# MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held on Thursday, February 28, 2008 at 9:00 a.m. at the Harmony/Greensides; 7251 Five Oaks Drive; Harmony, Florida.

# Present and constituting a quorum were:

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

Also present were:

Gary Moyer District Manager
Tim Qualls District Attorney
Steve Boyd District Engineer

Todd Haskett Harmony Welcome Center Shad Tome Harmony Development Co.

Kerul Kassel Resident

#### FIRST ORDER OF BUSINESS

**Roll Call** 

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

# **SECOND ORDER OF BUSINESS**

Approval of the Minutes of the January 31, 2008 Meeting

Mr. Golgowski stated each Board member received a copy of the January 31, 2008 minutes and requested any additions, corrections or deletions.

There not being any,

On MOTION by Mr. Peach seconded by Ms. Snyder with all in favor, the minutes of the January 31, 2008 meeting were approved.

#### THIRD ORDER OF BUSINESS

# **District Manager's Report**

Mr. Moyer stated I am not certain whether or not we went through the process of appointing me as Secretary. Mr. Nanni was Secretary prior to resigning from Severn Trent Services. Therefore, a motion appointing myself as Secretary to replace Mr. Nanni is in order.

There being no comments or questions,

On MOTION by Ms. Snyder seconded by Mr. Peach with all in favor, appointment of Mr. Moyer as Secretary of the District was approved.

Mr. Moyer stated I reported last month the web page was being transferred over to Ms. Brenda Wright; and it is more complex than the normal ones we routinely do, but I believe she is making progress and did, in fact, post the minutes on the web page, which is a step in the right direction.

# FOURTH ORDER OF BUSINESS Attorney's Report

Mr. Qualls stated the first item is under the umbrella of the boat and dock master facility maintenance. I reviewed the agreement which each Harmony resident signs before taking the boat out. While the agreement and the exculpatory language were sufficient, we bolstered some items. Additionally, we omitted the specific date of the agreement, and there are now going to be two documents which must be signed. Each resident must sign the first agreement prior to taking out the boat. The second document is a checklist of items they need to keep in mind prior to taking out the boat, which contains language to be initialed. I recommend you review this carefully because it is important these agreements are clear and unequivocal. Although they may be clear to several attorneys who drafted them, I want to ensure they are clear to the Board; after which they will be finalized and ready for signature. The Boat Use Agreement is similar to the original one. However, we added some key language as well as a place for users to initial in order to be certain they understand it. In the interest of time, you may take this documentation home with you and e-mail me any suggestions you may have. However, I want to finalize this as soon as possible.

Ms. Snyder stated perhaps it makes sense to allow the user to take the boat away from the dock and go around for 15 to 20 minutes. I believe allowing a person to dock a boat; tie it up as well as demonstrate how they will leave it may eliminate some problems.

Mr. Qualls stated this District and others like it have many amenities such as this and there is going to be a learning curve to ensure the boats are used properly. Therefore, we advise it is necessary to go through this process each time a resident takes a boat out, even though it may appear to be repetitive. The first agreement needs to be signed once for the record. We believe the second agreement should be reviewed each time the boat is taken out.

Ms. Snyder stated I agree with this and when I signed the first agreement, we reviewed the rules for approximately five minutes. I believe 99% of the people can probably run a boat, but 1% may be causing the damage.

Mr. Qualls stated according to this agreement, the person taking the boat out will be held responsible for acting as captain of the boat for the entire time.

We reviewed the Harmony Rules and Policies relating to private use of public property, which is in the realm of using the parks in this community. Those policies need to be amended and rules need to be adopted for the specific purpose of using the boats. Several procedures are required whenever a local government adopts rules. First of all, you must hold a rule workshop which has to be noticed for the public to attend; after which you must notice the District's intent to adopt a rule. I am recommending commencement of this process immediately in order for us to get sufficient rules in place and ensure these boats are being used in a safe and proper manner.

In summary, I have given you two items for consideration. The first one is to have both of these agreements and the second item is a motion authorizing us to commence the rulemaking process in order for us to draft some rules for presentation at the public workshop. We will all work together to ensure the adopted rules are fair and thorough.

Mr. Peach stated the draft wording on the reminder agreement is signed at the time of your orientation to Buck Lake. I am not certain whether this assumes or requires an orientation. I believe testing each interested individual will be an opportunity to determine their boating skills. Once this is done, they are in agreement each time they go out they are aware of these rules and regulations which they learned at orientation. I am not certain whether or not this needs to be codified anywhere, but they should be available for completion at the orientation with the dock master.

