

MINUTES OF WORKSHOP HARMONY COMMUNITY DEVELOPMENT DISTRICT

A workshop of the Board of Supervisors of the Harmony Community Development District was held Thursday, October 24, 2013, at 4:00 p.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present were:

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

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls (<i>by phone</i>)	Attorney: Young vanAssenderp, P.A.
Todd Haskett	Harmony Development Company
Residents and Members of the Public	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Berube called the workshop to order at 4:00 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

Mr. Berube stated when revising the rules, we need to have a workshop like we are having today. We will put our thoughts of changes in writing. There is a public hearing where the public gets an opportunity to give their comments. After that public hearing, we have an adoption process, very similar to the way the budget process works.

Mr. Moyer stated that is correct how the process works.

A. Chapter 1, Administrative Rules of Procedure

Mr. Berube stated I printed all the rules. A lot of it is pretty easy to handle. Chapter 1 is the Rules of Procedure, and they are the guidebook as to how things operate. I do not see any reason to change anything in Chapter 1.

Mr. Moyer stated most of that is driven by Florida law. You will notice that the rules track the requirements of Florida Statutes. To the degree that those Statutes change over time, it does not hurt to update them, but they are a standard set of rules.

Mr. Farnsworth asked is there anything specific that needs to be updated?

Mr. Moyer stated we will probably update the public comment part of those rules. The last session of the Legislature adopted changes. You are now required to provide an opportunity for anyone to speak at the beginning of the meeting on any agenda item, and the agenda reflects this. In many places, they also include audience comments at the end so that you can bring up things that were not on the agenda. Generally, anything that the Board is going to take action on, you have to give the public the opportunity to speak on that.

Mr. Farnsworth stated generally it is providing more flexibility on audience participation.

Mr. Moyer stated yes. There was unfortunately a Supreme Court case that came out of the State of Florida, I believe based on a County that had a meeting. You are entitled to attend and they are open meetings pursuant to the Sunshine Law. The court interpreted that the meeting is open but that does not mean there is any obligation on the government—County, municipality, special District—to let anyone say anything at those meetings. The Supreme Court ruled that you need to have these rules in place. We may want to update that section of our rules.

Mr. Berube stated I think we are ahead of what the requirement is, and I think we are pretty lenient in giving people the ability to speak reasonably just about any time. We can certainly update it, but I do not think we have any problems there.

i. Amendment 4, Procedural Rules on Animals, Habitat and Wildlife

Mr. Walls stated I do not think we do anything with this, but it references annual reviews that need to happen and reports that need to be made to the Board. I would suggest striking this amendment, as well.

Mr. Berube stated it specifically says the Manager shall cause to be filed, agendaed and discussed an annual report on this coordination. That means we are supposed to have a meeting with the HROA's animal habitat committee and this Board, which I do not think we have ever done. It is also very specific on disbursement of tags: different colors every year, different shapes. The last time this was used was in 2003, but these rules are still sitting out there. What do we do with this?

Mr. LeMenager stated get rid of them.

Ms. Kassel stated it was not included in the workshop agenda, and I did not realize it was sitting out there. I would like to review it. No one on the Board knew about it until

this workshop agenda came up. Maybe there is something of value that can happen from that interaction.

Mr. Moyer stated Mr. Berube printed all his rules from the website.

Mr. Berube stated that is correct, then we received the email indicating it was just for Chapter 4. They are all out there and we need to be aware of them. We are reviewing these rules for a reason. The biggest thing is the requirement for an annual meeting between the two Boards, and the specifics of the tags. We have turned all that over to the HROA. In theory, in order to bring any pet onto our property, they are supposed to have a tag that is issued by the HROA. Back then, they had orange fire hydrant tags for 2002 and blue doggie bones for 2003.

Ms. Kassel stated this was instituted through the Harmony Institute.

Mr. Berube stated that is correct, and it all got blended in, then we separated it. I think several of us noticed that it is not being enforced.

B. Chapter 2, Policy Manual for Water Utilities

Mr. Berube stated this policy governs drinking water, sewer water, and various other water. As far as I know, we have been out of the water business since 2003 or 2004 when it transferred to Toho Water Authority (Toho). How do we dispense with these rules as part of our rules package? Do we just say we do not need them anymore?

Mr. Moyer stated when we get to the point of updating whatever we do with Chapter 4 and any of the other rules that we will be discussing, we would just delete this from our rules. We will just make it part of the package and delete it.

Mr. Farnsworth asked how were we involved with it in the beginning?

Mr. Berube stated we used to run the water plant, but it was sold to Toho.

Mr. LeMenager stated if Toho had not come into existence, we would be in the water business.

Mr. Berube stated we would have spent over \$1 million for a new water plant across the street. It was a prescient move for the Board at that time to sell the plant to Toho.

C. Chapter 4, Parks and Recreation Facilities Rules

- Rule 1.1, General Use: *no change*
- Rule 1.2, Special Event: *no change*
- Rule 1.3, Organizer: *no change*
- Rule 1.4, Dock Master: *no change*

Ms. Kassel stated we no longer have a dock master, so we should change that reference in the definitions and throughout the document.

Mr. Haskett stated my theory is that whoever is at the dock is the dock master.

Mr. Farnsworth stated it is a function, even though it is not one person.

Mr. Berube stated I thought about that, too, considering we eliminated the position. When you read through all the references to dock master, to edit them all out is a big undertaking. I think it also gives the person taking the boat the idea that he is the dock master.

Mr. Walls stated you can just define it as someone employed by Harmony Development Company, something along those lines.

Ms. Kassel stated they are still responsible to the District for maintenance of the boating facilities.

Mr. Farnsworth stated the definition allows for multiple people in that role.

Mr. LeMenager stated we have three dock masters right now.

Ms. Kassel stated I wanted to point out for discussion that we used to have someone with that title, but we no longer do. I just wanted to ask if we wanted to change it or not. I am fine not changing it.

- Rule 1.5, District: *no change*
- Rule 1.6, District Office: *no change*
- Rule 1.7, District Manager: *no change*
- Rule 1.8, District Pool Facilities: *no change*
- Rule 1.9, District Buck Lake Dock and Boat Facilities: *no change*
- Rule 1.10, District Recreation Facilities: *no change*
- Rule 1.11, A District Resident Includes: *Owners will receive one set of household cards at no change; replacements are \$10. Tenants will pay \$10 in advance for each card, and \$10 for each card at the lease renewal period; replacement cards are \$10. Tenants with month-to-month leases after an initial lease term may receive access cards valid for 90 days with a \$10 fee paid in advance.*

Mr. Berube stated everyone should have received an email from Mr. Haskett earlier this week from another CDD that is clearly farther along in their development than we are. It appears they have run through a lot of the same struggles we have, including

security badges, access to facilities, kids running wild and so forth. They have a different set of definitions. I do not know if we want to consider implementing some of their work into what we are doing here today.

Mr. Walls stated in this other District, if you rent a house or if you own a house that you rent out, you can either keep the cards yourself or you can sign away your access card rights to the renters, but you cannot have both. I like that. They are only paying fees for a single family, but they are getting two sets of cards. I would be in favor of changing the rules to this so people are not double dipping.

Mr. Berube stated they call it Assignment of Amenity Rights and Privileges. I agree that it would be a good change.

Mr. LeMenager asked is it a problem?

Mr. Haskett stated currently there are 12 owners, which is not a large number. I have found that a select few who no longer live here have taken advantage of creating their own resort here. They were using the boats and their tenants were using the boats. They were bringing business people here to entertain them. It did not seem appropriate use.

Mr. Farnsworth stated in other words, they still live close enough.

Mr. Haskett stated yes. This certain individual still did that after they moved, as well, until I deactivated their cards.

Mr. LeMenager stated but then they did not own property here.

Mr. Haskett stated they owned a townhome, and they also leased it out so they never really lived here.

Ms. Kassel stated they did not own an additional property. They did not have this property and another property that they rented out.

Mr. Haskett stated that is correct.

Mr. LeMenager asked is there anything wrong with that?

Mr. Berube stated yes, I think so.

Mr. Walls stated in terms of the fairness for the dollars you are paying, they are getting a 2-for-1 deal, essentially.

Mr. LeMenager stated we are talking about the boats and the swimming pools.

Mr. Berube stated the controlled access portions. Those are the only places we can see where it happens.

Mr. LeMenager stated the boats and swimming pools are the only facilities that any member of the public cannot just go use.

Mr. Berube stated that is correct.

Ms. Kassel stated the dog parks.

Mr. Berube stated the dog parks are not that tightly controlled.

Ms. Kassel stated no, but it is still a facility.

Mr. Berube stated we have limited space in each pool and a limited number of boats. When people are double dipping, your capacity constraints are easily exceeded at some point. If someone does not live here, whether they own property or not, if they are renting out their home, then I think it is proper to prevent double dipping.

Ms. Donna Goldberg stated the other issue that coincides with that is we have so many units in the townhomes that are rented out. There are a number of investors who own the properties. We have found that when tenants have changed hands, the old tenants still have pool keys and they use the facilities even though they no longer live at that property.

Ms. Kassel stated we deactivate their card.

Ms. Goldberg stated you can deactivate that card with that name, but you also have to know if that person has moved out.

Ms. Kassel stated at the end of their lease term, their card is automatically deactivated.

Mr. Berube stated they have to provide another copy of their lease showing starting and ending dates of the new lease term. That has been a lax point for the last year or two.

Mr. Farnsworth asked is it now being enforced?

Mr. Berube stated yes, to the best of our ability. It has aggravated a number of people.

Mr. Farnsworth stated it does not matter if it aggravates them, as long as we are consistent.

Mr. Berube stated we are.

Mr. Walls stated if I am reading correctly, Fishhawk CDD charges a fee each time a card is issued. So when a tenant renews their card, they pay a \$10 fee.

Mr. Farnsworth asked do we really want to do that?

Mr. Haskett stated yes.

Mr. Farnsworth asked even if it is a long-term rental?

Mr. Walls stated I think it is appropriate in terms of the administrative activities. We have to do work to maintain this.

Ms. Kassel stated there is a cost for the card, the printing equipment, and so forth.

Mr. Haskett stated since we implemented it in June or July 2011, we have spent \$3,230 on cards for renters. About \$1,700 worth of cards were never picked up. They sent in their information, the card was made but they never picked it up.

Ms. Kassel stated that would be 170 cards.

Mr. Berube stated we pay \$4 or \$5 as our cost for the cards.

Mr. Haskett stated the card is \$4.50 and it is another \$1.00 for ink, parts and time involved.

Mr. Berube stated there is a valid reason to charge \$10 for a card. If someone has to pay \$10 up front before the card gets printed, they will probably come and get it. The pattern suggests a lot of waste. That was about 300 cards that just went to waste.

Mr. Haskett stated it was 323 cards.

Mr. Berube stated they have to be tracked after the fact to be deactivated.

