

RESOLUTION 2009-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
TARA COMMUNITY DEVELOPMENT DISTRICT 1
ADOPTING POLICIES AND A FEE SCHEDULE FOR
RESIDENT AND NON-RESIDENT USE OF DISTRICT
FACILITIES**

WHEREAS, the Tara Community Development District 1 (the “**District**”) is a local unit of special- purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Manatee County, Florida; and

WHEREAS, the Board of Supervisors of Tara Community Development District 1 (the “**Board**”) is authorized by section 190.035, Florida Statutes, to establish fees, rentals, and other charges for District facilities pursuant to Chapter 120, Florida Statutes;

WHEREAS, the Board is authorized by section 190.011 (5), Florida Statutes, to adopt resolutions necessary for the conduct of business of the District; and

WHEREAS, the Board held a public hearing on the 23rd day of July, 2009 to hear public comment on the policies and fee schedule for resident and non-resident use of District facilities.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
TARA COMMUNITY DEVELOPMENT DISTRICT 1:**

Section 1. The Board of Supervisors hereby adopts the policies and fee schedule for resident and non-resident use of District facilities attached hereto as **Exhibit “A”**.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 23rd DAY OF JULY, 2009.

Attest:

By: 


Name: Jonathan Miller

Assistant Secretary

**Tara Community Development
District 1**

By: 

Darby Connor


Vice Chair of the Board of Supervisors

**Tara Community Development District No. 1
Community Center
Rental and User Fees**

Rental Fees: Rental Fees shall mean those fees, including applicable security deposits and cleaning fees, charged for the exclusive use of the District community center for private functions. (The District pool, tennis facilities, or any other area located outside of the District community center may not be rented for private functions).

User Fees: User Fees shall mean those fees charged, on an annual or daily basis, for the non-exclusive use of the District pool, community center, and tennis facilities.

Security Deposit: A refundable security deposit of \$100 shall be charged for all private rentals. Upon inspection by the District staff and the determination that there are no damages, the deposit will be fully refunded. The deposit will be fully refunded if the private function is cancelled due to inclement weather or emergency. However, deposits are non-refundable in the event that a private function is cancelled with less than forty-eight (48) hours notice.

Cleaning Fee: A non-refundable fee of \$100 shall be charged to cover the cost of cleaning the facility subsequent to its use for private functions if necessary.

District Residents
User fees do not apply. Residents who lease their property to another party will be deemed to have transferred his or her right to use the District pool, community center, and tennis facilities without payment of User Fees to the tenant for the term of the lease. During the term of the lease, the owner of the leased property will be required to pay User Fees for use of the District pool, community center, and tennis facilities unless the owner resides at another property within the District.
Non-Residents
User fees apply. The District shall charge User Fees to those individuals who do not reside within the District but wish to use the District Pool, community center and tennis facilities. Individuals who do not reside within the District may pay User Fees on an annual or a daily basis. Payment of User Fees shall entitle an individual and his or her immediate family to the non-exclusive use of the District pool, community center, and tennis facilities. Individuals wishing to register as non-resident users of the District pool, community center and tennis facilities should contact the District Manager at (813) 933-5571.

Resident and Community Organization Fees and Deposits	Fees and Deposits
Residents, government organizations, Tara & Preserve homeowner's associations, condominium associations, property owners' associations and community organizations with residents as members for free events that are open to residents of the District. (4 hour block of time)	No Fee (See cleaning fee above)
Residents that rent the District Community Center for private events. (4 hour block of time)	\$50.00 Rental Fee
Residents or such organizations who use the District Community Center on a regular basis for public events, as defined at the discretion of the District, must pay a refundable \$100.00 deposit, which will be used by the District only if cleaning or repairs are needed as a result of the resident's or organization's private function having been held. Costs for cleaning and repair over the \$100.00 deposit shall be billed to the resident or organization. (4 hour block of time)	\$100.00 Deposit
Non-Resident Fees	Fee
Deposit	\$100.00
Annual	\$1000.00
Daily	\$50.00
Rental Fee for District community center (4 hour block of time)	\$300.00

A complete listing of all regulations and fees is available at the District Community Center by contacting the CDD Field Manager. Friday, Saturday and Sunday evenings shall be reserved for use by individuals and or group parties. No organizations may reserve these evenings from 5:00 p.m. to 11:00 p.m. The CDD Field Manager may schedule organizations in these time slots if and only if no individuals or group parties have requested that evening. Additionally, if organizations have been scheduled for any one of these evenings and then an individual or group requests the Community Center for that evening, the organization must forego (give up) their claim on that evening, with no exception. Any organization, individual or renter (excluding official organizations such as the Master

Home Owner Association, Tara Community Development District No. 1, Condominium Association, Villa Landscape Association or their committees, etc.) shall not have the use of the Community Center if they cannot guarantee at least 8 participants in their meeting.

