# MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, August 30, 2012, at 6:00 p.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Robert D. Evans

Mark LeMenager

Steve Berube

Kerul Kassel (by phone)

Ray Walls

Chairman

Vice Chairman

Supervisor

Supervisor

Supervisor

Also present were:

Gary L. Moyer Manager: Moyer Management Group
Tim Qualls Attorney: Young vanAssenderp, P.A.
Greg Golgowski Harmony Development Company
Todd Haskett Harmony Development Company

Garth Rinard Davey Commercial Grounds Management

Aaron Smith Insight Irrigation

Shad Tome Harmony Development Company

John Rukkila Davey Commercial Grounds Management

Roll Call

Residents and members of the public

#### FIRST ORDER OF BUSINESS

Mr. Evans called the meeting to order at 6:00 p.m.

Mr. Evans called the roll and stated a quorum was present for the meeting.

## SECOND ORDER OF BUSINESS

Approval of the Minutes of the July 26, 2012, Regular and Workshop Meetings

Mr. Evans reviewed the minutes of the July 26, 2012, workshop and regular meeting and requested any additions, corrections, notations, or deletions.

Mr. Qualls stated page 23, the last paragraph before staff reports should read, "direct District-collected roll."

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to minutes of the July 26, 2012, regular meeting.

Mr. Evans stated page 3, the second line of my statement should read, "one landowner and over another class."

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to minutes of the July 26, 2012, workshop.

#### THIRD ORDER OF BUSINESS

#### **Audience Comments**

A Resident asked what is the status of the playground in the Green neighborhood?

Mr. Haskett stated it should be installed by Monday or Tuesday of next week.

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

# **Subcontractor Reports**

- A. Aquatic Plant Maintenance Bio-Tech Consulting
  - i. Monthly Highlight Report

Mr. Golgowski reviewed the monthly aquatic plant maintenance report as contained in the agenda package and is available for public review in the District Office during normal business hours.

## ii. Grass Carp

- Mr. Golgowski stated they added about 90 fish to the selected ponds this last month.
- Mr. Berube stated we chose select ponds. Do all ponds have carp in them?
- Mr. Golgowski stated yes. They were all stocked about six years ago.
- Mr. Berube stated we chose selected ponds this time. Should we expand the stocking of the ponds?
- Mr. Golgowski stated as I learn about these carp, they eat more when they are young. When they get big, they slow down, and they can grow quite large. From time to time, we should be adding more carp to some ponds.
- Mr. Walls stated I remember Mr. Larry Medlin suggesting these particular ponds because they needed some extra attention. He will let us know later if he notices more ponds that need carp.
  - Mr. Evans asked what is the longevity on these carp?
- Mr. Golgowski stated if they are not bothered by anything, they will probably live six to eight years.
- Mr. Berube asked is it likely that people fishing will pull them out, or are the fish not attracted by regular lures?
- Mr. Golgowski stated probably not. They are not a surface feeder. They chew on plants and material, not worms or bait.

### **B.** Landscaping

## i. Davey Commercial Grounds Management Monthly Highlight Report

Mr. Rinard introduced himself as the Branch Manager for Davey Commercial Grounds Management, a division of The Davey Tree Expert Company with offices in Celebration, Florida. Mr. Rukkila is the site supervisor for Harmony, responsible for the day-to-day functions and completion of tasks. About five weeks ago, this Board fasttracked the timeline and offered us a challenge to begin early. In the four weeks that we have been here, we hope we have met your expectations for this time period. We look forward to a long-lasting relationship in continuing to move things forward. Working with Mr. Haskett, we have put together some schedules. I will describe how we are set up and what our plan is for the property. I provided a synopsis of the scope of services for the contract laid out for the next 13 months, frequencies, projected dates, and timelines. This is subject to change a little based on seasonal conditions and other variables, but for the most part, this is what we expect to be operating by. Page 2 lists the crews that will be providing most of the work: the mow crew, the detail crew, and the weed/spraying crew. For the mow crew, we broke down the property into five zones and labeled them for each day according to the day of the week. Monday is zone 1 through Friday, zone 5. This takes us from the east side of Five Oaks Drive into Cat Brier, through the back area, Lakeshore Park and Schoolhouse Road, up to the entrance and finishing in the front along U.S. 192 at the end of the week. The detail crew is on a three-week rotating cycle, and the property has been broken into 15 zones. The zone descriptions are included. As we scheduled this, the whole idea was to maintain some consistency as we are moving through the property. The weed/spray person is doing the same zones, but he is doing them in the opposite direction, so there is some crossover through the detail areas and the bedding areas during those three-week periods. The last page identifies not only the work schedule by the zones and the crew but also the weekly basis when certain paths and scope items are due and should be done within a particular week. We also noted the event schedules so we know what events are coming up. For example, September 22 is the Park Square Homes model grand opening and September 25 is Politics in the Square. Mr. Rukkila has this information and it is part of our planning and making things happen for you. This schedule will begin next week, these previous weeks in August, we have been basically getting a feel for the property, putting this program into place at a certain level, picking up some of the areas that had been looking neglected, and doing some clean up

along the way, including efforts along U.S. 192 and the backside fence areas throughout the parks and the community. Hopefully we have, at the very least, met your expectations for this first initial stage of being here. We thank you for the opportunity.

Mr. Evans stated it sounds like we hired the right company.

Mr. Berube stated so it seems. I noticed an immediate change, and so have several others. I recognize we are way behind, and I think Davey has ramped up quickly. I noticed a lot of new trucks, equipment, trailers and people. It is a welcome change to sit here at a Board meeting and not have to be chastising the landscaping company.

Mr. Rinard stated hopefully it never comes to that. I will share a quick story with you. The Friday before we were to begin, August 3, I sent an email to my corporate office because we were trying to get everything together. We had some trailers manufactured. They were ready locally, but checks are issued through our corporate office. I requested an update Friday morning and the response was, "What trailers?" That caused a little bit of anxiety but we got them here in any case. It was a little bit of a challenge, but we are beyond that. Our next challenge is getting through the "honeymoon period" and getting into the regular maintenance. Most contractors will always have this initial push. The key is on the backside and keeping it going. One of the things we felt was lacking previously was a strong onsite supervisor, staying on track and having a plan to be able to put into place. If you do not have a plan, you do not know where you are headed, you do not know where you have been, and you do not know what you are doing. This helps keep us moving and steering in the right direction.

