

**MINUTES OF MEETING  
HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

A rule development workshop of the Board of Supervisors of the Harmony Community Development District was held on Thursday, April 24, 2008 at 9:45 a.m. at the Harmony/Greensides, 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Robert D. Evans	Chairman
Greg Golgowski	Vice Chairman
Kenneth Peach	Assistant Secretary
Nancy M. Snyder	Assistant Secretary

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Tim Qualls (by phone)	District Attorney
Steve Boyd	District Engineer
Todd Haskett	Harmony Welcome Center
Shad Tome	Harmony Development Company
Several Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Evans called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Discussion of an Amendment to Chapter 1, Rule 1.5 of the Harmony CDD Rules of Procedure Relating to Use of Parks and Recreation Facilities**

Mr. Evans stated this workshop is for the development of an amendment to Chapter 1.5 of the Harmony CDD Rules of Procedure relating to the use of parks and recreation facilities. We received the proposed draft of the rule from District Counsel to amend the current recreational facilities policy to provide a greater explanation for use of the boating facilities, soccer fields and volleyball court. Mr. Qualls provided some recommendations for a point of discussion.

Mr. Qualls stated this is simply a workshop and nothing will be adopted today. This is only a rough draft. The point of this workshop is to look over and discuss the documentation. I am happy to take notes so we can set the best possible policy for these facilities.

Mr. Evans stated what prompted this is we incurred damages or misuse of certain assets of the District, mainly the boating area and felt it was necessary to enhance the policy and procedures for the use of these. Correct?

Mr. Qualls responded this is how it came about, but in general, it is a good idea to adopt rules to outline the policy and bolster the rules so everyone in the community can enjoy these facilities and have them well maintained. The purpose of the District is to maintain the infrastructure.

Mr. Evans stated the language you used seems to be adequate in your introductory comments, but when we get into the area of a security deposit, we also need to think about the implementation and execution of this requirement. It is my understanding we are trying to implement a method to recover damages and provide an inducement not to cause damage. If we are going to require a security deposit, we need to determine the following:

- Whether the method of the security deposit will be cash, check or credit card.
- Whether the amount is fair and equitable
- Whether a credit card will be kept on file for applicants registering with the District as users

Mr. Qualls stated that sounds good to me.

Mr. Evans stated I am looking for some suggestions on the best way to implement such a policy. It is a two sided equation. When you create a requirement, you also need to have a mechanism in place to implement the requirement; otherwise, it has no true function. If we implement a security deposit, somehow we need to implement and execute this deposit requirement efficiently.

Mr. Moyer stated correct. Any time you handle cash, it creates somewhat of a problem. Certainly we can take the credit card information and put it on file and require updated information 30 days prior to the expiration of the credit card. This way we have something to track to make sure we have a current credit card. I think we can set this up easily in a computer database where as part of the application, they give us the card number and expiration date. If there is damage, we can simply provide a charge to the credit card company applicable to the extent of the damage. I support requiring a credit card for the security deposit. However, those who do not have credit cards, the next level down is to accept a check in an amount to be determined. We will not cash the check, but simply hold it. If the check has not been cashed

after 90 days, the applicant has to provide us with a new check. Whatever we implement is going to require some monitoring by the District, but you cannot do this any other way.

Mr. Evans stated we require a resident to sign a waiver whenever they use the facilities. Correct?

Mr. Qualls responded yes.

Mr. Evans asked could we incorporate their credit card information into the waiver? In other words, request a credit card number and have them acknowledge to the extent of any damages, we have the right to charge their credit card. By doing this, you are leaving the amount open ended and have them be responsible for any damages. We can give them the chance to prove they did not cause the damage before charging them. As an alternative, we can establish a security deposit and if any damages exceed a certain amount; we reserve the right to pursue them for additional damages. At least we get some money. The purpose of a deposit is to recover money in the event of damages. What are your thoughts, Mr. Qualls?

Mr. Qualls responded what you are saying makes sense. A security deposit is different than a fee. As part of this policy, we can have a disclaimer or sign up sheet for use of the facilities and on the same sheet provide a space for the preferred method of collecting the security deposit. We can ensure their credit card information is protected or lay out a way to collect a check and the circumstances under which the check will be deposited. There is a separate issue of charging fees for parties held at the facility. You can charge a non-refundable fee to help with the maintenance of the facility. There are a myriad of options available, but I like the idea of incorporating the security deposit on a separate sheet, which the resident has to fill out and sign before using the facility.