**Tara Community Development District 1
Community Center Policies**

1. The community center is for use by residents of Tara Community Development District I, their guests, and non-resident renters.
2. Until such time as the District determines that staffing is appropriate, the community center shall remain closed unless reserved for a specific function.
3. The community center may not be used under any circumstances without the prior scheduling of the event with the field manager, and that the activity or rental is posted on the official calendar.
4. Parties wishing to make reservations for private and exclusive use of the community center, not-to-exceed 4 hours, shall contact the District Manager no later than two (2) weeks preceding the date of the reservation requested. Reservations are taken in the order in which they are received. The community center may not be reserved on legal holidays or Saturdays before 5:00 p.m. Any illegal activities as defined by Florida statutes or Manatee County ordinances will not be permitted within any community facilities. All renters must be present during the entire time that they have rented the community center.
5. The following organizations may use the community center at no charge, but must return the community center to its original state of cleanliness and setup as they found it or pay a \$100 clean-up fee. Additionally they must advertise on channel 118 or digital channel 796 as a public notice of their acceptance of any resident in their activity.
 - a. Daytime Bridge
 - b. Nighttime Bridge
 - c. Mahjong Group
 - d. Quilt Group
 - e. Card Night

(Use of the community center by these groups (a, b, c, d, and e) is dependent upon their maintaining at least 8 people in their activity on a continuing basis. If less than 8 people are regularly attending then that group's privilege will be revoked until that group is able to sustain 8 or more people per week.

6. All persons using the community center do so at their own risk.
7. Residents using the community center for the purpose of soliciting for money or offering a service for money, or having an option to solicit for money or a paid

service at a later date must pay a \$50.00 rental fee for each meeting held in the community center.

8. Under no circumstances may a resident reserve the community center free of charge or at the \$50.00 charge and sublet the facility to a non-resident or non-resident organization. This rule applies to church organizations, charitable organizations, relatives, and friends.
9. Children under the age of 12 must be accompanied by an adult (18 years of age or older) at all times while in the community center.
10. Skateboards, in-line skates and similar equipment are not allowed in the community center at any time.
11. Furniture shall not be removed from the community center at any time.
12. After use of the community center, all equipment, furnishings, and property of the District shall be returned to its original location and condition.
13. The District is not responsible for items left on the premises. It shall be the responsibility of any party using the community center to remove food or other items from the community center.
14. All persons using the community center shall obey the Manatee County noise ordinances and the posted capacity limits of the facility as defined by the Manatee County Fire Marshall.
15. No animals except service dogs as provided by law shall be allowed in the community center without written authorization from the District Manager.
16. In accordance with the District's insurance policy, alcoholic beverages may not be sold in the community center. Renters must purchase any alcoholic beverages prior to the event, and the renter or their caterer may not sell the alcoholic beverages in the community center.
17. Caterers must add the District as an additional insured prior to the event and must provide the District with a copy of the insurance certificate.
18. Renters must abide by all applicable laws and regulations while using the community center.
19. Subject to review by the Board of Supervisors, the District Field Manager may suspend the privileges of any resident or guest to use the recreational facilities that violates these policies.

The District Field Manager may be contacted at (941) 756-2416 (Community Center) or toll free at (866) 647-1717.

**Tara Community Development District No. 1
Tennis Court Policies**

1. Tennis courts are for use by residents of Tara Community Development District 1, and non-resident permit holders. Guests are permitted only when accompanied by a resident. Guests are limited to three (3) guests per household.
2. No user activity except tennis is permitted on the courts. Skateboards, bicycles, roller skates, radio controlled cars, etc. are not permitted on the courts or walkways surrounding the courts. Anyone found violating this rule is subject to forfeiture of his or her right to use the courts.
3. No pets are permitted on the tennis courts.
4. No food or alcoholic beverages are permitted on the courts.
5. Children under the age of 12 must be accompanied by a parent or person 18 years or older at all times.
6. Tennis shoes must be worn on the courts. Shirts must be worn at all times.
7. Courts are available on a first-come, first-served basis. There are no advanced reservations. The "holding" or "saving" of courts is expressly prohibited when players are waiting. Play is limited to 1 1/2 hours.
8. Tennis may commence daily at dawn and may continue using lights until 9:00 PM
9. Players are required to observe tennis etiquette, as well as rules of good conduct on and around the courts.