Mr. Golgowski stated perhaps we should include in the rules an orientation with a practical demonstration.

Ms. Snyder stated I thought we were going to have a 30-minute course prior to taking the boat out.

Mr. Golgowski stated your point is well taken and I would advise the Board to address this issue in the rules.

Mr. Qualls stated it is important to make this as clear as possible. The first agreement will cover any liability. The other agreement provides more details in order to ensure the boat is returned in the condition it was taken out.

Ms. Snyder asked will residents be allowed to give suggestions?

Mr. Qualls responded the Board can certainly entertain the idea of allowing public comment at the rulemaking workshop.

Ms. Snyder asked will this also cover the parks?

Mr. Qualls responded these rules apply to boat use. However, if you want to hold additional workshops to ensure those rules are adequate, this is certainly acceptable to me.

Ms. Snyder stated I will look at the other rules.

There being no further discussion,

On MOTION by Mr. Peach seconded by Ms. Snyder with all in favor, the District Attorney was authorized to commence the rulemaking process with regards to rules and regulations for use of the boats.

Mr. Moyer stated it will be helpful if you can send me the forms of notice for the advertisement.

Mr. Qualls stated we will do so.

Mr. Golgowski asked do you want comments within one week?

Mr. Qualls responded this is fine. The current agreement is acceptable, but this is much better with regards to making sure the boats are being carefully monitored and used. You may continue using the agreement as long as it is signed each time the boats are taken out. However, if this becomes difficult to keep track of, I recommend shutting the boat use down until the agreements are solidified.

The next item pertains to the dock master and the boats. I was asked to look into the best way to structure an agreement for the person managing the dock facility at all times. I understand the Board may want to have another individual to assist in managing the dock

facilities in the event Mr. Belieff is unavailable. I am going to read the statute. This District has contracted with a District Manager who has the statutory duty and responsibility to supervise the works of the District and to preserve and maintain "any improvement or facility" constructed or erected pursuant to provision of this act for maintaining and operating equipment owned by the District. This will include the boats and the dock master facility. Chapter 190 also states, The District Manager may hire staff; professional, clerical and otherwise; to carry out that duty to maintain the equipment. It is our recommendation you direct the manager to contract with the individuals who are going to be in charge of maintaining the dock facilities, which is positive from a policy standpoint. Although the District may hire these people even though there is no expressed duty, the District will have to get insurance among other things. In addition, if the employment or contractual agreement is through the manager, the Board may look to the manager as opposed to three or four different individuals to ensure everything is going well. This is easier and it is expressly set forth in the statute the manager may hire these people as well as manage the works of the District. This recommendation is part of the draft agreement and has been done in some of our other Districts. However, this is open for debate and I am open to your suggestions and recommendations.

Ms. Snyder asked does the manager supervise Mr. Belieff?

Mr. Qualls responded your manager is Mr. Moyer.

Ms. Snyder asked will you be managing the facility?

Mr. Moyer stated there are a couple of ways we can do this. We can hire someone through Severn Trent to be on site; or we can also look at an employee lease situation. However, I believe Mr. Qualls recommends the employee be hired through Severn Trent; and the developer may have someone on site performing the same function on behalf of the developer.

Mr. Qualls stated that is correct. You already do a great job of managing the works of the District, and according to your District Charter, which is Chapter 190; you are in charge of managing the dock and the boats. This will allow Mr. Moyer to carry out his duties in a practical manner, and additionally allows the Board to look to Severn Trent in the event of any problems.

Mr. Moyer stated things will be more streamlined.

Mr. Peach stated while the management company has the ability to make something happen statutorily, this has not been the case.

Mr. Moyer stated we will have to look at budget implications as we go through this process. There are going to be associated costs, whether it is a direct hire or an employee lease situation; and we will be required to identify those costs and determine a dollar location within our budget. We will start working in this direction now.

- Mr. Peach stated we can initiate the effort to commence the process of determining the location in which we may change the budget.
  - Mr. Golgowski asked will you be able to come back with a proposal next month?
  - Mr. Qualls responded I believe so.
  - Mr. Haskett asked is there a current agreement in place with Mr. Belieff and the District?
  - Mr. Golgowski responded I understand Mr. Belieff is a District employee.
  - Mr. Qualls stated I have not seen any documents which reflect this.
- Mr. Peach stated I recall a withholding issue arose several years ago and it appears we had some type of contract at the time.
  - Ms. Snyder asked who is paying his salary?
- Mr. Golgowski responded the manager is paying him and I believe there are withholding and other benefits involved.
  - Mr. Moyer stated I will check on this.
- Ms. Snyder asked should we make note and start including these issues for our new budget?
- Mr. Moyer responded that is correct. We will commence discussions of the budget process and what it should look like in April, as we did last year.

