

MINUTES OF MEETING

HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, May 31, 2012, at 9:00 a.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Robert D. Evans	Chairman
Steve Berube	Supervisor
Ray Walls	Supervisor

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young vanAssenderp, P.A.
Wendy Andrews-Fine	Luke Brothers
Larry Geckas	Luke Brothers
Greg Golgowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Larry Medlin	Bio-Tech Consulting
Shad Tome	Harmony Development Company
Residents and members of the public	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Evans called the meeting to order at 9:00 a.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 April 26, 2012, Meetings

Mr. Evans reviewed the minutes of the April 26, 2012, regular meeting and requested any additions, correction, or deletions.

Mr. Berube stated page 7, under the developer's report, it should read, "Mr. Haskett stated I received a request for chain-link fences to be removed around the playground equipment at Lakeshore Park." Page 8, center paragraph where I am speaking, it should read "There needs to be a ~~chain-link~~ fence for the dog park." Strike "chain-link."

On MOTION by Mr. Berube, seconded by Mr. Walls, with all in favor, unanimous approval was given to minutes of the April 26, 2012, regular meeting, as amended.
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THIRD ORDER OF BUSINESS

Audience Comments

A Resident stated my husband and I are recent home owners here. The only negative thing about Harmony is that our motor coach has to be stored elsewhere at a great

expense. I would like for you to consider something like that here at Harmony. We would rather give our money to Harmony than some stranger. I would ask that it be considered. In meeting other home owners, I have learned that other home owners are also interested in something like this. My husband is more than willing to make any work effort that would be involved. We were thinking of some place over by Cat Lake, that small fenced area that needs some work. We are both retired, so we have the time.

Mr. Evans stated the District has limited property that it owns, which is only parks, landscaped areas, or recreational facilities. We have limited area in which to implement something of that nature. Your comments are well noted.

The Resident asked is there another arena that I can contact?

Mr. Evans stated not within the power of this body?

The Resident asked does the CDD have any control over that particular property I referenced?

Mr. Evans stated the CDD does not own that property.

The Resident stated I need to contact the owner of that property, then.

Mr. Evans stated you will run into a lot of other issues, such as zoning and whether or not it can be utilized for something of a commercial nature. The property you are referring to is probably owned by the developer. If it is zoned residential, they are still governed by the same rules as under the HOA as far as what can and cannot be utilized. Therein is your challenge.

The Resident stated we had looked at so many communities that did offer it, even at no charge. That is where our disappointment lies because we did shop around a great deal before deciding on Harmony. Unfortunately, we thought we could do something like that here. Is it a dead issue?

Mr. Evans stated it is within the CDD.

FOURTH ORDER OF BUSINESS

Subcontractor Reports

A. Aquatic Plant Maintenance – Bio-Tech Consulting

Mr. Medlin 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.

Mr. Medlin stated there will be two treatments in May, one on the 14th and the second one today. Those treatments are primarily focused on the buffer around the ponds. We

have had quite a bit of cogon grass spreading around, which is a really bad grass. I will have to spray it, and you will see some dead patches on some ponds, especially on the golf course, not as much in the residential line of sight. Today's treatment will continue with that focus, and I will also check all the outfall structures to make sure, with the tropical season upon us, that the water continues to flow offsite.

Mr. Berube stated last month, we discussed our treatment plan. Mr. Evans raised the fact that we would rather be proactive than reactive. I think we are reactive in all of our treatments. I believe it is hard to be proactive because you cannot treat something that does not exist already. Is that correct?

Mr. Medlin stated that is correct.

Mr. Berube stated we truly are reactive in what we do. When algae show up, Mr. Medlin sprays it. When cogon grass shows up, he sprays it. As I mentioned last month, their contract comes up for renewal in October. I do not know to whom this falls, but someone needs to go through the renewal process and find out where we will be. I do not want to change companies from Bio-Tech. I think they do a good job. I want to consider potentially changing to a quarterly service rather than a monthly service. I would like to see a comparison of the numbers for monthly versus quarterly services.

Mr. Evans stated the comment that I made about being proactive versus reactive is that he is proactive on a monthly basis. When he starts to see a problem develop, he addresses it, as opposed to waiting for three months. If that problem began to occur in the first month, but the time he arrives in the third month, it could magnify into a much bigger situation.

Mr. Berube stated I have no argument with all that. I pushed forth the idea of planting ponds. The whole idea is to spend money for planting to alleviate or decrease the amount of money we were spending on monthly services. That is where I am headed with this idea. If we decide to continue with monthly service, that is fine. I am asking that when we receive the contract renewal, that we see a comparison between monthly and quarterly services.

Mr. Walls asked what about a compromise to every other month? So you would go from 12 to 6 instead of 4.

Mr. Berube stated I saw the idea of planting, and we spent money doing that. There is an aesthetic bonus, but the whole idea was to save some money. If we save money on the

chemical treatments, then I think we continue with the planting. I think most people like the plantings. I know I do. They look pretty good. Whose job is it to get this contract renewed? Who handles that?

Mr. Moyer stated that falls under my responsibility. He would need to submit to us a contract renewal proposal, and we would ask that he include both of those alternatives, what it would be if he continued on a monthly basis and what it would be if he provided that service bi-monthly or quarterly.

Mr. Berube stated we are about three or four months away from the contract renewal period. Is now the appropriate time to do that?

Mr. Moyer stated yes.

Mr. Berube asked is there something else we should be doing?

Mr. Medlin stated the one proactive tool that Harmony has been using for about five years that you might want to discuss is using more grass carp in the ponds. That would be a proactive approach. It has worked really well. We are losing some, they are getting old and they are not eating as much. Some of the ponds have more vegetation. I think stocking some of those troubled ponds will definitely reduce the cost for chemicals and the need for spraying. That might help with the idea of fewer visits.

Mr. Berube stated that is a natural approach. Would we stock every pond?

Mr. Medlin stated I think every pond was originally stocked.

Mr. Golgowski stated that is correct.

Mr. Walls stated I think Mr. Berube is asking if we need to stock every pond now.

Mr. Medlin stated I would estimate probably 10 ponds could be stocked.

