the District's financial statements.
11. May review the external auditor's annual management letter and monitor Management's implementation of corrective action plans.

#### **Finance Subcommittee on Bid Oversight Responsibilities**

This subcommittee will review proposed purchases for expenditures for Category 2 or higher as outlined in Section 287 of FL statutes and the Purchasing section of these policies.

In addition the Subcommittee shall review Management's analysis and proposals for:

1. New contracts for leases of equipment for the District use greater than \$5,000 and multi-year operating leases. Note: Management should provide the lease vs. buy analysis.
2. All insurance policies and employee insurance benefits.



The Subcommittee's review is to:

1. Ensure all bid requirements are met.
2. Ensure all bids offer comparable requirements.
3. Evaluate Management's determination of the company's ability to perform work or provide product based on references and/or prior work with the District.
4. Evaluate "best value" for the District.
5. Make recommendations to the Finance committee as to offerings and preferred providers.

## **C. Golf Standing Committee**

### **CHARTER HERONS GLEN RECREATION DISTRICT**

The Golf Standing Committee is subject to the General Policies which apply to all of the District's committees and those policies which apply to all Standing Committees.

#### **Purpose**

The Golf Standing Committee will act in an advisory capacity to the Board regarding golf course maintenance, playing condition standards, golf policies, yearly planning, and overall upkeep for the Herons Glen Golf Course.

#### **Scope of Responsibilities**

Management, not the Committee, is responsible for direct oversight and seeing that the golf course is maintained to the desired standards.

1. Rely heavily on the Management's knowledge and experience for agronomic opinion, advice, and answers
2. At Management's request, seek advice and opinions from unbiased, independent consulting agronomists, or equal, as necessary, and appropriate.
3. Submit recommendations to the Board including maintenance schedules, boundaries of play/course playing conditions, golf course operating outlays and equipment needs, for example, fairways, greens, landscaping, cart paths, and so forth
4. Assist with capital and infrastructure recommended requirements for renovations and upgrades to the Board/Long-Range Planning Committee prior to Management's annual budget preparation.
5. Assist Management, as necessary, for their response to any requests or complaints from the golf course members/Residents
6. Identify and assist in resolving issues by providing constructive feedback related to operations and playing condition standards.
7. Refer to the USGA's Glossary of golf Turfgrass Terms to understand the agronomy practices being discussed
8. In April of each year, present a year-end report to the Board that includes unfinished projects and outstanding issues.

#### **Qualifications and Skills**

To ensure that decisions benefit the majority of the golfing membership, committee members should be representative of varying golf skills and should include a representative from each of our Golf Associations if possible.

## **D. Long Range Planning Standing Committee**

### **CHARTER HERONS GLEN RECREATION DISTRICT**

The Long Range Planning Standing Committee is subject to the General Policies which apply to all of the District's committees and those policies which apply to all Standing Committees.

#### **Purpose**

The Long Range Planning Standing committee is responsible for reviewing the requirements and future needs of the District to ensure assets are adequately maintained and replacement planned. It also reviews strategic plans and the annual community survey to identify needs of the community.

#### **Scope of Responsibilities**

1. Review current Capital Expenditures and Master plan, evaluating estimated costs and useful life. Review as needed with the Finance committee funding options.
2. Review current Deferred Maintenance expenditures and Master plan, evaluating estimated costs and useful life.
3. Review the District Strategic Plan and current Survey recommending items for inclusion or removal from the plans.
4. Identify ongoing costs for potential impact on insurance or claims.
5. Review recommendations for short and long term needs of the community provided by the Facilities and Amenities committee. Additionally review parking.
6. Provide recommendations to the Board prior to the expiration of the term.

#### **Qualifications and Skills**

The committee should consist of individuals with a background in business, engineering, construction, architecture, safety & security and/or planning.

## **E. Audit ad hoc Committee**

### **CHARTER HERONS GLEN RECREATION DISTRICT**

The Audit ad hoc Committee is subject to the General Policies which apply to all of the District's committees and those policies which apply to all ad hoc committees.

#### **Purpose**

The Audit Committee helps ensure that Management properly develops and adheres to a sound system of internal controls and provides oversight of and communication with the independent auditors. The committee reports to the Board.