# FIFTH ORDER OF BUSINESS Engineer's Report

Mr. Boyd stated we presented the results of our CDD-wide sidewalk inspection as well as a draft inspection and maintenance policy at the last meeting. The Board directed us to get pricing to repair problems identified as Level 1; constituting any cracks which are three-quarters of an inch or greater. Our research indicates this is the standard practice for municipalities around the country. We also categorized any cracks between a half-inch and three-quarters of an inch as a Level 2 priority. Level 1 and 2 priorities were marked with paint in an effort to make residents aware of those areas. We received one price for Level 1 improvements and we are waiting for a second price. The price received is excessive and did not take into account the effort to make in-place repairs as opposed to pulling out and replacing all of the panels.

Therefore, we would like some time to work with this price and complete the process of obtaining at least one more price; after which we will bring back a formal bid for your approval next month.

Mr. Peach stated although it was appropriately marked, this is an urgent matter from a timing standpoint. In District Counsel's opinion, can this be extended for an additional 30 days providing everything is still marked?

Mr. Qualls responded I cannot answer this question because tripping liabilities are unpredictable. However, you should ensure these areas are still clearly marked. I believe the minutes from the last meeting stated a notice was going to be put forward indicating the purpose of the paint via e-mail or bulletin. Communicating this information certainly goes a long way to ensure people are aware there is a separation in the sidewalk. However, I am not certain what internal communication may have been used.

Ms. Snyder stated I cannot recall reading it, but I have seen some of the markings.

Mr. Peach stated we will facilitate this through the Harmony Development Company. However, we have not received anything to send out. Can you get this information?

Mr. Moyer responded we will do so.

Mr. Golgowski stated from a timing perspective, the deadline for the next Harmony Notes Newspaper is next Wednesday.

Mr. Moyer asked who should I send the information to?

Mr. Golgowski responded the information should be sent to the main office.

Ms. Snyder asked can the information also be e-mailed?

Mr. Peach responded this is possible. We recently discovered we probably only have approximately 50% of the e-mail addresses, which we are trying to get updated. Therefore, Harmony Notes is a good supplement as well, which will get to all of the addresses.

Mr. Moyer stated I believe it is going to be approximately one paragraph which will state, We have undertaken a study; we have identified and marked certain areas and these are the reasons for the markings. Please be cautious.

#### SIXTH ORDER OF BUSINESS Developer's Report

Mr. Haskett stated I have some information with regards to some recent activity at the Ashley Park Pool & Cabana Facility. A few residents of Ashley Park came before the Board at the last meeting to complain about some unruly activities taking place. The last two pages of this

proposal show an entry gate to the pool area which appears to have been vandalized quite frequently over the past few weeks. As of yesterday, the damage has gotten worse. As a result, people have been jumping over the fence instead of going through the gate. Therefore, it will probably have to be replaced. Wired for Tomorrow LLC has worked on our camera system at the Buck Lake Facility. They are proposing to install a four-camera system at the Ashley Park Cabana which will focus mainly on the pool area with two cameras; a camera focused directly on the gate leading into the cabana; and another camera focusing down the corridor between the two restroom facilities. Since the cameras were installed at Buck Lake, it has been quite evident there has been no vandalism since they were installed. Therefore, I believe it is definitely a good deterrent. If the guilty party looks directly into the camera, I believe they will be caught in the act. It is good equipment. Wired for Tomorrow has done a large amount of work for the development as well as the CDD. It is all commercial-grade equipment at a cost of \$4,845 for the entire system. In comparison, the CDD spent \$6,515 for a four-corner system at Buck Lake. This system will have internet access since it is in the cabana area and can be viewed by residents through a separate access code. If authorized personnel were actually here and there was some type of commotion at the pool, they can simply access the internet on their computer and view these cameras without ever leaving the facility. This may also help to prompt them to call the police in order to stop anything further from happening.

Mr. Peach stated I want to know whether or not there are some privacy concerns.

Mr. Qualls stated I can look into this, but my initial reaction is this is a public facility and I do not believe these cameras are anticipated to be in the restrooms, but in the pool areas. Since the District does not have enforcement power, I believe this is justifiable to assist in maintaining the infrastructure. However, I will review the subject diligently and report back to the Board next month, if this is acceptable.