Mr. Berube stated I have not heard anything negative from Mr. Haskett, and I see a smile on his face.

Mr. Haskett stated I am very pleased with the work so far, and I am sure it will continue that way. I prepared myself for a couple months to assist them through a learning curve, but honestly there has not been a learning curve. They got started right away, and I think the property is looking fantastic. There are still some areas where they need to make up from the previous contractor, but Davey is getting right on it, and I am extremely happy.

Mr. Walls stated I appreciate Davey starting early and helping us out when we were in a pinch. That was great.

Mr. Berube stated I agree.

Mr. Walls stated my mom comes here from time to time to visit her grandkids, and she was here this week. Her unsolicited question was to ask if we changed landscaping companies because it looks great. You have been doing a great job; keep it up.

Mr. Rinard stated thank you; that is good to hear.

## ii. Insight Irrigation Update

Mr. Haskett stated Mr. Smith has been doing our mapping for the irrigation valves throughout the property. I am happy to say that it is complete.

Mr. Smith stated the contract for mapping is complete. There were some hurdles that we ran into, namely landscape and boxes that had not been located in years. When they are grassed over, it can be difficult to locate them. That being said, we found them and located them. This project started in April, with more intense efforts starting in May. I have been working a lot with Mr. Rick Druckenmiller, once a week for the last couple months. I feel I gave him some valuable information, and I think he has learned a lot. We identified a lot of issues on the property, and we were able to resolve them. I think it was good for everyone involved. One of the primary things we did was map the entire project. One of the biggest reasons why we even did this in the first place was to quickly address problem areas. If someone is driving by and sees something wrong with the irrigation, you need to stake a flag, go to the controller to figure out what zone it is, determine if it is something wrong with the valve, and then go find the valve which could literally take a full day to find these problem areas. I think this solves a lot of that, plus it makes a record for whomever is on site. Whoever is working on site can access the information, and Mr. Haskett is the keeper of the information. The primary device that we worked on was an Apple iPad. This works on almost any device. I use it on my laptop and my phone. I will give you a brief demonstration of what it looks like, whether you are on an Android, a Blackberry, or whatever. It all works the same way. If you have ever used Google maps or Google Earth, what you see is a zoomed out view. As we pinch the zoom, we start seeing all the items that we located. The pins are actually valves, and the shaded area is the actual irrigated area. We completed this for all the valves throughout the property which meant literally going and finding each of them. The little blue dot is your location, so if you do not know where you are on the property, this little blue dot shows you. To determine what zone you are near, you tap on the icon that brings up the information on the side. It also brings up an image of that zone; we took pictures of every zone out here. For example, if you walk outside this building and tap the icon for the park, it will tell

you it is zone 22, on the Harmony Square controller, a bubbler zone, and the actual precipitation rate data that is in Maxicom. You can also look up the original design files. This gives your staff access to the information right at their fingertips. All the files are your files and are stored on Google databases. It is totally free; there are no maintenance fees, and I will not need to come back for any updates or maintenance. This is all your information, and the value is in the information. On the surface, some may wonder what the point is, but I think it is a valuable tool. I have been a contractor for over 20 years, and if I was going to a property this size, I would want to have this information. You can also add information when you replace or change a valve. You can add notes or change the icons to yellow for the ones you want on your repair list. You can pull up the information on the Google map interface. This was a fun and challenging project, and I really appreciate the opportunity to serve you.

Mr. Berube stated Mr. Druckenmiller is working with an iPhone. I realize when you work on these small screens, it can be challenging. I think it would be more advantageous for Mr. Druckenmiller to have an iPad or some sort of tablet.

Mr. Smith stated I would comment that in my original proposal, I suggested that you get an iPad for Mr. Druckenmiller. They can be stored in water-resistant cases, and they will make it a lot simpler. It works the same, but the screen is bigger on a tablet. You can get an iPad for about \$500 with a maintenance plan of \$15 per month with connectivity anywhere.

Mr. Berube stated I am trying to make it more advantageous for Mr. Druckenmiller. If it is too hard for him to use on a smaller phone, he might be somewhat resistant. We already spent the time and money getting this project complete, so we may as well use it. I presume Mr. Druckenmiller knows how to make all these changes and additions.

Mr. Smith stated I spent some time with both Mr. Druckenmiller and Mr. Haskett on how to use this program. Mr. Druckenmiller is very excited about using it. We cautioned him to use it but not to add any information until after we made this presentation. I have all the information archived.

Mr. Haskett stated it is a great time-saving tool. When I go out in the field all day, I can highlight an area where I see an issue, and it flips the information to his phone, he can go out and check it at his leisure and change the color back, which tells me he has fixed it.

Mr. Berube asked everything is operational?

Mr. Smith stated yes.

Mr. Berube asked was the original cost for this project \$6,000?

Mr. Smith stated yes. When we looked at the original database, it indicated there were 360 zones. Over time, some changes were made. For a lot of controllers, they took two physical zones in the field and put them in one site. I had no way of knowing there were controllers because everything was doubled. We spent some time addressing that. We found some controllers that had not worked in quite some time, perhaps due to lightning strikes and other events that happened earlier. I assisted in repairing some of those. There were a few that took about a day to get them operational. Everything has been documented and it is there for you to use.

Mr. Walls asked is there open access for the mapware?

Mr. Haskett stated it can be.

Mr. Walls stated I was curious who has access to it and who can update it.

Mr. Haskett stated Mr. Druckenmiller and I are the only ones who can update it. The general public can look on the map to see zones, but you will not have the ability to change anything.

Mr. Smith stated there are assigned permissions, as well as the ability to edit and read-only access.

Mr. LeMenager stated this would be something to add a link on our website.

Mr. Berube stated this is not broken down into sprinkler heads. It is just valves, controllers and solenoids.

Mr. Smith stated all the blue pins are RCVs, Remote-Controlled Valve. Those are the buried devices. It does show where the valve is within a small radius. There are three forms of verification. There is the actual label, the zone identification, and the actual image and shape. It is also a free application.

## C. Dockmaster/Field Manager

# i. Maintenance and Field Activities Report

Mr. Haskett reviewed the monthly field activities report as contained in the agenda package and is available for public review in the District Office during normal business hours.

# ii. Buck Lake Boat Use Report

Mr. Haskett reviewed the monthly boat report as contained in the agenda package and is available for public review in the District Office during normal business hours.