Mr. Evans stated my concern with taking a check is we either have to hold the check or deposit the check and there is a process issue. I do not know many people who do not have a credit card. I only want to ensure the resident's information is adequately protected to whatever measures are available to us. If someone wants to use a boat, they need to give us a security deposit along with a waiver, granting us the authorization to charge them for any damages.

Mr. Qualls stated we can draft such a waiver. If you request a credit card rather than a check, it makes the process easier.

Mr. Evans stated hopefully we do not have to pursue them once we implement this procedure.

Mr. Peach stated as an alternative to us holding a resident's check, we can set up an automatic debit using a voided check. By doing this, you have access to drawing against their checking account, just as you do against a credit card account.

Mr. Evans stated I am not sure how this could be implemented. I know certain companies collect automatic payments through a checking account, but I am not sure the District could legally do this.

Mr. Moyer stated I do not have any experience with this, but I am familiar with this process.

Mr. Peach stated the YMCA of Central Florida automatically charges a members account on a monthly basis for an agreed upon fee. Similar to a credit card, you are setting up a method of retrieving the funds if you need to, but not charging them unless any damages actually occurred.

Ms. Snyder stated the problem is when a resident has insufficient funds in their checking account.

Mr. Peach stated the same could happen with a check.

Ms. Snyder stated with a credit card, you can eliminate these problems.

Mr. Peach stated I agree with a credit card being the best way, but I am talking about an alternative way for someone who does not have a credit card to place a security deposit.

Ms. Gina McGinnis stated debit cards are frequently used by people who do not have credit cards.

Mr. Evans stated whether paying by debit or credit cards, there needs to be a simplified method of securitizing a deposit so when someone walks up and says "I did not know this or read this", you can get their debit or credit card number as a way to acknowledge their accepting responsibility. I do not know if we can leave it open ended.

Mr. Moyer stated if you do this by contract, you can leave it open ended. Mr. Qualls can provide further clarification, but the District can run the credit card, but at some point, the money has to be refunded at the request of the person or at the expiration of whatever time frame we set up. If you leave it open and broad enough to cover the amount of damages, it is easier to administer.

Mr. Evans stated this brings up a good point because it seems cumbersome to charge someone a fee in the morning and credit them later on the same day. The purpose of requesting

the security deposit is to cover us in the event of damages. The damages may not be determined at the event and it may be a situation where we determine there is damage and we notify them about the damage. However we may have to get an assessment of those damages or an estimate to repair, which then provides us with the remedy to collect on those damages. I guess we are thinking more of an open ended security or damage guarantee.

Mr. Qualls stated I will do some research and provide two options. One option should be to take down the credit card information and once damage has occurred to run the card. The second option should be to charge the individual a set amount up front and then reimburse them when there is no damage. I will research the legal requirements and then work with the District Manager on how best to implement them. I think the direction is clear to require a credit card before a boat can be used. We just need to get the specifics on the best way to do this.

Mr. Evans asked can you coordinate with Mr. Moyer and Ms. Wright to work out a mechanism and come back to us?

Mr. Qualls responded absolutely.

Ms. Snyder asked what if there is something to repair like what the Dock Master just repaired? Should we try to make the repair first to avoid a larger amount for damages? Who is going to implement this? We need someone there more than once in awhile. We should have someone there to sign boats in and out so the next person is not billed.

Mr. Moyer responded all of this is in the policy. There is also language upon return of the boat, there will be an inspection. I think the inspection has to occur when the boat is returned.

A resident asked is it possible the cost of implementation and enforcement will exceed the return?

Mr. Evans responded absolutely. This will be part of the discussion on the cost and benefit. We had issues raised where we need to take action to recover damages. However, as we talked about in the past, sometimes it costs you more money to try to recover those damages than making the repairs. We may exercise the right for us to pursue damages as opposed to having a deposit by having the party acknowledge in this waiver they accept full responsibility for any damages. Maybe we should enhance this. This is the purpose of us having this dialogue.

The resident stated we know when someone takes a boat out or uses the facility because they sign a waiver.

Mr. Qualls stated it is part of the boat waiver. In order for someone to use a boat, they acknowledge if there is any damage, they will be responsible.

