

# MINUTES OF WORKSHOP HARMONY COMMUNITY DEVELOPMENT DISTRICT

A workshop of the Board of Supervisors of the Harmony Community Development District was held Wednesday, February 25, 2015, at 6:00 p.m. at the Harmony Community School, 3365 Schoolhouse Road, Harmony, Florida.

Present were:

Steve Berube	Chairman
Ray Walls	Vice Chairman
David Farnsworth	Supervisor
Kerul Kassel	Supervisor
Mark LeMenager	Supervisor

Also present were:

Tim Qualls ( <i>by phone</i> )	Attorney: Young vanAssenderp, P.A.
Gerhard van der Snel	District Staff
Residents and Members of the Public	

## FIRST ORDER OF BUSINESS

### Roll Call

Mr. Berube called the workshop to order at 6:00 p.m.

Mr. Berube called the roll.

## SECOND ORDER OF BUSINESS

### Audience Comments

There being none, the next order of business followed.

## THIRD ORDER OF BUSINESS

### Discussion of Rules

#### A. Chapter 1, Administrative Rules of Procedure

Mr. Berube stated I presume there are no changes to these rules since we last revised them in 2014.

Ms. Kassel stated I would like to add an item for Section 1.2(3) for vacancies and quorum. The last sentence says "Nothing herein shall require the District to permit members of the public to attend a Board meeting by telephone." I would like to have that altered to say something to the effect that the District will make an effort to invite the public to participate remotely. I understand that Board members can participate remotely, so why can members of the public not participate remotely? This is a public meeting. If we have a line through the manager's office where Board members can call in, then members of the public should be able to call in and at least hear what is going on.

Mr. Walls stated it is not prohibiting us from allowing them to do that. I think what it is saying is that you do not absolutely have to. If we are in a situation like tonight, we do

not want to give people the expectation that they can call in for every meeting and a phone will be available. I think the reason the wording in the rule is included is because there is not an expectation that the public can do that for every meeting, but there is a possibility that you could call in. The rule is not preventing that.

Ms. Kassel stated we have never allowed that before. I just felt that it would be more public-friendly to say the District will make an effort to invite the public to participate remotely, but nothing herein shall require that we do that.

Mr. LeMenager stated my concern with tweaks like this is that we pay Mr. Qualls \$175 per hour. I am not sure we really want to tweak rules that allow for it if we want to at that cost.

Mr. Berube stated to expand on Mr. LeMenager's point, we have never had a demand for it. I do not know that we should change something that no one has asked for to anticipate what may be the future. If someone wanted to know how they could call into a meeting, give them the number.

Mr. LeMenager stated Ms. Patrice DeNike asked me years ago if we were ever thinking of broadcasting our meetings on the internet.

Mr. Farnsworth stated that would be more practical than having them call in. I think there is a limit to the number of people who can call in when you set these up.

Ms. Kassel stated that is fine. The room has a capacity limit, too.

Mr. Walls stated you would have to set it up in a manner where people who call in from the public could only listen but not speak, but then other people who call in, such as staff, would need to listen and speak. That dynamic needs to be worked out.

Mr. Farnsworth stated a webcast would be better than a call in.

Mr. Walls stated this is an operational procedure. I do not see it as a rule issue, if we decide that we want to make it available.

Ms. Kassel stated my opinion differs, in that, it is nothing that we have done before, so it is simply saying to the public, because these are rules that pertain to the public, we will try to do that. We have not tried in the past. I am saying to keep the last sentence as a preface to the next sentence, "While the District will make an effort to invite the public to participate remotely, nothing herein shall require the District to permit members of the public to attend a Board meeting by telephone."

Mr. Berube asked why not just remove the last line?

Mr. Walls stated the last line is good to keep. I want people to be able to attend meetings and to hear what we have to say and to share their comments. The last line takes away the expectation that a phone line will be available at every single meeting because it might not be.

Mr. Qualls asked is the question whether or not the public is entitled to call into a meeting?

Mr. Berube stated yes.

Mr. Qualls stated I would mirror what Mr. Walls said, which is that you want to be very careful giving an expectation that the public can call in by phone and have access in every instance. When you do that and the public tries and cannot call in, you have opened up a lot of potential challenges to actions you take in the future. I would advise keeping the rule right along what the law requires at this point. Without opening up the rules, you can always try to invite the public and have a call-in number or whatever you want to do, but it would not be required.

Ms. Kassel stated in Section 1.7(4) for competitive selection, I wanted to make sure that our selection sheet that we have is reflected here fully because I would not want that to cause problems later. Mr. Gary Moyer has us use a ranking sheet where we can compare all of the bidders with a number of different criteria. I just want to make sure all the criteria on the sheet he provides are also here in the rules. If we are using a ranking sheet that has additional things that are not in the rules, it is possible that someone could have some kind of issue.

Mr. LeMenager stated item 7 on this list was not on the previous ones we have done.

Mr. Berube stated I think our previous ranking sheets covered everything except 7. I am not sure that it was not there, but I just did not pay attention to it. When we get into competitive bids, we will have to follow that.

Mr. Qualls stated I agree with Ms. Kassel that the ranking sheet should be consistent with what is in the rules, and it should all be together.

Ms. Kassel stated I think there are things on the ranking sheets that are not included in the rules, and there are one or two things in the rules that are not on the ranking sheet. We need to ask Mr. Moyer to check into that since he provides that to us. When we do a competitive bid, we need to make sure the rules match the ranking sheet.

Ms. Kassel stated we have a ranking sheet that we have been using, and it is an excellent sheet. A number of criteria on there are really good. I just want to make sure Mr. Moyer interfaces with Mr. Qualls to make sure they match each other.

**i. Amendment 1, Continuing and Full Disclosure of Public Financing**

Mr. LeMenager stated I would like to delete Section 1.1-008 through the end of that amendment. If you look at the timeline of this, I am not sure what the logic was in 2000, but those sections do not reflect reality. It is a list of things we have never done, that I am not sure anyone ever thought of. I would be interested to know what the history was and where they came from.

Ms. Kassel stated it is probably a Florida Statute requirement.

Mr. LeMenager stated I doubt that.

Mr. Berube stated right now, I know we provide some sort of certification about public financing every year, and Mr. Moyer does that. There is some form that goes with that.

Mr. LeMenager stated this is talking about brochures for prospective purchasers and things like that, which we have never done. Why is it in the rules? These were some wonderful ideas in 2000, long before they ever started selling homes.

Ms. Kassel stated I do not think so. I know when I bought my home, there was a document given out. It was general and explained how the District is financed and there are bonds to pay off. That information was given out.

Mr. Walls stated this may be a requirement of State law. I cannot imagine it would have been included in the rules for any other reason.

Mr. Berube stated I agree in keeping these rules on public financing because we do something with it every year. Mr. Moyer handles something for it. The one piece that I agree with Mr. LeMenager that needs to be deleted is 1.1-015, which is the provision for a three-day waiting period.

Ms. Kassel asked would Mr. Qualls confirm if these rules are required by Florida Statute?

Mr. Qualls stated yes, I will. There is a requirement, I believe in Chapter 190, Florida Statutes, to disclose some things to potential buyers.

Ms. Kassel stated the rule references Section 190.011(15), Florida Statutes.

Mr. Qualls stated I am pulling all that up and will review it now. I am not ready to opine on all of these.

Ms. Carole Greenwald stated I had an occasion at a luncheon to sit next to the individual who is the principal partner of the law firm BakerHostetler. I mentioned to him this three-day clause, and I asked him if it was a clause that we should be concerned with. He responded yes, absolutely. He said that was put in the rules at the request of Mr. Jim Lentz and himself in drafting the documents. He said it does pertain primarily to the developer and builders. He said it does not apply with regard to resales, but it absolutely should be included in all new home and development sales. As a standard, I can tell you that the Board of Realtors has a clause that I attach to all contracts that I write, which is an addendum addressing the District in accordance with that, even though he said as realtors, we do not have to do it. We are still complying with it. The question is, for new home contracts, does that contract reference the District in compliance with that clause?

Mr. LeMenager stated absolutely not.

Ms. Greenwald stated I totally agree with you.

Ms. Kassel asked how does the District enforce that?

Mr. LeMenager stated we do not.

Mr. Berube asked then why do we have the rule?

Mr. LeMenager stated someone was supposed to sign contracts when the builders came in and decided they wanted to build here. I laugh thinking if you would ever get Lennar to agree to something like that. No one would come here and build.

Mr. Berube stated that is correct. No one would give you a three-day right of rescission on a house. Mr. Lentz wrote this.

Ms. Kassel stated it might be Florida law.

Mr. Farnsworth stated I was under the impression that it was a legal requirement.

Mr. LeMenager stated when you sign a contract to buy anything other than a condominium, the instant both sides have signed the purchase and sale contract, you have a deal. You do not get out of it, period. We explain this to our clients. There is no free “look” period. The only free “look” period is for condominiums. Once you sign a contract on a house and give them your money, you have a deal and you cannot back out. There is no waiting period in Florida.

Ms. Kassel stated Mr. Qualls will look into this requirement for now.

Mr. Qualls stated I am reviewing this, and I see where there is specific authority for this rule. My first step will be to read those provisions, which is probably included in the

general powers of the District. I will see what the law says. It will not take but just a moment to provide you with the answer you need.

Mr. Berube stated the difference is to know if we *can* do this or if we *must* do this. If we must do it, then we need to know how to enforce it.

Ms. Kassel stated we need to at least know the extent of our obligations for this particular provision.

Mr. LeMenager stated this amendment talks about reporting requirements and other things that we have never done. We actually far exceed what is in here because it is on the website every month, including the financials. We do not need to provide a six-month report.

Mr. Berube stated we do report the public financing. If Mr. Moyer was here, he would explain what we do about that. We do put a public financing document out there, and it becomes part of the package. It is probably like a consent agenda item and is done once a year that has to do with public financing. It must be to satisfy at least part of this.

Mr. LeMenager stated I want to get rid of 1.1-008 through 1.1-015. I do not see any need for them.

**ii. Amendment 2, Vendor Purchase Policy**

Mr. LeMenager stated this looks fine as is.

**iii. Amendment 3, Three-Day Right-To-Rescind Purchase Contract**

Mr. LeMenager stated I do not see any need to keep this amendment.

Mr. Berube stated we have a realtor at this meeting who says these three pages are not included in any sales package.

Ms. Greenwald stated I have not seen it in any new home contract.

Mr. LeMenager stated we all bought houses here. Have you ever seen this?

Mr. Berube stated no.