Mr. Haskett stated Mr. Thomas Belieff informed me that the battery needs to be replaced again on the solar boat, which will be about \$1,100 to replace.

Mr. Berube stated a year ago, we contemplated selling the boat, and I suggested we keep it and see if anyone uses it. That did not happen. I am now of the opinion that rather than spending any more money on it, we ought to liquidate it. No one wants to use it, which is why the batteries are dying because it is just sitting there.

Mr. LeMenager stated I have certainly been consistent for all four years that I have been on the Board. On a per-use basis, that boat must cost hundreds of dollars, so it is not cost effective at all.

Mr. Berube stated we have a number of items that go in the water that do not get used a lot, but this will cost money to just let it sit there. Apparently, no one wants to use it.

Mr. Walls stated I have no problem with selling it.

On MOTION by Mr. LeMenager, seconded by Mr. Berube, with all in favor, unanimous approval was given to declare the solar boat surplus property and to direct staff to liquidate it.

Mr. Berube stated I think it is a shame because it is a great idea.

#### iii. Miscellaneous

Mr. Haskett stated the water feature is slowly being repaired. The computer arrived at WESCO Fountains. We are waiting on their programmer to program it. I am hopeful it will be here tomorrow. They were here to perform some additional modifications to it. At the last meeting, I mentioned there were two options for replacing the computer. Original equipment is \$4,200 and new, updated equipment is \$3,200. I chose the second option, which will give us more information on how much it fills, how much power it uses and other information for less money.

Mr. Berube asked when it is finished, will we have about \$8,000 involved in this repair?

Mr. Haskett stated we are at about \$6,000.

Mr. Walls asked are there invoices from Roberts Pool Service and WESCO Fountains?

Mr. Haskett stated yes.

Mr. Walls asked what is the breakdown of items?

Mr. Haskett stated there is the filter motor and pump and the feature motor with a computer, variable speed drive. The item that caused the whole issue was the sump pump, which has been replaced. That was a Grainger item for about \$100.

Mr. Berube stated we have been doing business with WESCO for years, and yet they still require a deposit. They are the only people in that business. It irks me that we have to pay it.

Mr. Haskett stated that was the original reason I went with Roberts for the motor and the pump, which ended up being less expensive anyway. I initially went to WESCO and they would not do it without a deposit.

Mr. Berube stated at least you tried.

#### FIFTH ORDER OF BUSINESS

# **Developer's Report**

#### A. Lakeshore Park Enhancements

Mr. Tome stated we are proceeding forward and are in the process of finalizing all the bids and contracts. The Dock-Ters is going to do the boardwalks and bridges, and they have received verbal approval for the bridge portion from SFWMD and are in the process of going to the County to finalize the permit to proceed with that. The bridges will be the first two things constructed. We are still working with Boyd Civil to help us modify the permit that needs to happen for SFWMD for purposes of installing the boardwalks. Once that is complete, then we can get the permit from the County to construct the boardwalks. We are finalizing the sidewalk portion around the lake, as well. We are taking the advice of pursuing concrete versus using shell, and we are on our fourth concrete vendor in providing us with numbers. We continue to fine tune those numbers. Once all that is together, we will come back and report that we have everything we need and are ready to proceed. We anticipate the bridges to be the first thing and should be started shortly once he picks up the permit from the County.

Mr. Berube asked is concrete likely to be a similar price to the shell?

Mr. Tome stated no. We have been looking at the possibility of modifying the plan for where it goes and how it goes, but still having it be one mile. That was one of the things that Mr. Golgowski was interested in doing, rightly so, in order to mark it one-quarter mile, one-half mile, and so on, to make it worthwhile for people to use while

walking and jogging. It will require a bit of a routing change to be able to change a little bit of how much surface goes down but to be able to use concrete and have it five feet wide so that it is usable for passing purposes. We think that will be a better end product than using shell, after taking the advice from the last meeting.

Mr. Walls stated I think that will look a lot nicer.

Mr. LeMenager asked did the original plan have it going all the way around to the end?

Mr. Tome stated yes, it was shell going towards parcel F.

Mr. LeMenager stated not the one you showed us recently; the one from quite a while ago did not show it going all the way around. I support having concrete. The path to the school is in a nice location, but when it gets wet, it is a mess.

Mr. Berube stated there are weeds, and concrete would be better.

Mr. Tome stated we are getting much closer, and there is a good chance that by the next meeting, there could be work being started on the bridges.

Mr. Berube stated thank you for changing to concrete.

#### **B.** Miscellaneous

Mr. LeMenager stated I sent an email regarding work that was done on CDD property at the request of Park Square Homes. I simply wanted the opinion of the other Board members on that. The point was made very clear by the Chairman that the CDD should not be doing anything for the benefit of one landowner over others. Frankly, I think it looks terrible. It looks like what it is, a piecemeal job designed for only one house with no plan as to how the entire area would look. I thought the bounds were overstepped in this case.

Mr. Berube stated I read the email stream and I saw the mess, or the clearing, that took place. That was maybe an inappropriate move. I think we need to give builders and the development company a little slack in trying to accomplish things. I am not sure this is to the benefit of one landowner over another. I appreciate Mr. LeMenager's point, but I do not see it as that big of a deal. It will come back anyway.

Mr. LeMenager stated if we are going to clear it, then we should make it look uniform. Right now, it is not uniform.

Mr. Berube stated it looks like someone cleared a path for that house to look out the back.

Mr. LeMenager stated the next thing I am wondering is if they are going to put flags in the back of the house. What is the point of having a nice view from the back? Personally, I think they ruined the view for that particular house, but that is an aesthetic matter.

Mr. Tome stated it is going to be a model home, and that is what the purpose of the plan is. Innocently, when the conversations started, it was not for the betterment of that particular lot but for the efforts of being able to sell real estate in the community. We did not look at it as improving the view from this particular home as it was providing an open exposure for flags and such, so when people pull into the community, they are aware of the fact that this is an opportunity to look at this home to buy real estate in the community. They bought a few lots in the community and they made some commitments for take downs. It seemed like a good idea to do. Mr. Golgowski and I discussed it. We removed a vine, not any protected species or anything that was of any caliber. What is there will grow back, if that is the desire. It was never intended to do anything for that one specific lot's appeal but being able to have a marketing window so they had some opportunity to continue to invest in the community and buy out the remaining 24 lots that are in that neighborhood, for the betterment of everyone. It will increase the property values and get new residents in the community.