Mr. Berube stated not every pond has significant grass growing.

Mr. Medlin stated that is correct. Some of the ponds still look really good. There are just a few ponds that could benefit from grass carp.

Mr. Berube asked will you be reviewing every pond today?

Mr. Medlin stated no, I reviewed all of them except for five earlier in the month, and I will do the remaining ponds today.

Mr. Berube asked would you be able to list today the 10 or 12 ponds that would benefit from grass carp?

Mr. Medlin stated I could point them out on a map.

Mr. Berube stated I would ask for a separate proposal for stocking the ponds with grass carp. We can determine if there is room in this year's budget or if we need to budget for it next year.

B. Landscaping – Luke Brothers

Ms. Andrews-Fine stated I am sure you have noticed some new faces in the community over the past few weeks, in particular Mr. Geckas. He is the new account manager for Luke Brothers who has been assigned to Harmony. Having worked with Mr. Geckas for many years in the past, I can assure you that you will see an improvement in the way that the landscaping program is executed in Harmony.

Mr. Berube stated Mr. Geckas stands out in the aspect that he is visible. He is out in the grass, in the trees, and in the bushes. I noticed it immediately when he showed up.

Ms. Andrews-Fine stated that is correct. He has over 20 years of experience. He is a Lawn and Ornamental Certified Pest Control Operator. He has a vast background in agronomics and turf management. I worked with Mr. Geckas for many years at a different company, and just in two weeks with him being on site, I have seen a difference. Regarding the operation itself, we are on schedule and we will continue with the scope of services as outlined.

Mr. Geckas stated after spending some time with all the crew members and working with them, I think you have some good guys who really want to do a good job for the community. They may not have been guided the way they should have been, and we are making those changes now. We are getting through the work program in a timely manner. We have enough people here so that we can stay on schedule. We did a touch-up fertilizer for some areas that did not take that Mr. Haskett mentioned not being quite on color. Even after that, we have some areas that are not responding to the fertilizer as well as it should. We will be taking some soil samples and sending them in to see what else we need to do. There are some areas that really responded and you can see the thick, green grass. We have almost needed to mow it twice since there is such good growth. There will be another application using a systemic insecticide for chinch bugs. We can get probably 10 weeks of control from that product, so we are confident it is a good product to be using. We will probably reduce the amount of nitrogen on this application and increase iron for color because we are seeing so much top growth that will hurt the roots underneath. We want to pull that down a little and keep the roots as healthy as we

can. We will make those sorts of adjustments so that it looks good but also creates healthier turf.

Mr. Berube stated we are in a bit of a paradoxical situation, in that, we issued an RFP for landscaping services. While I believe you are very dedicated and can do this job, we have been down this road several times with Luke Brothers in the past. It seems whenever we get a new onsite manager, the level of service increases in the beginning, and then it decreases dramatically. I am not asking for any comments, but that is in the back of my mind. I would rather not change landscape providers, and I have said that several times. But we have gotten to the point where we have addressed issues repeatedly with no results that brought us to this point. We will be reviewing proposals at next month's meeting. Since we just now have a change in onsite managers, that solidified the fact for me that we probably were not getting the service for which we were paying, for quite some period of time in the past. There were obviously a lot of shortfalls. Mr. Pete Lucadano has offered a 5% reduction in rates to renew this contract next year. We have not gone back to ask for that 5% discount to be applied; we kept the contract at the amount that is currently in place. Part of the review of the proposals will be the price of the contract. The prices under this RFP might come in at \$1 million annually, and clearly, we cannot afford that. Price does play a factor. We also have the history of Luke Brothers, which may be a negative factor to you. Does Mr. Lucadano want to continue with the 5% rate reduction that he offered? Or might he consider going further, knowing that we will be considering landscaping proposals at next month's meeting? I would like to stay with Luke Brothers because we have a known entity. If we change to another company, there will be another learning curve. There is a certain cost to that learning curve and a certain load on Mr. Haskett to administer. I would like to take Ms. Andrews-Fine at her word that Mr. Geckas is going to do a wonderful job, but I just do not know, and history has not proved otherwise with the previous onsite managers. There is an important question as to where the pricing may end up, and that is one of the things we have to consider. On a positive side, I noticed Mr. Geckas as soon as he arrived. I noticed he is always in the field and I never see his truck parked at the offices. He is out with the crew members, and I see people working all the time. It is a noticeable change. At Lakeshore Park, there are a lot of dead roses. They have been replaced once already.

They are still dead. That entire park looks pretty bad, and it is a gathering point for the people in this community.

Mr. Geckas asked are you referring to the roses by the splash pads?

Mr. Berube stated yes. They were replaced once and have been dead for a month. Something different needs to happen. There is also a lot of dead grass along Lakeshore Park. Another issue for me is, directly behind the sports turf is a small landscaped planting island next to a doggie pot. That area has been a mess for years. Lakeshore Park needs to look nice. We spent a lot of money on that facility, that is where people gather, that is where events take place, and it ought to look premier. The whole community ought to look premier. As Mr. Walls stated last year, the community ought to look crisp, but it never does. Those are my issues with the community, and the question to Luke Brothers is regarding the price for next year. I am not asking you to do anything illegal, unethical or immoral, but one of the factors we have to consider when we go through this RFP process is what everyone's price will be.

Mr. Walls stated a substantial number of live oaks have brown spots on them.

Mr. Geckas stated it is a canker or fungus that is brought on by stress. It comes in waves. It is something that is always there, but when you deal with cold winters or dry summers, it gets triggered to attack those trees. Many times, it is water or temperature. There is nothing that can be done to treat it. Once the tree has it, the canker or fungus has to run its course. Sometimes it takes out a big section of a tree and sometimes it is limited to branches. The best thing to do is to let it run its course. When we get to the offseason and a cooler time when things are not growing, that is when it is recommended to prune that out. That way it is less likely to spread because if we prune it and it is open, the spores will attack other parts of the tree.

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.