Mr. LeMenager stated I bought mine in 2004, and I never saw it.

Ms. Greenwald stated it was only until the attorney who wrote it said that it still absolutely should be complied with.

Mr. LeMenager stated it is interesting he said it was Mr. Lentz and him because obviously Mr. Lentz was the developer in 2004, and he evidently did not sign any contracts to that effect with builders.

Ms. Greenwald stated the point is, if it is included in the rules, then it should be followed. It is not up to just our opinion. I agree that we need to get to the bottom of it.

Mr. Berube stated the signatures on this amendment were Mr. Lentz and Mr. Gregory Butterfield, who was the Chairman at the time. I am in favor of eliminating whatever we cannot enforce.

**iv. Amendment 4, Procedural Rules on Animals, Habitat, and Wildlife**

Mr. Walls stated I thought we struck this provision, but apparently not.

Ms. Kassel stated for members of the audience, this particular amendment requires that the District and the HOA meet with the companion Animal, Habitat, and Wildlife Committee (“Animal Committee”), which is a committee that is empowered through the declarations, covenants, conditions, and restrictions, which is an HOA document that everyone is supposed to get when they buy a house here. They are a set of guidelines and rules for residents and owners. This amendment says that once a year, the District and the HOA along with the Animal Committee will get together to make sure that they are coordinating things. This coordination shall be either by an annual joint meeting or by coordination of the District manager. A written policy shall be adopted, which may be modified at least annually, by reference to this amendment. The written policy shall address any specific implementing details coinciding with those certain general and specific powers of the District with the HOA Harmony rule on residential properties restrictions, guidelines, and goals concerning animals, habitat, and wildlife, including the activities of the HOA Animal Committee. The committee has not really been active for a number of years. I do not think this annual meeting with the District and the HOA around these issues ever happened. I do not know if we need to strike it. The committee is being revived and may have a slightly different role. The committee may have an advisory role to the HOA management company. I think it is premature to strike this rule.

Mr. LeMenager stated I would like to strike exhibit A, which talks about implementation and different colors and shapes for dog tags and specifying the actual registration card.

Ms. Kassel stated yes, we are not there yet.

Mr. Berube stated I sit on the Board for the District as well as the HOA. I was on the Animal Committee, as well. The more people you have with opinions, the more opinions get wide and segregated. Then everyone gets mad at each other, and it drops off. My thought is that the District has really never been able to manage the animal issues, specifically the dog parks with the tags and registration, simply because we do not have

the resources. That does not necessarily mean money; it just means devoting people and a little money.

Ms. Kassel stated it was never the District's role. It was going to be the Harmony Institute's role to do all this.

Mr. Berube stated that is correct.

Ms. Kassel stated Harmony Institute was doing it for a while, but it dropped off. The Animal Committee was going to take that over, but the people taking it over moved away. It fell by the wayside. That does not mean it cannot be reinstated. It does not mean that it even should be, but that does not mean that we strike this annual meeting with the HOA Board and the District. Maybe we invite them to one of our meetings to have this discussion, along with representatives of the Animal Committee.

Mr. LeMenager stated my concern is, we have a very specific role as to what this Board is responsible for, which is maintenance of infrastructure.

Ms. Kassel stated our role is not just that.

Mr. LeMenager stated yes, it is.

Mr. Berube stated yes. Chapter 190, Florida Statutes, is pretty clear on that.

Mr. LeMenager stated it is. When we start talking about coordinating things with the HOA, I am not really sure it is legal. That was the question I had, if exhibit A is even legal.

Mr. Walls stated for me, this is an operational issue. If you want to invite the HOA to have a joint meeting, we can do that. Nothing prevents us from doing that. We do not need it in the rules.

Ms. Kassel stated it is already a rule; it is not like we are making a new rule.

Mr. Berube stated we are trying to clean up things that we cannot do much about. We have proven that we cannot do much with animals.

Ms. Kassel stated no one is saying the District is doing something with animals. This is to coordinate with the HOA about issues related to animals, habitat, and wildlife. No one is saying the District will take on new responsibilities regarding animals.

Mr. Walls stated we can take it upon ourselves to do that. I am not saying we can or that we should not. I do not know if it needs to be a rule.



Mr. Farnsworth asked what coordination are we actually doing with the HOA? Even if we were having meetings, what exactly are we coordinating with them? It sounds like a task that belongs to them, not to us.

Mr. Berube stated until the Animal Committee is formed and is operational.

Ms. Kassel stated it is formed and it is operational.

Mr. Berube asked what is it doing?

Ms. Kassel stated any number of things. Shall I list them now?

Mr. Berube stated no. This ought to be with the HOA. We should take this amendment completely out. If there is some coordination that needs to be done, that is fine, but we do not need to devote 12 pages to these issues. I am in favor of striking it. If we need to revisit it at some point as the Animal Committee rises up and has a need for coordination with us, that is fine. Right now, we have a rule that we have not done anything with in almost 10 years.

Ms. Kassel stated that is not true. If you look at page 51 of the workshop agenda package, Section 1.3.4 says “the special powers of the District provide for: (1) conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property under Section 190.012(1)(g), Florida Statutes; (2) unique, specialized transportation facilities under subsection 190.012(1)(d), Florida Statutes; (3) parks and facilities for such diverse but appropriate indoor and outdoor uses for recreation, culture, and education under Section 190.012(2)(a), Florida Statutes; and (4) precedent-setting and innovative projects to coincide with the powers of the HOA to help facilitate, maintain, and enhance the special purpose and character of the Harmony Community.”

Mr. Berube stated section (4) to me says that the HOA should be the lead. They should come to us for help, use of District lands, or whatever the case, but the HOA should take the lead, based on the language “to coincide with the powers of the HOA.”

Mr. LeMenager stated we do not coincide with the powers of the HOA.

Ms. Kassel stated we have not been.

Mr. LeMenager stated we do not, period.

Mr. Walls stated coordination is a good thing. It is good to get together to make sure everyone knows we are all on the same page, but we do not need a rule for that. We

should just do it. The same thing will happen in two or three years when one committee goes away. If we have it in this rule and the committee is gone, then what do we do?

Ms. Kassel stated if you take the rule out, it will never happen.

Mr. Walls asked why not? We sit on this Board. We can decide what does happen.

Mr. Berube stated Ms. Kassel can make things happen since she sits on the Animal Committee as well as this Board. She is very persuasive and could encourage this Board to do things that it may not otherwise want to do. I would suggest that someone makes a motion about dropping this amendment.

Mr. Farnsworth stated before you do that, there are items in there regarding dog park instructions, tag forms, and so forth.

Ms. Kassel stated those need to go.

Mr. LeMenager stated I think we are all in agreement that we can get rid of exhibit A.

Ms. Kassel stated I disagree.

Mr. LeMenager stated exhibit A includes all those things.

Ms. Kassel stated that is not all exhibit A is. It includes dog park rules.

Mr. Farnsworth stated in the package we received, something about exhibit A was repeated before and after.

Ms. Kassel stated yes, it was.

Mr. LeMenager asked do we not have dog park rules?

Mr. Qualls stated this includes something very interesting. See how the habitat and policies have “draft” across the page?

Mr. Berube stated it was never adopted.

Mr. Qualls stated I think this is just a draft, and it is not even a rule now. As far as having joint meetings with the HOA, what you want to consider is that those meetings still have to be in the Sunshine. You will have to advertise it, so it will be a Board meeting plus an HOA meeting. Nothing prohibits you from doing that. Nothing says you should not do it. It is probably a good policy, but anything after page 1 says “draft,” so I am not sure that this is an official rule.

Ms. Kassel stated perhaps we can find out before we move to strike it.

Mr. Berube stated the reason it says “draft” is because it was never adopted.

Mr. Qualls stated you may not have to strike it if it is a draft.

Mr. Berube stated there are not even any signature lines.

Ms. Kassel stated it may just not have been a clean version provided.

Mr. Berube stated this is our whole rules package.

Ms. Kassel stated yes, but if it is our rules package, then it was probably adopted and never taken out of draft format.

Mr. LeMenager stated everything else has the date of adoption on it. This one does not have that any place on it.

Mr. Berube stated that is exactly right.

Mr. Walls stated it does not really matter to me. I just do not see the need for it either way. Can we take a voting action in a workshop?

Mr. Qualls stated no.

Mr. Walls asked we just take a consensus?

Mr. Qualls stated this workshop is to put the rules together. Then you will have to advertise an intent to adopt whatever changes you make at a Board meeting. That is when you make all the changes based on the workshop discussions. That is when you make the rules package official.

Mr. Berube stated we have a difference of opinion from one Supervisor versus four wanting to make a change to this rule. We are at an impasse. How do we make that decision without taking a vote?

Mr. LeMenager stated we did not take votes at any previous rules workshops.

Mr. Qualls stated I do not think you need to make that decision. We need to research whether or not these were ever actually adopted. If there was not a motion at a meeting to adopt these specific rules that are marked "draft," then all of this becomes a moot point. If it turns out that the Board did adopt it, you cannot make a decision to rescind rules outside of an advertised meeting of an intent to adopt or to change the rules. This meeting is just a workshop. It is a good question, and I have a note to confirm that. Ms. Brenda Burgess will look into it, also if we can find the minutes where this was adopted. At this point, it all says "draft." It is not a rule as far as I am concerned. It is on the website, but I do not think that makes it a rule.

Mr. LeMenager stated with respect to Ms. Kassel's comment on page 59 of the document for the dog park rules, I think we should move that to Chapter 4. I do not think it belongs in Chapter 1.

Ms. Kassel stated that is fine. On the dog park rules, items 2 and 11 should be removed. Item 2 is not valid, and item 11 needs attention. Item 2 talks about dogs being registered with the Town of Harmony and dogs need to have the appropriate tags on their collars. We do not have tags, so that item should be stricken.

Mr. LeMenager stated this should be moved to Chapter 4, so some of the introductory language for this rule should be amended slightly so that it fits with the way we have written Chapter 4.

Ms. Kassel stated unless this is not just a draft and we end up keeping some of it.

Mr. LeMenager stated I would still put it in Chapter 4.

Mr. Walls stated I agree, and we would insert it in Chapter 4. We can put the language the way we want it to be.

Mr. Qualls stated this just does not look like a formally adopted rule. It is a different format. I have never seen this before.

Ms. Kassel stated I have seen it many times.

Mr. Qualls stated I need to confer with Mr. Moyer and Ms. Burgess.

Mr. Berube stated we wrote this and there is another page that goes with it titled Harmony Dog Park Non-Resident Permit Application. They have been floating on the website, as well. When there was a lot of talk years ago about what was going on at the dog park, we put these rules together.