Mr. Walls stated I did not even notice it until I saw the email, and I drive by it every day. I do not think it looks that bad. To be on the safe side, next time, you should come and ask us if you are going to modify CDD property. I would have voted in favor of it, but I do not think it is that big of a deal. Had I heard the explanation, I would have been in support of it.

Mr. Berube stated I noticed it right away because we walk there. My only thought was, there is a window cut out of a row of green. If you are going to clean it up a little, then you should clean it all up.

Mr. Haskett stated that was the plan, was to get to the point of cleaning it up. Then we received Mr. LeMenager's email, so we stopped until you could discuss it.

Mr. Berube asked is the plan to continue and make it all look uniform?

Mr. Golgowski stated it will be focusing on vines in the trees. I agree that the ground clearing was a little heavy. Going forward, we will take the vines out of the trees so you can see through the trees a little more.

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Mr. Evans asked is it a kudzu or grapevines?

Mr. Golgowski stated grapevines.

Mr. Evans stated those will damage the trees, so you need to cut them if you have an opportunity, because those vines will choke out the trees.

Mr. Golgowski stated that is correct. That strip is being managed for its wildlife connection and balance, so all of it is good, but it had not been cleaned in a long time.

Mr. Evans stated I value your judgment. You are not going to do anything detrimental to anything or anyone. It is all for the betterment of the community as a whole. I have no reason to question your decision or judgment. I understand what everyone is saying that procedurally, you probably should have come to the CDD first. Sometimes, you just need to act. I do not see this as a big issue. If you had cut down 30 acres and plowed it up, that is different.

Mr. LeMenager stated I do not see it as a big issue. The point to make is, it was done on a piecemeal basis, which I think was just mentioned. It should be part of a bigger plan if we want to actually change the look of it.

Mr. Tome stated we cut a little to see how it would look, like trying to get a stain out of a shirt where you try an area that is not seen. When we did it, as Mr. Haskett indicated, we stopped because it looked like we were doing something we should not be doing. We wanted to start in one location first and see what the look was going to be. To Mr. Golgowski's point, we did go a little low on the ground cover, which will grow back.

Mr. Evans asked will you go back in and do some cleanup, enhancement and restoration so it does not look nearly so stark?

Mr. Golgowski stated it is an old ditch line, and it has a big bank in front of it. The person who cleaned it out said it had the biggest bullfrogs he had ever seen. It is a functional area.

Mr. Berube stated I am in favor of cleaning up the whole strip and making it look uniform rather than having this window.

Mr. LeMenager stated that would be my preference, as well. It does stand out.

## SIXTH ORDER OF BUSINESS

Public Hearing to Adopt the Budget for Fiscal Year 2013

### A. Fiscal Year 2013 Budget

Mr. Evans opened the public hearing for adoption of the budget for fiscal year 2013.

Mr. Moyer stated for the benefit of the residents, we had a very good workshop last month to discuss the budget. The end result is that the non-ad valorem assessment that appears on the real estate tax bill each year from the property appraiser will not show any increase in the District's non-ad valorem assessment. We are charging exactly the same as we charged last year. We spent a lot of time reviewing each line item in the budget and made the necessary adjustments that the Board suggested. We are ready to consider the adoption of the budget, pending the Board's discussion and any public input.

Mr. Berube stated projected assessment income for fiscal year 2012 is \$1.53 million. The budgeted assessment income for fiscal year 2013 is \$1.465 million. The total assessment income is decreasing.

Mr. Moyer stated that is correct.

Mr. Berube asked why?

Mr. Moyer stated the debt service assessment increased. We made that adjustment to keep the overall assessment flat.

Mr. Berube stated I could not remember the reason. That was the discussion we had last month.

There were no public comments.

# B. Consideration of Resolution 2012-03 Adopting the Budget

Mr. Moyer read Resolution 2012-03 by title into the record.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to Resolution 2012-03 adopting the budget for fiscal year 2013.

**C.** Consideration of Resolution 2012-04 Imposing and Levying the Assessments Mr. Moyer read Resolution 2012-04 by title into the record.

On MOTION by Mr. Berube, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to Resolution 2012-04 imposing and levying the assessments for fiscal year 2013.

Mr. Evans closed the public hearing.

Mr. Moyer stated there are blanks in these resolutions because we did not know if the Board was going to change anything. I will fill in the resolution with the assessment amounts taken directly from the budgets.

#### SEVENTH ORDER OF BUSINESS

### **District Manager's Report**

#### A. Financial Statements

Mr. Moyer reviewed the financial statements, which are included in the agenda package and available for public review in the District Office during normal business hours.

Mr. Moyer stated we have collected all of our non-ad valorem assessments, whether they are District collected or collected by the tax collector. We are currently operating the District with a positive expenditure variance of \$37,233. We are not going to be adding very much money to fund balance this year, but we are still under budget.

# B. Invoice Approval #148 and Check Run Summary

Mr. Moyer reviewed the invoices and check summary, which are included in the agenda package and available for public review in the District Office during normal business hours, and requested approval.

Mr. Moyer stated I would like to add an invoice from Bio-Tech Consulting for \$505 for stocking the grass carp.

Mr. Berube stated Insight Irrigation came in this month looking for final payment. The initial contract was \$6,000. We paid 10% on June 18, which brings us to \$5,400, but the final invoice shows \$5,600. It is \$200 off. That is why I asked Mr. Smith the original contract amount. The June 18 check run shows it is 10% of the contract.

Mr. Moyer stated we will check on that.

Mr. Walls stated I noticed that, also. I think it may have been that the original invoice they provided last month had a different amount and we actually paid more than what was on the invoice last month.

Mr. Berube stated we did not pay anything on this.

Mr. Walls stated I meant the invoice when we paid the 10%, a month or two ago.

Mr. Evans asked did we perhaps pay \$400 instead of \$600?

Mr. Berube stated no, we paid \$600.

Mr. Walls stated I think we paid more.

Mr. Berube stated I looked back in the notes, and it is very clear in the narrative.

Mr. Walls asked did we pay what was on the invoice or did we agree to pay more?

Mr. Berube stated no, we paid \$600, and the note says it represents 10% of the contract amount.

Mr. Evans stated it sounds like a clerical error that needs to be corrected.