Ms. Kassel asked how will that payment be made streamlined and easy for residents who want to pay that \$10? It is a technology and logistics issue. Will we accept PayPal payments or credit card payments? It needs to be easy. Instead of paying in cash, you want them to pay up front before you even create the card.

Mr. Farnsworth stated when they submit the form is when they would pay.

Mr. Haskett stated we have a process in place now for lost cards.

Mr. Berube stated part of the reservation system that we will hear at the regular meeting includes access card issuance.

Mr. Haskett stated yes, it will be linked, and that website has payment processing on it, either PayPal or credit cards.

Mr. Berube stated at Fishhawk CDD, owners get one set of household cards at no charge. Renters always pay for cards.

Mr. LeMenager stated I agree with that.

Mr. Haskett stated the current rate is \$10 for lost and replacement cards. Owners do not pay.

Ms. Kassel stated tenants have been getting their initial cards free. They only pay \$10 if they need a replacement card. Renters and owners all get their initial card for free. If they lose their card, everyone pays \$10 right now.

Mr. Walls asked what about when a tenant comes back in to renew their card? Do they pay another \$10?

Mr. Haskett stated yes, it would be based on their lease term.

Mr. LeMenager stated they are not getting a new card.

Mr. Haskett stated if our staff goes to the pool and someone is in the pool with a card that has been deactivated because someone let them in, we have no idea of telling if that card is valid or not unless you make them swipe it. That is a lot of work. I want to put an expiration date on the card that is the ending date of their lease.

Mr. Berube stated the last card I received says Owner.

Mr. Haskett stated that is correct.

Mr. Berube asked do the other cards say Tenant?

Mr. Haskett stated yes.

Mr. Berube asked you are just going to add a line under Tenant with a date?

Mr. Haskett stated yes, that is my request and recommendation.

Mr. Walls stated I agree with that.

Ms. Goldberg asked will they automatically expire on that date?

Mr. Haskett stated yes.

Mr. Farnsworth asked the system will automatically deactivate the card on that date?

Mr. Haskett stated I am the system, so I have to go through and review at the end of the month all the leases that are expiring, then I deactivate them.

Mr. Farnsworth stated so there is no automatic monitoring. Will this new system do that?

Mr. Haskett stated yes, it will send up red flags.

Mr. Berube stated the latest cards will say Tenant and will have the lease expiration date on it. Their \$10 fee carries them through to the end of the lease term. At that point if you renew your lease, you pay another \$10 and get another card that matches your lease date.

Ms. Kassel asked what if you have a month-to-month lease after your original lease?

Mr. Berube stated it is good for 90 days.

Ms. Kassel stated so they will pay \$10 for a 90-day card.

Mr. Berube stated that is what Fishhawk does.

Mr. LeMenager stated I am in this business. It is incredibly easy to write on a piece of paper to do one-year contract that is really month-to-month. Someone needs to explain to the landlords and property managers how to do it.

Mr. Berube stated I am sure some of them have figured it out.

Mr. LeMenager stated clearly some have not. I have this problem in Artisan Park in Celebration. My tenant is on a month-to-month lease, but he gets a one-year contract.

Mr. Berube stated we just need some sort of rules to go by. When people want to know what the rules are, we can show them. If people figure out a way around them, they are doing that now. They jump over the fences and through the shrubs. I think we are all in agreement to adopt what Fishhawk has for residents, renters, tenants and so forth. Effectively, what we discussed is what was included in their rules.

Mr. Farnsworth asked what about a non-resident member?

Mr. Berube stated we allow for that, and we charge them \$1,000, where Fishhawk charges \$1,600.

Ms. Kassel stated no one has ever signed up for that.

Mr. Farnsworth stated it is rather expensive for anyone to do. This place has a lot of facilities.

Mr. Berube stated I am willing to bet that no one has paid Fishhawk's \$1,600 fee, either.

Ms. Kassel stated it is designed to make sure that someone who wants to use the property pays something that is equivalent to what home owners are paying.

Mr. Moyer stated the facilities are open to the public under that scenario. That keeps us legal.

- Rule 2.1, Unauthorized Use: *Some language might correspond with rule 4.6.*
- Rule 2.2, Enforcement and Penalties: *Could include penalties as amended for rule 4.6.*
- Rule 2.3, Fishing in District-Owned Ponds: *Implement the applicable sections of the Fishhawk rules from pages 26 and 27 to replace the current rule that state fishing is not permitted in District-owned ponds. Fishing will now be allowed.*

Mr. Berube stated I asked this question last month on the Facebook page, and it generated a huge number of comments and input. I was surprised because the last time was asked about fishing, it was about 50%-50% for and against. This time, it was about 80% positive from what I could tell before you get into the personality fights.

Ms. Kassel stated I prepared a spreadsheet. Ten were against any fishing, five for fishing in any pond, and seven for fishing in only designated ponds.

Mr. Berube stated I do not disagree.

Ms. Kassel stated it was not like we polled everyone in Harmony.

Mr. Berube stated 127 people chose to participate in that forum, but not in this conversation. I thought it was overwhelming toward allowing fishing once again.

Ms. Kassel stated some people posted many times. Two or three people were not clear, and I did not count them. Ten people said no fishing in any ponds. Five people said to fish in any pond you want. Seven said to allow fishing in certain ponds, but even that was a mix. Some people did not think there should be fishing in the ponds but if we need to have it, then it should only be in designated ponds. Another said that we should allow fishing in some ponds. It was not overwhelmingly for fishing.

Mr. Berube stated it depends how you read it. I asked a very specific question: should we allow fishing in the ponds or not. It turned into a free-for-all, so I sat back and looked at it. The reality is, I am very against having rules that we cannot enforce, which we have discussed. We have no enforcement ability for fishing in ponds other than calling the sheriff and trying to trespass someone. That is a ridiculous waste of resources for the sheriff's department. They do not usually respond for 60 or 90 minutes. By the time they get here, most of the time the offenders are gone, but the sheriff still has to make the call. Fortunately, there is not a lot of crime in Osceola County, so hopefully we are not taking them away from a burglary or car accident or something.

Ms. Kassel stated they would not come in those instances.

Mr. Berube stated that is probably so.

Mr. Farnsworth stated when you consider selective fishing in select ponds, I tried to go around this layout. It looks like there is an absolute maximum of 15 potential ponds.

Mr. LeMenager stated no, we only own six ponds.

Mr. Farnsworth stated I omitted those. I am looking at several other ponds.

Mr. LeMenager stated those do not exist yet. We have only six right now.

Mr. Farnsworth stated when you look at a Google map, you see most of them that are on this drawing. They are all filled with water, so that is the reason I am asking. I counted 15. Which of the 15 would be allowed and which ones would be disallowed?

Ms. Kassel stated I do not even think we are there yet.

Mr. LeMenager stated four of us have made our positions extremely clear. My position is that we should allow fishing in any pond that does not border on residential property. That eliminates the problems we have had with residents in Birchwood with people clearly trespassing and walking right across their lawns.

Mr. Berube asked what is your definition of bordering on residential properties?

Mr. Farnsworth stated if a residential property backs up to a pond, then that would be one that would be restricted.

Mr. Berube asked what about Lakeshore Park?

Mr. LeMenager stated it does not border any residential property.

Mr. Berube asked because the residences are separated from the pond by a street?

Mr. Farnsworth stated yes.

Ms. Kassel stated but all those people who bought those properties did so with the understanding that no one was going to be allowed to fish on those ponds.

Mr. LeMenager stated no one took that into consideration when they bought their property.

Ms. Kassel stated I think people did.

Mr. Farnsworth stated no one gave them that assurance.

A Resident asked what was the original reason for the No Trespassing signs?

Mr. Berube stated there were a few vocal residents.

Ms. Kassel stated no, there was a rule in place before anyone ever moved in.

Mr. Berube stated there was not a CDD rule.

The Resident asked why was the rule put in place?

Mr. Berube stated it was an HROA rule.

The Resident asked was it for liability?

Mr. Berube stated there were a few vocal residents who made their case very strongly that there were activities happening in their backyards, as a result of fishermen, including people urinating on their bushes, smoking, eating on their property, and being rowdy. It was a quality of life issue for the people bordering on the ponds, largely. The other

aspects of it coming into being related to interacting with alligators and certain safety considerations. It all played into the rule we passed which becomes unenforceable realistically. People do not want to call the sheriff. Mr. Walls and I were standing on the street one night, and one very vocal resident showed up and said that there was someone fishing in the pond back there and that we need to do something about it. He needed to call the sheriff. I am not going to call the sheriff. The resident who lives there should call if they do not like it, but they did not want to turn in anyone. We discussed that when we installed the No Trespassing signs. We included the appropriate wording so that the sheriff would enforce them. We told the residents who wanted the signs that if they want this rule enforced, then they need to call the sheriff. Now no one wants to call the sheriff.

The Resident asked if someone gets bitten by an alligator or a snake, or if someone falls in the ponds and drowns, who is liable for that?

Ms. Kassel stated anyone can sue anyone. That is one of the reasons I am not in favor of fishing. We have pools, and things can happen there.

Mr. Farnsworth stated that problem can occur regardless of whether or not you are fishing.

Mr. Berube stated this is Florida and we live with alligators.

Ms. Kassel stated there is no trespassing.

The Resident stated the other issue is, I have been accused of kayaking in those ponds. I was just testing the water in the ponds which was the reason I was in there.

Ms. Kassel stated you were authorized to do that.

The Resident stated on the edges of those ponds, you have only about two feet before it drops off. Some of them range between 11 feet and 28 feet deep.

Mr. Berube stated I have never seen anyone standing in the water fishing. They do not do it.

Mr. Farnsworth stated no, they do not do that.

The Resident stated it is a possibility.

Mr. Berube stated I do not want to sound blunt, but we cannot be the nannies for everyone who might enter Harmony and might want to go fishing in the ponds. We end up being a Nanny State to keep everyone off those ponds. If you really want to have a rule for no fishing, then we need to erect a six-foot fence around every pond and lock them up like the State does along most of their ponds.

Ms. Kassel stated I disagree.

The Resident stated what I am hearing you say is that anyone from any part of Florida can come and fish in those ponds.

Mr. Berube stated yes, it is public property. The entire community is public. We cannot restrict access.

The Resident asked so they can come to the pools?

Ms. Kassel stated no, we have a rule that says that is trespassing. As long as we put signs on the pond, it is enforceable.

Mr. Berube stated that is correct. We are discussing perhaps revising the rule related to trespassing on the ponds.

Mr. LeMenager stated to answer her other question, anyone in the State of Florida can use our swimming pools and the boats if they pay \$1,000.

Mr. Berube stated that is correct. We cannot restrict access to any of the facilities because they were built with public money. We can regulate access, and we have chosen to regulate certain facilities that are very attractive where we do not want a steady stream of people coming in and out. We could regulate access to everything: the playgrounds, the ponds.

Mr. LeMenager stated this is not a gated community.

Mr. Berube stated that is exactly right.

A Resident asked if you make it legal for them to fish, what happens when a child falls in and drowns? Does that not make you liable?