#### **Scope of Responsibilities**

1. May review the annual work plans of the District's auditors, including timelines for work completion.
2. May review the District's financial audit process, including timeliness of Management responses.
3. May review the District's financial reporting processes, internal controls, and any changes needed with Management and the District's financial auditors.
4. May meet with the District financial auditors with and without Management for updates on work performed, changes in the operating environment, difficulties encountered, and opportunities for improvements.
5. Discuss with the District financial auditors and Management changes in Government Accounting Standards Board and progress on implementation.
6. May review complaints regarding accounting, internal controls, or auditing matters. Provide for the confidential review of such concerns.
7. May provide follow-up review to determine Management's resolution of audit findings, working with Finance Committee.
8. The chairperson will schedule meetings as the audit progresses, or as required.

#### **Qualifications and Skills**

The committee should consist of individuals who possess an understanding of financial reporting and auditing. Financial experience in preparing or auditing financial statements, experience in financial and/or government operations and internal controls are highly desirable. The Audit Committee will be comprised of between three (3) and five (5) voting members, including the Treasurer and at least one (1) member of the Finance Standing Committee. The District Treasurer serves as chair.

## **F. Concert Series Selection ad hoc Committee**

### **CHARTER HERONS GLEN RECREATION DISTRICT**

The Concert Series Selection ad hoc Committee is subject to the General Policies which apply to all of the District's committees and those policies which apply to all ad hoc committees.

#### **Purpose**

This committee reviews entertainment performers at live showcases as well as web site videos and recommends shows for the District's concert series.

#### **Scope of Responsibilities**

1. Annually, Management advises Residents of the committee establishment as well as timeframes for showcases. Interested volunteers must be available to attend the showcases.
2. The committee consists of five Residents.
3. The committee reviews and recommends the entertainers for the concert series commencing in January two years hence. (Ex. Committee selected in November 2023 will recommend the 2025 Concert Series.)
4. Management will be responsible for all contacts, scheduling, arrangements, negotiations, and contracts,
5. Management is responsible for processes and dates for sales of tickets.
6. Pricing is established during the budget approval process.
7. Management is the Committee Coordinator.

## **G. Holiday and Special Event Decorating ad hoc Committee**

### **CHARTER HERONS GLEN RECREATION DISTRICT**

The Holiday and Special Event Decorating ad hoc Committee is subject to the General Policies which apply to all of the District's committees and those policies which apply to all ad hoc committees.

#### **Purpose**

This committee assists Management with the placement and removal of seasonal and special event decorations in the Clubhouse at Management's request.

#### **Scope of Responsibilities**

1. This committee operates primarily from October through April. Interested volunteers must be physically present in Herons Glen during those months.
1. The committee consists of five to seven Residents.
2. The committee reports to and works under the direction of management to create a festive and pleasing atmosphere in the Clubhouse.
3. All purchases must be authorized by management prior to the purchase being made.
4. The committee's responsibility does not extend to altering Clubhouse décor or furniture arrangement.
5. The decorating schedule is dependent on the many activities that take place in the Clubhouse. Management will determine the best time to decorate and notify the committee.
6. Ladder, lift and other equipment use is limited to Management and/or staff under the direction of Management.
7. The committee sunsets and members' terms expire each year on April 30<sup>th</sup>.
8. Committee members may apply for re-appointment to the committee.
9. Management is the Committee Coordinator.

## **H. Library ad hoc Committee**

### **CHARTER HERONS GLEN RECREATION DISTRICT**

The Library ad hoc Committee is subject to the General Policies which apply to all of the District's committees and those policies which apply to all ad hoc committees.

#### **Purpose**

The Library ad hoc Committee is charged with keeping the print and non-print media collections of the District organized and updated.

#### **Scope of Responsibility**

This includes:

1. Hardback and paperback books.
2. Magazines and other print periodicals.
3. Puzzles and Games not to exceed the number that can be attractively shelved in bookcases designated for puzzles and games.
4. Using the Collection Development Document determine the appropriateness of the material to be included in the District collection.
5. Using the Collection Development Document weed and discard items as needed to keep the District collection serviceable.

This committee is required to hold one meeting annually in March for the purpose of creating a budget request for the following fiscal year. This budget request shall be turned in to Management prior to the end of April. A written report shall be presented in conjunction with the budget request.