- Mr. Qualls stated there is a provision in the contract, which he also mentioned, for extra work that had to be done. The contract indicates that additional services provided by Insight Irrigation, if utilized by the District, shall be billed at a rate of \$95 per hour, and the District Manager shall approve such additional services in writing.
  - Mr. Walls stated I believe those are on separate invoices for additional services.
- Mr. Haskett stated I agree and I think it was just a clerical mistake on my part as well as his. If you would like, we can pull the invoice.
- Mr. Berube asked can we just change the amount? Does Mr. Haskett agree that it should be \$5,400?
  - Mr. Haskett stated yes, it should be \$5,400.
  - Mr. Berube asked can we do that?
  - Mr. Moyer stated yes, you can authorize payment of \$5,400 against that invoice.
- Mr. Berube stated it is actually the correct amount. Last month there was a bill for \$1,304 for Southern Play Systems, which was the developer reimbursement.
  - Mr. Haskett stated that is correct.
- Mr. Berube stated the CDD paid for it. I am not saying anyone did anything wrong, but if someone wanted to follow how this was reimbursed, how does one follow that through?
- Mr. Haskett stated there was a check sent to the District. There is also a copy of the check in the agenda package.
  - Mr. Berube stated I thought that was for this month's reimbursement.
  - Mr. Haskett stated it is.
- Mr. Berube stated I saw the one for \$13,000. I didn't see one for this one, so I am asking.
  - Mr. Haskett stated there should be a note in the summary, as well.
- Mr. Berube stated I did not see it. I saw this month's reimbursement and how it took place, but I did not see the other one. Last month I provided some OUC bills to Mr. Moyer that had deposits on them. They are still showing on this month's invoices.
- Mr. Moyer stated I did not receive a report on that. I sent it to accounting, and I will follow up on it.
  - Mr. Berube asked did you give it to Severn Trent?
  - Mr. Moyer stated they provide the accounting services.

Mr. Berube stated I would suggest you get that information back from them and ask Ms. Burgess to take care of it, like she did for the other OUC issue we asked her to do. Last month, there were some FedEx invoices that were to be billed to Harmony West CDD and Harmony Central CDD. Did we short pay them last month?

Mr. Moyer stated I will check on that. Those types of things are usually done in the routine processing of those invoices.

Mr. Berube stated Luke Brothers has an invoice in this package that is astounding.

Mr. LeMenager stated I had the same comment.

Mr. Berube stated Mr. Haskett did not approve these. There are two in the agenda package. One is for a full month's service for July and some other services for August that does not make sense.

Mr. LeMenager stated I agree. I think we all noticed that one.

Mr. Berube stated my point is, certainly in July, we did not receive the level of service that we anticipated. Once we made our decision in June to change landscape contractors, things went downhill pretty quickly. I am not sure they are owed their entire invoice for July's services. I will leave it up to Mr. Haskett for his commentary. The August bill looks like a "hail Mary" pass hoping that someone will make a mistake and just pay the \$16,000 bill. There is something wrong.

Mr. Haskett stated I think we all agree that July and several months prior to that were not the best service. I would not know how to provide or suggest a deduction for that level. They were doing what they knew was best at the time.

Mr. LeMenager stated we discussed this last month, and I thought that the feeling of the Board last month was to just draw a line under this and say goodbye to them. the July invoice is fine to pay, but the August bill is a joke.

Mr. Evans asked what is the \$2,000 invoice?

Mr. Moyer stated we purchased their storage unit.

Mr. Berube stated that did not come before the Board. It just made sense to purchase it. That comment is in the narrative.

Mr. LeMenager stated Mr. Haskett took the initiative to purchase that, which is fine.

Mr. Berube stated our storage unit is full.

Mr. Evans stated that is fine. I just did not remember discussing this item.

- Mr. Moyer stated in the email where Mr. Haskett requested this, there is probably another email where I approved it.
  - Mr. LeMenager stated I saw it, and it seemed like a reasonable thing to do.
  - Mr. Berube stated it was priced fairly. What about the August invoice?
  - Mr. LeMenager stated in theory, they worked for two days that month.
- Mr. Berube stated it looked like they prorated some things. For mulch installation, they are charging \$7,250 for mulch that they never finished last year, and now they are invoicing us for mulch installation. It does not make sense. They are charging \$1,437 for tree pruning, but they have not touched trees in six months.
  - Mr. LeMenager asked how many days were they actually here in August?
  - Mr. Berube stated maybe four. How many days did they have 14 people here?
  - Mr. LeMenager asked what date was Davey's first official day here?
  - Mr. Qualls stated August 6.
  - Mr. LeMenager stated so they were here for five days.
  - Mr. Walls asked were they here over the weekend?
- Mr. Haskett stated it was only three days. I think the major discrepancy and the main reason I did not put an approval stamp on it was all their previous invoices were very descriptive by line item, and the only thing comparable to the August invoice was the seasonal color program. All the other items were obscure numbers.
  - Mr. LeMenager stated I suggest you send it back to them and ask them to explain it.
- Mr. Berube stated or we can send them a check for \$200 for the seasonal color program that maybe was accomplished. I cannot see paying anything else on this invoice.
- Mr. LeMenager stated they were our service provider for, in theory, five days of August, which is one-sixth of the month.
  - Mr. Berube stated it was three working days.
- Mr. LeMenager stated there are only 20 working days in a month, if you want to look at it that way. There are two ways of looking at it. Their normal monthly bill is \$36,000, so we could offer them one-sixth of that, or \$6,000 and agree to end our relationship. Otherwise, we would need to demand a detailed itemization of why they think we need to pay \$16,000.
- Mr. Berube stated we already agreed to just pay the July invoice. What does Mr. Qualls think?

Mr. Qualls stated I think this is a policy decision of the Board. I will report that I had a couple discussions with Mr. Pete Lucadano. First, I thought they were professional and they signed the letter agreeing to leave early. They did not put up a fuss about it, and I do not know how you assign a dollar amount to that. Second, my understanding in talking with Mr. Lucadano was there would be a way to prorate the August invoice, such as what Mr. LeMenager was suggesting. Mr. Lucadano mentioned tortious interference with a business relationship that had something to do with Davey interviewing Luke Brothers employees. Mr. Lucadano mentioned that it happened without permission of the staff manager and it happened during business hours. I am just reporting to you what I heard. I am not saying that is the case. I am not saying that what Mr. Lucadano says gives rise to any action against the District. I do not see that there is any claim against the District, although I have not spent a lot of time at this point researching it. I think this is a policy decision that the Board has to factor in. Legally, as long as you are logical and you are paying the prorated portion, to me, that is a logical way to handle that.