Mr. Evans stated then you get into the collection aspect of sending them a bill and hoping they pay you. If you have their credit card information, at least you have an avenue to pursue. I think we want to make this policy as simple to enforce and implement, but we do not want to spend an exorbitant amount of funds to execute it.

Ms. Snyder stated this is more of a deterrent so the party is fearful of the consequences versus having no consequences at all.

Mr. Evans stated exactly. If you need to give someone your credit card information, an enlightenment aspect takes place.

Ms. Snyder stated when you stay in a time share, you have to provide your credit card imprint in case you incur any fees for damage. Hotels do this as well. This is not going to be unusual for residents who use the boat to provide. I think having a credit card on file is much easier than receiving a check because with a check, you need to go through a clearinghouse and have to wait two weeks for the check to clear. If they do not give you accurate information, it could be a lengthy process. With an automatic withdrawal, you are looking at having to wait at least 15 days for access to the account. A credit card is much quicker.

Ms. McGinnis stated we have a page on the Harmony CDD website, similar to the reports page, where people can reserve a boat. They can enter the time, date and sign a waiver. All of their information is available right there. They can enter their credit card information as it is a secure site. This way, no one has to handle any credit card information. There is also a form they can print out, showing a picture of the boat they are renting. For example, when you rent a car, they have a page showing the car you rented and listing any prior damages made to the car, so you know about any damages before taking the car off of the rental lot. You do not want the person to fill this information out after they brought the boat back. There needs to be some way of knowing what the damages are and when they occurred.

Mr. Evans stated all of these are good points when it comes to implementation versus cost recovery. It may end up costing us far more money to bring on additional staff to try to implement these ideas, but we need to weigh those costs against any potential damages. It is great to discuss these ideas and there may be some that are more cost effective to implement. It goes back to being a deterrent. If someone places a security deposit, they are going to keep the

boat cleaner and be more cognizant since they will be held accountable. You will not have the kids running down there wanting to use a boat and not paying for it.

Mr. Peach asked does the Dock Master keep a log of when the boat is inspected?

Mr. Golgowski responded he maintains a log of when the boats go out.

Mr. Peach stated one of the issues with the cost of implementing this is having someone checking the boats when they come back in. If the Dock Master checks the boats at certain times during the day and logs them, you would know if any damage is noted. The damage may have occurred three or four instances prior to this one and may eliminate the need for him to check the boat every time it comes back in. There can be a debate between three users, but at least you can narrow it down.

Mr. Evans stated we can always add provisions for obligating the user of the boat to perform a visual inspection of the boat prior to taking it out and if they see something such as a ding or oil leak, they can bring it to the Dock Master's attention.

Ms. Snyder stated I think it should be the personal responsibility of everyone renting a boat to make a visual inspection. When we have taken the boats out before and there has been an issue, we call the Dock Master to let him know about it. I want to alert him to it, just from a personal responsibility standpoint.

Mr. Evans stated you are implementing common sense.

A resident asked what about a sealed mailbox with forms. They can fill out a checklist before they take a boat out to make an inspection. At least there is a record of the fact they noticed some damage. You can put a time stamp on it so you know when the form was filed. This is a way of reporting an issue and keeping track of it.

Mr. Tome stated at a previous meeting, it was noted the Development Company employs WTS, an international group. The Activities Director visited a community WTS manages in South Tampa called Mira Bay. He recently provided some notes back to the Development Company, which we discussed at an Operations Meeting held on Tuesday. I believe he is in the process of clarifying some items, which were unclear. What was definitely clear was in this particular community, which has a Dock Master for their docks, canals and boating facilities, by employing someone full-time they found the cost benefit analysis showed it was better to hire someone full-time than to spend money on repairs. At some point, this analysis will be provided

to Mr. Golgowski to bring to a future meeting. Hopefully we can learn from what they found out.

Mr. Evans stated we discussed this matter at great length. I would like for Mr. Golgowski, Mr. Qualls, Mr. Moyer and Ms. Wright to brainstorm over some different ideas on how we can create and implement such a program. There may be several options we can explore in greater thought. In regards to the use of the swimming pool, I noticed you added some language in the policy.

Mr. Qualls responded I added some language, but this is just a recommendation. Ms. Wright made several good suggestions, which I incorporated.

Mr. Evans stated the following language was added under 3.1:

- a. *The pool and pool facility must be maintained in a neat, clean and sanitary condition at all times and the pool user must use his or her best efforts to deter vandalism and protect the premises equipment and improvements owned by the District. The pool user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible.*
- b. *Swimming is only permitted during pool hours of operation.*

Mr. Evans asked have we established hours of operation?