Ms. Kassel stated no, these rules have been in existence since before 2004. At that time, Harmony Institute was having people register their pets, and these dog park rules applied then.

Mr. Walls stated we need to take what is applicable here and put it in Chapter 4.

Mr. LeMenager stated I agree.

Mr. Qualls stated that is no problem. We will make sure they are consistent.

Mr. Farnsworth stated this seems applicable to the HOA.

Mr. Berube stated that is what I am saying. I am in favor of dropping all the animal rules.

Ms. Kassel stated no, because we have dog parks.

Mr. LeMenager stated the dog park rules should be included in Chapter 4. We have rules for how to use the boats and soccer fields.

Mr. Farnsworth stated yes, for usage.

Mr. LeMenager stated that is what these rules are for, usage.

Mr. Farnsworth stated that is fine, but not the other material.

Mr. LeMenager stated I agree. We do not need that in our rules. I agree with Ms. Kassel that we need to keep the rules for use of the dog parks.

Ms. Kassel stated item 2 needs to be stricken. Item 11 says “Children eight years old and younger are not allowed in the off-leash dog areas. Handlers must be 16 years of age or older unless supervised by an adult.” That is impractical.

Mr. Walls stated we can strike it.

Ms. Kassel stated I do not know if we can strike it, but perhaps we should say children under 12 years of age should be supervised by an adult. Dogs get into dog fights, and an eight-year-old child cannot pull their dog off another dog that is either being fought with or that is doing the fighting. I would like to amend that to say “Children under 12 years of age should be supervised by an adult at the dog park.”

Mr. Berube asked how do you enforce that?

Ms. Kassel asked how do we enforce this current rule?

Mr. Berube stated we do not, and that is the problem.

Ms. Kassel stated we do enforce it, in that, the people at the dog park make comments to other people, so it is enforced that way.

Mr. Berube stated item 10 says “No dog less than four months of age is allowed outside the small dog area unless carried by its handler.”

Ms. Kassel stated that is questionable, too. The purpose of that rule is to prevent dogs that have not been fully immunized from being exposed to the diseases of adult dogs or diseases that adult dogs may carry.

Mr. LeMenager stated the idea is to give this rule to people and say these are the good rules for how you should use the dog parks, and you hope they follow them.

Ms. Kassel stated these rules are posted in both dog parks.

Mr. LeMenager stated that is why we do not have people coming to meetings saying their dog died, like happened once.

Mr. Berube stated the problem becomes, which we have had before, certain people read the rules and want them enforced. If we cannot enforce it, then we should not have it. That is a problem. People in this room have raised that point to me: we have this rule and how do we enforce it. I respond by saying that we do not.

Mr. Farnsworth asked is there anything wrong in calling them guidelines?

Mr. LeMenager stated we send Mr. van der Snel to address it with them. He does a great job at that.

Mr. Berube asked are we leaving item 10 as is?

Ms. Kassel stated we could amend it to say “Until a dog is fully immunized, it should not be allowed inside the dog parks.”

Mr. Farnsworth stated unless there was an incident and someone brought in a dog that was not fully immunized, you would not even know it.

Mr. Berube stated again, it is the question of how to figure it out.

Ms. Kassel stated dogs get immunization shots at six weeks old and 12 weeks old, maybe 16 weeks, as well. That is why this is included.

Mr. Berube stated we can leave 10 alone. How do we want item 11 to read?

Ms. Kassel stated “Children under 12 years of age should be supervised by an adult at the dog park.”

Mr. LeMenager stated to my point about putting this with Chapter 4, we have identified rules for pool use and use of the dock. Whatever ages we have for those should be consistent with this rule.

Mr. Walls stated they are different for both.

Mr. Berube stated the age for pools is 16 years old without supervision, and the age for the docks is 12 years old. Anyone younger than that has to be supervised. Ms. Kassel suggested age 12 for the dogs, which is consistent with the docks.

Mr. LeMenager stated that works.

Mr. Walls stated the pools and the dock are enforced by the access card restrictions. I almost think you need something at the top that says it is incumbent on users to self-enforce and do not ask us to go police it.

Ms. Kassel stated I do not see why our District field staff cannot enforce these things like they enforce at the dock or at the pool if a resident contacts them.

Mr. Walls stated with an access card, they can verify if a person is too young or whatever the case. With the dog park, no access card is required.

Mr. Berube stated it is a public area.

Mr. Walls stated I could bring my dog, which is four months old. But how will you know?

Ms. Kassel stated I can age a dog pretty well.

Mr. Walls stated I am not that good at it, but I think there needs to be some language that says these are guidelines.

Mr. LeMenager asked do we register dogs and make sure they wear collars?

Mr. Berube stated no.

Ms. Kassel stated that is why Section 2 needs to go.

Mr. LeMenager stated so there is no dog registration now.

Mr. Berube stated correct.

Ms. Kassel stated it does not matter if they have an access card or not. Generally how anything is enforced, whether it is at the pool or the dock or the dog park, if someone has a complaint, they contact Mr. van der Snel. A District field staff member goes to that location and addresses the issue.

Mr. Walls asked if someone says that a dog is too young for the dog park and Mr. van der Snel goes down there, how will he verify that?

Mr. LeMenager stated no one is going to say that.

Mr. Walls stated that is what I am saying. Why have a rule, then?

Mr. Berube stated that is right.

A Resident stated it is a suggestion to protect your animal's health.

Mr. Walls stated that is correct, but it is not a hard-and-fast rule that we can enforce.

Mr. Berube stated every so often, people read these rules and take them very literally, and it puts us in a bind. We need to avoid being in a bind.

Mr. LeMenager stated not really. I disagree with that. It does not put us in a bind.

The Resident stated it does not put you in a bind; it protects you. If you are already putting it out there that they need to follow these rules and someone does not, then you are not liable.

A Resident stated that is what it comes down to. These are rules to protect you. You put them out there whether anyone follows them or not.

A Resident stated you have covered yourself with the rule. If they have not read them, it is their problem because it is public knowledge on a public website. They should have read it and understood it.

Mr. Walls stated just like we have people coming here and telling us to trespass people from the ponds, but we cannot do it. There was an incident last night when

someone tried to call law enforcement. They came out and said they could not do anything because no one was breaking the law.

Ms. Kassel stated the signs are being removed.

Mr. Walls stated the signs are there, which is why the residents called the sheriff.

Mr. Berube stated we replaced the signs.

Mr. Walls stated the sheriff's office came out and said they were not going to do anything. We create these situations where people think we can enforce things, but we cannot.

Ms. Kassel stated we need to have Mr. Moyer or someone contact the sheriff's department and talk with them about enforcement.

Mr. Walls stated the sheriff's department has been talked to many times.

Mr. Berube stated over and over. Depending on how you phrase the question to anyone from the sheriff's office might get you the answer you want, but not every time.

Mr. Walls stated the other night when the deputy came out, he told the person who called that they could be charged with a crime for interfering with someone who is legally fishing.

Ms. Kassel stated several years ago when we had the *No Fishing* rule and we did a lot of research to put the signs up, we paid Mr. Qualls a lot of money to do some research about those signs. Is that legal or not? Is it enforceable or not?

Mr. Qualls stated I knew the issue of fishing would come up tonight. We provided that research to you, and that memorandum speaks for itself. It is good law. Regarding questions of enforcement, any government that has the ability to adopt rules and impose laws has to wrestle with enforcement issues. Your job, as a policy-setting Board, is to say what you think the appropriate rules are, and you are spot on regarding the maintenance of infrastructure, which is the pinpointed, sustained maintenance of District facilities. That is your job, to make rules to that effect. Whether or not they are enforced is a good question, and you have to consider that. It is difficult to draft a rule that is going to be enforced every time. If people are going to bend the rules, then they are going to bend the rules, but that does not mean you stop setting rules. As far as fishing in the ponds, you can adopt rules concerning the long-term maintenance of those ponds. It is your job to maintain those ponds. You have the ability to adopt rules, but they need to be in furtherance of maintenance of the ponds. It needs to be a rule to that effect. You had the



signs, and I believe there is good health, safety, and other reasons for what a previous Board did when they adopted that rule. But this Board has since changed that rule. You have precedent of doing it either way, and I think this Board, as the policy-setting arm, has the ability to either try to prohibit that or not prohibit it if it is furtherance of your single purpose, which is maintaining District infrastructure.

Ms. Kassel stated a translation of what Mr. Qualls said is to not be so concerned about enforcement since our purpose is to set the rule, not to enforce it, so we should not be so concerned about enforcement. Is that accurate?

Mr. Qualls stated no, not exactly.

Mr. LeMenager stated I heard it that way.

Mr. Berube stated no, he is saying you cannot always consider enforcement.

Mr. Qualls stated one principle of any rule you set is, can it be enforced. If it will cost a lot of money and resources to enforce a particular rule, then you do not have to do that. I am not at all saying not to be concerned about enforcement. I am saying the purpose of a rule workshop is to look at sound public policy in furtherance of carrying out our single purpose. If you are changing a rule, then you need to understand why a rule was adopted in the first place and why it was changed. You need to think all those things through. I am not at all saying not to be concerned about enforcement. I am saying the purpose of this workshop is to try and set policies. You will always have to deal with the question of how to better enforce the rules that you have. It is almost a separate subject altogether.

Mr. Berube asked are we keeping Section 10 as it currently reads?

Ms. Kassel stated it is confusing as it currently is, "No dog less than four months of age is allowed outside the small dog area unless carried by its handler." That does not make sense. It really should say, "No dog less than four months of age should be allowed on the ground in either dog park."

Mr. LeMenager stated Ms. Kassel is correct that it makes no sense. These are the rules of the dog park, and it is trying to refer to some action outside the dog park.

Mr. Berube stated no, the small dog area is the little, closed air space.

Mr. LeMenager stated no, it means the small dog park.

Ms. Kassel stated that is correct.

Mr. Berube stated but it says "area."

Mr. Walls stated now we have multiple dog parks.

Mr. Berube asked why else would you say that?

Mr. LeMenager stated it means the small dog park.

Ms. Kassel stated it should just say “No dogs younger than four months of age are allowed in the dog parks unless fully vaccinated.” We can even say “No unvaccinated dogs in the dog parks.”

Mr. LeMenager stated that works. That is even easier.

Mr. Berube stated rule 11 will be children under 12 years old instead of eight.

Ms. Kassel stated it should say “Children under 12 years old should be supervised by an adult.”