Mr. Berube stated Mr. LeMenager mentioned one-sixth. How did you get to that? Three days out of 20?

Mr. LeMenager stated no, five days out of 30. Typically in finance, you use 30-day months, even though some have 31 days.

Mr. Evans stated I also want to look at the scope. I understand Mr. LeMenager's approach to one-sixth. Did they actually perform any of these tasks during those five days?

Mr. Berube stated no.

Mr. Evans stated I could understand if they had ground maintenance for one-sixth. If there was no mulch installation during that timeframe, should we be compensating them for work that was not done purely on a prorated basis? Did they do any tree pruning? If they did not do anything, it is hard to justify paying someone. I have no problem paying someone for work that they attempted to do. But when they do not do it at all, I think it is difficult for us to justify paying, and difficult for them to justify it to us.

Mr. Berube stated I think Mr. LeMenager is taking the normal monthly invoice total of \$36,000 and dividing it by six.

Mr. LeMenager stated that is correct.

Mr. Evans stated I understand the approach.

Mr. Walls stated I agree with Mr. Evans that if that is what we are going to do, then they need to provide us with a bill that shows the work they did in August and the resulting dollar amount.

Mr. Evans stated when you amortize that \$36,000 over a month, there might be component parts that they only perform for one week out of a month.

Mr. Berube and Mr. Walls stated that is correct.

Mr. Evans stated if they did not perform any of that task during that five-day period, we should not pay it.

Mr. Walls stated tree pruning might cost more than one-sixth of this invoice.

Mr. LeMenager asked did they actually have anyone here those last three days?

Mr. Haskett stated Friday they had two people. They did have two people come out of Orlando to mow U.S. 192. Prior to Friday, they had three and four people on site.

Mr. Berube stated the seasonal flower program pays out over the year, and the same thing with tree care. The only thing that pays out on a monthly basis is mowing. Everything else is amortized over 12 months. I am pretty sure that is what he is doing on mulching because it is \$18,000 or \$19,000 over the year, and he came up with mulch installation of \$7,250.

Mr. Evans stated if that is the approach, then that is different.

Mr. Berube stated we are prepaying for something we are not going to receive.

Mr. Walls stated the question is, what did we pay previously for mulch.

Mr. Berube stated for mulching, we prepay it all year, so when it comes to November, they are supposed to start installing mulch. We are not paying now for the mulch they installed last November. We pay everything in advance. In effect, if he is considering this to be prepaid, we did not receive any of these services except for maybe grounds maintenance. The more we discuss this, I am more in favor of sending this back and requesting an accurate invoice that is prorated. If we pay part of this, he will make the argument that we paid part of it and at a later date, he will want the rest. By accepting this bill and paying part of it, we are saying it is fine but we are not going to pay the whole thing.

Mr. Evans stated we are in agreement for the \$2,000 invoice for the storage unit. We are in agreement to pay the full invoice for the month of July in the amount of \$36,000,

even though we seriously question the quality and workmanship that was performed in that month. The issue is to send the August invoice back to them for further justification.

Mr. Berube and Mr. LeMenager stated that sounds right.

Mr. Berube stated we are not unwilling to pay what is due, but in looking at the August invoice, we have no idea what is due. It does not match what we normally pay.

Mr. Walls asked does the contract address any severance pay?

Mr. Qualls stated no. Most of the language regarding costs is based on their proposal. Did someone do a final walk through with them and take notes, to document what was and was not complete?

Mr. Haskett stated no, they did not have anyone here on the last day since they were moving all their equipment out. I have all my own notes and documentation, including photographs.

Mr. Qualls stated they were still under contract for five days out of 30, which seems like a clear-cut way to prorate the invoice as opposed to a judgment call on what was done and in what percentage. I do not know how you can arrive at those figures and come to an agreement on it. That is a policy decision. If they come back with a more detailed invoice and you have more questions, we can deal with it that way.

Mr. Berube asked will we need to pay money for things that they were deficient on, such as dead grass, dead trees and other dead plant material?

Mr. Haskett stated at this point, we have not identified anything of significance.

Mr. Evans asked who is going to be the messenger?

Mr. Qualls stated the District Manager.

Mr. Berube stated he receives the bills, so he can send them back.

Mr. Qualls stated you can appoint one person from the Board.

Mr. Evans stated I think we maintain the same level of dialogue. The concern is if some of these were prorated over a 12-month period or how was it calculated.

Mr. Berube stated one could say this does not even look like our bill because the numbers do not match, and neither do the categories.

Mr. Evans stated this needs further explanation. I do not think anyone here is taking a position on whether it should be paid or not. We just do not understand the invoice.

Mr. Qualls asked for the July invoice, which has not yet been paid, was there documentation of what was not completed?

- Mr. LeMenager stated we already agreed to just pay it.
- Mr. Berube stated we agreed to say goodbye and move on.
- Mr. Qualls stated that is fine.
- Mr. LeMenager stated the invoice from Boyd Engineering indicates he responded to SFWMD. I would like a clearer invoice.
  - Mr. Berube stated that is for the South Florida Water Management District.
- Mr. Evans stated he was contacted by the SFWMD asking for more information relative to permits.
- Mr. Walls asked that is not related to the Lakeshore Park project and paid from construction funds?
- Mr. Evans stated no. They are pulling all the permits and sending questions to the applicants, asking them to explain certain things. They cannot find certain documents, so they are asking us to assist in the search. The development company received the same types of questions on their permits.
- Mr. Berube stated to be clear, we are removing the August invoice for \$16,000 from Luke Brothers from this invoice approval.

On MOTION by Mr. LeMenager, seconded by Mr. Berube, with all in favor, unanimous approval was given to the invoices, as discussed, (1) including the invoice from Bio-Tech Consulting for \$505, (2) amending the \$5,600 invoice from Insight Irrigation to \$5,400, and (3) deleting the \$16,000 invoice from Luke Brothers for August services.

#### C. Public Comments/Communication Log

Mr. Moyer reviewed the complaint log as contained in the agenda package and available for public review in the District Office during normal business hours.

# **D.** Website Statistics

Mr. Moyer reviewed the website statistics as contained in the agenda package and available for public review in the District Office during normal business hours.