Mr. Haskett stated we are in the process of removing the fence at Lakeshore Park. It is taking longer than we expected. We are borrowing the golf course's front-end loader and trying to work around their schedule of doing the greens, so it has not been available lately. However, we expect to get the remaining posts removed the first of the week and

then get the holes filled in so that we can install additional landscaping. Overall, the general appearance is fine and there are no safety concerns at this point.

Mr. Walls stated I like it.

Mr. Haskett stated it did create a nice, open look to the park.

Mr. Berube stated you included an item for ordering the drinking fountains, which can be removed since they have been installed.

Mr. Haskett stated that is correct.

Mr. Berube stated when we changed to having irrigation monitoring be performed in-house, we made a big deal out of a process for charging Luke Brothers for damaged irrigation heads. I am pretty sure that over this long period of time, we must have had some damaged irrigation heads. Have we ever billed them back? How does that process work if we have?

Mr. Haskett stated the process when Mr. Mike McMillan was here is that they would give us replacement heads to make the replacements. Because of the short time that they got backed up, we chose to make those repairs with them supplying the parts. The contract reads that we are to give them the opportunity to repair it, which does not always work between our schedule and theirs. I mentioned to Ms. Andrews-Fine and Mr. Lucadano last month that we would be moving forward with some billing or replacement of additional heads.

Mr. Berube stated when Luke Brothers was handling it, they were not shy about billing us for irrigation head replacements.

Mr. Haskett stated that is correct.

Mr. Berube stated there were many of them, and it became a big deal. I believe if that many were being damaged when they were able to bill us for them, there must be a fairly equal number still being damaged that we are not billing back. We had that concern earlier. I am not being critical, but I think we need to tighten up the process. Fair is fair. We paid them, so they should pay us.

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.

FIFTH ORDER OF BUSINESS

Developer's Report – Lakeshore Park Expansion Concept Plan

Mr. Tome stated several years ago, there was a trail study that was performed by Glatting Jackson, who is a land planner in Orlando. The developer worked with them and considered the input of a lot of the residents who were here at the time, people who were using the trails and beach areas. From that was developed a long-term nature plan for constructing the trail system. We installed many of those trails, most notably, Dog Trot Trail, which allowed people to travel easily from the Green neighborhood to Birchwood and Cypress neighborhoods, as well as Cat Brier and Schoolhouse Road. It was a great addition to the community. About a year ago, there was some clearing that was done at Buck Lake. One reason the clearing was done was to open the view of the lake. Otherwise, if you did not know it was there, you would miss out on the beauty of Buck Lake. The second purpose was to try to see how wet it would stay throughout the year and to see if you could walk on natural ground. We found that 80% to 90% of the time, it stayed wet, which was really no surprise but we thought we could find some upland area to use. The white line on the map shows the end of the conservation line where the developer's property begins and ends, since we own everything from the conservation area to the lake. The CDD owns the other way to Lakeshore Park. We worked most recently with Canin Associates, who is another great land planner and architect in Orlando. They have done a lot of work in the community, notably with David Weekley Homes and the recent deal with Lifestyle Homes. The plan is, at those two original red areas going into the conservation area, to build boardwalks. Our Development Order requires that if we construct a boardwalk, there are specifics as to how high it can be off the ground and other requirements, to make sure that nature can continue underneath it and small animals can traverse underneath. We are planning to construct two boardwalks, five feet wide, with rails. There will be benches sporadically placed and built into the boardwalk itself. The one that is closest to Buck Lake dock now will actually have a space with a pergola with some swings. It will be designed for reflection, being able to look at the lake and seeing the beauty that is there. The other one will be farther down near Lakeshore Park and will be designed primarily for a fishing pier. It will provide another place to fish that is still on Buck Lake but will be some distance away from the other area. If you have ever walked down there, it is a nice area and has a nice space where you can cast out.

Mr. Berube asked will the deck be short of the water?

Mr. Tome stated yes. The picture reflects that it goes in a little, but it does not. Mr. Gologowski and I discussed that at great length, and we decided to keep it up on the shore line and not get into any of the District's property. We do not think that is the right thing to do; we think staying up on the shoreline is the right thing to do. To whatever extent there could some engineering for a cantilever, that is possible. There is a way to do that to a degree, but the plan is to keep it up on the shoreline and not go into the lake. We are going with a rustic, nature concept simply because that fits with who we are and where we are going into the conservation area. There are two reasons we wanted to discuss this with the Board. First, it is a big improvement that is bigger than some of the things we are doing in the park areas in the Green, Estates and Drake neighborhoods recently. It will be quite expensive, but we think it will be a great addition to the community. Related to the line at the tree area, there have been conversations for a long time, prior to Glatting Jackson's trail plan and recently, in regard to trying to turn Lakeshore Park from a passive park to having more interaction, by having access to Buck Lake, the playground and the sports areas. It is just under one mile if you were to walk all the way around the lake. It is pretty much just mowed grass, and sometimes people will walk around it, so the grass gets trampled down a little. But it is not a defined pathway. There has been a lot of discussion about possibly putting bridges across the two closest pinch points on the lake so that if you did not want to walk the entire mile around, you could cut it off and make shorter trips. You would also be able to walk over the water, which will give you a relaxing feeling. Canin Associates borrowed ideas from things that were previously done and the idea was to bring something to show you what the developer is proceeding to do. We will install the boardwalks, but we wanted to approach the District to see if there is an opportunity to do a bigger plan, working together in the developer-District relationship to take something that is a \$40,000 or \$50,000 improvement and turn it into an \$80,000 or \$100,000 improvement. We have good estimates for the boardwalks and we have some rough estimates on what it would take for the pathway around the lake. We have some pretty good estimates on the bridges. The plan also includes some trees and benches and things of that nature, since you would want those along the one-mile walk. We are here in part to make an announcement about our plan for the conservation area, and also to see if the District is interested in continuing to enhance this area and turn it into something that

will really be a statement for the community. I think you would see a lot more activity happening here than just at the multi-use sports fields.

Mr. Berube stated a year ago, I asked for 1,000 feet of sidewalk to be added that I thought was missing. Now we have a beautiful park. I think it is great.