Mr. Qualls responded we designated daylight to sundown in the rule.

- c. *In order to use the pool facilities, an access card must be obtained from the District.*
- d. *Children under the age of \_\_\_ must be accompanied by an adult over the age of 18.*

Mr. Evans asked is there a statutory requirement for this provision?

Mr. Qualls responded no. I felt it was a good concept but I did not know what age to specify. Some rules required children under the age of 18 to be accompanied by an adult. In my mind, this was extreme, but it is up to the Board.

Mr. Evans asked is this an arbitrary note? How many people are actually going to pay attention to this?

Mr. Qualls responded good point.

Mr. Evans stated this is something you can point out. I suggest children under the age of 12 be accompanied by an adult.

Ms. Snyder stated I agree. If something happens, we have a rule to fall back on.

Ms. McGinnis asked what is our legal responsibility as a community if a seven year old is alone in the pool and drowns?

Mr. Evans responded the parents are always responsible for their kids. This is the first rule of defense. They always try to blame someone else.

Ms. McGinnis stated there are two sides. From a community standpoint, this helps us maintain our community, but from a legal standpoint, we need to make sure we protect ourselves legally.

A resident stated there is a sign at the pool prohibiting smoking, but people routinely are smoking at the pool. No one wants to tell someone they are not allowed to smoke. If you walk in and there is a seven year old kid swimming by themselves and he is not supposed to, who is going to throw him out?

Ms. Snyder responded the point is the rules are posted so parents will keep their children from going into the pool alone. If not, at least, we are covered legally. The CDD does not have any enforcement rights. All we are trying to do is educate people on what we expect and set as a rule. Beyond this, we are simply protecting ourselves by having this language in the rules, which is a great idea.

Mr. Peach stated it seems to me we are opening ourselves up more rather than saying use of the pool should be under adult supervision. This tells anyone using the pool adult supervision is expected.

Mr. Qualls stated I think that is a great idea. Many times with rules and policies, less is more. The language will now read:

*d. Children's use of the pool must be pursuant to adult supervision at all times.*

Mr. Golgowski asked do you have a definition for "child"?

Mr. Qualls responded no.

Mr. Golgowski asked do you want to have a set age?

Mr. Qualls responded I do not think it is necessary.

*e. Access privileges may be suspended for not following the rules and/or other issues (vandalism, willful and malicious disregard for the rules, etc.)*

Mr. Qualls stated I need to look into this more about how this will work, how long the suspension will be and things of this nature. I will research this more, but people should expect

if they violate the rules, there has to be some consequences. The question of course becomes how to enforce those consequences.

Mr. Evans stated they can either be suspended or have their privileges revoked.

A resident asked are you going to take away their key?

Mr. Evans responded if you suspend their use of the facilities, they are no longer allowed to use their key and you can call the Sheriff to escort them off the premises.

Ms. McGinnis stated a couple of weeks ago when we were at the pool, a lady climbed the fence with her kids because she lost her key. She could have spent \$25 to get another key. My husband talked to her and she was very defiant. She left her keys on the other side of the fence so he picked up her keys and took them to the Welcome Center and turned them in. I have no idea what happened with her keys or how she got home with her kids, but you cannot stop someone from climbing a fence. She lives in our community, but does not want to pay the \$25 to get her key replaced. How do you monitor this?

Mr. Evans responded this is one issue we encountered numerous times. We learned the more rules you create, the more enforcement you create. It is unfortunate for us to tell people "These are some basic guidelines we want you to follow".

Ms. McGinnis stated she should have two keys.

Ms. Snyder stated she may not be aware she is permitted to have two keys.

A resident asked why are we not employing an \$8 to \$10 teenage lifeguard for the summer? I own property in Ocean City, Maryland and have security and pool restrictions. The minimal cost of a guard for such a small pool is a no brainer.

Mr. Evans stated we can look into this. We received some great input at these budget meetings, but many ideas were discarded because no one wanted to pay for the implementation. This is not an area we have experience in. I have been a Lifeguard for years, but this is different. This is something we need to discuss in regards to what it will cost to have someone at the pool on a part-time basis. We talked about having swim classes and swim lessons and trying to get all the kids to participate. Hopefully we will have a greater participation for aquatics, because it is a tremendous benefit just from the overall safety. We can definitely explore what the true cost would be or the assumption of liability.