Mr. Berube stated no.

Ms. Kassel stated someone can certainly sue you.

Mr. Farnsworth stated that was one of the questions I had for the attorney. What is the difference in liability for us in the case of a child falling in and drowning? They would not have to be fishing for that to happen.

Ms. Kassel stated that is correct, but there is no trespassing in the ponds.

Mr. Farnsworth stated suppose they fall in crossing one of the bridges.

Ms. Goldberg stated I think the problem here is, regardless of what they are doing, if they just come in from anywhere or it is a resident and they happen to be on the edge of a pond and fall in whether they are fishing or just looking, I think what this resident was trying to ask is, what is Harmony's liability if an accident happens on the property.

Mr. Berube stated Fishhawk CDD references this. Governments are covered by sovereign immunity. They have to ask permission to sue us, in effect.

Mr. Walls stated they can sue but it limits the amount of damages they can collect from a government.

Mr. Berube stated as long as you do not create negligent hazards or attractive nuisances. There are ponds everywhere. We live in a wet State. People want to fish everywhere. We just created two boardwalks that go over the big pond, and people fish off of it all the time. They do not care what the signs say. We have a sign at the dock where people can fish. We are encouraging fishing in certain areas and discouraging it in other areas.

Ms. Kassel stated I see nothing wrong with that. The last time we discussed this, our attorney said that by inviting fishing in the ponds, you are creating an attractive nuisance. There is legal precedent on that in terms of liability.

Mr. LeMenager stated I do not actually remember comments like that. Pragmatically, I am a realtor and am out in the community all the time. I do not think there is another community that prohibits fishing in ponds. I am more than pleased to have someone come to me and say there is another community in Osceola County that prohibits fishing in ponds. We are the only one.

Mr. Berube stated you are in Celebration all the time. What do they do? Fish in the ponds?

Mr. LeMenager stated yes, you see people fishing in the ponds.

Mr. Berube stated the retired people in The Villages also fish in the ponds.

Mr. Moyer stated I might have shared this the last time you were considering this issue. As a young District Manager years ago for a community that decided they did not want anyone fishing in the ponds, they passed a rule for no fishing in the ponds and were enforcing that rule, until we enforced it against someone who actually knew what the law was. There is only one agency in the State of Florida that has jurisdiction over fishing, and that is the Florida Fish and Wildlife Commission (FWC). We do not. What we do have control over is our property and the rights-of-way. In terms of saying you cannot fish, if you stand behind our right-of-way, we cannot stop them from fishing.

Mr. Berube stated so the deputies will not enforce it.

Mr. Moyer stated if you drilled down through all of this, at the end of the day if it goes to court, that is what they are going to say.

Mr. Walls stated at the end of the day, fishing is a legal activity. You have to have a license, but it is a legal activity.

Mr. Moyer stated that is correct. They need a license just like fishing in any other Florida waters.

A Resident stated you need to have a license if the fish is over a certain size.

Mr. Berube stated there are a lot of regulations on the licensing requirements.

Mr. Walls stated for me, I would just remain silent on the entire issue because it is a legal activity that people are allowed to do with the proper licensing. Why are we getting involved?

Mr. Berube asked do you want to change this rule?

Mr. Walls stated I would take it out altogether.

Ms. Kassel stated if you take it out altogether, that means there will be fishing on ponds that back up to residential properties.

Mr. Berube stated we should decide now on this issue.

Mr. LeMenager stated the four of us have made our position clear on this issue so many times. Let us hear from our new member and see where he stands on it.

Mr. Farnsworth stated I have said before that I am not a fisherman, so in the strictest sense, I really do not care. I have to make a choice.

Mr. Berube stated do not go by any ponds. Let us make a decision on opening fishing in the ponds. We will make that decision first. If we want to restrict it to certain ponds, we can discuss that. I want to hear from each Board member if we should lift the rule that eliminates fishing in the ponds.

Mr. Farnsworth stated yes, allow fishing.

Mr. Walls stated I would vote yes, as well, but this is not advertising to come here and fish. All we are doing is getting out of the business of trying to regulate something we cannot regulate.

Mr. Berube stated I am also in favor of allowing fishing in the ponds.

Mr. LeMenager stated I vote yes.

Ms. Kassel stated I am a definite no.

Mr. Berube stated that is 4-1, so we will allow fishing in the ponds in general. Now, let us consider restrictions on fishing in ponds. As I have said before, I do not like forcing people to call the sheriff. If you press them enough, they may issue a trespass warning or citation. If there is a father and his son fishing in a pond, I do not think they are causing a problem and restricting them from doing it is ridiculous. But I am sensitive to the people who live along the ponds. It has been suggested that we change the signs from No Fishing and No Trespassing to No Fishing Between Signs. In other words, if you have a row of houses along Primrose Willow, there is a pond there. Part of that pond touches houses but a large section of it does not touch any houses. The pond behind Brackenfern, most of it does touch houses, so it is hard to get access to that pond. But we would put up signs where the houses are at both ends that fishing is not permitted between the signs with arrows pointing toward each other. It will be resident controlled. If someone is fishing in the pond behind their house, they can go out and tell them the signs say there is no fishing between the signs.

Ms. Kassel asked just like they are not doing now?

Mr. Berube stated it is to allay the sensitivity of the people who live along the ponds. They have to make a decision now of calling the sheriff or ignoring it. Now they would not have to call the sheriff but they can at least point to the signs. If there is no enforcement, then there is no enforcement. We have eliminated this frivolous use of sheriff's resources but still give the residents who live along the ponds a reasonable method of telling people they cannot fish in their backyard.

Ms. Kassel stated I do not think there is any difference between what you are suggesting in terms of sheriff's resources or enforcement. If you allow fishing in the ponds but you say you cannot fish here, you are not able to enforce it.

Mr. Berube stated that is correct. We are not enforcing it now and we were never going to enforce it. We are not going to enforce it if we put that policy in place.

Ms. Kassel stated we never intended to enforce it. We intended that it would be enforced by FWC or the sheriff's office because we had properly posted the No Trespassing signs.

Mr. Berube stated it does not happen.

Ms. Kassel stated that does not mean the No Fishing signs do not work to reduce the amount of fishing that happens.

Mr. LeMenager stated with respect to the properties in Birchwood, I have not heard anyone complain about a lot of locals coming and making the mess they used to make.

Mr. Berube stated I have not either.

Mr. LeMenager stated it has obviously had some positive impact.

Ms. Kassel stated I believe some of the fishing was on the back side of the pond, and I recall residents saying people can look into their houses even from the back of the pond. Those ponds are not that wide.

Mr. LeMenager stated that is why my suggestion was and is that if the pond borders a residential property, then do not allow fishing.

Mr. Farnsworth stated Ms. Kassel said people are fishing on the back side of the ponds. Are you saying that if I wanted to walk around the backside of the pond in Birchwood that I could not do that? I do not fish, but you are telling me that I cannot walk around behind that pond? While I am back there, I might see in someone's window, not intentionally trying to see anything, but if I am looking at the house, then I am going to look at the windows.

Ms. Kassel stated it is a different aspect of someone walking around the pond and looking your way versus someone situating themselves right there and looking directly into your house for a period of time fishing.

Mr. Walls stated I could do that standing there as I am walking.

Mr. Farnsworth stated yes, if you stop during your walk.

Ms. Kassel stated yes, but then you become suspect.

Mr. Walls asked does it make a difference if there is a fishing pole in his hand?

Ms. Kassel stated no. The residents who bought those houses had the understanding that there was not going to be fishing, and it makes them uncomfortable. As Mr. Berube said, it is a quality of life issue.

Mr. Berube stated I do not see anything in the literature that says there is going to be no fishing in any of the ponds except by the HROA, and they do not have the authority to limit fishing in those ponds. What everyone should know, and probably was told when they bought houses on ponds, is that is public property and there is an easement all the way around it for any number of reasons, including for people to walk around.

Ms. Kassel stated when I bought my house, I was told there was no fishing in the ponds by the sales information gallery.

Mr. Berube stated those people lie all the time.

Mr. LeMenager stated that is much too strong a term. They are misinformed.

Ms. Kassel stated the HROA says there is no fishing in the ponds.

Mr. LeMenager stated they also said things about parking that were never true and never in the rules. It is not that they were lying but that they were clueless.

Mr. Berube stated they do not know.

Ms. Kassel stated in this case, it was true. There was a policy set up by the HROA that there was no fishing in the ponds.

A Resident stated all of the ponds in the neighborhoods will at one time either be adjacent to or will allow people to look out their window and see those ponds. I frequently walk around the Birchwood pond. All the ponds are mowed within the edge of the water, thereby encouraging people to walk and enjoy nature. If you are fishing or walking or biking or taking your dog out, someone who is fishing is going to be staring at their bait more than the house. More likely the person who is walking around will be looking in the house more than the person fishing. As you have said, it is not something that can be enforced. People who are offended by that need to remember they chose to live there, especially in Birchwood. There is a trail and people run on it. I have run on that trail. I have biked on that trail. I have hiked in those woods. I have taken my dog there. If you live there, it should be with the understanding that all those activities will also happen behind there. I understand and appreciate your opinion on that, but I have to agree that when they built Harmony, it was so we would be able to enjoy all of these facilities. You do a great job maintaining and mowing the ponds to keep them looking pretty so that we can enjoy them.

Mr. Berube stated it is the same theory to living on the beach at Daytona Beach and having a beachfront home, then putting up a rope on your property line and saying you cannot walk on the beach in front of my house. It does not work that way.

The Resident stated that is exactly right. The people who are offended about it, before you purchase a home, they needed to have the understanding before they bought their home that there would be a dog park and a trail and all of that behind their home. I live with ponds in front of us where there will be houses. People walk around those ponds and hike those. It does not offend me because that was the purpose of living out here, for people to get out and enjoy nature. I appreciate it.

A Resident asked does that include the ponds on the golf course?

Mr. LeMenager stated we do not own them.

Mr. Farnsworth stated we do not have any control over those ponds.

Mr. Moyer stated if the Board is of a mind to restrict something, I think you need to declare the purpose of the ponds. The purpose of the ponds is not recreational. The ponds are there for drainage. The way you would then properly restrict this is not even to address it as no fishing because I do not think we have the jurisdiction to do that. But we do have the jurisdiction to use those banks for water storage and maintenance. If you restrict fishing, then I would recommend you do that in the fashion where you say unauthorized used is prohibited because the authorized use is for drainage purposes only. That probably gets you as far down the road to having something legally enforceable as you can get.

Mr. Walls stated then you take away the activities she [referring to the resident who spoke about walking and hiking around the ponds] mentioned.”

Mr. Moyer stated that is exactly right.

Mr. Farnsworth stated Fishhawk has a fishing and policy, and we could almost lift that section.

Mr. LeMenager asked is Fishhawk gated?

Mr. Farnsworth stated I do not think so.

Mr. Haskett stated I have never been there.

Mr. LeMenager stated that would be one of my questions. It is a nice set of rules, but is it a gated community?