Mr. Qualls stated “should” is permissive.

Ms. Kassel stated then substitute “must” for “should.”

Mr. Qualls stated I am not saying you cannot include “should” in the rule, but it is almost a suggestion at that point.

Ms. Kassel stated everything else says “must,” so this one will, too. Pages 57 and 58 are the same as pages 63 and 64, which is part of exhibit A.

### **B. Chapter 3, Membership Rates, Fees, and Charges for Use of Recreational Facilities**

Mr. Berube stated we will probably discuss fees as part of the discussion for Chapter 4, but this rule already addresses it.

Mr. LeMenager stated this rule is for people who do not live here. If a non-resident actually wants to use the facilities, they have to pay \$1,000.

Mr. Berube stated the title indicates that it is for everyone.

Mr. Farnsworth stated I agree.

Ms. Kassel stated it is for non-residents.

Mr. Berube stated the heading does not say that.

Ms. Kassel stated Section 1.03 addresses rates, fees, and charges for non-resident use of recreational facilities, which shall be an annual non-resident membership fee of \$1,000.

Mr. Berube stated I agree with you, but the heading of the rule does not say it is for non-residents. It looks like a fee schedule.

Mr. LeMenager stated it is, for people who do not live here. It does not need to be fixed.

Mr. Berube asked where are we going to list the fees? On that page or a different page?

Mr. LeMenager stated it goes in the back.

Mr. Walls stated it can be a section in Chapter 4.

Mr. Farnsworth stated but Chapter 4 refers to Chapter 3.

Mr. Berube stated yes, it does.

Mr. Walls stated in terms of the \$1,000 fee.

Mr. Farnsworth stated no, it refers to the fee schedule.

Mr. Walls stated I do not think it specifically says Chapter 3, though.

Ms. Kassel stated no, it refers to another fee schedule that the Board decides at their discretion.

Mr. Berube stated that is correct, and Chapter 3 is the only fee schedule that we have.

Mr. LeMenager stated yes, you are correct.

Ms. Kassel stated the idea was not to put a fee schedule in the rules but to have a policy about a fee schedule that we would change from time to time.

Mr. LeMenager stated no, if we are going to have fees, they should be in the rules.

Mr. Walls stated I disagree because then you cannot change them.

Mr. Farnsworth stated you can, but you cannot do it quickly or arbitrarily.

Mr. Walls stated we would have to do it at a meeting, and it has to be voted on. If it is in the rules, then we have to go through the whole rulemaking process, including a workshop like this and a public hearing. It does not make sense.

Mr. Berube stated we are going to designate a fee schedule, but we need to decide where it will be and if it is going to be a rule or a policy.

Mr. LeMenager stated Section 8.6 is for fees and charges.

Mr. Walls stated yes, and it references a fee schedule.

Ms. Kassel stated right.

Mr. LeMenager stated not Chapter 3.

Ms. Kassel stated I recall Mr. Moyer and perhaps Mr. Qualls telling us that we do not want to put the fee schedule into the rules; we want to keep them separate. We have a fee schedule, and the rules refer to the fee schedule. The fee schedule should not be part of the rules.

Mr. Berube stated okay.

- Section 1.01, Purpose and Effect: *no change*
- Section 1.02, Necessity: *no change*
- Section 1.03, Schedule of Rates, Fees, and Charges: *no change*
- Section 1.04, Effective Date: *no change*

### **C. Chapter 4, Parks and Recreation Facilities Rules**

Mr. LeMenager stated we spent a lot of time on this chapter last year. The only thing I thought we would discuss is the fee schedule. Otherwise, I am totally happy with Chapter 4.

- Section 1.1, General Use: *no change*
- Rule 1.2, Special Event: *no change*
- Section 1.3, Organizer: *no change*
- Section 1.4, Dock Master: *no change*
- Section 1.5, District: *no change*
- Section 1.6, District Office: *no change*
- Section 1.7, District Manager: *no change*
- Section 1.8, District Swimming Pool Facilities: *no change*
- Section 1.9, District Buck Lake Dock and Boat Facilities: *no change*
- Section 1.10, District Park and Playground Facilities: *no change*
- Section 1.11, District Recreation Facilities: *no change*
- Section 1.12, A District Resident Includes: *no change*
- Section 1.13, Family: *no change*
- Section 1.14, Guest: *no change*
- Section 1.15, Non-Resident Owner: *no change*
- Section 1.16, Lease Agreement: *no change*
- Section 2.1, Violation and Reporting: *no change*
- Section 2.2, Enforcement and Penalties: *no change*
- Section 2.3, General Policies: *global change for operating hours to be 30 minutes before sunrise to 30 minutes after sunset except for pools and boats*

Ms. Kassel stated I would like rule 2.3.1 to say “Swimming and fishing are prohibited in all District-maintained ponds.”

Mr. Berube stated I do not agree.

Mr. LeMenager stated we did it before, and the community voted incredibly loudly that they were happy with the decision.

Ms. Kassel stated I know the pool hours have to be 30 minutes after sunrise to 30 minutes before sunset. But going out on the dock or using the parks or dog parks, I do not understand why those hours cannot be 30 minutes before sunrise to 30 minutes after sunset.

Mr. Berube stated they can be anything we want.

Mr. LeMenager stated not the dock. We have an agreement with a separate organization for the dock.

Mr. Berube stated that organization does not care when we use that dock.

Mr. LeMenager stated we still need to check to make sure what was in the original agreement between the parties, and I am guessing the hours are 30 minutes after sunrise to 30 minutes before sunset.

Mr. Walls stated we paid for that dock, so I am sure they would be willing to negotiate. I agree with Ms. Kassel, and I would even be fine with sunrise and sunset.

Ms. Kassel stated people want to go see the sunrise. They do not want to get there at sunrise because it is too late already.

Mr. Berube stated I checked it today, and 40 minutes before sunrise was light enough to see safely. For most of an hour after sunset, it is still bright enough where safety is not an issue.

Mr. LeMenager stated unless it is a day like today when it is foggy.

Mr. Berube stated yes, even today.

Mr. Walls stated I am in favor of the new times at the lake and the parks. It would not apply to the boats, just the dock.

Ms. Kassel stated it would not include the boats or the pools.

Mr. Berube stated it is addressed in only place in the rules, so it is easy enough to fix. I read through them because I wanted to find where the rule was. Officially, all District facilities are open 30 minutes after sunrise until 30 minutes before sunset.

A Resident stated the park next to the boat dock is supposed to be closed at dusk, which does not make a lot of sense. I live on Bracken Fern and if I want to see someone on Primrose Willow, I am not supposed to be walking through there.

Mr. LeMenager stated you can walk down the path with a flash light. No one will care. All we are saying, though, is if you trip and fall, it is not our fault because you were there after hours.

Mr. Walls stated we need to add language for the new hours for the Buck Lake section. We can direct staff to go through and find any section that references the hours and add language to section 5 for operating hours from 30 minutes before sunrise to 30 minutes after sunset.

Ms. Kassel stated include the dog parks.

Mr. Berube stated it will be for all facilities except the pools.

Ms. Kassel stated and except for boats.

Mr. Berube stated we do not need to adjust the boats because the reservation system will not allow it.

A Resident asked when is the earliest we can use the boats?

Mr. van der Snel stated 7:30 a.m. until 5:00 p.m.

The Resident asked can a boat be reserved twice in the same day? I do not know if the batteries can handle that. We can reserve them in four-hour blocks.

Mr. van der Snel stated if the bass boat is reserved from 7:30 a.m. to 11:00 a.m., it cannot be used again until after 1:30 p.m. so we can recharge the batteries. One time, a resident wanted to use the bass boat for the entire day, and that cannot happen because we have to recharge the batteries, which takes about 2.5 hours.

- Section 3.1, Picture Access ID Cards: *no change*
- Section 3.2, District Manager Discretion: *no change*
- Section 3.3, Non-District Residents: *no change*
- Section 3.4, Guest Access Cards: *no change*
- Section 3.5, Contracts for Execution Prior to Use of District Recreation Facilities: *moving to section 5*

Mr. Walls stated as a matter of housekeeping, this rule references the boat use agreement, but it is not in the boat section. Despite what it says at the top, this is about the boat use agreement, which should probably go in section 5.

Ms. Kassel stated so move this point to somewhere in section 5.

Mr. Walls stated yes.

Mr. LeMenager stated I agree.

Mr. van der Snel asked should the boat use agreement also be adjusted for the \$250 deposit no longer required?

Mr. Walls stated not yet.

Ms. Kassel stated we have to go through the whole process of changing the rules first.

Mr. Berube stated it will be two or three months, more than likely.

Mr. LeMenager stated we have not changed anything. Tomorrow, you still require reservations 24 hours in advance. Nothing on that changes until we vote tomorrow night, and then you can do it.

Ms. Kassel stated that is not true. The 24-hour policy is a policy, not a rule.

Mr. LeMenager stated I appreciate that, but we cannot do that at this meeting.

Ms. Kassel stated yes, I understand what you are saying.

Mr. van der Snel stated we have no boat reservations for tomorrow.

- Section 4.1, Pool and Pool Facilities Condition: *no change*
- Section 4.2, Pool Hours of Operation: *no change*
- Section 4.3, Available to Registered Residents: *no change*
- Section 4.4, Children 15 and Under: *no change*
- Section 4.5, Number of Guests: *no change*
- Section 4.6, Access Privileges Suspended: *no change*
- Section 4.7, Swimming When Facility is Closed: *no change*
- Section 4.8, Alcoholic Beverages: *no change*
- Section 4.9, Smoking: *no change*
- Section 4.10, Glass Bottles: *no change*
- Section 4.11, Animals: *no change*
- Section 5.1, Age Restrictions for Use of Buck Lake Dock and Boat Facilities: *no change*
- Section 5.2, User Responsibility: *no change*
- Section 5.3, Incident Reporting: *no change*
- Section 5.4, Final Authority: *no change*

Mr. Berube stated on the subject of making the boats easier to use, Mr. van der Snel and I have had this conversation many times. We currently have the boat reservation system set up for 24 hours in advance. Frequently, boats are available. Mr. van der Snel has done the right thing in adhering to the rule that we provided him with, which says that

if you do not have a reservation, you do not get the boat. That is frustrating to people sometimes because the boats are sitting there, but no one can go out. He is sticking with the rule that we gave him that says you cannot use the boat if you do not have a reservation. I recommend that we give Mr. van der Snel the discretionary authority to allow residents to use the boats.

Mr. LeMenager asked where in the rules does it say 24 hours?