This committee's coordinator schedules committee members.

This committee's liaison is Management.

The Collection Development Document is appended.

## HGRD LIBRARY COLLECTION DEVELOPMENT DOCUMENT

This document is intended to guide the library committee in the selection of materials for inclusion in the collection that are appropriate for the District's demographic. It is also the purpose of these guidelines to assist the library committee in selecting materials for withdrawal from the collection.

### RESPONSIBILITY FOR COLLECTION DEVELOPMENT

The Library committee has established the collection development document within the limits of its charter and with agreement from the board.

### BUDGET ALLOCATIONS

The Board will establish the annual allocation of funds for purchasing library supplies and materials during the budget process.

### PRINCIPLES OF SELECTION

The HGRD Library is intended to provide recreational materials for our residents. It is not the purpose of the Library to educate or instruct. To that end, print items will include both fiction and limited non-fiction titles. Donated material becomes the sole property of the District.

### SELECTION CRITERIA FOR ADDING PRINT MATERIALS

Print materials include books and magazines. Print materials are to be selected in accordance with the following criteria:

- A book's original copyright date should be no more than 10 years in the past with the following exceptions:
  - Currently popular authors as determined by the committee
  - Large print items
- Duplicate titles are allowed but should not exceed two copies per room.
- Non-fiction subjects are limited to: Biography, True Crime and World or American History or commentaries.
- The cover must be in good condition, include all pages and not contain added comments or markings on the pages.
- Materials the committee deems to promote hate will not be included.
- Magazines on various subjects are accepted but are to be no more than 3 months old.

### SELECTION CRITERIA FOR ADDING NON-PRINT MATERIALS

Non-print materials include puzzles and games. Materials are to be selected in accordance with the following criteria:

- Materials must be intact and have all pieces.
- The case or box must be in good condition.
- Non-print materials should make up a small percentage of the collection.

### CRITERIA FOR COLLECTION MAINTENANCE

Both Print and Non-Print Materials are reviewed regularly to assure they still meet the Selection Criteria.

- The library committee will be responsible for reviewing the library collection for the purposes of weeding materials. In addition to continual review of items, over the summer there will be a review of the entire collection.
- Materials no longer useful to the library's collection will be donated to a local charity or discarded as having no value.



## **I. Media Resources ad hoc Committee**

### **CHARTER HERONS GLEN RECREATION DISTRICT**

The Media Resources ad hoc Committee is subject to the General Policies which apply to all of the District's committees and those policies which apply to all ad hoc committees.

#### **Purpose**

The Media Resources Committee provides media resources for sanctioned events.

#### **Scope of Responsibility**

The Media Resources ad hoc Committee's responsibility is limited to providing media resources services in the following priority order, and as resources are available.

1. Meetings of the HOA or District Boards.
2. Activities sponsored by the District.
3. Activities sponsored by the HOA.
4. Any other special function as requested by District Management.
5. Resident groups presenting a program in the District facilities that have received prior Management approval to use sound and/or light.

This committee is required to hold one meeting annually in March for the purpose of creating a budget request for the following fiscal year. A written report along with the budget request shall be turned in to Management prior to the end of April.

This committee shall also designate a coordinator who can determine volunteer availability. The committee coordinator has the option to refuse service and notify Management of the refusal if there are no committee members to work a function.

Management is the liaison for this committee.

## **J. Problem Solving ad hoc Committee**

### **CHARTER HERONS GLEN RECREATION DISTRICT**

The Problem-Solving ad hoc Committee is subject to the General Policies which apply to all of the District's committees and those policies which apply to all ad hoc committees.

#### **Purpose**

The Problem-Solving ad hoc Committee is responsible for assisting the Board, Management, and other District committees in identifying solutions to unique issues that require specific thought, examination, and resolutions.

#### **Scope of Responsibilities**

The ad hoc Committee shall provide recommendations for the sourcing of the resources to assist with the successful implementation, monitoring and completion of the suggested solutions.

1. The Problem-Solving ad hoc Committee shall consist of a minimum of five (5) members to a maximum of seven (7) members.
2. All recommendations will be delivered to the entity requesting assistance and shall also be made available to the District Board for their review, support, and/or implementation as required.
3. This Committee, through Management, may request access to District resources.
4. The Committee shall elect a Chair and Vice Chair. The Chair will establish the next meeting and advise Management and the Board.
5. The General Manager shall serve as Management liaison to the Committee. A member of the Board will also serve as liaison to the committee.

