

**MINUTES OF MEETING
FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**

A Regular Meeting of the Board of Supervisors of the Fiddler's Creek Community Development District #1 was held on **Wednesday, November 16, 2011 at 8:00 a.m.**, at the **Fiddler's Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.**

Present at the meeting were:

Phil Brougham	Chair
James Curland	Vice Chair
Gerald Bergmoser	Assistant Secretary
Jim Schutt	Assistant Secretary
Robert Slater	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Crismond	Operations Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Alice Carlson	AJC Associates
Aleida Martinez Molina (via telephone)	Weiss Serota, Special Counsel CDD #1
Tony DiNardo	Developer Representative
Ron Albeit	Foundation
Mike Charbonneau	Safety
Paul Battista (via telephone)	Debtor's Counsel
Elliot Miller	Resident
Jesse Fritz	Resident
Charles Turner	Resident
Peter Blitcher	Resident
Eileen Robertson	Resident
Frank Weinberg	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 8:33 a.m. He noted Supervisors Brougham, Curland, Schutt, Slater and Bergmoser were present, in person.

SECOND ORDER OF BUSINESS

Update: Bankruptcy Proceedings – Aleida Martinez Molina

Ms. Martinez Molina reported that the one item that is affecting the District, since the last meeting, is the voluntary dismissal by US Bank relating to the pending lawsuit against CDD #1, in state court. It was officially dismissed a few weeks ago.

Ms. Martinez Molina reported additional motions were filed in the bankruptcy court but do not directly affect CDD #1. She stated the District has not been served in relation to the appeal.

Mr. Brougham stated he would like to bring up the escrow agreement, covering how the funds, the arrearage of the Collier County taxes, inclusive of the on-roll assessment, are paid. He stated he was provided with the escrow agreement for signature about a week ago and he signed it. Subsequent to the signature, there has been more legal maneuvering.

Mr. Adams explained the original escrow agreement was a joint escrow agreement, including both Districts. He noted CDD #1 was a straightforward transaction but there are issues with CDD #2 in the bankruptcy. He recalled that Regions Bank received, through settlement, title to the collateral of some finished properties that were on-roll assessments. The position with CDD #2, and the debtor, is that obligation of arrearage CDD assessments is the obligation of Regions. Mr. Adams stated the attorneys cannot agree that the issue is implicitly addressed within the final order and they are taking opposing positions. As a result, there has been back and forth debate, a delay in processing the agreement and delaying the transfer of funds.

Mr. Adams noted CDD #1 does not have those kinds of issues. He stated he modified the escrow agreement, relating to District #1, so that its transaction can be finalized. Mr. Adams recalled that he asked Mr. Battista for written confirmation from Regions Bank that they acknowledge their obligation with regard to the arrearage assessments. He reported there has been a delay in the transaction of closing because there are title insurance issues due to the appeal being filed on the bankruptcy case.

Mr. Paul Battista, representing the organized debtors, reported he has been working with Regions Bank to transfer the property since confirmation of the plans. The plans provide that the transfer should have occurred on the effective date of September 2, 2011. He believed that, under the plans, Regions Bank was assuming the outstanding tax bills, including ad valorem and non ad valorem taxes. Mr. Battista reported Regions delayed the closing due to title issues related to the appeal. He stated he has tried to work them to resolve their concerns, which culminated with them filing a motion in the bankruptcy court. The motion asks the bankruptcy

court to intervene in the issue, with a hearing set tomorrow at 3:00 p.m. He was hopeful the hearing would bring about a resolution that would allow the transfer of the property to Regions. He stated he informed Regions the reasons they should pay off the tax bills, including that the interest is around 18%.

Mr. Battista stated he is prepared to enter into a separate escrow agreement with CDD #1 to resolve the payment of the on-roll assessments for the operation and maintenance and principal and interest payments.

Mr. Adams reported the operation and maintenance payment is approximately \$300,000 from the arrearage assessments.

Mr. Pires asked Ms. Martinez Molina if the District has any interest in the appellate proceedings in the bankruptcy case. He requested Ms. Martinez Molina's opinion.

Ms. Martinez Molina believed the Board should be aware of the events and respond, if appropriate.

Mr. Pires believed that Ms. Martinez Molina should continue to receive copies of any briefs that are filed. Mr. Adams agreed and stated she receives the information.

On MOTION by Mr. Brougham seconded by Mr. Slater, with all in favor, authorization for the Chair to execute a revised Escrow Agreement for CDD #1, contingent upon final comments by District Counsel, was approved.