Mr. Berube stated it does not, but it is part of the reservation system that says you need to have a reservation.

Ms. Kassel stated this is a rulemaking workshop. Do we discuss that now?

Mr. LeMenager stated no, that is a policy that we can discuss tomorrow. We cannot make any decisions tonight. Anything we decide tonight does not count. We will address it tomorrow at the regular meeting. We cannot make any motions or take any votes tonight.

Mr. Walls stated I understand where Mr. Berube is going with a last-minute request to reserve a boat. I do not know if it is a rule or not, but on the reservation system, you should only be able to have one active reservation at a time.

Ms. Kassel stated no.

Mr. Walls stated I would like to see it that way so that I cannot reserve the boat every Saturday right now for the next three months. The way the system is now, you can do that. I think it needs to be limited to one active reservation at a time to give everyone the opportunity to use the boats. If you look at the system now, which I just did on Monday for Saturday, that day is packed. We need to give everyone the opportunity to use the boats, so we limit reservations to one active reservation at a time. When that reservation is complete, then you can make another one, but you cannot stack them on top of each other.

Ms. Kassel stated one might be a little limiting, but we could make it perhaps three.

Mr. Walls stated if you look at the boat use report, there are a lot of people who use the boats but many of them are the same people. I just want to make it fair for everyone, especially on weekends, so that everyone has a chance to go out. The way the batteries work, if you have one or two trips on the boat, it is done for the day. I do not know if that is a rule or maybe more of an operational issue that we discuss tomorrow.

Ms. Kassel stated we will discuss it tomorrow.



A Resident stated if you are looking at the reservation system, you might want to put in a cancelation option somewhere.

Ms. Kassel stated it is there now.

Mr. Farnsworth asked so we cannot discuss what Mr. Berube suggested about the reservations?

Mr. Berube stated they are correct. We are discussing rules at this workshop, and that item is a policy.

Mr. LeMenager stated we can discuss it.

Mr. Farnsworth asked what is the difference?

Mr. Berube asked do you want to allow the boats to be used without a reservation?

Mr. Farnsworth stated if they are not already reserved. The reservation process is to guarantee that if you want a particular boat on a particular day, you are guaranteed that you have it. By the same token, if you walk down to the dock and the boats are sitting there and no one is using them, why can you not take it out? Just because you have to reserve it 24 hours in advance? No one is using it.

Ms. Kassel stated I do not think anyone on the Board is in disagreement with you.

Mr. Walls stated it has to be up to the dock master. Someone may be taking the boat out later in the day.

Mr. Berube stated right now, Mr. van der Snel goes strictly by the rules, which say that you need a reservation 24 hours in advance.

Mr. Farnsworth stated I understand.

Mr. Berube stated every single boat could have no reservation for Saturday. The boats could be completely available. Right now, if someone walks down there and requests to take out a boat, he will say no, only because he is sticking to the rules, and it is the right thing to do.

Ms. Kassel stated it is not a rule.

Mr. Berube stated it is a policy. What he is asking for, and I agree in giving it to him, is the power of discretion to release a boat, all other things being equal—attended boat orientation, has a deposit on file. For someone who has reserved boats before and comes at the last minute and requests to take out a boat, I want to give him the discretionary authority to permit that.

Mr. Farnsworth stated I agree.

Ms. Kassel stated I do not think anyone is in disagreement.

A Resident stated if no one has reserved a boat, then there is no dock master down there. He is off doing something else.

Mr. LeMenager stated that is correct.

Mr. Berube stated I understand.

The Resident stated we might have Mr. van der Snel's phone number, but he might be off that day or doing something else.

Ms. Kassel stated we can put up a sign with contact information.

Mr. Berube stated people know how to get in touch with him.

Mr. LeMenager stated my concern is that we give a significant cost advantage to an incredibly tiny number of people who want to then use our employees to forget that really important sprinkler job they are working and come to the dock to let someone use a boat. I am completely against that.

Ms. Kassel stated I disagree.

Mr. Walls stated it is completely at his discretion. If he is available, then he can come down.

Ms. Kassel stated if he is not available right then, he can say he will meet them in an hour or whenever.

Mr. van der Snel stated the only thing I get feedback from is the caller saying they want to use the boat and they do not care what I think.

Mr. LeMenager stated someone will have a sense of entitlement that our District staff member has to drop everything and come to the dock.

Mr. van der Snel stated seven days a week, we have two staff members on duty.

Ms. Kassel stated we do not have a rule; we have a policy.

Mr. van der Snel stated correct. We can accommodate those kinds of requests.

Mr. Walls stated if anyone gives you a hard time, that is when you point at the Board and say you are doing what we told you to do.

Ms. Kassel stated yes.

Mr. van der Snel stated that is where I need the Board to agree that if I say they cannot use the boat, then they cannot use the boat.

Mr. Berube stated that is a rule that says the dock master has the final decision-making authority about releasing the boats.

Ms. Kassel stated the discretion has to be consistently applied.

Mr. Berube stated yes, that is right.

A Resident stated a pontoon boat is sitting there but it is not working, so people will argue about why it is sitting there.

Mr. Berube stated not everyone knows everything that is going on.

A Resident stated they have to realize if the boat is going out 90 minutes later, they cannot take it out for an hour because as Mr. Walls pointed out, the batteries will not last. You have to accommodate those who have a reservation first.

Mr. Berube stated that is why we do not have multiple dock masters; it all routes through Mr. van der Snel. Whether he is here or in New York, he is available by phone and he knows what is going on. He answers his phone all the time. The one person in the middle knows what is going on and makes the decisions. That way we do not have four people with one saying he can take out a boat when it is not available. That is why I suggested giving Mr. van der Snel the discretionary authority to do it.

Mr. Farnsworth asked in giving him that, do you have a way of manually or remotely entering who took out the boat? They did not make a reservation, so there must be a way of entering it in the system.

Mr. van der Snel stated I think I need to make a form saying that if you want to take out a boat, you may, but I have the affidavit they sign that says when they took the boat out.

Ms. Kassel stated we used to have those forms.

A Resident stated yes, we had to sign a waiver every time we went out.

Mr. Berube stated the inspection form incorporates that, and they have to sign for it.

- Section 5.5, Denial of Use: *no change*
- Section 5.6, Security Deposit: *remove requirement for providing \$250 deposit*

Mr. Berube stated this full section requiring a deposit will be deleted in its entirety.

Ms. Kassel stated there needs to be language, perhaps somewhere else, that says users are responsible for any damage.

Mr. Berube stated this section will just have language that users are responsible for any and all damages to the boat while in their care and custody.

Ms. Kassel stated that language will be in Section 5.9.

- Section 5.7, Boat Usage Orientation: *no change*

- Section 5.8, Inspection Prior to Boat Use: *no change*

Ms. Kassel stated for Section 5.8.1, I do not think this is done. I do not recall doing it, and I do not recall having seen it done in a while. It reads, “A Dock Master and potential boat users must inspect each boat prior to departure for prior damage and fill out the Boat Inspection Sheet, which must be signed and dated. The inspection sheet will be logged, and becomes part of the boat-use agreement. A copy of the inspection sheet is available on the District’s website at [www.harmonycdd.org/public-records/rules](http://www.harmonycdd.org/public-records/rules).” I do not think this is done.

Mr. van der Snel stated no, it is not.

Mr. Walls stated this was going to be one of my suggestions that we strike this section and also the security damage deposit. We have never used anyone’s deposit. Boats have been damaged, but we have never collected for that damage, which has mostly been vandalism from unknown people or from someone who had damage accidentally.

Ms. Kassel asked why would we not enforce it if there was an accident?

Mr. Berube stated because we have never had anything of substance worth going after. Not related to this workshop, we had an incident with the sailboat earlier this month that will entail close to \$2,000 in repairs and will require a discussion on what we do with the sailboat. In that case, the \$250 deposit does not cover the amount of damages.

Ms. Kassel stated no, it does not, but this also addresses that upon return of the boat, if there is damage, the \$250 deposit goes toward any damage. If the damage is less than \$250, they receive the balance in return. If the damage is more, then they have to pay the balance within 15 days after being invoiced for the amount that is due.

Mr. Walls stated from an administrative perspective, it is difficult to manage. I think we should have language that says if someone damages the boat, then they are responsible. I provided a credit card number eight or nine years ago. I am quite certain that card is no longer valid, but I have never been asked for another one. Who is checking these items? Do we have the staff and the time to do it? No, we do not.

Mr. Berube stated the bottom line is that the boats are now 10 years old. They are maintained to a certain standard. I do not think there is any resident who would purposely take one out and damage it.

Ms. Kassel stated that is not the point.

Mr. Berube stated I understand, but if you have a 10-year-old boat that already has some significant wear and tear and someone damages something, the only repair we have is to put it back into new condition. The resident who is charged for that would have a reasonable response that he should not have to pay to put it back to new but only to pay to put it back to the condition that it was. We now have a problem with the sailboat, and it might bring \$2,000 if we sell it, but it has \$2,000 in damage to it. If we sell it the way it is, we will get nothing for it. If we spend the \$2,000 and decide to sell it because it requires money for maintenance all the time, we might receive \$2,000 and might break even. It puts you in a quandary in arguing with residents who already pay assessments that include these boats. Every once in a while, one gets damaged. I think administratively, the deposit requirement is a pain.

Ms. Kassel stated we do not have to do that. We pay our management company to take care of that. It is their responsibility. We really do not have anything to do with it. They have to do it, and that is their mandate. I do not really see what the problem is. What I would like to know from Mr. van der Snel is his experience with boat damage.

Mr. van der Snel stated it is not significant. We had one seat that was torn up, but that was from wear and tear. Most damage happens when there is a north wind and the pontoons hit the boat docks. That is the most damage that we get, which is not from residents.

A Resident stated we are very respectful.

Mr. Walls stated you have to look at the maximum speeds these boats can do.

Mr. Berube stated 2.5 mph.

Mr. Walls stated you can run over something, maybe, by accident, but if it is accidental, then I do not know how we can hold someone responsible for damages.

Ms. Kassel stated if you rent a car and have an accident, you are responsible for damages.

Mr. Walls stated I think we leave the responsibility with the boaters, but from an administrative perspective, get rid of the deposit.

A Resident stated in lieu of the deposit, perhaps you can have a one-time service fee. Anyone who wants to use the boat pays \$50 one time. You can create a fund that has money in it all the time.

Mr. LeMenager stated I like that idea.

Mr. Berube stated I do not know. We have money in the budget for repairs.

Mr. Walls stated everyone already pays their assessments.

