

Approved via email

**Harbour Village Resort Board of Directors
Meeting Minutes
Egg Harbor Town Hall
January 19, 2019**

Call to Order:

President Derek Bell called the meeting to order at 9:00 a.m.

Present: President Derek Bell, Vice-President John Niedbalski, Secretary Paulette Kussow, Treasurer Sue Vandermeuse, Member Barrett Stueck, Member Jason Haines, Member Scott Martens, Member Mary Pekarske-Siers, General Manager Anne Fiorello

Present via telephone: Member Brian Wallace

Opening Comments: Derek B.

- This meeting will be recorded for transcribing purposes.
- During the meeting, please do not interrupt the Board's discussion by making comments without being recognized.
- Are there any items on the agenda that any Board member feels they should be removed from the discussion based on a conflict of interest?

Pledge of Allegiance

Open Session:

- Pete Athey – Condo 355
 - Some rumors going around and would like to make a statement.
 - When Harbour Village started, there were 200 Condo sites and 200 UDI sites with membership possibly at 2000. (Hence the 10:1 ratio)
 - Condos paid for their sites. They pay dues, taxes, electricity and special assessments.
 - UDIs pay dues and special assessments.
 - Use of site for UDIs: They were allowed 21 days in a row on a site before they had to pull their camper off.
 - After October 15, the water was turned off in the park and the only place for water for UDIs was at the central bath house.
 - When an Advisor, Bud Styer came in, he asked if we wanted our dues to go up. If not, you need to invite the public in.
 - Now we have the Oasis, the jumping pillow, etc. and shortly after that we started the seasonals.
 - Seasonal sites would hopefully create income from the public.
 - These were UDI sites with UDI rules.
 - Difference was the trailer could be left there more than 21 days.
 - Basic UDI rules:
 - UDIs could be on the sites from April 15 to October 15 when electric and water were shut off.
 - UDIs cannot sell a site.

- UDI members can only sell their membership.
- 3 Year Opt Out for UDI members – You chose the opt out to get out of the park membership.
 - Understand that some people have reupped for another 3 years.
 - At the end of the 3 years, you were no longer a member. You are simply a public using a seasonal site.
 - There is no guarantee that you can get the seasonal site next year if you don't reserve it in the proper manner.
 - There is a waiting list for seasonal sites. We don't have to favor people.
 - UDI sites are shared with the public. Seasonal sites-UDI rules apply.
 - Some people may say that a park manager said I can do that but those managers are no longer here to verify that.
 - If something was said that was false, we have to correct the problem.
 - Only UDI and Condo members can vote and run for the Board.
 - Be careful of the can of worms you open. You may not be able to put them back.
- Tracy Ness – Condo 364
 - Been in the park since Rubidell owned the park.
 - Want to be sure all Board members are qualified to be on the Board and paying dues. *All Board members qualify to be on the Board. There are UDI Seasonals on the Board. They are UDI members.*
 - Understand that the Opt Out Program was started to allow UDIs to get out of the park that didn't want to be here. If they want to get back into the park, they had to rebuy into it.
 - Believe there is an information gap between what we thought was happening and what actually is happening with the Opt Out Program.
 - UDIs are now able to be seasonals.
- John Niedbalski – Board Member
 - Checked back in Board minutes for information about Seasonals and Opt Out Program starting in October 2009.
 - Seasonals used to pay a \$200 winter storage fee if they wanted to leave their camper on site over the winter.
 - Now the winter storage fee has been incorporated in the Seasonal Fee.
 - Nancy Loritz – Condo 372
 - Email from Dawn Vandenberg covers the concerns Nancy has. Dawn's email stated:
 - *Concerned about allowing seasonal campers and UDIs the privilege of winter camping.*
 - *Concerned that by doing so we open up the possibility of being re-assessed or aligned with a mobile home park status versus Campground status.*
 - *Dawn has been involved in family's mobile home park business operating in the State of Wisconsin and a member of the Wisconsin Manufactured Housing Association.*
 - *There is a fine line between how the State determines which of these categories a business resides in.*