# E. Meeting Schedule for Fiscal Year 2013

- Mr. Moyer stated we made one correction to the meeting schedule that you may also have received by email moving the December 27 meeting to December 20.
- Mr. Berube stated I would prefer all meetings be in the morning. We track attendance at both morning and evening meetings, which indicates that most people do not care.

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Mr. Walls stated I support the compromise of half in the morning and half in the evening.

Mr. LeMenager stated I agree in keeping the same schedule with alternating meeting times. We can always change it in the future.

Ms. Kassel stated I prefer evening meetings because I think it is the right thing to do for the people who voted for us.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to the meeting schedule, as presented, amended for December 20.

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

# **Staff Reports**

#### A. Attorney

### i. Ratification of Storage Compound Permissive Use Agreement

Mr. Qualls stated because the developer is allowing the District to have some property for Davey to store its equipment, this agreement protects the developer from anything that might happen to its property. We included language that protects the District if Davey does anything. Davey has executed this agreement. It essentially says to take care of the developer's property, shut the gates behind you, and those kinds of things.

Mr. Walls stated the District purchased the storage unit that Luke Brothers was previously using.

Mr. Haskett stated that is correct.

Mr. Walls asked so we will have that space and Davey will also have room for their equipment?

Mr. Haskett stated yes, they already put in a storage pod similar to ours within their fenced area.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to ratify the storage compound permissive use agreement with Harmony Development Company and Davey Commercial Grounds Maintenance, as discussed.

#### ii. OUC Proposed Tree Work on U.S. 192

Mr. Qualls stated under Federal standards, OUC is clearing trees within its huge right-of-way, which is now at 21 feet, but it will get larger. This issue was raised a couple

months ago. Since that time, Mr. Golgowski, Mr. Tome, and Mr. Haskett met with Mr. Wayne Zimmerman from OUC, who is in charge of this project. They put in property stakes and they show that, indeed, there are about 24 trees within that right-of-way. OUC has a contract with Davey to remove those trees. I have been working with Mr. Golgowski to suggest if there is any interest in keeping those trees from being destroyed by transplanting those trees to a different location. I talked with Mr. Zimmerman, and they are willing to take what they paid Davey to destroy the trees and pay that amount to Harmony to go toward relocating those trees if that is something the Board would be interested in.

Mr. Berube asked does that mean we are responsible for contracting to transplant the trees?

Mr. Qualls stated yes. The removal rate is a lot more affordable than the transplant rate. It was just an idea to save the trees.

Mr. LeMenager stated I think it is a terrific idea. At the very least, we will be able to transplant some of them. We will receive some money for the ones they were going to cut down. Even if we decide to do the work for that dollar amount and no more, we will have funds available to move some of them.

Mr. Berube asked do we know how much the transplanting work will cost?

Mr. Golgowski stated yes, we talked with Davey who had some estimates prepared. There are eight palms at the overpass that have to be moved, which are \$225 each to relocate.

Mr. Berube stated that will be an easy decision to move them.

Mr. Golgowski stated the magnolia trees are \$110 to relocate. There are four oak trees that are more sizable, and they range from \$750 to \$900 each to relocate.

Mr. LeMenager stated the trees themselves are probably worth more than that.

Mr. Golgowski stated that is correct; they are very nice trees.

Mr. Evans asked is that the retail price to relocate them, or the difference?

Mr. Qualls stated the retail price.

Mr. Golgowski stated it is before any credit.

Mr. Qualls stated I will be talking with Mr. Zimmerman in the morning to find out what he has in his contract with Davey, which I believe is a per-removal rate.

- Mr. Berube stated they are just grinding those trees with a backhoe and a grinder, which I have seen them doing.
- Mr. Qualls stated I am guessing the destruction rate is \$100 or something like that. It is not much.
- Mr. Evans stated I would think it is more than that because they have to dispose of them.
- Mr. LeMenager stated that is the project they were doing when we were receiving the landscaping proposals. I made the comment about driving out of Harmony and immediately seeing their trucks.
  - Mr. Berube stated what I just heard would be about \$10,000 to relocate the trees.
  - Mr. Golgowski stated it is more like \$5,000.
  - Mr. Berube stated there are eight trees at about \$900.
  - Mr. Golgowski stated there are only four oaks ranging from \$750 to \$900.
  - Mr. Berube stated I mistakenly thought there were eight.
  - Mr. Golgowski stated there are eight palms at \$225, for a total of \$1,800.
  - Mr. Tome stated the total bill will be about \$5,500.
  - Mr. LeMenager asked we will receive a discount on top of that?
  - Mr. Tome stated yes.
  - Mr. LeMenager stated then yes, we certainly should do it. There is no question.
  - Mr. Berube stated it is an easy decision for me; this is a tree community.
- Mr. LeMenager stated we want to do this. We have been on record for a long time about how important trees are to the look of this community.
- Mr. Walls stated Mr. Qualls mentioned they are going to be expanding the easement. How will we know where to relocate the trees so we do not need to do this again?
- Mr. Qualls stated I think the best advice I can give, since the easement will essentially double, is to plant them using a 41-foot easement as opposed to the 21-foot easement.
  - Mr. Evans asked it is a taking? Are they expanding their actual utility easement?
- Mr. LeMenager stated it sounds like eminent domain if they want to go from 21 feet to 41 feet.
  - Mr. Qualls stated I do not think it is a taking, but I will research it.
  - Mr. Berube stated it sounds like it is an easement, not a taking.

Mr. Qualls stated to expand their easement, I do not believe it is a taking. It is just a utility easement over the property.

Mr. Evans stated but it restricts our use of that property. I have been in condemnation proceedings with other utilities, and they have to compensate you anytime a utility company takes property. Are they just expanding the impact area or are they actually expanding the easement itself? Within the easement, they have the right to construct improvements. If they are saying they will grant us the authority for an impact area, which extends beyond the easement is more of a buffer or a safe zone there.

Mr. Berube asked do we have to move these now because the easement has already expanded?

Mr. Qualls stated no, they are anticipating that the easement will expand.

Mr. LeMenager stated I do not understand how an easement can expand without the property owner's permission. That would be exercising eminent domain.

Mr. Golgowski stated the easement is fixed. In order to comply with these increased Federal and State standards, they have to reach beyond the easement to remove threats in the impact areas.