Mr. Berube stated everyone already pays for the boats.

Mr. LeMenager stated that is like the argument in The Villages that you have free golf. What that means is that everyone pays for golf whether or not you use it. Free boats means that everyone pays for boats whether or not you use them. It is not free. A one-time sign-up fee to use the boats for the administrative costs of setting up your account is not a bad idea.

Ms. Kassel stated then we should do the same thing with the dog parks, the pools, the basketball courts, and so on.

Mr. Walls stated it is all part of the package.

Mr. Berube stated now you are penalizing a boat user because he uses the boats. At this point, we are penalizing everyone because there are some boat users, but that is part of the package. You should not get penalized because you want to use a boat. I am in favor of dropping the deposit requirement, also, simply because of all the bookkeeping.

Mr. Farnsworth stated I would prefer to keep the deposit.

Mr. LeMenager stated I am actually starting to agree with Mr. Walls and Mr. Berube; why bother.

Mr. Berube stated the damages to the boats are minimal. No one wants to wreck a boat because they may end up in the water.

Mr. Walls stated if you like to use the boats, you do not want to wreck one because you want to be able to use it again.

Mr. Berube stated right. The biggest damage comes as a matter of fact when the lake is a little rough and people are coming in. The pontoon boats are subject to damage, and you cannot really blame someone because the wind is blowing him into the dock. It is hard to control that with a 2.5 hp electric motor.

Mr. Walls stated I went to back out one time, and the boat shut off, so I ran right into the dock. What are you going to do?

A Resident stated when we first came here, there was one of the pontoon boats with carpet on it. I was told that someone set a fire on it.

Ms. Kassel stated yes, that was vandalism. It was not someone who signed up to use the boat.

Mr. LeMenager stated that is why we installed the big gate.

Ms. Kassel stated one of the requests we have had by residents is to make the whole boat use process easier. By getting rid of the deposit, we are making it easier.

Mr. Berube stated yes.

Ms. Kassel stated it is one way we are making it easier. I will be proposing other suggestions, as well.

Mr. Berube stated we are in agreement at this time to drop the deposit requirement.

Mr. Walls stated we will still leave the requirement if someone damages the boat.

Mr. Berube stated yes, they maintain financial responsibility, but no deposit will be required on an ongoing basis.

Mr. van der Snel stated the boat class agreement says that the user is fully responsible for what happens on the lake.

Mr. Walls stated we will keep that language.

- Section 5.9, Inspection Upon Return of Boat: *no change*

Mr. Walls stated this reads, “A Dock Master will complete an inspection of the boat immediately following, or as close to the end of the boat use as is reasonable. Upon inspection, the Dock Master will assess the damage, if any, to the boat and will invoice the boat user for the cost of the damage and will report his or her findings to the District Board.” This is all we need.

Mr. Berube stated yes.

A Resident asked who is the dock master?

Mr. LeMenager stated any employee.

Mr. Farnsworth stated it varies and is usually whoever is available.

Mr. Berube stated whoever is in charge of it that day.

The Resident stated the rules sometimes refer to a dock master and contacting an individual.

Mr. Berube stated the only individual, in general, who is available for contact is Mr. van der Snel. He may be available there, or he may have someone designated at the docks.

The Resident stated just so it is clear.

Mr. LeMenager stated anywhere the rule says “the” dock master, change that to “a” dock master.

A Resident stated or say District staff.

Ms. Kassel stated it can say a District staff member.

Mr. Berube stated it already says “a” dock master.

Mr. LeMenager stated some places say “the” dock master. This section has one instance that should be changed.

Ms. Kassel stated I think we can leave it; it is fine.

Mr. Farnsworth stated we do not have multiple dock masters. It does not matter which person it is.

Mr. Walls stated it is a defined term.

Mr. Berube stated it would be District staff, if you want to be technical.

- Section 5.10, State and Federal Laws: *no change*
- Section 5.11, Pets Prohibited: *no change*
- Section 6.1, General Use of Soccer, Volleyball, and Basketball Facilities: *consideration of revision relating to outside group reservations*

Mr. Berube stated we will be setting a policy for fees at some point, and I am sure we are getting to that. As you have seen, we have received a lot of requests for use of the soccer, and we receive other potentially conflicting requests at other times. Mr. van der Snel raised a problem. If someone is in the pool area that they commandeered without a reservation and another person comes in who reserved it for a birthday party but that area is full of other people, how does Mr. van der Snel get the first party out if they refuse? Obviously, the answer is to call the sheriff. We potentially have the same problem at the soccer fields. Various groups are there. Last Saturday or Sunday late in the afternoon, some older people were playing soccer, and I am pretty sure they did not have a use agreement on file. At some point, District staff will be the arbiters of whomever has a use agreement for a field or a picnic table or wherever, but they have no enforcement behind them, other than calling the sheriff.

Ms. Kassel stated no matter what, I think you will need to call the sheriff if it comes to that. I do not think it has ever come to that. We could have a sign by the playground where there is already a sign post. It could say that this facility is maintained by the Harmony CDD, usage is permitted, access only, reservations may be required, and for further information, visit our website. It would include *No Trespassing* and cite the



appropriate Florida Statute, and include operating hours from 30 minutes after sunrise to 30 minutes before sunset.

Mr. Berube stated I am proposing one of these at each of the pool gates, one at the pavilion at Lakeshore Park, one at the entrance to the docks, and one at each end of the soccer field.

Mr. Walls stated the issue I wrestle with is, in my mind, the order of availability for all our facilities is residents first, and for people who reserved it second. If you have reserved it and we have approved it, then you get access to that facility. We have to figure out a way for residents to have first priority of use. Our rules have to address that priority, and they need to be worded in such a way that allows us to turn people down when they come to us in some cases, for instance, to allow our soccer fields to be reserved every single night and not be open to residents. I do not know if the people using it over the weekend were residents or not, but we need to keep it open for the people who want to come down to the soccer field to use it. The residents are the ones paying for it.

Mr. Berube stated I contemplated that, and the rule says that usage is by permitted access only, meaning you have to ask someone, and reservations may be required.

Mr. Walls stated yes, but I do not want that to deter individual residents who might look at that and wonder if they need a reservation.

Mr. LeMenager stated no one is going to do that.

Mr. Walls stated we want it to be inviting.

Ms. Kassel stated we can add language to 7.1, which is first come, first served. After that, we can add that residents are given priority for recreational facility usage with reserved events secondary. We could address something in that section so that at least it is stated in these rules that we are giving priority to resident usage.

Mr. Farnsworth stated be careful how you word that.

Mr. Qualls stated you want to be careful. Practically speaking, I do not know how that works. If I have reserved the field and a resident comes up and says they want to use it, then what is the point of having a reservation?

Mr. Farnsworth stated exactly.

Mr. Walls stated what I am looking for is prior to approval of any use application that we have some type of language in the rules that allows us to say that we are going to

deny a use application because there is not enough availability for individual residents to use the fields, something along those lines.

Ms. Kassel asked is that discretion that we give the manager?

Mr. LeMenager stated the problem we have with that is, this Board has second guessed him so often that he will not take the responsibility anymore, and he gives them all to us. We have rules that say Mr. Moyer is in charge, and yet he does not want to be in charge because he knows he will be second guessed.

Mr. Berube stated the problem is, he is on the other side of the County and we are right here. We are available to the residents when things go bad, and he is in the Celebration office. We deal with the aftermath. The bigger issue is, if someone is at any of our facilities who will not leave and staff has to call the sheriff, they will not enforce it because there is no sign. This goes back to the issue around the ponds, and it is the same Statute. This is where it is intended for, gated facilities where you can define it. Part of the problem with the pond is that you cannot define what is the public area and what is the private area because there is a 20-foot buffer with high water lines. They do not know where we are trying to trespass them: the water or the land. So the sheriff's department will not enforce trespass at the ponds. But when we have a recreational facility like we have, it is very easy to define because a gate and a fence surround the area. At the soccer field, it is very easy to know where it is. It is the same with the pavilion at Lakeshore Park. Mr. van der Snel raised the question of what to do when someone will not leave, and it is a good point. When a deputy shows up, nothing says people cannot be there.

Ms. Kassel asked have we had this problem before? Have we had to kick groups out because someone has reserved the facility?

Mr. van der Snel stated we had some usage of the pavilion area. I called Ms. Rosemary Tschinkel, and she did not have a reservation on file. The woman there showed me her reservation, and I looked at the date. It was probably an old one. They got all set up, and there was nothing I could do at that point.

Ms. Kassel asked someone had a reservation to use it?

Mr. van der Snel stated no. But what if someone else did?

Ms. Kassel stated if no one is using it, then there is no issue because it is public access.

Mr. LeMenager stated if someone has a reservation, they will show it to you, and you will tell the other people that this person followed the rules and they will have to move.

Ms. Kassel stated I was wondering if we have actually had situations where someone came in and was using it without a reservation, and then someone else who had a reservation came to that facility, and then there was a problem. If we have not had it, then I think maybe having a sign that says something that is enforceable. We have not needed to enforce it, so maybe if we get to that point, we will have to think about it. Perhaps we can have a sign that says reservations are required for guaranteed use, or that use of this field is not guaranteed unless you have a reservation.

A Resident stated you could have a sign out for that day, similar to the meeting announcement signs, saying the field is reserved from 2:00 p.m. to 5:00 p.m.

Mr. Berube stated we have the signs, but they never get used. The sign at Lakeshore Park is behind the glass window at the restroom doors that says "This pavilion in use."

Ms. Kassel stated then this is how we handle it.

The Resident stated you can also put it on the calendar because we do water aerobics every Friday morning, but two or four times a year, we go down there and we see a sign that the swim team or the schools are using it for the next two weeks. Then we have to go home. It should be put on the calendar to show who is using it on certain days.

Ms. Kassel stated the calendar is provided by the developer.

Mr. LeMenager stated we do not have a calendar.

The Resident stated you can announce it somewhere.

Mr. Walls stated we put it on the website.

Mr. Berube stated that is correct. We post that information on the website when use applications close the pool.

The Resident stated I do not know how to get to the website.

Mr. Berube stated it is listed on the agenda.

A Resident stated Mr. Walls made the comment that possibly a resident might want to have a pick-up soccer game but the field is never available. Has that happened?

Mr. Walls stated no, but we just started allowing other outside groups to use it.

Mr. Qualls stated the rules do not state that only non-residents can make reservations.

Mr. Berube stated that is correct.