- *Could cause Harbour Village legal problems later on.*
 - *Allowing people to stay on their seasonal sites during the off-season and not charging a fee.*
 - *Previously, seasonal trailers needed to be moved off the lot at the end of the season and stored.*
 - *If trailer allowed to stay on the lot there was a fee charged.*
 - *This clearly delineated that this is a campground with a set rental season.*
 - *Allowing plastic sheds and decks to be added to seasonal sites.*
 - *Opened the door to creating a potential boundary issue. Are these seasonal sites or permanent sites?*
 - *More confusing when we allow people to use their trailer outside the designated camping season.*
 - *Heard complaints that seasonal renters are cutting down trees on their rented site.*
- *Important that we get back to operating the campground portion of HV as a campground by not allowing deviations from the rules & regulations especially as they pertain to a set camping season.*
- *UDI status does not constitute the same rights and privileges that Condo ownership provides.*
 - *There are rules & regulations that need to be adhered to as a UDI owner.*
- John Niedbalski
 - Don't need to be concerned about being thought of as a mobile home park.
 - State Statute, Chapter ATCP 79, Campground states:
 - *"Campground means a parcel or tract of land owned by a person, state, or local government that is designed, maintained, intended, or used for the purpose of providing campsites offered with or without charge, for temporary overnight sleeping accommodations."*
- Nancy Loritz
 - Have heard that Seasonals have been allowed to go outside of their Seasonal Agreement the past 5 years. *(If that happened, that was under previous Management.)*
- Tracy Ness
 - Asked appraiser about sheds and decks on seasonal sites.
 - Assessor said that if decks are left up over 1 year, they are taxable.
 - Scott Martens – Board Member
 - Does not think that is correct. Believe he informed you on a different level.
 - Each site is individual.
 - Seasonal sites are rental properties. These are sites the business owns.
 - Condo lots are different from the rest of the park.

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- Any campground in the area, you will see the decks left on all year on seasonal sites. They are portable, not permanent.
- The assessor assessed our personal lots, not seasonal lots individually. Harbour Village is assessed as a full property.
- Harbour Village is not getting taxed for seasonal decks.
- Condo decks are a permanent fixture because we own the lot.
- Seasonals are only allowed plastic sheds that are portable.
- ***Anne will check into clarifying the difference between portable and permanent as far as assessment is concerned. Can decks on seasonal sites be assessed??***

Consent Agenda:

- Announce approval of December 1, 2018, Board meeting minutes via email.
- Manager's Report – January 19, 2019 (attached with these minutes).
- Financial Report – January 19, 2019 (November)
 - Any questions on the November financials have been answered.
 - December financials have not been reconciled by Accountant Asher yet.
- ***Motion made by Jason H. and seconded by Mary P.S. to approve the Consent Agenda. Motion carried unanimously.***

NEW BUSINESS

- **Extended Season Agreement**
 - Derek Bell, Board President, explained some Harbour Village financial history:
 - Read minutes back to 2000.
 - Somewhere around 2009/2010, we borrowed against our line of credit.
 - 9 out of 10 years we were unable to pay our bills and had to borrow money.
 - Unable to meet our budgets.
 - Park was not in good financial shape.
 - That is when Bud Styer was asked to come to the park.
 - That is where this Opt Out Program came from.
 - There was a 1 year and a 3 year program.
 - 1 year was basically double seasonal dues for 1 year and then you turned in your UDI.
 - 3 year was not as much money.
 - Condo owners could sell their lot if they wanted to leave Harbour Village.
 - UDIs had no place to go and some stopped paying. That is where a lot of the Accounts Receivable came from.
 - Board also has the ability to raise dues up to 15% each year.
 - There were years with Special Assessments.
 - The revenue stream was diversified:
 - Condo, UDI, Seasonal, UDI Seasonal, Public

- John Niedbalski and Derek Bell discussed some of the information found in previous years minutes regarding the UDI and Seasonal issue starting in 2009:
 - Get UDIs to feel they have something of value.
 - Discussed exit strategies for UDIs where they would convert to being seasonals.
 - 2009 – There was a \$200 on-site winter storage fee.
 - 2010 – Offered to UDIs to convert to seasonals.
 - 3-year seasonal contract.
 - Return UDI deed to Harbour Village.
 - There were advantages for UDI Seasonals: Lower fee than Public Seasonals and UDI Seasonals get 5 wristbands. Public Seasonals at that time had to pay for wristbands
 - 2011-2012 – Nothing different done with UDIs..
 - 2013 – Discussion on options for UDIs completing their 3-Year Opt Out Agreement:
 - Return their UDI deed to HV and walk away.
 - Return to original UDI status.
 - Renew their Opt Out Agreement for 1, 2 or 3 years.
 - ***Decision was to offer UDIs who were completing their 3-year Opt Out Agreement a renewal of their 3-year Opt Out Agreement with free winter storage on site.***
 - Motion carried unanimously.
 - 2014 –
 - Clarification of UDI Rules and Guidelines:
 - UDI Opt Out Program was not intended to eliminate the UDI.
 - The Opt Out Program was intended to give UDI members a way to “buy out” of the time share process of the UDI.
 - Trying to provide some value to a UDI.
 - Proposals for Public and UDI Seasonals:
 - 1 Year Public Seasonal
 - 3 Year Public Seasonal (This is a new program.)
 - 1 Year UDI Seasonal
 - 3 Year UDI Seasonal
 - ***3 year contract available to UDI members for the use of a seasonal site. The member is given the option at the end of the 3 year term to transfer their deed back to the park or keep it and continue on another 3 year term.***
 - 1 Year UDI Opt Out Program – eliminated.
 - These Proposals were passed by the Board with one no vote.
 - **To Clarify: UDIs have the option at the end of every 3-year contract to turn their deed back in or reup for another 3 years.**