Mr. Haskett stated portions of it are, but not all of it.

Mr. LeMenager stated someone asked why we put this in the CDD rules. A big part of that was we have a home owners association rule that says if you are a member of the home owners association, then you agree not to fish in the ponds. That is absolutely enforceable. The home owners association can come after you and do whatever they do. But these are all public ponds, so you have the interesting situation where if you live in Harmony, you cannot fish in the ponds but if you live in Holopaw, you can enjoy fishing in our ponds. That is where all the problems came up. This was the solution at the time.

Mr. Berube stated Mr. Farnsworth is correct. The Fishhawk rules state, “Only patrons [residents] and their guests may fish from ponds located within the District. We ask that

you respect your fellow landowners and access the ponds through the proper access points. The District operates under a catch-and-release policy for all fish caught in the ponds. The ponds serve as stormwater management purposes and are not to State Code for keeping or consuming your catch. The purpose of these bodies of water is to help facilitate the District's natural water system for stormwater runoff." The latter part is to Mr. Moyer's point. "(1) Fishing is only permitted from dawn until dusk in District-owned ponds. (2) The District operates under a catch-and-release policy. Removal of fish for personal keep or consumption is not authorized. (3) Spear fishing or the use of spear guns, bow and arrows, and firearms are not permitted as acceptable methods to fish. (4) Cast netting is prohibited. (5) Removal of hooks and lures from fish should be performed in a manner that gives the fish the best chance of survival. De-hookers or needle-nose pliers need to be carried by authorized users at all times. (6) Circle hooks are recommended for all live-bait fishing. (7) In events where dangerous wildlife is 'caught' by hook or lure, the line(s) should be cut at a safe distance so as to avoid possible bodily injury and harm. (8) The use of traps is strictly prohibited. (9) The use of profanity or disruptive behavior will not be tolerated. (10) All trash or debris must be disposed of in the appropriate receptacles. The philosophy of 'If you bring it with you, you must take it with you when you leave' is employed. (11) Fish are not to be moved from one pond to another. (12) Authorized users are not allowed to introduce or stock any of the lakes or ponds. (13) Authorized users will be responsible to obtain any permits or licenses that may be required under Florida Law to legally fish. Any monetary penalties or fees incurred by the District as a result of user's failure to acquire such required permits or licenses will be the liability of the individual determined to be in violation." Their rules continue with general policies: "Swimming is prohibited in all ponds on District property. No watercrafts of any kind are allowed in any of the ponds on District property. Parking along the County right-of-way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish in the ponds walk or ride bicycles. Continued violation of this policy will result in the immediate reporting to local law enforcement authorities. There is a 20-foot District-owned buffer surrounding each pond; residents may fish in the 20-foot buffer during the hours of dawn to dusk. Please be respectful of adjacent resident homes. Home owners whose lot abuts the pond are responsible for mowing, weeding and trash removal to the water's edge." I think that covers it.

Mr. LeMenager stated I do not think that works at all.

Ms. Kassel stated I do not, either.

Mr. Berube asked why not?

Mr. LeMenager stated it does not address the public. That only works in a gated community.

Mr. Berube stated it says only residents and their guests.

Mr. LeMenager stated we cannot do that.

Ms. Kassel stated our ponds are public.

Mr. LeMenager stated anyone from Holopaw or St. Cloud who wants to come and fish in our facilities can fish.

Ms. Kassel stated it is not enforceable. It is not any more enforceable than what we have now.

Mr. Berube stated they have a lot of good ideas.

Mr. LeMenager stated I am not saying that.

Mr. Walls stated I do not think it is that enforceable, but including it might be a good idea. They have some good things. I think the issue is that it is a public facility. We are not a gated community. I think if someone is being disruptive and causing a problem, anyone can call the sheriff, and you should.

Mr. Berube stated that is correct.

Mr. Walls stated I think we get out of the business of regulating it. Put it in the rules if you want, but we cannot really enforce it.

Mr. Farnsworth stated it would at least inform people.

Mr. Walls stated that is true, but not many people read the rules. If people are causing a problem, call the sheriff.

Mr. LeMenager stated we have had this issue. Mr. Walls was not here when residents brought in the garbage bags.

Mr. Walls stated yes, I was here.

Mr. Berube stated it was primarily Mr. Richard Martz and Ms. Jeanna McGinnis. They were the vocal ones.

Mr. LeMenager stated they were.

Ms. Kassel stated they were not the only vocal ones. A lot of people live on that pond who were also vocal.

Mr. LeMenager stated yes, and we definitely had a problem on that pond. The actions we have taken have greatly improved it. I do not think we should go backwards on that one.

Mr. Berube stated we have already agreed that we are going to remove the language in this rule that fishing is not permitted in District-owned ponds. For the ponds that already have signs, we will just leave them there.

Mr. LeMenager stated we have signs at Lakeshore Park.

Mr. Berube stated we will remove those.

Mr. LeMenager stated yes, for sure I want those removed.

Mr. Walls asked why have signs that you cannot enforce?

Mr. Berube stated it is not a question of cannot enforce, it is will not enforce.

Mr. LeMenager asked in theory could you prosecute these people for trespassing? Not for fishing, for trespassing.

Mr. Moyer stated if you have rules on District-owned property that would restrict public access to it, yes you can.

Mr. LeMenager stated we are restricting access to everyone. I like their wording about the purpose of the ponds. They are making a clear statement that the ponds are not a recreational facility.

Mr. Walls stated keep in mind that residents who live on those ponds made comments that they would like to go out and fish in the ponds.

Mr. Berube stated some people have said that. I live on a pond, but I will not let my kids go out there and fish in it. They see other people fishing in the pond, and I tell them we are not going to break the rules like the other people who are breaking the rules. How do you argue that point?

Mr. Walls stated just get out of the business.

Mr. Berube stated I agree. We will not be in the business of restricting fishing anymore. Do we want to lift the pertinent sections from Fishhawk's rules in place of our statement in this rule that we are removing? Mr. Moyer and the attorney can clean up the applicable parts.

Mr. Farnsworth stated I would like to see something similar.

Mr. Walls stated I am fine if you want to include their rules. I do not think it is enforceable.

Mr. LeMenager stated I am fine doing that.

Ms. Kassel stated I am not fine with any of it.

Mr. Moyer stated we will track the Fishhawk Ranch fishing policies.

Mr. Berube stated they are on pages 26 and 27 and will be applicable to Harmony. We will not use the terms “patrons and their guests” because we have public facilities. The applicable areas that fit will be the replacement for our rule 2.3.

Mr. Moyer stated I was trying to do a little research to see if it is a private community.

Mr. Berube stated in reading the rules, there is nothing said about gates.

Mr. Farnsworth stated I did not see anything.

Mr. Berube stated they have a Park Square, which is some big facility.

Mr. LeMenager stated if there are no gates, then it is not legal.

Mr. Berube stated for members of the audience who have not figured it out yet, fishing has been a big problem. I do not know if we fixed it. I think we addressed it, and we will probably be addressing it again in the future at some point. I just like the idea that we are getting away from a rule that is very difficult to enforce.

- Rule 3.1, Picture Access ID Cards: *amend for typographical errors*

Mr. Walls stated we need to insert “Lake” so it reads “Buck Lake Facilities” on page two, the first line.

Mr. Berube stated there are a few typographical errors in the rules if you read them carefully. We have been specific enough about this that I do not think we need to discuss it again.

- Rule 3.2, Proof of Ownership or Renter Status: *no change*
- Rule 3.3, Non-Residents: *no change*

Mr. Walls asked are we confident that \$1,000 is still a good cost figure?

Mr. Berube stated Fishhawk charges \$1,600.

Mr. LeMenager stated yes, it is sufficient. The whole thought was that it should be about the same as what the operation and maintenance assessment is.

Mr. Walls stated I do not know if that is still the average.

Mr. Farnsworth stated it might be a little higher now.

Mr. Walls stated I think it is higher than \$1,000.

Mr. Berube asked how do we know? No one has ever paid it.

Mr. Walls stated the assessments are broken down in the budget.

Mr. LeMenager stated to keep it simple, we can just keep the \$1,000.

Mr. Walls stated I want to make sure we are covering a fair cost. This has been in the rules for 10 years. We can look at it later.

Mr. Moyer stated when you look at the numbers, they range from about \$400 up to \$2,100. Most of them cluster around \$1,000, \$800, and \$600. I would bet the average is pretty close to \$1,000.

Mr. Walls stated that is fine. I just wanted to make sure it was still a good number.

- Rule 3.4, Contracts Required Prior to Use: *eliminate contracts to just one that is signed one time agreeing to all rules, pending the presentation during the regular meeting on a boat reservation system and the options available*

Mr. Berube stated we have multiple pieces of contracts that need to be signed, including one that needs to be signed every time someone takes out a boat. We also have a deposit requirement of \$250. We have never billed anyone for damages to boats. I do not know that we really have a good system in place to bill someone for boat damage. I do not know what we would do if they said they are not going to pay us. Do you bring in lawyers or sue them?

Mr. Moyer stated you keep their deposit.

Mr. Berube asked what if the deposit is \$250 and the damage is \$1,000?

Ms. Kassel stated at least we have \$250.

Mr. Berube stated I am looking to simplify the process. We are paying people to administer all this paperwork. I agree that people sign an agreement that says they will pay if they damage a boat. We have not had any damage issues in six or seven years of running boats. The boats are all now eight to ten years old. You would be hard pressed to charge someone for significant damages to a boat that is already sort of damaged. My proposal is that we eliminate the deposit requirement.

Mr. LeMenager stated I am not in agreement with that. The problem is that it is like the amazing issue of all these cards that were printed and no one ever picked them up. If something is free, then it has no value.

Mr. Farnsworth stated I agree.

Mr. LeMenager stated by doing this, you are focusing their mind to understand that they are using thousands of dollars' worth of equipment and they need to put down a deposit. It does not matter whether we use it or not.

Mr. Walls stated the value is in the usage of the facility. If I break the boat and have \$500 in damage on the boat, staff can shut off my card and say that I cannot use the boats until I pay \$500. At that point, I can either never use the boat again or I can pay \$500. Honestly, I put my deposit on a credit card seven years ago. I do not even know if I have that card anymore.

Mr. Berube stated no one has ever updated it.

Mr. Walls asked so what is the point? I understand if we have a hammer to use, it goes like a lien on your account and you cannot use your access card until you pay for that. Maybe up front you sign an agreement that says you are going to pay for any damages that you cause, and this replaces the boat agreement that you have to sign every time you go out. You sign it when you get your card and sign to all the things you agree to, one of them being you will pay if you cause damages or else you understand your card will be shut off until you make the payment.

Ms. Kassel stated that should be part of any online rental agreement. It should list the terms of use. You can read them or not, but you have to agree to them. Instead of paperwork, it is automated and is part of the registration process online when you want to rent a boat.