Mr. Tome stated we keep coming back to this: if you just added the sidewalk along one edge, you still would not get the beauty of Lakeshore Park. If you have never walked along this edge, it is very calming and a beautiful feeling. It is far enough away that you feel removed from the streets. It is a great place to be. There was not an easy way to get there, so by putting in some bridges and a pathway that was inviting and easy to traverse, we think it is a good thing. We are extremely excited about this new opportunity. You will be far enough away that you really cannot see the dock at Buck Lake.

Mr. Berube stated this is a far better concept than just a simple sidewalk.

Mr. Evans stated we still have about \$60,000 in the 2004 capital improvement fund, which was to be allocated primarily for the east side. Because Lakeshore Park is more of a community-wide facility versus a neighborhood park improvement, can we use some of those funds to contribute toward these enhancements?

Mr. Moyer stated there is a process we will need to go through, which is to have the engineer's report updated to identify that as an improvement to be undertaken with the 2004 bonds. That is certainly not much of an impediment but it is something we need to do in order to be thorough. In terms of making the argument that there is benefit to the 2004 benefitted properties, I think that would be pretty easy to do.

Mr. Walls stated everyone goes to that park.

Mr. Evans stated that is the key. If we did it in a neighborhood park, like the discussion we had for enhancements in the Green neighborhood, that is more of a neighborhood park and would have restricted our ability to use those funds, whereas this is more of a community-wide facility. I will ask Mr. Moyer to discuss this with Mr. Steve Boyd. Thinking about the next step, what is next and how will it work? Will the District contribute? Or will we engage the contractor for a certain portion? If that scope of work exceeded what is available in that fund, will the developer pay the difference? I want to understand the mechanics of the funding. Is there a shortfall funding mechanism? For example, if the total amount of improvements on District property is \$100,000, and if the

District will contribute \$65,000 or whatever is left in the 2004 capital improvement fund, will the developer have a deficit funding agreement to pay the remaining amount?

Mr. Qualls stated you can work this out in any number of ways. Section 190.012, Florida Statutes, gives this District the ability to enlarge, construct, acquire, and maintain systems and facilities, related to the power that this District has to maintain park and recreation facilities. The District can certainly accept a gift. The District can work to negotiate with the developer in a way that makes sense. I think you have a variety of options. You just need to find the one that fits the District the best that is acceptable to the developer.

Mr. Evans stated I am looking for the best framework that outlines the simplest way to be in a position to implement this going forward. Would the District engage with the subcontractors to do the work? Or could the District engage the developer? The developer would then take the responsibility to supervise and oversee all the construction of these improvements on District property, and the District will contribute \$65,000 toward the improvements. Could we accomplish that through a letter agreement?

Mr. Qualls stated yes, that makes sense to me. As long as there is an agreement in place, I do not see any prohibition on having the developer construct the improvements and the District will pay either to acquire the improvements or pay part of the construction costs. It is cleaner to have either the District or the developer contract to complete that work and not have a union where the developer and the District are doing it together. I am not saying it is impossible, but it is just cleaner.

Mr. Berube stated we do not want to get into a City/County line issue, like when they build a road and you can tell where the City's portion ends and the County's portion starts. I think a global management of the project is better, and we will make a contribution. The same thing is going on with the playground in a sense where money is changing hands.

Mr. Moyer stated I do think the easiest way is what Mr. Qualls outlined, which is through an acquisition. The District will be purchasing a completed project, so all of the development risk lies with the developer to totally build this improvement. The acquisition agreement that the Board can consider at your next meeting will say that the District will acquire these improvements for \$62,000, which is the amount left in the construction account. Then we can just turn them loose to accomplish it. Your protection

as the Board, if someone comes back and asks how you know if you really got a good deal at \$62,000, is you show them a summary of the invoices that total \$100,000. That will be hard to argue if someone suggests you could have bid the work and gotten it done for less than \$62,000 on a \$100,000 project. That is the way it has been done in many instances in the past, and I think it makes a lot of sense.

Mr. Berube stated I noticed all the heads in the audience nodding approval for this idea. Mr. Tome indicated he had rough estimates. What is the expected contribution from the District at this point?

Mr. Tome stated we have not done the City/County line break exactly, but our consultant came up with linear feet for the deck and the bridge and those types of things. Mr. Golgowski has done a great job looking at numbers, including the high side and the low side. The high side for the total job is \$95,000 and the low side is \$82,000, based on our current numbers. We have not priced out the benches and trees, so that will add to the numbers. The prices I mentioned is just for the pathway for one mile, two bridges going over, and then two boardwalks going all the way down. We could probably add \$10,000 or \$15,000 for trees and benches, so it could be from \$95,000 to \$110,000. We were considering a 50/50 funding arrangement with the District, based on the length of the boardwalks. One is 203 linear feet and the other is 247 linear feet.

Mr. Berube stated these kinds of projects always grow. It is hard to confine them. I suggest estimating it at \$125,000, which remains within our budget if we are going to use the construction funds and pay for half the cost. I am not saying we should spend the money just to spend the money, but if we are going to do this, I am in favor of making it nice.

Mr. Tome stated we agree.

Mr. Berube stated this is a prime area. What is there now is just a grassy, weedy field that has a nice area behind it. I think it needs to step up. Are the engineering fees included in your estimates?

Mr. Tome stated yes.

Mr. Berube stated in order for us to move forward, we need a more formal number for the total cost.

Mr. Evans stated the developer can submit a proposal to design, build and construct these facilities that will be on District property as well as developer-owned property over

which the District has an access easement and use agreement, which allows the District to even consider this proposal. They will provide the approximate budget of \$100,000 to be spent on these improvements, which they will agree to sell the completed improvements to the District for a certain dollar amount, which is the balance in the construction fund, upon completion. In the meantime, Mr. Moyer can get a letter from Mr. Boyd as to the amendment to the engineer's report for the 2004 bonds.

Mr. Moyer stated I need to review that since it might already be included in the engineer's report. If it is not included, then we just need to add it, and then it becomes a project element.

Mr. Berube stated we probably need to do that within the next month or two. If we cannot use the capital money, then we will want to include it in the budget. It sounds like we are far enough along in the planning to make it a pretty quick decision.

Mr. Tome stated yes, we have rough estimates, so it is a matter of negotiating them.