Mr. Tome stated the palm trees at the overpass are at or getting close to a height that, should they fall from a Category 3 hurricane, they will impact the lines. Thus, they have to take measures to eliminate that threat.

Mr. LeMenager stated that is understandable.

Mr. Tome stated that is considered the impact area. We walked the property with Mr. Zimmerman and another gentleman from Davey. They have been very reasonable with regard to an approach on how to handle what is here today as well as when the impact area grows, based on the Statutes, and in working with us to give us guidance on what we should be planning for in the future, regarding what should be moved today at a less expensive rate than to move it in the future when it is a 12-inch caliper tree versus an 8-inch caliper tree. In some cases, they said they could come along and just trim the one side of the tree, but that will leave a one-sided tree, which will not work and would mean we need to remove it or relocate it to another area.

Mr. Qualls stated what I researched was only existing standards. This other information I am passing along is through conversations with Mr. Zimmerman and Mr.

Golgowski. I do not understand, either, how this can go from 21 feet to 41 feet and how it will happen at some point in the future.

Mr. Evans stated they can designate an impact zone outside of the easement that gives them the right of access. It is not an easement but it is a preventive right of access.

Mr. Qualls stated if I walk through your yard and you give me permission, you have granted me an easement. Regardless, I think there needs to be some flexibility moving forward. There could be some trees where it might make more sense to destroy and plant a new one than to transplant the existing one.

Mr. Golgowski stated I agree. There are pine trees that just do not transplant well.

Mr. Evans stated it is my belief that the Board is authorizing you to proceed on that basis to transplant the trees that you deem appropriate, with the understanding that the District will pay the difference between transplanting and destruction to Davey. OUC will give us a credit, and Davey will send us a bill.

Mr. Qualls stated Mr. Zimmerman said that OUC will issue a check to Harmony for the difference, so that Harmony CDD will fund the entire transplant, and OUC will issue a check for the difference. I advise we get all of this in writing in advance.

Mr. Walls stated the palms are currently on an overpass.

Mr. Tome stated that is correct and there are two layers.

Mr. Walls stated we will have to move them back.

Mr. Golgowski stated there are two rows of palms, and one of them is the threat. They were going to just get rid of them.

Mr. Walls asked are we going to transplant them?

Mr. Golgowski stated yes, we will use them somewhere else.

Mr. Walls stated otherwise, if you just move them back, you will not be able to see them.

Mr. Golgowski stated that is correct.

Mr. Berube stated perhaps Davey can do this and you may have already thought of this, but we have planted and transplanted trees before. They need some maintenance after the initial planting to get them established, including watering. Does Davey have a program to handle that? Will we perform that task in-house with our staff? I do not have a problem doing it in-house as long as we know what we are doing.

- Mr. Golgowski stated the figures that Davey provided include backfilling the holes and any necessary pruning and fertilization, but we need to provide the irrigation.
- Mr. Berube stated I know we have a tank and the truck. Can we reasonably handle that?
- Mr. Tome stated the areas that we are contemplating today are in areas that have irrigation that could be supplied through bubblers, which we have done previously.
- Mr. Berube asked so we will provide bubbler irrigation and then they are taken care of forever?
  - Mr. Tome stated that is correct.
  - Mr. Berube stated that is fine.
- Mr. LeMenager stated I would think time is of the essence because we want to get this done before the dry season starts.
- Mr. Golgowski stated actually moving them in the wintertime is the optimum time to move them.
- Mr. LeMenager stated that makes sense, because they are dormant and have less growth.
  - Mr. Golgowski stated that is correct.
- Mr. Qualls stated I should be able to have an agreement by the next meeting for you to consider. Is the timeline shorter than that?
- Mr. Golgowski stated for those trees that are not going to be transplanted, they would like to remove them now and take them out. The ones that are under consideration for relocation, we can take more time.
- Mr. Berube stated staff knows what needs to be done. I am fine directing them to proceed and we can ratify the agreement later. It does not seem like a big issue.
  - Mr. LeMenager stated the only thing we are getting ratified is the reimbursement.
- Mr. Qualls stated that is correct; the only piece that is missing is the dollar amount. Mr. Zimmerman is supposed to contact me tomorrow with that information.
- Mr. LeMenager stated we can always authorize a not-to-exceed amount. Mr. Tome suggested \$5,500, so I think we authorize staff to proceed up to that dollar amount.
  - Mr. Berube stated I am fine with that because the final dollar amount will be less.

Mr. Tome stated the transplanting will not happen between now and the next meeting or two. It needs to be fall and winter before we transplant them. We just want to tell them it is fine to remove and destroy the pine trees that we are not going to transplant.

Mr. Qualls asked will the trees to be transplanted be marked somehow?

Mr. Tome stated yes.

Mr. Golgowski stated there are some with ribbons already on them.

Mr. LeMenager stated then there is no rush.

Mr. Evans stated there is no action required at this time.

Mr. Golgowski stated it is just a report.

## iii. Lakeshore Park Improvements

Mr. Qualls stated the acquisition agreement for the Lakeshore Park improvements was provided to everyone at last month's meeting. There were a few changes, but nothing substantive. That agreement is complete.

## **B.** Engineer

There being nothing to report, the next order of business followed.

# NINTH ORDER OF BUSINESS Supervisor Requests

Ms. Kassel stated I would like to know from Mr. Qualls what the protocol is, since I have not been able to hear 80% to 90% of what is being said, how that affects the meeting. I have not been voting because I have not been hearing the discussion. I hear the vote as it is happening because I have not been voting because I have not been hearing what has been going on. How does that reflect in the minutes?

Mr. Qualls responded there is an Attorney General opinion that says that you can call in by phone and listen but your vote does not really count anyway when you participate by phone. I will provide that information and confirm that since it has been a while since I looked at that report.

Mr. Moyer stated at the next meeting when we are discussing approval of these minutes, you can simply make the statement that you are making now and vote appropriately on the approval of the minutes. If you feel comfortable after you have read the minutes, you can vote yes. If you are not, then you can vote no.

Ms. Kassel stated I can hear the first part of someone's sentence, and then it dies off and is very muffled, coupled by the fact that most people are farther away from the computer.

	R OF BUSINESS meeting will be Thursday	Adjournment y, September 27, 2012, at 9:00 a.m.	
	The meeting adjourned at 7:30 p.m.		
Gary L. Moyer, Secretary		Robert D. Evans, Chairman	