Mr. Walls stated if we have something along those lines, that is fine. If it is a paper form, then do it once and cover everything. As long as my access card is active, I agree to these terms, and leave it at that. I agree with Mr. Berube to get rid of the deposit and tie it to the access.

Mr. Berube stated several times a year, we pay a couple hundred dollars to print these boat use agreements. Mr. Haskett stores them in his office, and it is a couple pages that are useless. It is an administrative task that the staff has to go through for no particularly good reason. It seems to me if you go through the boat orientation, then you sign the boat use agreement that says you will not wreck the boat but you will pay for damages if you do. We can do it on an annual basis or something like that.

Mr. LeMenager asked every time you use the boat, you have to fill out a form?

Mr. Berube stated yes.

A Resident asked is that a liability waiver that you sign?

Mr. Berube stated yes.

The Resident stated you should sign it all at once.

Mr. Berube stated yes, you are responsible for the boat. You indemnify us from everything. Once you sign it, whether it is this week for a year or next weekend, it is the same deal.

A Resident stated I have not signed one in weeks.

Mr. Berube asked are you taking out the kayaks?

The Resident stated yes.

Mr. Berube stated the situation is different with the kayaks.

Mr. Haskett stated no, it should be the same.

A Resident stated you should sign one and say that it is in effect as long as you are a resident and access cardholder within Harmony.

Mr. LeMenager stated yes, that is what is being suggested.

Mr. Haskett stated the boat orientation form literally says all of that. I do not know where the use agreement came from, but it says the exact same thing. It is a little more detailed.

Mr. LeMenager stated we do not need the daily use agreement anymore.

A Resident stated a lot of residents will not use the boats because they will not put down a deposit. Some people will not take care of them anyway.

Mr. Berube stated the daily use reminder agreement is boiler plate almost exactly to the boat orientation form. It is just excess paper. Which one needs to be the one-time form?

Mr. Haskett stated the boat use agreement.

Mr. Walls stated I think you encapsulate everything. So when you sign up for a card, you agree to abide by all these rules that we are making. You agree to the things on here regarding the boats, the pools, and everything. Do it all at one time when you sign up for your access card.

Mr. Berube stated while we are on that subject, Fishhawk notes in all of their rules that when you want to know the latest rules for revisions, you go to their website and review them. I think we ought to do that, as well.

A Resident asked they reference it specifically all the time?

Mr. Berube stated yes.

The Resident stated that would be good.

Mr. Berube stated there is no more printed paper anymore for virtually anything. They tell you to go to the website for the latest rules and updates in policies. That is a good idea to refer everyone to the website. We kind of do that now.

Mr. Haskett stated the intent at the regular meeting following this workshop will be that when you see the demonstration on the boat reservation system, it will have the terms that you have to agree to abide by. As for a legal standing, we will have that with the reservation.

Mr. Berube asked can we modify this rule to say we are going to wait to change this section until we see what is coming up in the presentation during the regular meeting?

Mr. Moyer stated yes.

Mr. Berube stated we will handle the boat section as part of the upcoming reservation presentation.

Mr. Moyer stated yes, there is no problem with that.

Mr. Berube stated that makes more sense than trying to shuffle through all of this and then redo it after we hear the presentation.

Mr. LeMenager stated we do not have to do anything here.

Mr. Berube stated I understand. I am just trying to make sense of where we are going. We are also going to make the deposit a part of the boat reservation online process if we pursue that option.

Mr. Haskett stated yes, if you are going to require a deposit.

Mr. LeMenager stated I still like the idea of charging a deposit.

A Resident stated I agree.

Mr. LeMenager stated the comment was made that some people will not use the boats because they do not to put down a deposit. Those are the people I do not want using the boat.

Mr. Berube stated the only reason I was against using the deposit was as Mr. Walls did, seven years ago, I provided a credit card as a deposit on the boats. No one has ever asked me if that card is still good. The reality is that the information is sitting in the office at Celebration and nothing happens. On a daily basis, there is a credit card on file. If they wanted to bill that credit card, it may not be valid.

A Resident asked is the point up front that they know if they take this, that someone has some money of theirs in the future? Whether you can get it or not is another thing. Psychologically, they know they have to be responsible for taking out the boat.

Mr. Berube stated I am trying to avoid going through a process that people have to go through.

Mr. LeMenager stated let us see what the reservation system can do.

Mr. Berube stated this reservation system may handle that.

The Resident stated you could take bank information instead of a credit card. Some places like fitness centers will not take a credit card for their monthly payment. They do direct withdrawals.

Mr. Farnsworth asked you cannot handle cash?

Mr. Berube stated no, they do monthly automatic withdrawals.

Mr. Farnsworth stated I think someone could legally fight that.

Mr. Berube stated the reason they do not do it on credit cards is because you can rescind the credit card payment.

The Resident stated people will just have to change their credit card information more often or you have to chase them. I was in that business for five years.

- Rule 4.1, Pool and Pool Facilities Condition: *no change*
- Rule 4.2, Pool Hours of Operation: *no change*
- Rule 4.3, Available to Registered Residents: *no change*
- Rule 4.4, Children 15 and Under: *no change*
- Rule 4.5, Number of Guests: *Amend to allow four guests per family. Include definitions in section 1 for “family” and “guest” as included in the rules from Fishhawk Ranch CDD.*

Mr. Berube stated we currently allow eight people per card.

Ms. Kassel stated no, the rules say it is per family. I recommend we change that to four guests per family.

Mr. Walls stated I was going to suggest two guests per access card.

Mr. Berube stated I was going to suggest that, too.

Ms. Kassel stated if you have four in the family, two per access card is eight people.

Mr. Berube stated you do not get that many cards. If kids are under 16, they do not get cards.

Ms. Kassel stated there are a lot of families with kids over 16.

Mr. LeMenager stated you can get a card if you are under 16. We did not put a limit on it.

Ms. Kassel stated I do not think we did.

Mr. LeMenager stated we left it to the parents' discretion to decide. A 12-year-old can have a card because they can go fishing. Part of the idea was we wanted to encourage them to go to the lake to fish. So we told them they should have a card.

Mr. Berube stated I think we issued docks-only cards for the kids and everyone else 15 and under had to be with a parent. That is the rule.

Mr. Haskett stated that is the rule for the pools.

Mr. Berube asked are the gates locked for the kids at the pools?

Mr. Haskett stated yes. They are timed along with everything else.

Mr. Berube asked do we set a limit per card or per family?

Mr. Walls stated I am trying to think how you enforce a limit per family.

Mr. Berube stated I think it needs to be per card. Right now, if mom and dad are in the pool, technically both mom and dad are supposed to have their cards with them. If they have any kids that are eligible for cards, part of the rules is that you have to show your card all the time. You need to have your card with you.

Mr. Walls stated in my suggested revision of this rule, I noted "residents can bring a maximum of two guests to the pool. Children and other family members under legal guardianship of that resident do not count toward that number." By resident, I mean card holder. If I bring my two kids to the pool, they are not my guests because they are not old enough to get cards.

Mr. Berube stated that is correct.

Ms. Kassel stated if you have family visiting with you, that is too small a number. I would say four people per family. Generally, most people will not have more than four people.

Mr. Berube stated what Mr. Walls suggested is exactly that, two guests per card. If you have two cards in the family and each brings two guests, that is four guests.

Mr. Farnsworth stated that is a problem if only one member of the family wanted to take them to the pool.

Ms. Kassel stated if the mom does not work or is off and the husband is at work, and if she wants to bring the cousins and the grandmother to the pool during the summer, there is only one person with a card.

Mr. Walls stated that is why we would apply it to the number of cards in the household. You get two guests per number of cards in the household.

Mr. LeMenager stated that is not enforceable.

Ms. Kassel asked if there is a staff person at the pool trying to enforce the rule, how are they going to know?

Mr. Walls stated that is true.

Ms. Kassel stated I think it is easier to enforce four people per family.

Mr. LeMenager stated the trouble is, "family" is not defined. Mr. Walls suggested changing this to card holder. You need to have something that is enforceable.

Ms. Kassel stated it is per the address.

Mr. LeMenager stated that is not enforceable.

Ms. Kassel asked how is it not enforceable?

Mr. LeMenager asked is the address on the card?

Mr. Haskett stated yes.

Mr. Farnsworth stated it can be per residence.

Ms. Kassel stated that is the same as per address.

Mr. LeMenager stated the bottom line is, our employees are the ones who enforce this by asking people to show their cards. There is no sense in us coming up with a set of rules that are not enforceable.

Mr. Berube stated we do not want rules that we cannot enforce.

Mr. LeMenager stated there is no point having rules we cannot enforce. When one of our employees is there, all they can really see is a card. They can see if it is a valid card and count the number of guests.

Ms. Kassel stated I think that is easy enough to enforce.

Mr. Haskett stated however you define the resident unit, I would say four guests. Keep in mind that they can bring more but they are required to reserve a special time and submit an application saying that they will have a lot of people.

Ms. Kassel stated we may want to add that to this rule.

Mr. Berube stated Fishhawk has addressed it. "Patrons aged 16 and 17 are only permitted to bring one guest each. That guest must be 16 or older..." That applies to kids, not parents. "A family, as defined in these policies, is limited to a maximum of four total guests."

Mr. LeMenager stated hence my point that we need to define "family."

Mr. Berube stated "infants one year old and younger do not count against the maximum for four total guests. One of the family members present must be 18 years of age or older in order to bring up to four total guests."

Ms. Kassel asked how do they define "family" elsewhere?

Mr. Berube stated "a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives or extended family not residing in the home." So it is people who live under one roof at one address.

Ms. Kassel stated that sounds good to me.

Mr. Haskett stated "guest" is defined just below.

Mr. Berube stated "guest shall mean any person or persons who are invited and accompanied for the day by a patron to participate in the use of the amenity facilities."

Mr. LeMenager stated we need to define "guest" as well.

Ms. Kassel stated add that to this section.

Mr. LeMenager stated one of the weaknesses of our rules is we do not define very much. We use a lot of terms that are undefined.

Mr. Berube stated we are getting into a lot of boilerplate that is going to be very difficult. On this rule, we allow a maximum of eight guests. We know that is too many. I think if we reduce that to four, that solves some problems.

Mr. LeMenager stated I like the way Fishhawk put it. If it is a teenager, they can bring one friend. If adults are there, they can bring four.

Mr. Berube stated to answer who is in a house, if there are two adults there, they could conceivably bring eight people with them.

Mr. LeMenager stated their rule reads well.

Ms. Kassel stated no, it is still four guests per family.

Mr. Berube stated it depends if you are going to go by family or residence.

Mr. Walls stated if we define family the way Fishhawk did, I am fine with that. I would not get into ages because then we need to check for identification.

Ms. Kassel stated I like that ages 16 can bring one guest. Our pool issues are largely due to kids around that age.

Mr. Berube stated the Fishhawk rules for the guest policy for the pools reads, "Patrons 16 and 17 years of age are only permitted to bring one guest each. That guest must be 16 years of age or older and have proper identification to verify age when being accompanied by a patron 16 and 17 years of age. A family, as defined in these policies, is limited to a maximum of four total guests. Infants, one year old and younger, do not count against the maximum for four total guests. One of the family members present must be 18 years of age or older in order to bring up to four total guests."