The Committee shall meet as needed.

## **K. Resident Events ad hoc Committee**

### **CHARTER**

#### **HERONS GLEN RECREATION DISTRICT**

The Resident Events ad hoc Committee is subject to the General Policies which apply to all of the District's committees and those policies which apply to all ad hoc committees.

#### **Purpose**

To create a proposed schedule of special functions and events in the ballroom or other facilities as proposed to or requested by and coordinated through Management.

#### **Scope of Responsibility**

This committee will meet as needed to:

1. Work in conjunction with Management in planning and executing events for the benefit of Residents.
2. Complete the proposed schedule of dates and locations for the upcoming fiscal year by May 1st of each year. This does not preclude the addition of events or details at a later date as long as they fit into the budget.
3. Work with Management to define facility set-up and create event menus as needed.
4. Create a budget for all events. The annual budget must ensure ticket prices cover the direct costs over the course of the fiscal year.
5. Select the appropriate entertainment for the committee's ballroom events and suggest to Management possible entertainment for the lounge. The committee may propose entertainers to Management however Management retains final approval and will obtain any needed contracts for entertainment.
6. Recommend to Management appropriate vendors for Food Truck Festivals, and Farmer's Market and work with Management to define facility set-up as needed.
7. Provide information about the scheduled events to available outlets including social media and encourage Residents to attend these functions.
8. Follow the Policies and the Rules & Regulations governing the Food & Beverage Operations and their facilities as they pertain to Resident events, decorations and event setup.
9. Follow the Rules and Regulations governing the storage areas. All items the committee places in District storage become the property of the District and may be used by all District-sanctioned groups as well as the District.
10. If appropriate, provide coverage after the event for the community newspaper.
11. The Committee Chair will present a brief written report to the Board in November, February, April and August. The committee's final report in August must include the account balance and inform the Board as to how the committee requests to allocate any excess funds.
12. All purchases are to be completed by August with goods received by September 30th, or as an alternative, the committee may request funds be allocated for future larger items that benefit Food & Beverage or Facilities Maintenance.
13. If the money is not spent or allocated by Sept 30 of each year it will be recorded as income to the District and be unavailable to the committee.

Resident Events Committee members shall have an opportunity to purchase tickets in advance 3 days prior to ticket sales being offered to the remainder of the community. Such advanced sales are not to exceed 10 tables.

Management is the liaison for this committee.

*As defined in the [HGRD POLICIES & PROCEDURES](#) document as of 05.20.2024.*

**L. Candidate Oath and Qualifying**

STATE OF FLORIDA )

COUNTY OF LEE )

Before me, an officer authorized to administer oaths, personally appeared the undersigned, to me well known, who, being sworn, says:

- I am a candidate for the office of Supervisor of Herons Glen Recreation District;
- I am a qualified elector of (i.e., registered to vote in) \_\_\_\_\_ County, Florida;
- I am qualified under the Constitution and the laws of Florida to hold the office to which I am seeking to be elected;
- I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with that of the office I seek;
- I have resigned from any office from which I am required to resign pursuant to § 99.012, Florida Statutes;
- I will support the Constitution of the United States and the Constitution of the State of Florida.
- I am over the age of 18;
- I am an owner of property in the Herons Glen Recreation District;
- I reside in the District for at least 90 days each year;
- My name, as it is to appear on the ballot, is: \_\_\_\_\_

\_\_\_\_\_  
Signature of candidate

\_\_\_\_\_  
Residence address of candidate

\_\_\_\_\_  
City, State, Zip Code

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Lee County, Florida, appeared

\_\_\_\_\_ who  is known to me or who  has produced \_\_\_\_\_, as identification.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

**M. Sanctioned Group/Activity Application Form**

What is the name of the group or activity? \_\_\_\_\_

Please provide a contact person. \_\_\_\_\_

Phone Number and/or email \_\_\_\_\_

Please provide an alternate contact? \_\_\_\_\_

Phone Number and/or email \_\_\_\_\_

Will you require meeting space in the Clubhouse? \_\_\_\_\_

If so, how often do you plan to meet? \_\_\_\_\_

What is your estimated occupancy need? \_\_\_\_\_

Will you require any additional services from staff? \_\_\_\_\_

Do you intend to raise money other than through dues? \_\_\_\_\_

Please explain the benefit this group will provide to the District or the Residents of Herons Glen. To be sanctioned the Group's primary purpose must benefit the District or the Residents of Herons Glen.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that being named a sanctioned group does not obligate the District to provide services or special facilities beyond those available to all District Residents. It simply allows the group to schedule District space and use District publicity outlets.