THIRD ORDER OF BUSINESS

Continued Information Request to Indenture Trustee

******This item, previously the Sixth Order of Business, was discussed out of order.******

Mr. Brougham requested to consider the correspondence received from Greenberg Traurig. He stated the latest letter is dated November 10, 2011.

Mr. Adams explained the letters were received in response to the two (2) letters authorizing Mr. Wrathell to write, on behalf of the Board, dated November 1, 2011. He stated the response was received from Mr. Spivey.

Mr. Brougham noted the response indicates that they are not going to provide any of the requested detail supporting the invoices and payments of the invoices, as requested by Mr. Wrathell. Mr. Brougham explained the reasons for the request, including the ability to provide

necessary documentation to the auditor. He believed they are firmly entrenched, that they are not going to provide the requested information and, if the District would like to insist on providing the information, the District will have to institute legal proceedings.

Mr. Brougham expressed his opinion that he does not understand why the Board should institute legal proceedings against the indenture trustee to provide the documents. He noted the risk of getting a qualified audit report but did not understand how the residents are going to be harmed if the District does receive a qualified audit report. He stated the Board was not involved in the actions taken by the indenture trustee; they did not ask for permission to withdraw the funds. He believed the Board was caught in the middle of two opposing parties, the developer and the indenture trustee. He stated he was not in support of additional legal action, as he believes it would be an expense to the residents.

Mr. Slater asked Mr. Pires for information as to what a qualified audit report means. Mr. Pires stated the auditor may reflect that they did not have sufficient detail in order to determine whether or not the expenditures in the particular bond account were appropriated under the documents. He stated he would hope it would include that the inability to provide such was due to the refusal of the indenture trustee, not the District.

Mr. Adams noted a qualified opinion is in the audit and has some effect on the District's creditworthiness. He noted it is outside of the District's ability to secure and was not sure how a credit department would look at it.

Mr. Brougham stated he could see that a qualified audit opinion would jeopardize any future bonds that the District may consider; however, he did not foresee the District needing to do such.

Mr. Pires noted the potentially more significant issue could be that the District is in default on the bonds. Mr. Brougham commented it is no fault of the District. Mr. Pires believed the default may be more significant to the creditor.

Mr. Brougham did not see any problem with Mr. Wrathell continuing his effort to have them produce these documents. He noted the memo considers a threat of litigation and the indenture trustee is making an assumption about the intentions of the Board.

Mr. Adams believed the District has exhausted the requests through Management, as the response directs communication through counsels only.

Mr. Brougham recommended Mr. Wrathell “fold his tent” with regard to the requests and suggested “letting it go”. Mr. Bergmoser agreed and stated he is concerned about the unpaid, outstanding invoices. Mr. Adams estimated the outstanding invoices to be around \$22,000, with another \$95,000 in outstanding projects that are not currently encumbered.

Mr. Brougham reported that, notwithstanding some reimbursement of legal fees in the early stages of the foreclosure action, the Board has been saddled with around \$80,000 of legal expenses. He noted the legal expenses were incurred to defend the District in legal action that was brought about by no fault of the District.

Mr. Curland inquired as to the public records request. Mr. Adams stated the District will follow through and did not believe the District was exempt. Mr. Pires indicated the District needs to comply with the request but, to the extent that some records are exempted, it will be reviewed on a document by document basis.

Mr. Adams explained Management will compile all the documents and Mr. Pires will review to remove any exempt document. He confirmed the executive sessions are exempt.

Mr. Curland asked if it as cost to the District. Mr. Adams replied that there is no cost through the management office but there will be attorney fees for the review.

Mr. Slater believed that Ms. Martinez Molina should remain a part of the process.

Mr. Brougham agreed.

FOURTH ORDER OF BUSINESS

Developer’s Report/Update

******This item, previously the Third Order of Business, was discussed out of order.******

Mr. Tony DiNardo reported that DR Horton closed on October 27, 2011.

FIFTH ORDER OF BUSINESS

Engineer’s Report

******This item, previously the Fourth Order of Business, was discussed out of order.******

Mr. Cole recalled discussion on the shortfall funding in the Series 2005 construction account. He stated about \$95,000 worth of work needs to be completed. There is approximately \$22,000 due, at this time. He indicated he is not going to continue work beyond the point, as there are no funds in the account.