Mr. Walls stated hopefully there is no question about whether or not we can use the capital money. I think it is pretty clear that we can. For the benefit of the audience, the \$62,000 can only be used for capital projects. It is not like we are trying to increase anyone's assessments.

Mr. Evans stated we will look for a formal proposal from Mr. Tome, and Mr. Moyer will work with Mr. Boyd on the engineering report.

SIXTH ORDER OF BUSINESS

Presentation of Fiscal Year 2012 Budget

A. Discussion of Fiscal Year 2013 Budget

Mr. Moyer stated the District's fiscal year 2013 budget begins October 1, 2012, and concludes September 30, 2013. Chapter 190, Florida Statutes, is the enabling legislation for the District, and it provides a two-step process. We are taking the first step today, in which management, with the help of staff, provided an operating and maintenance budget for fiscal year 2013. I will ask the Board to approve the budget for the purpose of setting a public hearing on August 30, 2012. There are two words used in the Florida Statutes to be aware of: "approve" and "adopt." The final step of the process is to adopt the budget, which we are not doing today. All we are doing today is saying that we have a budget that identifies the work program and is similar to the current work program. We may want to add certain things to the budget, but the reality of the budget on the operation and maintenance side is that we are not proposing any increase in the assessments. That does

not mean, as we go through this process, that the Board may want to add projects that may increase the assessment. Generally, management brings a budget to the Board that balances without any additional assessments. As we add capital facilities, such as we just discussed, there may be additional maintenance costs. If that is the case, there may be a time when we actually have to raise the assessments to cover additional operating and maintenance costs. At this point, that does not appear to be the case. The debt service budget includes the payment of principal and interest. This is a work in progress for both funds. In prior years, we used monies that have been available to the District in the various funds in the trust accounts for the bonds to stabilize the assessment. We are not making any interest on those funds, for all practical purposes, which means those funds are not available to credit against principal and interest expenses as we have done in prior years, so there is a slight increase on the principal and interest that we pay on our bonds. This Board really does not have any control over that for the most part, because it is all locked in through the trust indenture that we used when we sold the bonds. There might be a little adjustment that you see on your tax bill for the principal and interest payment, but it will not be a significant amount of money. The Board has June and July to review and understand the budget, to add or delete things from it as you see fit.

Mr. Evans stated typically we schedule a workshop to discuss this budget in depth.

Mr. Moyer stated that is correct.

Mr. Evans asked do we do that in June or July?

Mr. Moyer stated the earlier you have it, the better. At the June meeting, we will receive bids for the landscape maintenance contract. Based on the Board's authorization at the last meeting, we completed the specifications and the scope of work. We advertised the RFP, bidders picked up RFP packages, and there was a pre-bid meeting yesterday. We will open bids on June 15 and will be in a position to bring those to the Board for consideration at the June 28 meeting. We will have at least some indication of what that cost will be going forward for fiscal year 2013.

Mr. Evans asked do we want to consider a workshop prior to that meeting?

Mr. Berube stated I have a conflict with that meeting date since I will be in Detroit.

Mr. Walls stated the big thing will more than likely be the landscaping numbers.

Mr. Berube asked can we consider the landscaping proposals and the budget at one workshop?

Mr. Evans stated yes.

Mr. Berube asked can it be after the bid opening but before the June meeting?

Mr. Moyer stated yes.

Mr. Qualls stated to have a workshop to review the bids, I do not know if you want to do that in a workshop setting.

Mr. Evans stated it is not necessarily to analyze the bids, but it will give us a range going into the workshop. We can wait until July before scheduling the workshop.

Mr. Walls stated that would be my preference. I would like to know what the number will be, because that will make a big difference to a lot of the budget line items.

Mr. Moyer stated that is correct.

Mr. Evans stated we will tentatively look to schedule a workshop in July.

Mr. Berube stated I raised something last month, and I realize it is very politically unpopular to talk about increasing assessments, but I will raise it again. Looking at the budget, we have allocated every single dollar, which is fine, but I noticed there is no change to fund balance, meaning we are not putting any money in the bank. I look back at the last six years that I have lived here, and we have not increased CDD assessments once. If they changed, they decreased, even if it was a couple dollars. In effect, the CDD assessment has decreased about 1% over the past years, so effectively, it has been flat. Every year we have been able to put money into reserves, but we are getting to the point where the fund balance increase drops every single year. Revenues have stayed flat, the assessments have stayed flat, and the ability to put money into reserves for the future has dropped. We will get to an equilibrium point where there is no more money to go into reserves. We are not there yet, but we are approaching that point. I think it is prudent fiscal management to consider raising assessments. I discussed the effect of a 1% increase with Mr. Moyer. My assessments are \$2,200, and 1% is \$22 per year. The most expensive home here might pay \$30 in increased assessments, if they have the \$3,000 CDD assessment. A 1% increase would add \$41,000 to the budget, and 60% of that is paid by the developer. We also have about 47% of the homes that are owned by investors. This increase will be a write-off for them. We may want to do additional projects in the future. We will more than likely use the capital money that we have set aside for the Lakeshore Park project we discussed. Certainly over the last few years, we have added facilities, including the shade structures, the swings, and there will be any number of

things that we want to do. The whole infrastructure is aging; it is not getting any younger. When you look at what goes on, it gets expensive to maintain. For instance, last year we put a heater in the swimming pool. The second heater has now failed. We do not need it, but it is probably improper to just let it sit there not functioning. What happens when the primary heater fails? Perhaps we want to consider switching to solar heat as a better alternative. If we decide to replace the second heater, we will have spent \$35,000 on two heaters in six or seven years. That is how long they last and it is expensive to heat a pool. Solar is sort of free and it is a green alternative. There are a lot of things going on, and I think the average person who lives here will not be too aggravated over \$30 more a year in their assessments. It is all money that is spent in Harmony. It is not like writing the check to the County, State or Federal government where it is all blended together and goes other places. We spend these assessments here in Harmony on things that people can see. Nothing that we have spent our money on has gone down, with the exception of landscaping. Everything gets more expensive. Insurance and electricity for the street lights increase every year, as do legal fees and engineering fees. A couple line items have already gone over budget. We are at the point where I think we need to seriously consider increasing assessments. I would rather do it now than wait until we get into a situation in a year or two where we need a major assessment increase because of something we did not anticipate. If it does result in a surplus, as in past year, we put that into reserves or fund balance for future needs. I raise this for the Board's discussion.