The District Field Manager may be contacted at (941) 756-2416 (Community Center) or toll free at (866) 647-1717.

**Tara Community Development District No. 1
Pool Policies**

1. The pool is for use by residents of Tara Community Development District 1, their guests, and non-resident permit holders.
2. The pool may be closed from time to time for private functions after sunset and on weekends. Notice of private functions will be posted seven days in advance.
3. Life guards will not be present. All persons using the pool do so at their own risk.
4. Children, 12 years old and under, must be accompanied by a parent or person 18 years or older at all times.
5. All persons using the pool must abide by the posted loading limits established by law for the maximum number of swimmers in the pool at one time.
6. All pool users must shower before entering the pool.
7. Proper swim attire (no cut-offs) must be worn in the pool.
8. Towels must be used on pool furniture.
9. No chewing gum is permitted in the pool or pool deck area.
10. Alcoholic beverages are not permitted in the pool or pool deck area.
11. No glass containers are allowed in the pool or on the pool deck area.
12. All food and drink must be kept a minimum distance of 10 feet from the pool.
13. No large flotation devices are allowed in the pool.
14. Infants and toddlers must wear swim diapers. Regular disposable and cloth diapers are not permitted in the pool.
15. For the comfort of others, changing of diapers, clothes, etc. is not allowed at poolside.
16. No one shall pollute the pool. Anyone who does so is liable for any costs incurred in treating or correcting the problem.
17. Out of consideration for others, radios must be kept at a low level.
18. Radio controlled watercraft are not permitted in the pool.

19. Pool entrances must be kept clear at all times.
20. No smoking is permitted in the pool or on the pool deck area.
21. No animals, except service dogs as provided by law, are allowed in the pool or on the pool deck area, without written authorization from the District Manager.
22. No swinging on ladders or railings is allowed.
23. No diving, jumping, pushing, running, or other horseplay is allowed in the pool or pool deck area.
24. Pool furniture may not be removed from the pool deck area and shall never be placed inside the pool.
25. Loud and abusive language is prohibited.
26. Any person swimming when the pool is closed may be suspended from using the pool.
27. No roller blades, skateboards, or bicycles permitted in the pool deck or recreation area.

THUNDERSTORM POLICY:

THE DISTRICT DOES NOT HAVE ANY STAFF MONITORING THE POOL. IF LIGHTNING IS SIGHTED BY ANYONE AT THE POOL, REGARDLESS OF LOCATION, THE POOL WILL BE CLOSED FOR 30 MINUTES. AT THAT TIME, IF NO OTHER LIGHTENING IS SEEN, THE POOL WILL REOPEN. IN CASE OF A THUNDERSTORM (WITH THUNDER ONLY) IN THE IMMEDIATE AREA, THE POOL WILL BE CLOSED FOR 15 MINUTES. IF NO THUNDER IS HEARD DURING THAT 15 MINUTE PERIOD, THE POOL WILL BE REOPENED.

FECES POLICY:

IF CONTAMINATION OCCURS, THE POOL WILL BE CLOSED FOR 12 HOURS AND THE WATER WILL BE SHOCKED WITH CHLORINE TO KILL THE BACTERIA. PARENTS SHOULD TAKE THEIR CHILDREN TO THE BATHROOM BEFORE ENTERING THE POOL. IF A CHILD IS NOT COMPLETELY POTTY TRAINED, THEY MUST WEAR A SWIM DIAPER AT ALL TIMES.

The District Field Manager may be contacted at (941) 756-2416 (Community Center) or toll free at (866) 647-1717.

**Tara Community Development District No.1
Community Center Rental Agreement**

This Tara Community Development District No.1 Community Center Rental Agreement (the "Agreement") for use of the CDD's community center (which does not include the CDD pool, tennis courts, or any other area located outside of the CDD community center building) located on Tara Preserve Lane (the "Community Center"), is made as of the _____ day of _____, 20__ between the Tara Community Development District No. 1 (the "CDD") and _____ (the "Renter").

1. **Services.** The CDD shall rent the Community Center to the Renter for exclusive use of the Community Center on _____ beginning at _____ a.m./p.m. and ending at _____ a.m./p.m.