Group representative signature \_\_\_\_\_

## N. Donation Form

Member # \_\_\_\_\_

### District Donation Form

When making monetary or property donations this form documents your contribution. Please complete and return this form to the District Administration Office.

Hérons Glen Recreation District may accept donations for purposes that will help the District further fulfill its mission. Decisions on the acceptance or refusal shall be made by the General Manger. Management is responsible for issuing donation receipts and acknowledgments. Only a memorial bench may have markings and all such markings are subject to District approval. No other donation or memorial may be marked in any way.

Donor's Name: \_\_\_\_\_

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

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

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

**Monetary Donation:** \_\_\_\_\_

Memorial Tree(s)/Palm(s)\*: Select from GM plan designating location and types of plantings.

Memorial Bench\*: Select from GM plan showing the location and styles available for benches.

Other: Designate the desired area where funds are requested to be spent or accumulated.

\_\_\_\_\_

\* Cost of tree includes leaf for Tree of Life plaque. Cost of bench includes personalized plaque. Please provide details (plaque will be no more than 8 inches by 3 inches, with a 3-line maximum).

**Property Donation:** GM may consult with committee(s) before accepting donations.

Description of item: \_\_\_\_\_

Estimated Fair Market Value of the item shown in the donation above. \_\_\_\_\_

GM's signature signifying acceptance of the donation: \_\_\_\_\_

All donations are the property of District. The District accepts no responsibility for the replacement and may move or remove items as needed. The timing for the installation of your donation is at the discretion of GM. Weather, delivery times, and work schedules all may influence the installation timing.

The District will issue receipts for gifts to donors.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you so much for supporting the District with your donation.

***Adopted at the August 28, 2024 April 2023 District Board Meeting***

For District staff use:

Actual Location of Donated Item: \_\_\_\_\_

Date Ordered: \_\_\_\_\_

Date Received: \_\_\_\_\_

Date Installed: \_\_\_\_\_

Amount of Deposit \$ \_\_\_\_\_

Actual Final Cost (including leaf or plaque for memorials) \$ \_\_\_\_\_

Date Paid: \_\_\_\_\_

\_\_\_\_\_  
District Staff Member Overseeing the Donation      Position \_\_\_\_\_

\_\_Accounting  
01/31/2023

\_\_Activities    \_\_HOA

Form Creation Date:

**O. Request to Use Targeted Donation Funds**

When requesting the use of target donation funds this form documents your request. Please complete and return this form to the District Administration Office.

Hérons Glen Recreation District targeted funds may be used for durable items that will help the District further fulfill its mission. This completed form should be returned to Management who will then present it to the Facilities and Amenities or other applicable committee or group for vetting. You may be asked to appear at the appropriate committee meeting to clarify the request or answer questions. The final decision on the acceptance or non-acceptance of a requested project or purchase using the targeted funds shall be made by the Board of Supervisors.

Activity or Group’s Name: \_\_\_\_\_

Representative’s Name: \_\_\_\_\_

Representative’s Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Description and Specs of Request:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach a sheet showing a source and estimated cost including shipping and/or installation.**

**Describe how the purchase benefits the community.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If funds are not immediately available, this request form may be kept on file. All items once purchased are the property of the District. The District accepts no responsibility for replacement and may move or remove items purchased with targeted funds as needed. The timing for the installation of an accepted request is at the discretion of the GM. Weather, delivery times, and work schedules all may influence the timing.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**For Committee Use Only** \_\_\_\_\_

The committee or group recommendation to the Board:

\_\_\_\_\_  
\_\_\_\_\_

Committee Chair or Activity Representative Signature \_\_\_\_\_

**Adopted at the January 15, 2024 District Board Meeting**