Mr. Peach stated I want to know what legal responsibility we have for using the system if something occurs. We should have the necessary information available for law enforcement. On the other hand, we are making a commitment for it to do something by inputting this data. Do we have any issues related to system failure?

Mr. Qualls responded since we are going to conduct a rule workshop, we can draft up some rules in this regard, by looking at what other Districts, cities or government entities have done.

Mr. Golgowski stated I believe the intent of this system is to provide a record for enforcement of rules as opposed to monitoring of safety.

- Mr. Peach stated I believe this is a justifiable concern since there may be an expectation of us to provide safety protection in the event there is an accident at the pool.
- Mr. Moyer stated perhaps we may have to post signage indicating the cameras are for security purposes only and not safety monitoring.
- Mr. Haskett stated swim club and cabana rules are posted there which reflect the same rules applicable to the large park and pool, and specifically state you swim at your own risk.
- Mr. Peach stated this is a one-time investment versus the ongoing investment involved with these repairs. Although it may not be a budgeted item, it is probably a good investment for all of us.
- Mr. Moyer stated we are complete with our audit, and when we did the budget we anticipated a fund balance going forward commencing October 1<sup>st</sup> of \$203,000, but we actually ended up with \$221,000. Since we have more money in the fund balance than we anticipated, I recommend we transfer \$18,000 of surplus funds into the contingency account for operation and maintenance.
  - Ms. Snyder asked how many Speco Weatherproof cameras are there?
  - Mr. Haskett responded there are four cameras.
- Mr. Golgowski stated the proposal for the system states it is for each pool area. Are we referring to more than one pool area?
- Mr. Haskett responded that is correct. This proposal is only for the cabana at Ashley Park, with the option to duplicate the system for the swim club should the need arise.
  - Mr. Golgowski asked has the system been working reasonably well?
- Mr. Haskett responded yes. I believe the main reason for this is there is a small alcove area at the cabana which is isolated from residents. The camera is going to focus on areas in which things can happen without the public seeing it.

There being no further discussion,

On MOTION by Ms. Snyder seconded by Mr. Peach with all in favor, the proposal from Wired for Tomorrow, LLC to install a security camera system at the Ashley Park Pool & Cabana Facility in the amount of \$4,845 was approved and Severn Trent Services was authorized to transfer \$18,000 in excess funds from the fund balance to the contingency account for operations and maintenance in order to assist in paying for these and other repairs.

Mr. Tome stated Mr. Vence Smith, Jr. is no longer employed by the Harmony Development Company.

### SEVENTH ORDER OF BUSINESS Discussion of the Monthly Boat Report

Mr. Golgowski stated all boats are afloat once again as of today. During this reporting period last month, we were lacking the two pontoon boats because they were under repair, and the larger pontoon boat had additional repairs done to its pontoons. When we were discussing docking issues earlier, the pontoons were beaten up to the point they were at risk of puncturing the boat, which would have been tragic. However, they were repaired in terms of adding heavy bumpers to the pontoon sides to provide a strip of protection to absorb the blow in the event they hit the dock. We hope this demonstration of skills with electric boating will be helpful, as it is slightly different than boating with a strong engine when you are trying to tie up.

#### **EIGHTH ORDER OF BUSINESS**

**Supervisors' Requests** 

Hearing none, the next item followed.

#### NINTH ORDER OF BUSINESS Audience Comments

Ms. Kassel stated there is a significant hole at the entrance to the large dog park in which someone can really hurt themselves. It is located at the edge of the paving stones right at the entrance. It is approximately 6" deep and 1' across; and a couple of the pavers have become loose.

Since I was out of town for the last CDD meeting, I am not certain what was discussed with regards to the issue resolution process, but I did not receive notification in relation to this issue. I want to know what the current status is; and if it is still not on line, I strongly request an interim process for issue resolutions.

Mr. Golgowski stated we are in the process of putting the web site together.

Mr. Moyer stated understanding the process is driven by how quickly we get the web site up and running and I believe we are close to doing so, as I mentioned under my report. However, it is more complex than we thought it was going to be, but the driving factor for the issue resolution process is being able to obtain access for people to log in. We have a mechanism in place where this is monitored, and once we obtain the information, we will send it to the appropriate people to get the work done. Although this should have happened a long time ago, we really did not get access to the web site until after our January meeting. Thank you for raising this issue, as we obviously need to keep working on it.