2. **Payment and Terms.** Renter acknowledges that the rental fee is \$ _____ which must be paid in advance. Renter acknowledges that the rental fee is for the use of the Community Center for the date and time as specified above. Renter acknowledges that a non-refundable cleaning fee of \$100 which must be paid in advance shall be charged to cover the cost of cleaning the Community Center after the rental.

3. **Damage or Loss to Facility, Furniture and Accessories.** A refundable security deposit of \$100 shall be charged for all private rentals. Upon inspection by the CDD staff and the determination that there are no damages to any property owned by the CDD, the security deposit shall be fully refunded. The security deposit shall be fully refunded if the private function is cancelled due to inclement weather. However, security deposits are non-refundable in the event that a private function is cancelled by the Renter with less than forty-eight (48) hours notice. In addition, the Renter shall reimburse the CDD for the cost of damages in excess of the security deposit caused by the Renter or their guests at the event.

4. **Termination.** This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party. Notwithstanding the foregoing, in the event of an emergency the CDD may terminate this Agreement immediately. If there is an emergency which requires the termination of this Agreement by the CDD, the CDD shall return all deposits and non-refundable fees.

5. **CDD Community Center Use.** Renter hereby agrees that the number of persons attending the event to be held at the Community Center shall not exceed the maximum number of occupants as permitted by all governmental authorities with jurisdiction over the Community Center. If the number of persons attending the event exceeds this amount or the Renter is not physically present at the event at all times, the CDD may terminate the event immediately. Renter hereby agrees that they shall be present for the entire time that they have rented the Community Center. Renter acknowledges that the CDD pool, CDD tennis courts or any other area located outside of the Community Center building is not part of the area they are renting under this Agreement. Renter and their guests shall not alter, damage, or modify the Community Center; decorations shall not be pasted, tacked or nailed to the Community Center walls; the Community Center must be restored to its original condition including the placement of tables and chairs at the conclusion of the rental;

and all garbage must be placed in the trash receptacles at the end of the event. Renter and their guests shall not use the Community Center for any unlawful purpose, and the Renter and their guests shall abide by the CDD's policies governing the Community Center. Renter acknowledges that alcoholic beverages may not be sold in the Community Center. Renter must purchase any alcoholic beverages prior to the event, and Renter (including their guests or their caterer) may not sell the alcoholic beverages in the Community Center. In addition, the Caterer must add the CDD as an additional insured prior to the event and provide the CDD with a copy of the insurance certificate.

6. **Release and Indemnification of the CDD.** Renter, to the fullest extent of the law, hereby waives, releases, and discharges the CDD its employees, agents, and supervisors from any and all losses, claims, liability or damages, including but not limited to losses, claims, liability or damages to personal property or for any personal injury or harm suffered on CDD property in connection with the rental of the Community Center and further agrees to hold the CDD harmless from, and will indemnify and defend the CDD against all liability or damage which may arise in any manner whatsoever, whether directly or indirectly, from the event held at the Community Center or which may be caused by any person attending the event to be held at the Community Center.

7. **Modification of Agreement.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement may only be modified in writing executed by both parties.

8. **Assignment and Sublease.** Renter agrees not to assign this Agreement or sublet all or part of the Community Center without prior written consent of the CDD.

9. **Governing Laws.** This Agreement shall be governed by the laws of the State of Florida.

10. **Attorney's Fees.** In the event of any dispute or damage claim arising with respect to the enforcement of this Agreement, the prevailing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and legal assistants' fees and costs incurred by reason of such action, including appellate proceedings.

Renter

**Tara Community
Development District No. 1**

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

**Tara Community Development District No.1
Community Center Rental Application**

Date and Time Requested for the Rental: _____

Name of Renter: _____

Address of Renter: _____
(Street Address)

(City, State and Zip Code)

Resident: Y / N Non-Resident: Y / N Resident Commercial: Y / N

Type of Function to be Held: _____

Security Deposit: \$ _____ Check No. _____

Cleaning: \$ _____ Check No. _____

Notes:

1. All security deposit checks will be held until certification by a representative of the Tara Community Development District No. 1 that the Community Center is free of damages and that the facility has been left clean. The state of cleanliness shall be determined by sole discretion of the CDD representative.

2. Please note that the rental of the Community Center is subject to limited availability, and the submittal of an application does not guarantee that the Community Center will be available at the date and time requested.