Mr. Qualls stated anyone can make reservations. I am not sure I understand what you are trying to fix. If you want to use the facility, just make a reservation. It is like every park that I have ever been to. If you want to have a birthday party at the pavilion, then make a reservation. If you get there and someone else is there, tell them you have a reservation.

Mr. Walls stated all I am looking for is flexibility. We already have two outside groups that filed a request to use the soccer field. All I am looking for is for us to have the ability and the flexibility to say that we have reached our capacity on groups using the field, so if anymore come in, we will say no. We need to have time for residents to be able to use the fields, too. That is all I am looking for, and I want to make sure we have language in the rules that allows us to do that.

Mr. Qualls stated I do not know how you do that without completely doing away with the reservation system. If you want to allow people to reserve it unless a resident wants to use it, I supposed you could have that policy which would give you the flexibility. To me, the other side is that if you are a resident and you want to schedule pick-up games or whatever, then you organize it and you submit a reservation request. I heard someone mention that 15 days in advance seems to be a problem. Maybe you can look at that. The Board sets the policy. I am just trying to understand the unintended consequences of a policy change or a rule change.

Mr. Berube stated the way we got here is, we had some discussions with both the soccer and the Pop Warner football group this week, where they sensed they were going to have conflicts with use of the field. They both requested access, and there was some concern between both groups that they were going to end up wanting access on the same days of the week. I could see that becoming a problem because one already requested access and was changing the dates, and the second group requested access based on the first group's schedule. I could see a conflict potentially brewing, and I was concerned about it.

Mr. LeMenager stated you tell them to put their heads together about it and decide what they want to do.

Mr. Berube stated it all got worked out. As we have more and more residents, and as this place becomes more and more popular with more and more groups that want to use the facilities, we are going to struggle with this more and more and more.

Mr. Walls stated I just think we need some way to have discretion.

Mr. Berube stated I think we have it.

Mr. Walls asked if three more groups come in and want access to the soccer field without them being able to claim that we are discriminating against their group, what do you do then?

Mr. LeMenager stated that is why it is first come, first served.

Mr. Walls stated yes, but if you fill up all the slots, then residents are not able to use the fields.

Mr. LeMenager stated that happens now with the boats.

Mr. Walls stated I just think we need that discretion.

Mr. Berube asked how do you write it?

Mr. Walls stated I will work on something.

A Resident stated the theory is that all those groups coming in are residents.

Mr. Walls stated but they are not.

The Resident stated to me, Pop Warner is residents.

Mr. Berube stated no, they are not.

Mr. Walls stated they are from all over the place.

The Resident stated I understand what you are saying, but my son plays in Pop Warner. When I go out to the practice field, I am a resident using the field. I understand that you want to deny access to some. But the fact is, residents are using it.

Mr. LeMenager stated that goes back to the argument that I made last year or the year before, which is, if you want to go swimming at Lakeshore Park in Saint Cloud, you can. We do not pay for it, but it is a public park. Lakeshore Park in Harmony is a public park. Anyone on the face of the planet who wants to use it can do so.

Mr. Berube stated people in Saint Cloud pay City and County taxes. They do not pay CDD assessments and County taxes. Our residents pay a pretty hefty amount of money.

Mr. LeMenager stated we do not pay City of Saint Cloud taxes.

Mr. Berube stated no, but we pay County taxes.

Mr. LeMenager stated that is true, but the City of Saint Cloud provides parks that we can go use. The City of Kissimmee provides parks that we can go use. Harmony CDD provides parks that everyone can go use.

Mr. Berube asked who funds the parks?

Mr. LeMenager stated the City of Saint Cloud, the City of Kissimmee, and the Harmony CDD. We are no different. This is not an HOA. If you have a problem with it not being an HOA, then take it up with the Lentzes.

Mr. Berube stated when my CDD assessments are more than my property taxes, I want someone sitting on this Board who represents my well-being.

Mr. LeMenager stated that is not what we get to do. That is the other Board.

Ms. Kassel stated but CDD property and facilities are public property.

Mr. Berube stated I know, but the problem is that people pay a lot of money to live in Harmony, and they pay for all these facilities. To Mr. Walls's point, they should have first opportunity at all of them.

Mr. LeMenager stated it does not work that way. This is public property. It is a public park.

A Resident stated my point was that you are saying to reserve extra days for it, or maybe not book extra days for that. The reality is, those groups coming in have a lot of residents in those groups.

Mr. Walls stated I understand, but right now, I think four days of daylight hours are used up by these groups. That is four days out of seven. If another group comes in and takes another two or three days, where do we draw the line to say that we need to leave some space for other people to be able to use the fields?

Mr. LeMenager stated I think at some point in time, the soccer field will be in use seven days a week by organized groups. There is nothing we can do about it, and that is the way it is going to work.

The Resident stated that is what he is saying to set aside, that we should set aside something.

Mr. Walls stated there should be days open for the residents, and we should have that ability.

Mr. LeMenager stated like on Tuesdays, we have no boats available, and have one day when no groups can make reservations.

Mr. Walls stated we can move on, and I will put something together.

Ms. Kassel stated this rule talks about the hours of operation being daylight hours.

Mr. Walls stated staff will review the rules and incorporate the new times to the appropriate facilities.

- Section 6.2, Waiver of Liability and Indemnification: *no change*
- Section 6.3, Damages, Repairs and Inspection: *no change*
- Section 6.4, Participants and Attendees: *no change*
- Section 6.5, Abandoned Property: *no change*
- Section 7.1, Recreation Facility Reservations: *no change*
- Section 7.2, Event Approval or Denial: *no change*

Mr. Berube asked do we want to discuss fees?

Ms. Kassel stated no yet. Section 1.2 defines special events, “Any event held on District property, which involves a group of people gathering to participate in an activity involving more than normal, everyday use of the property.”

Mr. LeMenager stated that is correct; that is a special event.

Ms. Kassel stated we also have a *No Sign* policy. Section 8.3 applies to special events and recreational use of the facilities, but I think for open houses, realtors should be able to put out *Open House* signs. I do not see why we cannot allow signs for all special events that people can put up a sign in accordance with the rules, which is two days before the event, and by 5:00 p.m. the day afterward, the sign has to be removed. If it is a CDD meeting, an HOA meeting, Conservation Café, someone’s wedding, or someone’s open house, I would like to add those kinds of things to the list of special events in this rule.

- Section 7.3, Review of Application: *no change*
- Section 7.4, Event Logistics: *no change*
- Section 8.1, Maintenance of District Recreation Facilities for Special Events: *no change*
- Section 8.2, Inspection of Subject Premises Following Event: *no change*
- Section 8.3, Signs: *no change*

Ms. Kassel stated going along with my comment in Rule 7.2, I would also like to amend this rule about signs, that it is not only recreational facilities but for any special event.

Mr. Berube stated we have already addressed the realtor *Open House* signs. On a practical basis, the *Open House* signs are not being touched, but the developer had something in the sign protocol that we adopted by happenstance, which is that *Open House* signs can go up four hours before and stay until four hours after the conclusion of

the open house, and no one is touching the signs. The sign situation lately has been that no one is complaining about it.

Mr. LeMenager stated except for the one Lennar just put up on Five Oaks. Right as you drive in on Five Oaks, it is so that people will make the turn into their new area.

Mr. van der Snel asked is it on CDD property?

Mr. LeMenager stated yes.

Mr. Berube stated then it needs to be removed.

Mr. van der Snel stated with the *Open House* signs, DR Horton wants to have their *Open House* signs out permanently. I told him that we cannot allow that. I explained the policy for open houses, which means you must have an active open house. He said he has an active open house. I pointed out how many signs he already has. The difference is, I do not think that a permanent *Open House* sign should be allowed.

Ms. Kassel stated I agree.

A Resident stated I totally agree. Are we talking just weekends or seven days a week?

Mr. Berube stated seven days a week. You can have the sign out four hours before and four hours after. No one is touching signs in that timeframe.

The Resident stated I agree with Mr. van der Snel. It is unreasonable to think that a home is going to be open 24 hours a day, seven days a week.

Mr. Berube stated right.

A Resident stated I do not know who it is, but I have seen signs left out for days.

Mr. Berube stated yes, and if we notice them, we remove them.

Mr. van der Snel stated it used to happen on weekends when they would put up a sign on Friday and leave it up. But those are gone.

The Resident stated sometimes I will see a sign up for weeks.

A Resident stated where I see the greatest abuse is from a real estate company that does not typically take a listing in Harmony and is not familiar with the Harmony rules. They may be from Kissimmee or somewhere else and put a sign up that is there 24 hours a day, seven days a week.

Mr. LeMenager stated not if I see it.

Mr. Berube stated there is no discrimination or no favoritism with the signs. I am out and about all the time, and I did not notice the Lennar sign. I might have missed it, but I watch what they are doing. We are pretty much on target. A sign may get missed



overnight because our staff is not on sign patrol all day. No one drives the whole community, but usually someone will notice it and call us so we can remove it.

Mr. van der Snel stated it is mainly the signs for haircuts, exterminators, and so forth, and we remove those.

Mr. Berube stated yes.

A Resident stated I agree with you.

A Resident asked are those signs out for one day, or do they just come down?

Mr. Berube stated no. The only signs that are allowed on CDD property are *Open House* signs, which are four hours before and four hours after.

Ms. Kassel stated that is not true, not according to the rules.

Mr. Berube stated I know what the rules say, but we changed it.

Ms. Kassel stated no, these are the rules.

Mr. Walls stated I think we need a section in the rules that addresses signs and that explains exactly what kinds of signs are permitted, for how long, and for what days.

Mr. LeMenager stated I think we need to start with the policy that the developer got approved by the County. There is a book on that.

Mr. Walls stated yes, and we can incorporate that into this rule.

Mr. LeMenager stated that book is the rule. That is what the County has actually approved.

Mr. Berube stated the timeframe of four hours before and four hours after the open house came from that book, which is the developer's policy.

Ms. Kassel stated that is for open houses. We have a rule for special events, and signs can be put up two days prior to the event.

Mr. Berube stated this rule applies to District recreation facilities. The event has to be at the facility.

Mr. Walls stated if someone has a special event at our facility, they can put up a sign.

Mr. LeMenager stated yes, two days ahead of time.

Mr. Walls stated I think we need a section that lays out exactly what people can put on our property in terms of signs.

Ms. Kassel stated also specifying for how long they can be up. Otherwise, this rule is fine.

Mr. LeMenager stated that language would not be under special events. It sounds like you want a new section.

Ms. Kassel stated yes.

A Resident stated the Dark Sky signs out on the tower and all around the lamp posts have been up for months.

Mr. Berube stated that is not our property.