A resident stated as residents, we should encourage people with positive comments to come to the meetings instead of all the people who are against it, which are a handful, unfortunately.

A resident stated perhaps the lifeguard issue should go before the ROA.

Mr. Evans stated they do not own the property.

The resident stated the residents are using the pool. A lifeguard is not instructing.

Mr. Evans stated it is a service to be provided by the District on District owned property as opposed to the ROA. The ROA has limited capacity. It should fall under the responsibilities of the District. It is just a function of use, cost and cost to benefit. We need to get enough support behind it and enough of the residents to say "We want to explore this". I think there is going to be tremendous benefit from it, but we need the residents to say they want it and will pay for it.

The resident stated this is exactly why I said to have the ROA consider it so the residents can see the true cost of providing this service to them.

Mr. Evans stated it will be a separate line item when we get into our budget discussions. Our budget is comprehensive. Every item is analyzed and broken down in great detail. I do not know the cost for a lifeguard. The Recreational Director may have some idea on the cost and assumed responsibilities.

Mr. Tome stated we are looking at instituting a summer program. The Activities Director is contacting a few people about working for an hourly wage. There will be a fee associated with this program, because someone will watch the children from 9:00 a.m. to 5:00 p.m. and do field trips and other activities. We have also been looking into having a card system where everyone will be provided with a photo ID to gain access to any facility. If you need to keep someone out, you can void this person and every other person in the same household from the computer. However, we cannot stop them from climbing a fence. We wanted the residents to have a card identifying them as a resident. This is rather inexpensive to do and we are hoping to have a contract shortly to provide to the CDD Board.

Ms. McGinnis stated we do not want people who work to drop off their eight to ten year olds for the entire day over the summer.

Mr. Evans stated we are going to discuss more ideas regarding the pool.

*e. Resident may only bring \_\_\_\_ guests to the pool.*

Mr. Peach stated page seven refers to a special event fee for 10 or more attendees. I feel a resident should only be allowed to bring nine guests to the pool. When a resident brings 10 guests, it should be considered an event.

Ms. McGinnis stated in other words, a resident is permitted to have a birthday party with eight kids.

Mr. Peach stated if we agree later on to define an event by a certain number, I suggest keeping it open to this number. In any event, you need to lower the number of participants.

Mr. Evans asked are you saying an event should be defined as eight or more guests?

Mr. Peach responded up to nine.

Mr. Evans asked if an event has 10 attendees, it should include residents as guests. It is excessive for a resident to bring more than nine guests to the pool.

Ms. McGinnis asked how many people is the pool safe for?

Mr. Evans responded I cannot tell you because you have to take the park into consideration.

Mr. Tome stated the capacity of the swimming pool is 80 people.

Ms. McGinnis stated if three or four residents brought 10 kids for a party, there is not much room for residents.

A resident stated during the day, there is hardly any usage. The weekends get fairly busy. We are sounding like the pool police.

Mr. Evans stated the magic number is nine.

Ms. Snyder asked in regards to not allowing alcoholic beverages around the pool area, does the Town Tavern deliver drinks?

Ms. McGinnis responded they deliver alcohol.

A resident stated they have place cards on the tables with the types of drinks they serve.

A resident stated I have a pool in my backyard and three young children, but I love to go to the pool and hang out with my friends and see my kids play with other kids. I want to have the extra safety of the guard. I would love to be able to order some Chicken Fingers. This is a fabulous benefit.

Mr. Evans stated it gives an enhanced experience.

Mr. Moyer stated in terms of the alcohol, you can say *“Alcohol is prohibited unless provided by a licensed provider.”*

Mr. Golgowski stated we need to look into the licensing and the ability of the contractor. Some of this is being done for convenience rather than legally. Their license does not allow them to serve alcohol outside of the building or on the golf course.

A resident stated they are not delivering the alcohol. People are walking up and getting their own drinks.

Mr. Evans stated if you are allowing alcoholic beverages to be consumed on this property, it is going to be hard to say it cannot come from a certain source. You are back to your policing and enforcement.

Mr. Tome stated our license does not currently allow alcohol to leave the premises in an open container. If there is language in the rule to allow alcohol to be served at the pool, we will have to go to the state and get our license changed. We also need to look at our liability insurance as well.