Mr. Walls stated I do not like the age limitations.

Mr. Farnsworth asked what is wrong with the age limitations?

Mr. Walls stated if you are a 17-year-old kid and want to bring a couple friends to the pool, you cannot. You can only bring one, and that friend has to be 16 or older.

Ms. Kassel stated I understand your point, but at the same time, that is where we have had our biggest problems.

Mr. Walls stated you are stereotyping.

Mr. Berube stated not all kids.

Mr. Walls stated when I was a kid, I did not go around breaking things. My friends and I would have gone to the pool and not bothered anyone.

Mr. Farnsworth asked do we set the limit at age 16?

Mr. Walls stated we already have a rule that says you have to be 16 to go to the pool by yourself.

Ms. Kassel stated rule 4.4 says children 15 and under must be under adult supervision.

Mr. Walls stated yes, which means you need to be 16. We already have that rule. So a kid is 16 and has his card, and we are going to hassle these kids because they bring two friends. Under these rules, without the age restrictions, they can bring four people with them.

Mr. Berube stated if we do the rules the way Fishhawk did, and obviously they had reasons for doing them this way, we will have a rule that will probably not get enforced unless there are some 16-year-old kids who are causing problems.

Mr. Walls stated but you are going to kick them out of the pool anyway.

Mr. Berube stated that is exactly right.

Mr. Walls stated if they are causing trouble, I do not care if they are 50 or 16, you are still going to kick them out.

Mr. Berube stated when you get the argument from the parent, they want us to show them in the rules where they cannot have this many friends, and we cannot do that. If we have a rule, then we can tell them that is why they had to leave and why their access card was deactivated.

Mr. Walls stated if they are getting kicked out, it is because they broke some other rule and caused a problem.

Mr. Farnsworth stated in this case, I agree with Mr. Walls. Do not put in that restriction. If you are 16, you are a member of the family that is permitted to have four guests.

Mr. Berube stated I am in favor of the tighter rule.

Ms. Kassel stated we are not deciding this now.

Mr. Berube stated we need to put something on paper for the attorney.

Mr. LeMenager stated then we will have public comments. We can always change it.

Ms. Kassel stated yes, that is my point.

Mr. Berube stated we need to decide how we are going to word it.

Ms. Kassel stated let us just get a feeling. We are doing this on behalf of the residents.

A Resident stated speaking as a former school administrator, if you put more than two of those 16-year-olds and 17-year-olds, you will have issues.

Ms. Goldberg stated we have had incidents in our pool already where teenagers have gone in there. Either one person went over the fence, or one person had a card. We are not sure how they got in, but they have gotten rowdy, and they harass some of the older residents who are just sitting around the pool.

Mr. Walls stated if they do that, then they will be kicked out anyway. It does not matter how old they are.

Ms. Goldberg stated they are, but no one is there to enforce it. That is the problem. If there are rules that are set out to say clearly that if you are 16 and you are allowed one friend, if someone is there to monitor it and the kids get caught, then you have a clear rule to enforce, as opposed to making it ambiguous. Some kids will always sneak their friends in. I think if there are clear-cut rules, no matter what you decide, whether it is two friends or one friend, the point is that the rules are clear and concise, and people are aware of the rules.

Mr. Farnsworth stated if a 16-year-old kid is one who obeys the rules and he brings in four friends and they use the facilities correctly and not cause any problem, then you would essentially deny that kid use of the pool.

Mr. Walls stated that is not destructive activity.

A Resident stated the purpose of the rules is in case there is an issue, you can throw them out. Otherwise, why have rules if you are not enforcing them?

Mr. Walls stated if there is an issue, they will be thrown out, no matter their age.

The Resident stated regardless of what the rule is, too.

Mr. Walls stated that is correct.

A Resident stated it seems that even though rules are in place, people can just come in and cause havoc in that facility. Regardless of the number of guests, the issue is actually the disruption or destruction of the facility. So that should be the rule until Harmony gets to the place where we have so many rooftops that we can provide full-time employment to enforce those rules daily. Regardless of what you put in place, the main issue is not the number of people. It is the issue of what is going to happen while the kids are there.

Mr. LeMenager stated the number of rooftops has nothing to do with it because the tax base is complete now. When we add new employees, your assessments increase. Right now, the developer is paying 60% or 65% of the budget. All of that will eventually be taken over by the new rooftops. Do not assume that as the town gets bigger that our tax base gets bigger, because it does not. It is already set.

Ms. Kassel stated I am guessing that Fishhawk made this particular rule because they had similar problems that we have had. They figured if they limit the number of guests that a 16-year-old or 17-year-old can bring, then they are also limiting the likelihood or the probability that there will be problems at the pool, whether they are enforced or not enforced. They are not enforced that much right now. By limiting the number of guests

those ages can bring, they are also limiting the number of problems that other residents, who are abiding by the rules and enjoying the facilities, are going to be subject to. Most kids who are coming to the pool can probably find another friend who lives in Harmony to invite another friend. Then they can have a group of kids. Generally, the larger the group of kids, the more likely they are going to get into trouble, especially with someone who does not live inside of Harmony or does not know the rules. They may not necessarily abide by the rules because they do not have a card that is going to be deactivated.

Mr. Farnsworth stated I understand all that, but I get the impression that this rule normally would not be enforced. If it is on the books, in effect, it is on the books so if anyone gets caught doing something else, you have one more violation to charge them with. I do not like it.

Mr. Berube stated we have a lot of dissent over teenagers. We are talking about two years' worth of people.

Mr. Walls stated that is the problem, too. Can you tell the difference between an 18-year-old and a 16-year-old?

Mr. Berube stated we are going to change from a maximum of eight guests to a maximum of four guests.

Mr. Farnsworth stated I agree with that.

A Resident stated you are talking about enforcement. Who is going to enforce it? I know at one time, there was a big problem at the townhouses and someone called the sheriff. They did not even do it.

Mr. Berube stated after hours, we still need residents to call the sheriff. During the day, as we have discussed, we are contemplating adding one more staff person. That employee will be primarily to allow us to monitor the pools more carefully, to work in the pool area, and to check security during the peak summer season. The other half of the year, that employee will be assigned largely to assisting with sidewalk renovations because we have hundreds of sidewalk panels that need to be replaced. We will not hire someone just to do the pool in the summer and sidewalks in the winter. It is just adding another employee so Mr. Haskett has the flexibility and enough people to accomplish all that we are trying to do. We are trying to add this staff person without increasing the budget, and we are very close to being able to get that done. The enforcement of the rules

this coming swimming season will be much more effective than we have ever had in the past, simply because we will have employees on duty who will spend a significant amount of time in those pool facilities. This year, we spent a couple thousand dollars on deputy sheriff. It is a nice sign to see a marked deputy's car outside the pool area, but they are not going to check access cards. It was a reaction to people saying that the pools are out of control, so we did something really quick and made a statement. We really spent that money for nothing, in effect. I am not sure we want to have a patrol car parked outside our pools in the parking lots. There is not necessarily anything wrong with a sheriff's car parked there, but people will wonder why the police are here. It goes both ways. That is how we will enforce the rules during that peak period. There will be a higher presence of staff in and out of the pool areas, watching what is going on.

Ms. Goldberg asked would posting the rules help? We have boxes where we put notifications. Could we have one of those boxes at each pool and then post the rules?

Mr. Berube stated the rules in general are posted at each pool, but I wonder how many people actually read them.

Mr. Farnsworth asked have you looked at some place where you thought they should be and not find one?

Ms. Goldberg stated yes. If you ask people about rules in Harmony, a lot of people do not know the details of the rules. They are either new or they have come and gone.

Mr. Berube stated we have a lot of rules as you can see by the stack of paper I have, and we are limited on the sign.

Mr. Walls stated the only reason I am reading them now is because I am on the Board and we are discussing them.

Ms. Goldberg stated we need to point them out and have people see it. Then maybe people in the pool would realize the rules if they see people who are not supposed to be there.

Ms. Kassel stated the pool rules are posted at the entrance to the pools.

Mr. Berube stated the list keeps getting longer and longer.

Mr. LeMenager asked is the guest policy posted?

Mr. Berube stated I do not think so. I have been on this Board for almost four years, and I never read all the rules until this came up. I do not think anyone else reads the rules. I did not know about a lot of the rules we have. We have a lot of rules, but it all comes

down to being able to enforce them. Do we want to change this rule to reflect four guests?

Ms. Kassel stated I think we have agreed on four guests per family. The question is really the issue of 16-year-old and 17-year-old kids bringing guests.

Mr. Berube stated I think we are going to leave the age restriction out. We will have a much better rule. I am listening to all sides in this discussion. As Mr. Walls said, I do not think we can tell what a 16-year-old or 17-year-old kid looks like. This coming swimming season, we will have a better handle on what is going on at the pools. We can always revisit this and make a rules change based on this coming season. Does this reflect largely what Mr. Haskett wanted?

Mr. Haskett stated yes. To clarify, the signs at the pools say that groups of eight or more must pre-register. We will now have to revise the signs for groups of four or more.

Mr. Berube stated I do not think there is a lot of abuse, but every once in a while there is. We need to be able to stand up to it.

Mr. LeMenager stated we also need to add the definition of family.

Mr. Walls stated also the definition for guest.

Mr. Berube stated we will use the definition of both from the Fishhawk rules.

Mr. LeMenager stated that is fine.

Ms. Kassel asked does Mr. Moyer have any comments on the rules that we have discussed so far?

Mr. Moyer stated no. Some of you know that I spend a lot of time in The Villages, which really does not have any kids. They basically have the same problems you are talking about with unauthorized people using the facilities that have been set aside for residents. If you have a pool, every community struggles with exactly what you are talking about.

Mr. Berube stated my dad used to work at Kings Ridge in Clermont, and he was assigned to check badges. This is a retirement community and you are supposed to have your badge on you all the time. People would give him a hard time about it, and he had to call the police three times. That was the rule.

Mr. Moyer stated in The Villages, people will jump in the pool and then say they cannot get out of the pool to get their badge because it is over there and they are in the pool.

Mr. Berube stated it is always a problem and we will always struggle with it. Hopefully we are getting a handle on it so people can feel secure in their pool facilities next year.

- Rule 4.6, Access Privileges Suspended: *Include language that access cards for offenders will be deactivated for 180 days and all others in the household will be deactivated for 90 days. The cardholders must contact the District office after the time period has expired to have cards reactivated.*

Mr. Haskett stated whether it is a rule or a policy, I would recommend more definitive language when someone breaks a rule, for suspension or termination.

Mr. Berube stated they cover that in the Fishhawk rules, as well.

Mr. Moyer stated they are a little more lenient than what we have been doing.

Ms. Kassel stated section 2 deals with unauthorized use and enforcement and penalties. This section discusses the revocation of cards.