The Resident asked what about the lamp posts? Who owns the lamp posts?

Mr. Berube stated OUC. They had to get permission from OUC.

The Resident stated now Lennar has “Available” and “Purchased” signs, and all those signs are illegal.

Mr. LeMenager stated all those signs are on private property.

The Resident stated this is where I get confused. Once the builder buys that lot, it falls under the HOA?

Mr. Berube stated no.

Mr. LeMenager stated it is under the HOA today. The only part that we control is between the sidewalk and the curb. The property on the other side of the sidewalk has nothing to do with the CDD.

The Resident asked what if it is between the sidewalk and the curb?

Mr. LeMenager stated then Mr. van der Snel will remove it.

The Resident stated the Lennar signs never come down.

Mr. LeMenager stated he will remove them.

Mr. Berube asked the signs are between the sidewalk and the curb?

The Resident stated yes.

Mr. van der Snel stated there are banners at the west entrance.

The Resident stated they also have an A-frame sign, and they are a mess.

Mr. Walls stated I am referring to signs for the CDD meetings or HOA meetings.

Ms. Kassel stated those are for the entire community.

Mr. Berube stated they are governmental-purpose signs.

Mr. Walls stated also HOA-purpose signs. *Open House* signs are fine for their limited duration as explained.

Ms. Kassel asked what if there is a social committee event?

Mr. Walls stated that falls under the HOA.

Mr. LeMenager stated they will still be on our land.

Mr. Berube stated there is a difference between a civic purpose and a business purpose.

Mr. LeMenager stated yes, but all of us think there are way too many signs in this town, for the size of the town.

Ms. Kassel stated not all of us.

Mr. Berube stated there are too many signs.

A Resident stated all the churches put up signs.

Mr. Walls asked anything beyond what I just mentioned should be allowed?

Mr. Berube stated no.

Mr. van der Snel asked what about a Boy Scout event?

Mr. Berube stated that is civic.

Ms. Kassel stated it is not exactly civic.

Mr. Berube stated it is not a business purpose.

Mr. LeMenager stated look at the logistics. We have two roads in, and that is all. The developer wants to scratch the third one. If someone is having an event, it is probably in our best interest to have people put up some directional signs so we do not create traffic messes. We are going to get bigger. In some ways, these are good problems to have because it means Harmony might become a success.

Ms. Kassel asked what is your recommendation? I do not understand what your point is.

Mr. LeMenager stated I do not know that we need to have rules for all this. We could include language for the realtor signs. If someone is having a birthday party and they want to put up a sign with an arrow to the party, that should be fine. At some point we have to use common sense.

A Resident stated that is not the same as the realtor signs. I think you ought to address an open house for the sale of a house or a property. When you start using realtors, then you say you are only going to allow signs from realtors.

Mr. Berube stated as a practical matter, our staff is not going to pick up and remove a birthday sign as soon as they see it. If it is there on Saturday, which was more than likely the day of the party, then if it is still there Sunday morning, we will probably remove it. Certainly on Monday morning it is gone. We do not have sign police. There is discretion.

I know there is because I know what goes on. We already have discretion built in. The barber shop signs are gone right away. The other signs that have some non-business purpose are left up and they stay there for a reasonable period of time. They are gone the following day but certainly two days afterward because I watch them. If we try to make a rule, then in a couple years, someone will look at all the rules we revised and redo all of the rules we discussed tonight. The more you put on paper, the more you have the ability to play with it more.

Mr. Qualls stated I would like to make a quick point of something to consider. When you say as a rule that no signs are permitted on CDD property except for a governmental purpose of advertising a CDD meeting, I think that is as broad as you want to make it. If you start allowing in other types of signs, for instance, a realtor's open house, once you open that door, then you are getting into a free speech issue. If one group can have speech there in a sign, then other groups can, too. I think you want to limit it to allowing no signs except for signage to announce a CDD meeting.

Mr. Berube stated well said; we understand.

Ms. Kassel stated maybe we just do not address it and have a policy rather than a rule.

Mr. Berube stated that is exactly right.

Mr. Farnsworth stated I think that is almost the way you have to do it.

Mr. LeMenager stated I think that is what he just said.

Mr. Qualls stated you cannot have a policy that takes away someone's free speech rights. If your rule is no signs, then everyone is being treated equally and it is not a free speech concern. I looked at Orange County after the last meeting, and their policy is no signs, period.

Mr. Berube stated they remove them.

Mr. Qualls stated that is fine, but we do not want to have an issue where we are infringing on people's free speech rights, whether by rule or policy or any other manner.

Mr. Berube stated to go along with what is going on today, we had a big uproar over *Open House* signs. We have tweaked that policy. I heard from a developer representative that builders were very upset with our policy of taking their signs, but they have learned to live with it. I think we have found an equilibrium with signs for now, and it seems to be working. The reality is, even with *Open House* signs, I think most people going to an open house put the address into their phone and go right there.

Mr. LeMenager stated they are trying to catch people driving by who go there on the spur of the moment so you can get leads. You are not actually trying to sell the house.

- Section 8.4, Event Times: *no change*
- Section 8.5, Assumption of Risk: *no change*
- Section 8.6, Special Events Fees and Charges: *no change*

Mr. Walls stated I do not think we want to put the fee schedule in the rules. I think the rules already provide for us to set a fee schedule. We just need to figure out what it will be.

Mr. Qualls stated the Florida Statutes say that you may have user fees, and you can set those by resolution of the Board.

Mr. Walls stated yes, and that is referenced in the rules already.

Mr. LeMenager stated it is Section 8.6.1, referencing Section 190.011(10), Florida Statutes.

Mr. Berube stated we will do the fees in a separate schedule, which means we can consider the fees at the next meeting.

Mr. Walls stated we can do it at any future meeting. We need to do an analysis first.

Ms. Kassel stated unless we simply assume Orange County's computations are close enough.

Mr. Walls stated I am thinking of something along those lines.

Mr. Berube asked is that \$15 per hour?

Mr. Walls stated Orange County has full-time staff dedicated to those parks.

Mr. Berube stated if a group is going to have a two-hour event at Lakeshore Park and we charge them \$15 per hour, that is \$30. It is not worth going through all the trouble.

Ms. Kassel stated the manager will manage that, not us.

Mr. Walls stated if you have a soccer league, they will use the field two or three nights a week for several months.

Mr. Berube stated we need to think about a minimum fee for any usage of any facility.

Mr. Walls stated we need to work through all that.

Ms. Kassel stated but that is not a rule, so we do not have to address it now.

Mr. Berube stated it is a policy, but we need to think about what we are doing. Otherwise, we will be sitting in a meeting, having this discussion.

Mr. Walls stated we all need to start thinking about it.

Mr. LeMenager stated we need to have some proposals to consider.

Mr. Berube stated I am thinking a minimum fee of \$100 or \$150. Once you get beyond that, like with soccer or football, some hourly charge will go along with it.

Mr. LeMenager stated with respect to fees and comparing ourselves to Orange County or Saint Cloud or Kissimmee, this is still a cow pasture in the middle of nowhere. The developer has made it pretty clear lately that the grandiose plans of this becoming a town are secondary to them selling houses. That is all they care about.

Mr. Berube stated it is a business for them and always has been.

Mr. LeMenager stated let us not overdo the fee issue. I can certainly say we should put something in place, but I do not know about paying \$100 to use the facility one time.

Mr. Berube stated I said for everyone to give some thought to a minimum charge, and I suggested \$100 to \$150.

Mr. LeMenager stated I think it is worth charging someone \$30 just to get the system in place, and \$15 per hour does not seem unreasonable. Let us not lose sight of the fact that we want to encourage Harmony to grow and develop. Let us not get beyond what we really are right now, which is still 2,000 pioneers on Triple R Ranch.

Mr. Berube stated everyone has their thoughts.

Mr. Farnsworth stated I agree with Mr. LeMenager. A large single-use fee right now does not seem appropriate.

Mr. Berube stated I do not think \$100 is a lot of money. My other thought is that if a resident wanted to use a facility for a group of all residents, I am in no way advocating what the developer is doing in charging to use buildings and their facilities. That is their policy. If a resident wanted to use the facility for a group of all residents, I do not think we charge for that, but we should charge outside groups.

Ms. Kassel asked is that legal to charge non-residents a fee but not residents?

Mr. Berube stated residents always pay.

Mr. Qualls stated it is the same with the way you use the pool, as I understand it. You cannot restrict access to non-residents, but you want those non-residents to cover the same costs that residents are already covering through their assessments.

Mr. Berube stated yes.

Mr. Qualls stated it is fair for everyone, whether you are a resident or a non-resident. You pay the same.

Mr. LeMenager stated no, I do not think Mr. Qualls understands the point.

Ms. Kassel stated residents are already paying.

Mr. Qualls stated that is what I am saying: residents are already paying through their assessments. You have to find whatever the equivalent of that is to charge non-residents.

Mr. Berube stated it is just like the access card. We charge renters \$10 for every access card simply because they are not paying CDD assessments. That is the reason.

Ms. Kassel asked what if it is a resident who is the organizer, but the event is for kids who live elsewhere?

Mr. Berube stated we already did that for the soccer group and Pop Warner football. That is a little different. It is an outside group, and it is also for money. That is the difference, because money is involved. If a resident wants to have a big birthday party for all their friends from overseas, you are the resident and have already paid for it, so I think you should get that. If you are charging all your friends to come to a barbecue at \$10 each, that is different.

Ms. Kassel stated then we should amend our application to ask the question if there is a charge for participants.

Mr. Walls stated it already has an area to describe the purpose.

Mr. Berube stated yes. At the top, I believe it says personal, civic, governmental, non-profit, and so forth. The churches are non-profit, which we have already received many applications.

Mr. Walls stated we will need to specifically address it in the rules if it is not, that this applies to those situations that you mentioned, for a resident, non-business purpose.

- Section 8.7, Damage Deposit: *no change*
- Section 8.8, Indemnification and Hold Harmless: *no change*
- Section 8.9, Insurance Requirements: *no change*
- Section 8.10, Special Event Approval: *no change*
- Section 8.11, Responsibility Statement: *no change*

#### **FOURTH ORDER OF BUSINESS**

#### **Other Business**

There being none, the next order of business followed.

**FIFTH ORDER OF BUSINESS**

**Adjournment**

The next regular meeting is scheduled for Wednesday, February 26, 2015, at 6:00 p.m. at the Harmony Community School.

The workshop adjourned at 8:00 p.m.

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Gary L. Moyer, Secretary

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Steve Berube, Chairman