Ms. Snyder stated unfortunately it has gotten unruly.

Mr. Evans stated regardless of the source, the issue is whether or not alcoholic beverages are allowed.

Ms. McGinnis stated we are trying to promote the community for families. If you want to have a barbecue and drink until you cannot stand up, do it at home. You are affecting your child's health and your communities health. I am not opposed to drinking, but we also have people coming in and looking at our community and if you have people sitting in one area drinking and smoking and they do not want their kids around it, they will not purchase here.

Mr. Evans stated if someone walking around the corner sees someone drinking, they should not be the liquor police. For the soccer and volleyball fields, we are looking at having organized activities. We need to give some thought to setting up guidelines for the utilization of these enhancements. It needs to state in the policy, the fields are for the use of the residents only, the hours of use and where parking is prohibited. A resident asked are there currently rules in place for Lakeshore Park as far as the operating hours?

Mr. Evans responded yes.

Mr. Tome stated the park closes ½ hour after sunset and opens ½ hour before sunrise.

Mr. Golgowski stated I do not think it was our intent to change those hours.

Mr. Evans stated no, but if you have an organized activity, there is nothing keeping someone from saying *"I am a resident and I am going to play and I do not care whether or not*

*you have an organized activity.*” They are subject to use restrictions. In other words, if they provide organized activities for the benefit of the residents, they should be scheduled accordingly.

Mr. Golgowski stated currently you can reserve use of the facilities.

Mr. Moyer stated correct.

Mr. Golgowski stated if a resident reserves it, they have prior use of it. Correct?

Mr. Moyer responded yes. We have a reservation policy. I sign those permits on a fairly regular basis.

Mr. Evans stated perhaps this qualifies under the special event application process for birthday parties, walkathons and other activities held at these facilities. There can also be soccer and basketball games.

Ms. Snyder stated I would like to see an organized soccer league. The benefits other than the kids playing are for the parents and grandparents to see how beautiful Harmony is.

Mr. Golgowski stated I think the current rules state if a non-resident wants to use the facilities, the Board has to give them permission. District Counsel will have to address any liability concerns. From our perspective as the Development Company, we welcome this because it helps us sell our real estate.

Mr. Evans stated there could be an exemption for organized activity.

Mr. Moyer stated on the fee, but the process of reserving would still be on the Board.

A resident stated my son plays soccer for Orange County and uses their parks. I believe there is a fee for utilization of the field. Sometimes a parent or the coach donates the fee.

A resident stated this would help collect funds for the maintenance.

Mr. Golgowski stated I am not sure you want to say to a team “Come over and play here but you have to pay \$150 in order to play”. There becomes a question as far as entering into an agreement.

Ms. Snyder stated there is a difference between events for resident organizations versus non-resident organizations. There could be teams playing on the field who are not playing against Harmony.

Mr. Golgowski stated we informed the Activities Director he could only allow children who were residents to participate in activities.

Ms. Kerul Kassel asked will there be a soccer field at the Osceola School?

Mr. Golgowski responded yes.

A resident stated it would be nice to have this field available. Our purpose is for everyone to see the community.

Ms. Kassel responded my son plays soccer all over the US and each team has to pay a fee to use the field. The team chooses where to play based on the best deal or the best field. We should promote our field as it is in a nice area by the lakefront. It is only a three quarter field so younger children will mainly be using it.

Mr. Golgowski stated the original intent to improve the area since it was not playable, was to have a neighborhood league. When we worked on the design, we did not intend to have a sanctioned league. Having a competition is one thing, but I do not think Lakeshore Park is appropriate for evening practices.

Ms. Snyder stated this being the case; we need to limit the soccer field to residents and probably not even organized leagues.

Mr. Evans stated there is a tremendous benefit to the community for organized events because it encourages participation and a set schedule. We can only do the best we can and can always revisit this, because as it evolves, we will see how much participation we get. Let's try not to be overly restrictive because we are backing ourselves into enforcement. If we start to have problems, we can address them as they surface. We have the hours of operation in place. Do we need to have a policy authorizing organized sports?

Mr. Moyer responded we already do under the section for events. Mr. Peach pointed out if there are more than 10 people; it is now considered to be an event. There is a process you have to go through to get approval for an event. It may already be covered.

Mr. Evans asked do we need to add anything to the policy for use of the soccer fields and facilities so we know they were to the best utilization of the residents? If there is an event, the policy is already in place.