- 3 Year UDI Seasonal that is renewable provides some income stability for the park.
- Nancy Loritz –
 - Problem - Seasonals seem to want more than what they are entitled to with an extended season.
 - We shouldn't have to put power out that we cannot police.
 - Can't justify the additional cost to the park.
 - More cost involved with cleaning bathroom, garbage pickup. ***(It will cost seasonals an additional fee if they use the park off season.)***
- According to By Laws, UDIs are owners and can use the park year round.
- Need to distinguish between Seasonal and UDI Seasonal rights.
- John N. has looked at WPS usage in the winter.
- Pete A. thinks there should be a fee charged because people using the park in the winter would probably use space heaters rather than their propane.
 - Would they leave their heaters on even when they are not there?
(Electrical pedestals would be turned off and locked when campers are not there. Seasonals are already paying more now (about \$2800) compared to what they paid when the program first started. (about \$1800)
- Derek B.: We have looked at HV's income history. Good to diversify income. Don't want to go back to where we were 10 years ago.
- Tracy N.: Asked if metering seasonal sites was looked into? ***(Yes it was about 5-6 years ago. Cost prohibitive at that time. Can check into it again. Have to look at the cost vs benefit. Don't have to do all of the seasonal sites at one time. John N. will check into metering seasonal sites.)***
- Seasonals sign a Seasonal Agreement. This Agreement includes a list of rules.
- Problems have arisen because past management told seasonals that they could do things that were contrary to the Seasonal Agreement.
 - Present Management is following the Seasonal Agreement and Rules.
- Question about status of DUDIs:
 - This is a work in progress trying to determine who still have a DUDI.
 - **Trying to get the DUDIs returned to the park.**
 - DUDIs pay a \$26 fee yearly.
 - DUDI becomes an active UDI if the DUDI is sold.
- GM Anne is planning to sit down with Seasonals this coming year to explain the Agreement.
 - Also thinking of a possible "Meet and Greet" with Seasonals.
- ***Proposed Extended Season Agreement was read:***
 - ***The Extended Seasonal Agreement is offered to Public Seasonals who are seasonal campers during the regular camping season – May 15 through October 15.***
 - ***All provisions of the Seasonal Admission Agreement are in force during the extended season time – October 16 through May 14.***
 - ***Extra fees for the extended camping season are listed on the signature page of the Extended Season Agreement.***
 - ***There will be no on-site water during the extended season.***
 - ***The central bath house will be open during the extended season.***

- **Electricity:**
 - *During the extended season, electricity may be turned on at the electric pedestal.*
 - *It is expected that the electricity will be shut off at the pedestal when leaving the campsite and this will be verified.*
- **Roads are plowed by priority.**
- Sue V. looked back at the last 3 years of WPS bills for seasonal sites. They went up \$1500 last year and \$1000 the year before.
 - Don't see historically that this was abused.
 - Haven't seen a great deal of extra people here.
- Discussion on what the "Extended Season Fee" should be:
 - **Board consensus: For the 2019-20 Extended Season, the Fee will be \$250 for the extended season.**
- *This Extended Season Agreement and Extended Season Fee will be discussed and voted on at the March 2019 Board meeting.*
- **Account Descriptions**
 - Brian W. has been working on the Chart of Accounts for Harbour Village so charges are consistently put in correct accounts.
 - Brian will try to put some specific types of charges in the description as examples to help clarify what should be posted to those accounts.
 - Discussion on deleting some accounts that are not being used.
 - Deleting accounts will be discussed with Accountant Asher.
 - Accounts will only be deleted if OK'd by Asher.
 - Some accounts tied to Asher's books may be needed for tax purposes.
 - Some accounts may be noted as "keep but suspended" rather than delete the account.
 - Some accounts not used now may possibly be used in the future.
 - Once everyone has a chance to give feedback, these Account Descriptions will be discussed with Asher.
 - NOTE: Fees with Accountant Asher are down because he is now getting financial information that is more accurate and timely.