Mr. Evans stated we can discuss this further at the workshop, because at that time, we will have accurate numbers with regard to landscaping. Every year, we get more and more accurate as far as our projections and our understanding of future costs. I think that will be a good discussion for the workshop.

Mr. Walls stated I understand what Mr. Berube is talking about, but I do not think we are at that point yet. If you look at our budget in total, we do not spend 100%. We keep adding to fund balance. A lot of the big costs in this year's budget are one-time capital items. We will have to maintain them, but they are not an ongoing expense. Our reserves are fully funded at the moment. I cannot see raising assessments right now. I will not support it for this year.

Mr. Berube asked on a personal basis, does the \$30 increase bother you?

Mr. Walls stated yes. It is not bothersome for me, but for some people, it might be. When we do not need it, I cannot support it.

B. Consideration of Resolution 2012-01 Approving the Fiscal Year 2013 Budget and Setting a Public Hearing

Mr. Evans read Resolution 2012-01 by title into the record.

On MOTION by Mr. Walls, seconded by Mr. Berube, with all in favor, unanimous approval was given to Resolution 2012-01 approving the fiscal year 2013 budget and setting a public hearing for August 30, 2012, at 6:00 p.m.
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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 against a \$622,000 non-ad valorem assessment levy, we have collected \$585,000, of which \$37,000 is due and owing and will be received as part of people paying before the tax certificate process begins. Within the next two or three weeks, the County will hold a tax certificate sale.

Mr. Walls stated it started already and is ongoing.

Mr. Moyer stated historically, we have received almost 100%, if not 100%, of our assessments. I am not too concerned about where we are at this point in terms of revenues. On the expenditure side, as Mr. Berube indicated, we have been pretty aggressive on some of the projects that we have undertaken. We are a little over budget but we anticipate at the end of the fiscal year actually coming in a little under budget and would be able to add a little money to fund balance. It will not be the magnitude we have done in previous years, but it will be a little.

B. Invoice Approval #145 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. Berube stated I have a question about the email we received regarding the Severn Trent reimbursement. It is probably a technical issue, but the note reads that this reduction in their invoice will be in effect until January 2013. What that does is gives us

nine months at \$1,300 each month for reimbursement. I think it should say “through” January 2013.

Mr. Moyer stated I can have that changed. It was just the way the memorandum was written. I asked for it to be sent to the Board because I wanted you to know that they are starting to do that.

Mr. Berube stated we had some discussion regarding a request to Severn Trent to pay the attorney fees. What was the result of that discussion with Severn Trent?

Mr. Moyer stated they will pay the attorney fees based on Mr. Qualls’s summary of the attorney fees. They will reimburse the District on the same program that they are doing for the assessment. They will go through the assessment part, and then they will add the reimbursement for attorney fees on the back end of that. Before the District is totally complete with this process, it will be about 20 months.

Mr. Walls stated please send them my thanks for their offer.

Mr. Berube stated I realize it is being done as a reduction on the monthly bills. That is all fine and good, but we will have 20 months of lower bills, and someone has to keep track of all this for budgeting purposes. Is that the right way to do this, accounting-wise? To an outsider looking at it, it will look like we have been paying \$3,300 each month for management fees and then 20 months from now, that will jump to \$4,600 per month. The money is all coming back here, but it does not look right on an accounting basis.

Mr. Moyer stated for budgetary purposes, we will leave management fees at what the contract provides. At the end of the year, the budget will show, for example, \$50,000 in management fees but actual spent is \$37,000. There will be a surplus at the end of the year that still stays in fund balance. It is easier for them to do that than to process a check and mail it.

Mr. Berube stated we always include a budget narrative so that anyone reading it can understand the budget line items. Perhaps there should be a note in the narrative about the reduction in management fees on a temporary basis. That way, everyone can understand what is going on.

Mr. Moyer stated I will have that added.

On MOTION by Mr. Walls, seconded by Mr. Berube, with all in favor, unanimous approval was given to the invoices, as discussed.
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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. Acceptance of the Audited Financial Statements for Fiscal Year 2011

Mr. Moyer stated on the first page, the independent auditor's report, they state, "In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities in each major fund of the District as of September 30, 2011, and the respective changes in financial position thereof for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America." That is traditionally referred to as a clean audit opinion; there are no qualifications. What it really means is that the financial statements that we provided to the auditor as of September 30, 2011, did fairly represent our financial position as of that date. Page 23 is a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards. Regarding internal control, they state, "We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above." Regarding compliance, they state, "The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under Government Auditing Standards." Page 24 is the management letter, and their findings begin on page 25 with current year recommendations, in which they indicated they do not have any such recommendations. Page 26, paragraph 8 indicates that the District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes, which is the section that defines what a financial emergency is. By not meeting one or more of those conditions, saying it in a more positive way, we are not in a state of financial emergency.

<p>On MOTION by Mr. Berube, seconded by Mr. Walls, with all in favor, unanimous approval was given to accept the audited financial statements for fiscal year 2011 and to authorize staff to file with the appropriate State agencies.</p>
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F. Consideration of the Arbitrage Rebate Calculation Report for the Series 2004 Capital Improvement Revenue Bonds

Mr. Moyer stated the results of this calculation indicate that no amount must be on deposit in the rebate fund. We have to track this and put it in a rebate fund if we have any rebate liability, and we do not have any.

Mr. Berube asked what would trigger a rebate liability?

Mr. Moyer stated making more in investments than we are paying on the bond rate. If we are paying 5% and earning 6%, that is positive arbitrage, and that goes into the rebate fund. Post 1986, every five years, you take the monies in the rebate fund and send it to the Federal Treasury. We are paying 7.25% on our bonds and earning 0.15%.