Mr. Berube stated I think Mr. Haskett is looking for a more specific policy as to how we are going to handle violations.

Mr. Haskett stated that is correct, something like three strikes and you are out.

Mr. Walls stated there is also language in section 6 where residents may be suspended indefinitely.

Mr. Berube stated I like stating that they may be suspended and then allowing the management company to determine the time period, which is what Mr. Moyer has been doing now.

Mr. Farnsworth asked do we give him some options or some guidance?

Mr. Berube stated no. You have seen the letters that have been sent for infractions already.

Mr. Farnsworth stated yes.

Mr. Berube stated I think they do a pretty good job on setting the timeframes.

Mr. Farnsworth stated I agree.

Mr. Berube asked was there a specific change Mr. Haskett wanted?

Mr. Haskett stated no, I think they have been quite appropriate. I do not know if they are too harsh or not. I certainly am in favor of them.

Mr. Berube stated word spreads quickly when the penalty is harsh.

Mr. Haskett stated I agree, and I think it has.

Mr. Berube stated when I read the penalty that Fishhawk has where you lose it until the next Board meeting and there is a multi-step appeal process, it sounded too governmental. Are the current practices and timeframes acceptable?

Mr. Haskett stated yes.

- Rule 4.7, Swimming When Facility is Closed: *no change*
- Rule 4.8, Alcoholic Beverages: *no change*
- Rule 4.9, Smoking: *no change*
- Rule 4.10, Glass Bottles: *no change*
- Rule 4.11, Animals: *no change*
- Rule 5.1, Buck Lake Dock and Boat Facilities: *minor typographical change*

Ms. Kassel stated I would like to add an “s” for Buck Lake Docks, plural, because there is a secondary fishing dock which is open to children ages 12 and older.

Mr. LeMenager stated those docks are open to everyone.

Mr. Berube stated technically it is all one big dock because they are all connected.

Ms. Kassel stated I am talking about the two new ones.

Mr. Berube asked did we cover everything Mr. Haskett had on his list?

Mr. Haskett stated yes.

Mr. Berube stated I am sure there will be more reviews by staff and the attorney once the changes have been incorporated.

- Rule 5.2, Boating Equipment Condition: *no change*
- Rule 5.3, Boat User Reporting: *no change*
- Rule 5.4, Dock Master is Final Authority: *no change*
- Rule 5.5, Dock Master Doubts User’s Capacity to Operate: *no change*
- Rule 5.6, Security Deposit: *no change pending the discussion during the regular meeting regarding the online boat reservation system*
- Rule 5.7, Orientation: *no change*
- Rule 5.8, Inspection Prior to Boat Use: *no change*

Mr. Walls stated no matter what we do here, I want to be sure we keep an official log showing that someone returned the boat and everything looked good. If we ever had to go after someone, we could say it was fine until one particular resident took out the boat when it was returned with some damage.

Mr. Haskett stated yes.

Mr. Berube asked does that happen now?

Mr. Haskett stated yes, on the form but on the reservation system, the staff can go on the computer and make those notations including the time it was returned and the number of people.

Mr. Berube stated this new system will handle a lot of things we have struggled with.

Mr. Haskett stated I think so.

- Rule 5.9, Inspection Upon Return of Boat: *no change*
- Rule 5.10, State and Federal Laws: *no change*
- Rule 5.11, Dogs and Other Pets: *no change*
- Rule 6.1, General Use of Soccer, Volleyball, and Basketball Facilities: *remove Rule 6.1.10*

Mr. LeMenager stated Rule 6.1.10 is unenforceable. It says that these facilities are for District residents only, but that is not enforceable. There is no point in having it in there.

Mr. Berube asked is this for rentals?

Mr. LeMenager stated no.

A Resident stated the soccer field is used for Pop Warner all the time.

Mr. LeMenager stated that is a special event where they submit an application to make a reservation. In general, anyone can come along, bring out a soccer ball and use the field. You cannot limit it to residents because it is a public facility.

Mr. Walls stated if you are an outside group that wants to use the facilities, you need to know that you schedule that.

Mr. LeMenager stated yes, and that is already covered in other rules for special events.

Ms. Kassel stated this means individuals. It does not necessarily mean a special event like Pop Warner.

Mr. LeMenager stated we have plenty of rules for events. This basically says that a single person who lives in St. Cloud could not come over and play in the soccer field, and that is not true.

Mr. Walls stated instead of removing it, I think we clean it up to say if you want to use it, here is what you do depending on who you are.

Mr. LeMenager stated it is already in the rules.

Ms. Kassel stated it is a public facility.

Mr. Walls stated if I am a Pop Warner league president, I cannot just bring my team over to the soccer field.

Mr. LeMenager stated that is in other places in the rules already.

Ms. Kassel stated this is for individuals.

Mr. Berube stated the way this is written where it is located, it is for District residents only unless such use by the general public qualifies as an event. Then the applicable event fees and charges are paid as set forth in Rules 8.6 and 8.7. I think they are anticipating if you are going to bring in a team, then you will need to pay for it.

Mr. Walls stated yes.

Mr. LeMenager stated the point is, the general public can use those facilities, period.

Ms. Kassel stated that is correct. If two parents and their son want to come and play on the field, they can.

Mr. Walls stated that is not what I am talking about. I am talking about organized activities with outside groups.

Ms. Kassel stated that is dealt with elsewhere. This says that if you are not a District resident, then you cannot use the facilities unless you do so as part of an event. It says you cannot use it if you are not a District resident.

Mr. LeMenager stated that is what Rules 7 and 8 are all about.

Mr. Walls stated I am fine with that as long as we specifically define these facilities in Rule 8.

Mr. Berube stated we will remove 6.1.10.

Mr. LeMenager stated yes.

Mr. Moyer stated there is nothing that says that all of the facilities cannot be subject to the requirements of 3.3, which is that you become a member. If you pay \$1,000, then you get to use all of the facilities. If you do not pay \$1,000, then you do not get to use the facilities.

Mr. Walls stated that is where I am going with this.

Mr. LeMenager stated you cannot do that. It is like when Mr. George Schiro was asking about the facilities being open. He wants large gates so that no one from outside Harmony can ever get in. The example I gave was the beach in St. Cloud. We do not pay for that, but it is there, and there is no way to restrict access. My point here is, it is a public park, end of story.

Mr. Walls stated if I want to take my kids to play on the soccer field, I pay for that soccer field as a resident. If I go there and a Pop Warner team from St. Cloud is playing on the field, then I cannot use it. They do not pay anything.

Mr. LeMenager stated they do not have that right because that is a special event.

Mr. Walls stated that is something I want to be sure we do not take away. What Mr. Moyer is saying is we can apply that to all facilities whether they are access restricted or not.

Mr. Moyer stated these are facilities of the District that the public has access to if they pay a fee. The fee is what makes these public facilities. They are all public facilities if they pay the fee, and none of them are public facilities if they do not pay the fee.

Mr. LeMenager stated then read 6.1.1. This is over-lawyering it. The bottom line is, never say the same thing twice in a contract. Essentially 6.1.1 and 6.1.10 are addressing the same issue.

Mr. Berube stated the attorney who wrote this is not in touch with reality on the ground here in Harmony and does not know what the soccer, volleyball and basketball facilities even look like.

Mr. LeMenager stated my point is that this is already covered in other places. All of these facilities are generally open for recreation during daylight hours, weather permitting. Space may be limited due to event reservations or other District activities. Use of the soccer and volleyball facilities is subject to event fees and charges as set forth.

Mr. Berube stated 6.1.10 does not really need to be there.

Mr. LeMenager stated it is superfluous.

Mr. Berube stated we gave away the ability to regulate 6.1.10 a while ago when we decided to put access card access only at the swimming pools and the dock.

Mr. Walls stated we did not give it away.

Mr. Berube stated no, but we made the decision not to fence those other areas.

Mr. Walls stated theoretically we can ask non-residents to leave a CDD facility if they have not paid the fee.

Mr. LeMenager stated no, you cannot because it is not enforceable.

Ms. Kassel stated just because it is not enforceable does not mean you cannot ask for it. Maybe it is not as easily enforceable because it is not fenced. You can still enforce it.

Mr. LeMenager stated no, you cannot. We have zero power of enforcement. This body cannot enforce anything. The only body that can enforce anything is the sheriff.

Ms. Kassel stated that is different. It is still enforceable, just not by the CDD.

Mr. LeMenager stated the sheriff will laugh at you if we call them because some kids from St. Cloud are playing on our soccer and we want them removed.

Ms. Kassel stated none of these rules are enforceable except if you take someone's access card away. These rules are enforceable by the sheriff as much as anything. No matter what you create, what we have here and what we are working on is pretty much the same whether it is a gated facility or a non-gated facility.

Mr. LeMenager stated they are public parks.

Ms. Kassel stated so is the school.

Mr. LeMenager stated no, those are regulated. They have fences and access points. To me, it is absolutely no different than going to Orlando and enjoying one of their public parks. It is still the same thing.

Mr. Walls stated I understand that. If someone from outside of Harmony is walking around the lake, I do not think anyone will give them a hard time. But if there is a group that is misusing our facilities, we need to be able to make sure they stop doing that.

Mr. LeMenager stated they need to register. There are still a lot of places where you can do that.

Mr. Berube stated I am very confident that we have that ability. I will exercise a little bit of executive discretion at this point and tell the manager to remove 6.1.10 to appease Mr. LeMenager so we can move forward.

- Rule 6.2, Use of Facilities by Children: *remove this rule*

Mr. LeMenager stated this rule says children must be under adult supervision to use the facilities. I live across the street and kids are there all the time without any parents. This rule is unnecessary.

Mr. Berube stated in light of these facilities, I think this can be eliminated, also.

Mr. LeMenager stated I agree.

Mr. Berube stated there is no one to enforce it.

Mr. LeMenager stated besides, it is really fun watching the little kids play on the soccer field.

- Rule 6.3, Waiver of Liability and Indemnification: *no change*

- Rule 6.4, Damages, Repairs and Inspection: *no change*
- Rule 6.5, Participants and Attendees: *no change*
- Rule 6.6, Abandoned Property: *no change*
- Rule 7.1, Facility Reservations: *change “District” to “District Manager” throughout as the person to receive use applications*

Mr. LeMenager stated I have no comments on special events. I think they work pretty well.

Mr. Walls stated this says, “Use of District facilities is scheduled on a ‘first come, first served’ basis. The event organizer must submit a use application to the District.” I would like to amend this to say to the District Manager. Then we have a single point of contact on these events. So wherever it says “District” will be changed to “District Manager.”

Mr. Berube stated the next rule addresses that.

Mr. Walls stated I would like it to just be the District Manager.