NEW BUSINESS

- **Seasonal Admission Agreement**
 - Updates for the Seasonal Admission Agreement were listed on a separate sheet that was emailed to the Board.
 - Discussed the "Camper Rules and Regulations" (for the Public Campers) compared to the Seasonal Admission Agreement "Rules and Regulations for the Seasonal Campers."
 - Basically the two sets of rules should be the same except for some additional items for Seasonal campers.

- Can Seasonals be removed from the park without refund? *Yes.*
 - Seasonal Admission Agreement, Rules p. 9, Disorderly Conduct:
 - *Management has the right to terminate an agreement in order to protect other residents and Management from unruly campers and their visitors/invitees.*
 - Seasonal Admission Agreement, p. 6, 21. Campground Remedies, a. Termination of Agreement:
 - *Campground may at Campground's election terminate this Agreement immediately upon giving Camper a notice of termination. On the giving of the notice, all further obligations of Campground under this Agreement shall terminate, Camper shall surrender and vacate the Campsite in a clean and orderly condition, and Campground may reenter and take possession of the Campsite and eject all parties in possession or eject some and not others or eject none, and remove any and all personal property (including the Camping Unit) from the Campsite. Termination under this paragraph shall not relieve Camper from the payment of any sum then due to Campground or from any claim for damages previously accrued or then accruing against Camper.....*
- Anne may have Seasonals "initial" parts of the Seasonal Admission Agreement that she feels need to be emphasized.
- ***Suggestion: Have a "check-off list" of all documents that should be handed out to Seasonals and Public Campers (like the Golf Cart Rules, etc.) so all pertinent information is given to Campers.***
 - ***Campers can initial the list to indicate that they received the information.***
- Anne asked if any Board members would be interested in assisting with the Seasonal Camper orientation meetings.
- ***Board consensus that the Updated Seasonal Admission Agreement and the revised Camper Rules and Regulations and the Rules and Regulations for the Seasonal Campers were good as revised.***
 - All other lists of Rules will be discarded to avoid confusion.
- **Transfer Tank and Pump-Out Policy / Pump-Out Waiver Form**
 - Transfer Tank and Pump-Out Policy:
 - This new policy was discussed at the December Board meeting.
 - This Policy covers Transfer Tanks and Pump-Out Service in the park.
 - Pump-Out Waiver Form was read:
 - *"I have read and understand the Transfer Tank and Pump-Out Service Policy and have been made aware of the damage that may occur to my camper holding tank or camper while being pumped out. I am requesting that my camper be pumped out even with this knowledge."*
 - *"I understand that Harbour Village Resort and its employees are not responsible for any damage that may occur to my camper tank while they are pumping it out at my request. If damage should occur, I release Harbour Village and its employees from any and all liability."*

- People can still use their portable tanks but there is a paragraph in the Policy that states:
 - *Camper who do not wish to have transfer tank pump-out service can haul their own waste to the dump station in transfer totes. Valves and caps must be tight on the transfer tote. Solid colored totes are preferred. To avoid spillage, transfer totes must be pulled slowly. Any spillage cleanup is the responsibility of the person pulling the transfer tote. Repeated speeding or spillage of waste may require the installation of a transfer tank.*
- This Policy is for every Camper in the park. If the pump-out is directly from your camper, you must sign the Pump-Out Waiver Form.
- ***Motion made by Scott M. and seconded by Sue V. to approve the Transfer Tank and Pump-out Policy / Pump-Out Waiver Form as presented. Motion carried unanimously.***
- **Hot Tub Status**
 - John N. met with Splash, which is the company that we have dealt with regarding the pool and hot tub.
 - If we spend \$15,000, it is thought that this would be “putting a bandaid” on the problem with the hot tub.
 - This would be on top of what has already been spent on the hot tub. John could only find \$8,000 documented.
 - It would end up probably costing more like \$25,000 to \$30,000.
 - For approximately \$50,000, we could get a totally new hot tub with new piping and pumps.
 - Our pump room passes State inspection, but if we put in a new tub, we may have to do more upgrading in the pump room.
 - Another option would cost about \$75,000:
 - Put a new, smaller hot tub by the activity pool and a small hot tub at the adult pool.
 - This would have to be a future budget item.
 - John explained to those present how we got where we are now:
 - In May, we thought we were all done and everything would be OK.
 - John had the documentation that said we were good to go. The testing was done. We were just waiting for the State permit.
 - In June or July, John contacted the engineer. They had not done everything they were suppose to do to get the final inspection OK from the State.
 - The way it is now, the State will not pass it.
 - There is a chance we can get the hot tub running this year:
 - We need documentation and information off the pumps.
 - If we get the calculations to the State with our current equipment (and with the help of Splash), we may be able to get State approval for this year.
 - Also found out that the person at the State that was working on this issue had retired and the paperwork was sitting on his desk.