On MOTION by Mr. Walls, seconded by Mr. Berube, with all in favor, unanimous approval was given to arbitrage rebate calculation report for the Series 2004 capital improvement revenue bonds.

G. Number of Registered Voters – 633

Mr. Moyer stated there are 633 registered voters in Harmony. That is only significant if the number was less than 250. The District met both thresholds of having 250 registered voters and being six years old, so transitioned to electing Supervisors in the general election by registered voters and qualified electors.

Mr. Berube stated I noticed there was an advertisement in the newspaper announcing the election. Is that a requirement or just a courtesy?

Mr. Moyer stated I think it is a courtesy.

Mr. Berube stated it was only \$30, and our legal advertising costs decreased significantly this year by changing newspapers.

H. Reimbursement of Legal Fees Related to the 2005 Assessments

This item already having been discussed, the next order of business followed.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

i Landscaping RFP

Mr. Qualls stated thank you for all your comments at the last meeting. I want to thank the District Manager for all his work. I think a lot of hard work went into the new RFP and it is even better than the last one. It is clear and unambiguous. The bids are out and there have been several replies. I would like to mention five things for the Board to consider as you anticipate evaluating those bids next month, which will help avoid a bid

protest. You cannot completely avoid a bid protest but here are some things to consider. One, you have already made sure that the RFP is clear and unambiguous. Two, stay strictly with the criteria that you selected and use that as your guiding principle. Three, reject all bids that are non-responsive or that contain material irregularities. There is a difference between material and minor irregularities. A material irregularity is one that if you waived it, you would give that proposer a competitive advantage over other proposers. There will be things that come up in the proposals where perhaps a proposer has left certain things out and you have to determine, which we will do on the record, if it is a material or a minor irregularity.

Mr. Berube asked does that fall into the same area as non-responsive?

Mr. Qualls stated yes. A non-responsive bid is one that contains a material irregularity, something that was left out or changed that would give that proposer an advantage over the others. Four, remember what this Board is selecting is the most responsive and responsible proposer. The term “responsible” gives you some leeway to decide if, in fact, the proposer has the ability to carry out the job. That is different from a responsive bid that has all the items included. When evaluating if they are responsible, you will decide if they have the ability to carry out this job in a responsible manner. Five, when making your evaluations using the criteria that the Board selected, make sure that every choice is reasonable and is rationally supported. I will provide a memorandum that will provide more details, but keep those things in mind for now.

Mr. Qualls stated related to this, it is my understanding that a couple of proposers missed the mandatory pre-bid meeting that took place yesterday. This is a good time to start looking at some of those tests. The question is, is missing the mandatory pre-bid meeting something that this Board could waive as a minor irregularity? In other words, does missing the mandatory meeting give those proposers a competitive advantage over other proposers? At the outset, you could say that missing that meeting will not give them a competitive advantage. In fact, you could argue that it will give them a disadvantage because they are not familiar with the grounds and their proposal will suffer. There is case law addressing this. There have been successful bid protests won when a proposer submits a proposal and it changes the terms that the agency, or District, was seeking in the proposal. That entity then wins the bid, and then you open it up for proposers who say they would have submitted a proposal if they knew they did not have to attend that

mandatory meeting. While you might not confer a competitive advantage on the proposers who have already submitted bids, it could be argued that you conferred a competitive advantage on those who were able to miss the meeting and their bids were still considered. Then you will have people saying they would have submitted a bid except for the fact that they could not attend the mandatory pre-bid meeting. My advice is that is probably not something that should be waived because it is closer to a material irregularity in the bids. I will include that in the memorandum.

Mr. Berube stated bottom line is, mandatory means mandatory. If you do not show up, then you are done.

Mr. Moyer stated there were no extenuating circumstances. If he had gotten in an accident and could not make it, that might be a basis for considering. They just put it on the wrong day on their calendar. There is no sense to put the bid process in jeopardy over that, in my opinion.

Mr. Berube asked how many people showed up?

Mr. Tome stated there were 13.

Mr. Berube asked you know those people who said they could not attend?

Mr. Moyer stated there was only one. I told Mr. Qualls there were two. I received two phone calls, but it was from the same company.

Mr. Tome stated on the form, there were two companies who picked up packages but did not attend the meeting. I know about the one company who scheduled it for the wrong day, and I do not recall the name of the other company that just did not show up.

Mr. Moyer stated that is fine not to show up. They can pick up a package and take a look at it and realize they cannot conform to the specifications, so they will just not attend the meeting.

Mr. Berube asked everyone received the same RFP package that said it was a mandatory pre-bid meeting?

Mr. Moyer stated yes.

Mr. Evans stated what I hear Mr. Qualls saying is that we do not necessarily have the discretion, without putting the bid process in jeopardy, to waive certain things.

Mr. Qualls stated you never want to waive something that you would deem a material irregularity, one that would give the proposer, who left something out or did not complete something the way you asked, a competitive advantage over other proposers. You cannot

waive those. That will not survive a bid protest. As you can imagine, as the economy takes a downturn, the number of bid protests increases. There was a bid protest just recently in a CDD for a landscape maintenance contract. You want to be very careful. There will be irregularities, and there typically are. The key is, are they material, do they confer a competitive advantage, or is it something you can waive. For example, in one case, a proposer submitted a cashier's check instead of the required bond. The court said that was immaterial since both serve the same purpose. Another example in another case, a proposer failed to submit a required form; however, all of the relevant information that was in that form was in other places in the proposal. That is another example of an immaterial irregularity because it did not confer a competitive advantage by not filling out that form since all of the requisite information was in other places. These are things that are minor and that you cannot waive. You cannot waive things that will give someone a competitive advantage that other proposers did not have.

Mr. Evans stated in the event that we have a series of people who provide proposals that we deem are insufficient but they disagree and they want to challenge this bid process and puts us in a lock-down scenario that impedes our ability to move forward, we have an existing agreement with Luke Brothers that provides us with the ability to renew that contract.

Mr. Qualls stated that is correct.

Mr. Evans asked if we receive a lot of bid protests for whatever reason, can we reject all bids?

Mr. Qualls stated yes.

Mr. Evans stated so we can reject all bids and then fall back on the existing contract for an extension.