A resident responded there is a non-resident fee already in place.

Mr. Evans stated exactly.

Mr. Moyer stated maybe we can just say "*For use of the residents, unless it qualifies as an event.*"

Mr. Evans asked are you clear on this, Mr. Qualls?

Mr. Qualls responded yes. This makes good sense because it is a public facility and you cannot restrict the public. However, you can regulate access and this is exactly what we are doing. As Mr. Evans repeatedly says "*less is more*" and if a certain policy does not seem to be working, we can re-address it at a later time.

Ms. Snyder asked if we have our Activities Director organize an event on Sundays and Thursdays and they have more than 10 people, do they have to abide by these rules?

Mr. Moyer responded if it is sponsored through the community. Mr. Tome and I worked out a deal where they give us a list of those activities, I can issue the event permit for the monthly activities they are undertaking. I think we have this worked out and if not, we will work on it.

Mr. Peach stated I think the question is whether to restrict the residents or guests from bringing 10 people.

Ms. Snyder stated so if there are 20 basketball players from Harmony, they are fine.

Mr. Moyer stated I think so.

Ms. Kassel stated the event is regulated by the entity organizing the event. For example, if the event is organized by the Harmony CDD, it is exempt from the event guidelines.

Ms. Snyder stated we could have an issue with the movie for Saturday night because it is organized by residents of Harmony but non-residents will be attending.

Ms. Kassel stated CDD management could make a determination as to what is considered to be an event according to these guidelines.

Ms. Snyder stated we filed all of the appropriate paperwork for this event.

A resident stated an event happens one time, but an event like the Church movie is ongoing.

Mr. Peach stated even if it is a resident function, it may be a good idea to have it listed on an event calendar, otherwise the residents have no way of knowing when the facility is in use. One way or another, all events need to be tracked, but the point is you will not have to file an application for each event, but for the entire season.

Mr. Evans asked is there an event calendar on the CDD website?

Mr. Moyer responded no, but we can have one.

Ms. Snyder stated it is advertised in the newspaper and on the website.

Ms. McGinnis stated it is probably a good idea to have a bulletin board, like the one at the dog park and at the front of the community, listing all events.

Ms. Snyder stated if a fee is not going to be charged, the organization has to be responsible for leaving it as good or in better condition than when they came.

Mr. Evans stated we have a lot of good suggestions. Mr. Qualls has his work cut out for him.

Mr. Qualls stated currently, we have the rule development hearing and adoption scheduled for the May meeting. I recommend we postpone the hearing and bring these changes back to the Board at the next regularly scheduled Board meeting. We will have the rule development hearing and adoption in June. This will give us one more chance to revisit the next draft.

Mr. Evans stated I agree. The key element, which has not been addressed is enhancement of the boat issues.

Mr. Qualls stated correct.

Mr. Evans stated the soccer field and the other facilities are fairly well addressed.

**TENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business, the meeting was adjourned.

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Gary L. Moyer  
Secretary

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Robert D. Evans  
Chairman

**Notes for April 24, 2008 Harmony Meeting**

**AGENDA ITEMS FOR NEXT MEETING**

**1. Rulemaking Hearing on Boat Use**

**Rule Revisions**

1. Have a disclaimer or sign up sheet for use of the facilities and include the preferred method of collecting the security deposit.
2. Change “*Children under the age of \_\_\_ must be accompanied by an adult over the age of 18*” to *Children’s use of the pool must be pursuant to adult supervision at all times*”.
3. Change “*Resident may only bring \_\_\_ guests to the pool*” to “*Residents may only bring 9 guests to the pool*”.
4. Include the following language for alcohol; “*Alcohol is prohibited unless provided by a licensed provider*”.
5. Change “*Swimming is only permitted during pool hours of operation*” to “*Swimming is only permitted during pool hours of operation for use of the residents, unless it qualifies as an event*”.

**District Attorney**

1. Research the legal requirements of charging a credit card for damages incurred to a boat and for charging a security deposit upfront and reimbursing if there were no damages. Work out a mechanism with Mr. Moyer and Ms. Wright.
2. Research how access privileges could legally be suspended for someone not following the rules and how long the suspension would be for”.

**Gary Moyer**

1. Determine the true cost of hiring a lifeguard for the pool and offering swim lessons and what liability would be involved.