- It was probably sitting on his desk because it lacked some information.
- An above ground hot tub is not allowed in a commercial setting.
- Suggestion: Try to get the hot tub at the adult pool and fill in the hot tub at the activity pool to get more seating area. Put up some type of structures for shade at the activity pool.
- All options will be investigated.
- ***John will be working on trying to get the State approval on the hot tub for this year.***

Open Session

- Seasonal Admission Agreement:
 - Need permission from General Manager for changes to site.
 - Part of the Agreement states that any improvements to the Seasonal site (gravel, plantings, landscaping) become the property of Harbour Village when the Seasonal camper leaves the park.
 - Need permission before the work is done and inspection after the work is completed.
 - The Board has approved some removal of trees on Seasonal sites.
 - Each situation is handled individually.
 - If the Seasonal is given permission to remove a tree, it is documented and the removal is at Seasonal's expense.
 - If trees are trimmed or cut down without permission, they are fined.
- Snack Shack (Camping Café)
 - Snack Shack was moved to the outdoor theater.
 - People really liked having the food by the activity pool.
 - Anne said that this year more money was generated from popcorn and soda sales at the theater than food by the pool on weekends.
 - The Snack Shack is not up to code for frying food. (Also cannot cook on grill.)
 - Two years in a row the Shack was inspected and approved but not last year.
 - Can get single use permits for special events.
 - Can serve "pre-cooked food" from the Snack Shack.
 - Money is in the Budget for staffing the Snack Shack.
 - Suggested the use of volunteers, but there has been a problem with volunteers not showing up.
 - ***Anne will get clarification as to what can be done with the Snack Shack.***
- Question on having park models on seasonal sites:
 - This was already asked and answered in the past.
 - **No park models allowed on seasonal sites.**
 - Must be "licensable" units on seasonal sites.
 - The unit cannot require any special towing, or need special permits.
- Seasonal information on Harbour Village Website:
 - Anne said that there is now a place on the Harbour Village Website for seasonal information.
 - Seasonals CANNOT sell their site to another camper.

Approved via email

*Motion was made by Jason H. and seconded by John N. to adjourn the Open Session.
Meeting adjourned at 10:55 a.m.*

Paulette Kussow
HV Board Secretary

Board moved to Executive Session

ADDENDUM FROM EXECUTIVE SESSION: Anyone who is delinquent in their dues payments will have their water “booted” prior to the park opening.

ADDENDUM AFTER EXECUTIVE SESSION: (See p. 3 of Minutes, John Niedbalski explains that Harbour Village is a Campground. Following is information on Mobile Homes and RVs:

- State Code SPS 326, applies to Manufactured Home Community.
- A structure that is designed to be used as a dwelling with or without permanent foundation and that is certified by the federal department of housing and urban development (HUD) as complying with standards established under 42 USC 5401 or 5425.
- The statutory definition of a “manufactured home community” means any plot or plots of ground upon which are located three or more manufactured homes that are occupied for dwelling or sleeping purposes.
- An RV is not constructed under manufactured (HUD) home standards or Uniform Dwelling Code standards. DOT statutes, s. 340.01 (48r), defines a “Recreational Vehicle” as a vehicle that is designed to be towed upon a highway by a motor vehicle, that is equipped and used, or intended to be used, primarily for temporary or recreational human habitation, that has walls of rigid construction, and that does not exceed 45 feet in length. As it is designed to be towed by a vehicle it will have axles, wheels, a frame and a hitch.
- Even though a Park Model may look like a cabin, in most cases a park model is built to RV standards. A park model will have axles, wheels, a frame and hitch for towing upon the highway.
- The data plate will tell you if the home was manufactured to the manufactured home (HUD) standards 24 CFR 3280. If the structure was built after 1976, and the data plate does not confirm this, it is not a manufactured home. A rule of thumb that can also be used to decide whether this is an RV or manufactured home is the square footage of the structure. If the structure has a habitable space of 400 square feet or less, not including outside open air decks, it is most likely an RV. RV’s are regulated by the state Dept. of Transportation and they are required to be titled by the DOT.

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Next Board Meeting: March 23, 2019 – Egg Harbor Town Hall – 9 a.m.
February – No scheduled meeting

2019 Board Meetings

April 20

May 11

June 22

July 20

August 17 – Annual Meeting

September 14 – Budget Review

October 19 – Budget Feedback

November 2 – Budget Work

November 9 – Finalize Budget

December 7 – Publish Budget