Ms. Kassel stated I recommend the CDD post small signs at the various amenity facilities which state, If there is an issue or problem here, please call this number or please go to this web site to register any problem issues which need to be addressed. A telephone number will be particularly helpful when people are right there because it is in the interest of the CDD to ensure these issues are resolved before they become liabilities. It took me a few weeks of going to the dog park and noticing this hole. I saw it for the first time at approximately 6:30 a.m., and when I called the Sales and Information Gallery, I was unable to leave a message and no one was there. If you give residents the opportunity to report problems as soon as they see them, I believe it will bolster the CDD's strength in fending off liability issues.

Mr. Golgowski stated this is a good comment and perhaps the staffing adjustment will assist in focusing on the point of contact as well.

Ms. Snyder asked is there voice mail at the Welcome Center?

Ms. Kassel responded there was not an opportunity to leave a message after hours.

Mr. Haskett stated there are five existing information boxes and if the District Manager can provide the most current contact information, we will gladly handle this as we agree the information needs to be there. The Welcome Center recently experienced a reduction in force due to the market. Therefore, we are under-staffed, and the current staff members are probably not the best people to rely on for appropriate handling of these issues since they are sales and administrative people who are capable of taking notes. However, if there is a system in place, we have a much better chance of tracking it and ensuring it is handled appropriately.

Ms. Kassel stated I want to know how the boat agreement will be noticed to residents. This may be premature since you are going to hold a workshop first.

Mr. Qualls stated we have a draft agreement which I distributed earlier and I have an extra copy, but I believe the two agreements contemplate there is someone there after dark. I do not believe you can take a boat out on your own.

- Mr. Kassel asked will the residents be noticed in some way with regards to the change in policy?
- Mr. Qualls responded there is going to be a rulemaking workshop which will be publicly noticed.
  - Ms. Kassel asked where will this be noticed?
  - Mr. Qualls responded it will be noticed in the newspaper.
  - Ms. Kassel asked are you referring to the Harmony Notes?
  - Mr. Qualls responded it will be noticed in a newspaper which is circulated in the county.
  - Ms Kassel asked which newspaper will it be noticed in?
  - Mr. Moyer responded it will be noticed in the Orlando Sentinel.
  - Ms. Kassel asked will it be noticed to residents any other way?
  - Mr. Moyer responded we will post it on the web site if it is up and running.
  - Mr. Qualls stated there are no other legal requirements for public notice.
  - Ms. Kassel asked what about the sign issue?
- Mr. Haskett responded we will ensure any information is placed in the Harmony Notes as long as we have space. We are the media conduit, but we just need the appropriate information for placement.
- Mr. Peach asked does it make sense for us to provide for automatic copy of the legally required statutory notice to the Harmony Notes?
  - Mr. Moyer responded this can be done.
- Mr. Golgowski stated the Harmony Notes is a monthly newsletter with a deadline at the beginning of the month for the next month. Therefore, if we want to get something in the April edition, we need to receive it by next Wednesday.
  - Ms. Kassel asked who will administer the boat agreement?
  - Mr. Qualls responded I believe it will be administered by the dock master.
- Ms. Kassel asked can you explain the purpose of the LED monitors for the new security camera system?

Mr. Haskett responded since it is internet-accessible, it does not appear to be necessary, but you definitely need a monitor when you are on site. If you are passing by and want to check the system quickly, it is in front of you and allows for on-site programming. In order to download the information, you must have the monitor with you. It is a minimal cost compared to the entire system in order to ensure it functions properly.

Ms. Kassel stated I have a 19" monitor which I will be happy to donate to the CDD for this purpose.

Mr. Golgowski stated perhaps they are willing to adjust their bid.

Mr. Moyer stated perhaps you can get with Mr. Haskett to ensure it all integrates and functions.

Ms. Kassel stated I wanted to give it to my husband, but it is not a high-resolution monitor and he cannot use it.

Who is going to be responsible for monitoring it in terms of the CDD?

Mr. Moyer responded it all goes back to staffing and budgeting issues during this transition period. Since we tried to be frugal in putting the budget together last year, there is not a large amount of surplus funds in the budget, and we are just starting the process.

Mr. Haskett stated for clarification, it has a recording capability with two purposes. First of all, the camera is obvious, and someone is going to know if they are considering doing something they are going to be recorded; secondly, it is recorded for police enforcement to be able to go back and look at it. It does not provide immediate monitoring service, unless someone is watching via the internet capability. The idea is to be able to go back and look at who was involved with something.