- Rule 7.2, Event Approval or Denial: *change “District” to “District Manager” throughout as the person to receive use applications*
- Rule 7.3, Review of Application: *change “District” to “District Manager” throughout as the person to receive use applications*
- Rule 7.4, Event Logistics: *change “District” to “District Manager” throughout as the person to receive use applications*
- Rule 8.1, Maintenance of Facilities Used for Special Events: *no change*
- Rule 8.2, Inspection of Subject Premises Following Event: *no change*
- Rule 8.3, Signs: *no change*
- Rule 8.4, Event Times: *no change*
- Rule 8.5, Assumption of Risk: *no change*
- Rule 8.6, Special Events Fees and Charges: *discussion in progress for a fee schedule*

Mr. Walls stated I would like to develop a specific fee schedule for different facilities in 8.6.1. If there is an outside group that wants to come and use these facilities, which happens quite often, in an effort to be fair to the people who do pay for them, we will request these groups pay a fee to use the facilities. If they want to hold an event at Town Square or hold a practice or have their league take up space at the sports fields, there

needs to be some kind of compensation to the resident owners of the properties who pay for those facilities. The reality is, if you have an event in Town Square, people are generating garbage and they are creating a maintenance issue for our landscape contractor. We have to pay for all these things, so there needs to be a fee when these groups want to reserve our facilities to cover those costs, to be fair to everyone. I do not care who you are, you pay the fee.

Mr. Berube asked what if it is the school?

Mr. Walls stated they pay the fee. The only thing I would be open to, and I do not know if we are allowed to do this, is sponsor certain events where we are listed as the sponsor so that people know that their CDD fees went to pay for a certain event. That is not to give us a pat on the back that we sponsored the school, but it is for people to be aware that the CDD is paying for these things to happen.

Mr. Berube stated one that comes to mind is the concert in Town Square at Christmas. The form says they have to submit a \$250 deposit. Are we collecting those deposits?

Mr. Moyer stated yes, we are.

Mr. Walls stated those get returned after the event.

Mr. Berube asked what if that becomes a \$250 non-refundable deposit?

Ms. Kassel stated then it is not a deposit.

Mr. Berube stated a non-refundable deposit turns into a usage fee, presuming there is no damage. If there are damages that exceed the \$250, we need to address that.

Mr. LeMenager asked do we want to charge fees for it? We are still a little place in the middle of nowhere. I think we want to encourage people to come out and do that kind of thing. Maybe when we are a destination, that might make more sense. Right now we are a wonderfully transformed cow pasture that is not very close to anything.

Mr. Walls stated for me, this is simply a matter of fairness. Everyone who lives here is paying a fee to make these facilities available. As it stands now, anyone and everyone can come out and use these facilities and not pay a dime.

Mr. Berube stated which they do.

Mr. Walls stated yes, they do. How is that fair to the people who are paying for it? These people are not doing it because they want to drive construction and business here in Harmony. They are holding these events for their own personal benefit or the benefit

of their organization or whatever it might be. I think we need to be fair about it and make sure that people pay the cost of that event.

Mr. Berube asked what is the cost?

Mr. Walls stated that needs to be hashed out. Maybe it is a fee based on the particular facility or based on the hours of use. We just need to come up with a reasonable amount.

Mr. Berube stated let us say we agree to charge \$250.

Mr. LeMenager stated that is too much.

Mr. Berube stated if we change \$250 four times a year, that is \$1,000 that people give us to use something here.

Mr. Walls stated let us assume I want to bring an event here, like the Dark Sky Festival, that brings thousands of people to the event. Is that worth \$250? If I am holding an event that has 20 people, it is too much.

Ms. Kassel stated it needs to be tiered.

Mr. Berube stated we could have a policy of a tiered system. I think that works.

Ms. Kassel stated for events with fewer than 25 people, there is no fee.

Mr. Berube asked how do you know how many people will be there? Everyone will tell you 24 people will show up.

Mr. LeMenager stated let us use the example of the choir that wants to put on a concert here. What is our cost going to be? There will be a little extra garbage that needs to be cleaned up.

Mr. Berube stated there might be some damage to the grass.

Mr. Walls stated there is a cost in making the facility available. We paid for the facility, so there is a capital component.

Mr. Farnsworth stated it is already available.

Mr. LeMenager stated there is a choir who wants to come here for a concert for the community, but we are going to make them pay a fee. It is like shooting yourself in the foot.

Mr. Farnsworth stated that does not make any sense at all.

Mr. Berube stated when you start charging a fee and put it on a tier, I see an immediate problem. The choir is going to put on a concert. If our fee schedule is tiered at 25, 50, 100, and 1,000 people, the promoter is going to tell us they only had 24 people here, and the other 976 just showed up and were not authorized. So they will want to fall

into that lowest category for the lowest fee. That is what will happen with the fee. How do we collect it? I am not necessarily against what is being suggested.

Mr. Walls stated there are mechanisms to handle all of this. I am not saying we need to figure it out tonight. But I think as a matter of fairness, we need to do it.

Ms. Kassel asked are we talking about Town Square or the pool or the soccer fields?

Mr. Walls stated everything.

Mr. LeMenager stated we are talking about events that are for the benefit of residents.

Mr. Walls stated so we are telling non-residents if they want to bring their families out here and use our pools and our boats, they have to pay \$1,000. We are all fine with that. What is the difference with someone coming out and using other facilities?

Mr. LeMenager stated they are not using it. They are providing a service. The perfect example is this choir that wants to put on a concert for us.

Mr. Walls stated but they are inviting people from everywhere.

Mr. LeMenager stated that is wonderful.

Mr. Berube stated Mr. Haskett referred to a resident earlier who had a big party at the boat dock during the summer. If I am not mistaken, that resident is affiliated with the church. This is the group that plastered the gate open, they were on the boats, they had use of the boats for four to six hours that day, and they did all that based on one resident with his following to the exclusion of residents who wanted to use them. When they were done with the boats, the batteries were dead, so they needed several more hours of charging on the batteries where residents could not use their boats.

Mr. LeMenager asked did they apply for a special event?

Mr. Walls stated they did, and they were approved. Right now, anyone can come out and do that under our rules and not pay a dime.

Mr. Berube stated under 8.6.1, we have the ability to collect fees. It is already in the rules.

Mr. Walls stated but there is no fee schedule, and there is no one collecting fees. That is what I am telling you we need.

Mr. LeMenager stated I would be in favor of that.

Mr. Walls stated I would like to see one that is implemented and used.

Mr. LeMenager stated I am fine with that. I think a lot of the fees will be zero or \$20, just to cover picking up the trash.

Mr. Walls stated we can look at what other comparable facilities charge by the hour. It is not that difficult.

A Resident asked is there a fee when someone wants to have a pool party or a birthday party at one of the pools?

Ms. Kassel stated no, there is a deposit.

Mr. Walls stated I think we need to come up with a number. If you have an event that has more than 20 people, maybe you should pay a fee.

Mr. Moyer stated I have seen birthday parties with more than 20 people. It is not uncommon to have 30 or 35.

Mr. Walls stated I agree. We need to come up with a number and what qualifies as an event.

Ms. Kassel stated what qualifies as an event is already in the rules.

Mr. Walls asked at what point do you start charging a fee? At a certain point, you pass the level of being reasonable.

Mr. Berube stated Fishhawk has a fee for an event with 50 people at their pool from 12:00 noon to 5:00 p.m. of \$100 and from 6:00 to 11:00 p.m. is \$150. At the clubhouse with 30 people from 12:00 noon to 5:00 p.m., the fee is \$50 and from 6:00 to 11:00 p.m., the fee is \$100. A different clubhouse with 45 people has a fee of \$75 from 12:00 noon to 5:00 p.m. and \$125 from 6:00 to 11:00 p.m. They have gone in that same direction.

Mr. Walls stated it makes sense.

Mr. LeMenager stated that is for facilities like they have listed. If the Pop Warner people want to play football on our soccer field, are we going to charge them money?

Mr. Walls stated yes, because they are doing that to the exclusion of other people who are paying money for that field.

Mr. LeMenager stated we are not going to agree on this one.

Mr. Berube stated other Districts have facilities that are open to the public and have outsiders come in.

Mr. Moyer stated Harmony does not get to this level yet, but as Mr. LeMenager knows, through a variety of groups, Celebration sponsors some very well-attended activities. The 4th of July event probably draws more people than the City draws.

Mr. Berube stated you cannot get near the place.

Mr. Moyer stated that is correct. Halloween is the same way. That Board is wrestling with the same type of discussions you are having. At some point, does it really benefit the community anymore or does it become a negative to the community? There are some people in Celebration who would argue that having the 4th of July event is the most ridiculous thing we could be doing because it basically shuts down the town.

Mr. Berube stated if you have ever been there on the 4th of July trying to get around at night, you would agree.

Mr. Moyer stated I have not thought this through, either, but I will offer some things for your thoughts. Someone needs to make the determination who is the primary beneficiary of the activity. If it is Harmony, as Mr. LeMenager is saying and is an activity intended for the residents to enjoy, then I think it is fine for them to pay. If we are drawing from the east side of Kissimmee over to Melbourne, that is a totally different thing.

Mr. Walls stated for the Dark Sky Festival, I would be happy to vote to sponsor that event as the CDD by providing the facilities for that event to happen, and we are not going to charge them because it is available to all residents, unless it becomes a hindrance to residents where they do not like it. Those things I am fine with. When you start shutting down pools or boats or fields that residents have paid for and want to use because outside groups are coming in and using them, then I have a problem.

Mr. Berube stated we usually see the applications a fair amount of time in advance because they go through the manager's office. Does it satisfy your request to say that we will look at each of those applications at the appropriate time at the Board meeting and decide on a fee based on what we see in that application?

Mr. Walls stated if we are going to have a fee, then we need a fee schedule that lays it out so everyone knows what the fee is going to be.

Mr. LeMenager stated I agree. We might have more discussions on what the fees should be, but I think Mr. Walls is making a very good point in asking for a fee schedule.

Mr. Moyer stated we have not really made people abide by the 15-day requirement for small events. We turn around permits in a day.

Mr. Berube stated I understand.

Ms. Kassel stated these rules when they are amended should be given to anyone who is picking up a card.

Mr. Haskett stated that is happening.

Mr. Walls stated we can also provide the link to them on the website.

Mr. Haskett stated that is part of the package when they get the form to fill out for the access cards.

Mr. Berube stated the application for special events may also move over to the online reservation system. When we discuss that system, we can include the fee schedule into the system, which gives us more time to think about what it should be.

Mr. Walls stated I am fine with that, as long as we move toward getting this.

Ms. Kassel stated I just do not know if it needs to be codified in the rules.

Mr. Walls stated we would not put the fee schedule in the rules. You would refer to the fee schedule.

Mr. Berube stated the rules refer to a resolution for the specific fees.

- Rule 8.7, Damage Deposit: *no change*
- Rule 8.8, Indemnification and Hold Harmless: *no change*
- Rule 8.9, Insurance Requirements: *no change*
- Rule 8.10, Special Event Approval: *no change*
- Rule 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 Thursday, November 21, 2013, at 6:00 p.m.

The meeting adjourned at 6:05 p.m.

Gary L. Moyer, Secretary

Steve Berube, Chairman