Mr. Qualls stated that is correct.

Mr. Evans stated I do not want us to be boxed in because someone tries to use undue leverage on this Board because they may believe we were unfair because they left things out.

Mr. Moyer stated the RFP makes it clear that the Board can reject all bids for any purpose.

Mr. Qualls stated that is correct. Does the Board plan to evaluate these bids at the June meeting?

Mr. Evans stated I would think so.

Mr. Qualls stated I think that is a good idea simply because the contract with Luke Brothers expires September 30, 2012. To terminate that agreement, it requires 60 days' notice. If the Board evaluated the bids in July, which you are not, that gets very close to providing them with a 60-day notice, but evaluating them in June gives you time to do that if necessary. The key is to keep it simple and be rational. You selected the criteria, so stay with it. There needs to be a discussion on the record, and I think it would be helpful to show the rational, logical review that you will do for these proposals.

Mr. Berube asked when will the packages be distributed to the Board?

Mr. Moyer stated we will publicly open them on June 15 at 2:00 p.m. and read the amounts into the record so everyone knows what the bids were. Then we will get with staff, primarily Mr. Haskett, to put them in some sort of summary form, and then we will provide it to the Board as soon as we package it together. I would think three or four days after June 15, so you should have them a week prior to the Board meeting.

Mr. Berube stated I will be out of town for the June meeting and I will try to participate by telephone. If I can receive the packages in advance, I will have time to review them. This is where we will score the proposals to the criteria?

Mr. Quall stated yes, and you will rank them.

ii OUC

Mr. Qualls stated OUC has sent out a contractor that visited with Mr. Golgowski, and the contractor has been hired by OUC to go through OUC's easements and in some cases, outside of OUC's easements, to get rid of trees or other things that could be viewed as a threat to interfere with power lines. There are several trees that are within the boundary of the District that the District is currently maintaining, that will most likely be destroyed by this contractor in order to clear out this easement on behalf of OUC. Some of these are palm trees and they are not going to grow any higher, and some of them are so far away that they are really not in danger of hitting the power lines in Mr. Golgowski's opinion. Mr. Golgowski suggested meeting with OUC to try to inject a little common sense into the process and give the District the ability to make the determination if the trees are going to be destroyed, try to move the trees out of the way, or try to get OUC to make an exception for these particular trees for the stated reasons. When the contractor comes back out, I told Mr. Golgowski to be sure to get from the contractor the authority and the plan for getting rid of these trees, and then meet with OUC to try to provide an avenue for

the District to have some input in that process so that you are not driving along U.S. Hwy. 192 and all of a sudden, 30 trees have been cut down.

Mr. Berube asked is this what we are seeing going on with the grinding and foliage?

Mr. Gologowski stated that is part of it.

Mr. Evans asked what authority does he have to go on private property to remove anything?

Mr. Qualls stated that was my first question, and I did not see the authority outside of the easement.

Mr. Evans stated he has zero authority outside the easement since it is private property. He can go only into the easement.

Mr. Walls asked are the trees in question all along U.S. Hwy. 192?

Mr. Qualls stated yes.

Mr. Walls stated those power lines are really high.

Mr. Berube stated that is correct, but they do not want anything underneath them.

Mr. Moyer stated there is another set of power lines underneath the tall ones.

Mr. Evans stated it is just a matter of where the easements are.

Mr. Qualls stated that is correct.

Mr. Tome stated there are some at the west entrance and at the tunnel.

Mr. Gologowski stated the first line of palms at the tunnel and the bulk of them at the west end, west of the western entrance. There are 26 pines, four oaks and three magnolias.

Mr. Evans asked is the contractor saying they are just going to cut them down?

Mr. Gologowski stated yes.

Mr. Evans stated if he is on private property, we can have him arrested. The other option is for them to replace them or move them. If they start cutting down trees on our property that they cannot prove, without a shadow of a doubt, are an impediment to the public safety of those lines, there will be consequences. Just because there is a contractor who comes out here, he is billing OUC for that work.

Mr. Berube stated the more trees he cuts down, the more money he gets.

Mr. Evans stated that is exactly right.

Mr. Tome stated we agree. These trees are on District property, which is why we raised it with you.

Mr. Evans stated you can pass the message to the contractor that if they remove any trees on the District's property, they will pay for it to be replaced.

Mr. Qualls stated that amounts to a taking.

Mr. Evans stated it is a taking.

Mr. Qualls stated I would at least want to see the authority from this contractor, and when we get presumably a contract with OUC, then we need to review it.

Mr. Berube asked instead of being reactive, can we be proactive?

Mr. Qualls stated I think Mr. Golgowski has been very proactive.

Mr. Berube stated maybe Mr. Qualls should send a letter to OUC's legal department saying what our position is and for them to stay off our property. That way we do not need to wait for Mr. Golgowski to meet with the contractor and thereby putting him in the position of dealing with the contractor but can simply tell him no.

Mr. Qualls stated if you do not want to spend money on legal fees, you can authorize someone to draft that letter on your behalf. It would probably take me 20 minutes to say they need to show us under what authority they plan on cutting down trees in the attached exhibit.

Mr. Evans asked have they already cut some of the trees?

Mr. Tome stated no, but they are here.

Mr. Berube stated I have seen them on both sides.

Mr. Evans stated I would have a letter sent saying that it is our understanding, based on conversations with their contractor, that OUC intends to remove personal property of the District that is on District land, of which you do not have an easement, and by what authority are you making these accusations, and make known your intent.

Mr. Berube stated I think we should work through legal counsel. I do not think it is fair to put Mr. Golgowski in a position to deal with it. He is good about it, but it is not fair to ask him to get into a contest with some contractors.

Mr. Evans stated we will ask Mr. Qualls to draft a letter.

B. Engineer

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

NINTH ORDER OF BUSINESS

Supervisor Requests

There being none, the next order of business followed.

TENTH ORDER OF BUSINESS

Adjournment

The next meeting will be Thursday, June 28, 2012, at 6:00 p.m.

The meeting adjourned at 7:20 p.m.

Gary L. Moyer, Secretary

Robert D. Evans, Chairman