Ms. Kassel stated this is not attended to by staff.

Mr. Moyer stated I do not believe you want to pay for someone to watch this monitor 24 hours per day.

Ms. Kassel stated this is not what I mean. When you are looking at hiring new staff to handle various responsibilities, I suggest adding someone for one or two hours a couple of evenings per week with the responsibility of driving around as a security person. I just wanted to put this out there as a possibility.

Mr. Qualls stated although this is a great suggestion, the District is the entity which maintains the infrastructure, but they do not have enforcement power.

Mr. Moyer stated other communities actually contract out with the Sheriff's office at a cost of \$40 per hour, which is expensive.

Mr. Peach stated there are two other possibilities. The HOA in Verandah Park in Orlando elected to provide a process through their dues to hire off-duty Orlando police officers to survey and cover the area on a 24-hour basis. As a result, they have seen a large decrease in crime. Some communities have elected to conduct a voluntary program in conjunction with their local police department, as a second approach. The citizens themselves go through a training academy which is provided on a voluntary basis.

Ms. Kassel stated a third option is to assign a staff member to monitor and report to the police any issues which appear to be evolving. This person can drive through the neighborhoods to monitor and ensure everything is safe; and all residents will be aware this is taking place. There are no enforcement duties whatsoever. They are there to monitor the area and if there is something developing or in process, they need to report it.

Ms. Snyder stated we have Neighborhood Watches in some areas. For example, I try to e-mail residents in my neighborhood to let me know if they are going away for a few days. This seems to have made people feel more comfortable and has helped them in a few instances, and there is no cost involved. Perhaps we should get more involved with this type of program.

Mr. Golgowski stated this appears to be a community issue as opposed to a CDD issue, although we certainly have some facilities here in which a Neighborhood Watch or Property Owners' Association can address on a broader base.

- Ms. Kassel stated I did not see the window signs for the CDD meetings.
- Mr. Moyer asked is this standard procedure?
- Mr. Golgowski responded I believe it was done in the past, but I am not certain whether or not it was done today. This may relate to the Welcome Center's reduction in staff.
  - Mr. Moyer asked was this handled by the Welcome Center staff?
  - Mr. Golgowski responded I believe so.
  - Mr. Moyer stated the District Manager does not have on-site staff to do this.
- Ms. Kassel stated since Mr. Tome has offered to put up any signage you ask for, perhaps the District Manager can ensure they communicate as part of the process of sending the agendas to the supervisors to send an e-mail to Mr. Tome asking him to post signs with regards to the meeting date.

With regards to election of residents to the CDD Board, I want to know what needs to happen for this in the upcoming months.

Mr. Qualls stated I will direct you to the appropriate statute after this meeting, which will indicate how the process works.

#### TENTH ORDER OF BUSINESS

Approval of the January 2008 Financial Statements, Requisitions, Invoice Approval #94, Invoices and Check Run Summary

Mr. Peach stated I do not recall seeing additional insurance certification before, and I presume it relates to the bond issue in terms of information storage. It indicates, *Professional Services Rendered to the District for Centralized Document Repository for Client Filings*.

Mr. Moyer stated I will look into this, but it probably is an imaging issue for District storage.

Mr. Peach stated this is what it appears to be, but I do not recall seeing it before. I am not concerned with it, but I am curious what it was for.

Mr. Golgowski stated it appears to be an annual charge.

Mr. Peach stated since it involves digital assurance certification, perhaps it relates to electronic repository.

Mr. Moyer stated dissemination services are related to bonds.

Mr. Peach stated it probably involves tracking and storage with regards to the bond issue.

Mr. Moyer stated you are absolutely correct. It involves dissemination to all repositories and investors and links to and from client web sites, which is part of our Continuing Disclosure Agreement as required for the bond sale.

Mr. Peach asked did we budget for these ongoing fees of \$500?

Mr. Moyer responded that is correct. It is done on an annual basis.

There being no further discussion,

On MOTION by Mr. Peach seconded by Ms. Snyder with all in favor, the January 2008 Financial Statements, Requisitions, Invoice Approval #94, Invoices and Check Run Summary were approved.

# **ELEVENTH ORDER OF BUSINESS**

# Adjournment

There being no further business,

On MOTION by Mr. Peach seconded by Ms. Snyder with all in favor, the meeting was adjourned.

Kenneth Peach Gregory Golgowski

Assistant Secretary

Gregory Golgowski Vice Chairman