Mr. Brougham clarified that the work was previously authorized in 2009 by the bondholders and indenture trustee to be completed within CDD #1, utilizing construction fund proceeds. He stated the District did not embark on any work that was not included on the improved list. Substantial progress was made but funds are not available in the account. He noted the account was overdrawn by the indenture trustee. Mr. Cole reported about \$22,000 is the amount owed.

Mr. Adams noted the negative fund balance is currently \$33,274. He stated there was an exhibit that identified all the expenses out of the 2005 construction account, related to legal fees and others. Approximately \$733,000 was directly debited from the construction account by the trustee.

Mr. Brougham noted the construction list was previously approved by the bondholders. He explained their position changed because the bonds went into default and a subsequent approval was not received after the default. He noted the two (2) most expensive items that remain include \$30,000 for a second lift on Marsh Drive and \$25,000 for certification on lake conveyance documents. He asked Mr. Cole what happens if the certification of the documents does not occur.

Mr. Cole reported he was working with the developer, over the last few months, to get all the certifications up to date with the water management district. In doing so, there was dialogue with the district and the importance of having the certifications completed was noted. He confirmed the remaining work is not construction; it is staff work.

Mr. Cole stated the \$25,000 includes conveyance of the lakes from the developer to the CDD. He noted the certifications need to be completed, otherwise the District will be in default of the permit. Mr. Pires noted the current permit holder is the developer and stated the permit needs to be transferred to the CDD as the operator of the surface water management system.

Mr. Brougham noted he did not believe the funds were going to be made available. He asked who will be harmed and damaged if the conveyance documents do not move forward.

Mr. Pires explained that if there is an issue with the water management district, they send the permit holder a letter notifying them that they are not in compliance. It can then be followed up with enforcement procedures; whether it is against the developer for not completing certification or against the District for operating a system without an operating permit, there is a possibility of fines. He noted the permittee is responsible for compliance with the permit. He

confirmed that not moving forward with the certifications could incur significant damage that would affect Fiddler's Creek.

Mr. Slater asked if the permits being considered are those owned by the developer. Mr. Pires advised that ownership is not a good term because the District may have a water management system by virtue of an easement or dedication by plat, as opposed to being owned in fee simple. He noted when the facility is owned, the land may not be owned; rather, the District may have an easement.

Mr. Slater stated the District does not have the funds to complete the transfer from the developer. He believed the developer would like to get out of having the issue and recommended the developer pay for the work.

Mr. Brougham felt it is in the best interest of Fiddler's Creek to get into compliance and stated the District has to find some way to pay for the work.

Mr. Pires noted potential fines that could be imposed by the water management district.

Mr. DiNardo stated the developer is paying for the certifications because the developer has to pay the bonds back. He believed the bondholders took the money from the construction account and the Board is not doing anything to protect their rights.

Mr. Cole reported the second lift on Marsh Drive needs to be completed but it is not rushed because there is going to be construction traffic going down Marsh Drive, at some point. At this point, the District received preliminary acceptance from Collier County on those improvements, for that portion of the project. The public can traverse across the roadway and the bond has to be renewed every year until final acceptance is received from Collier County. He did not believe the bond amount was a large amount. He stated it is not hurting anything that the work is not being completed; however, the subdivision improvement bond will have to be renewed.

Mr. Brougham asked how the residents of CDD #1 are harmed if the second lift never occur on Marsh Drive. Mr. Cole did not believe there is a physical harm, as long as the roadway is maintained in operable conditions.

Mr. Brougham noted there are \$40,000 worth of professional fees and contingencies associated with the projected completion work. Mr. Cole confirmed the amount and explained it is typically associated with soft costs.

Mr. Brougham asked if there are vendors that have not been paid. Mr. Cole responded affirmatively, including himself and Bentley Electric.

Mr. Brougham noted the need to ensure the certification work is completed and expressed concern for the work that was completed but not paid. He noted the projects were to be paid from the funds in the construction account; however, those funds were withdrawn. He noted the potential to pursue reimbursement of the funds but expressed concern in the unknown length of such litigation. Mr. Brougham believed that one option is to pay the outstanding invoices from the operating and maintenance fund for future reimbursement, potentially by the bondholders. He recommended considering how the District can fund the certifications for the SFWMD permit and requested a quote to see what it would take to get the work completed.

Mr. Brougham asked Management about a mechanism to pay the outstanding invoices. Mr. Adams explained it is the same mechanism that was used previously to safeguard the irrigation water consumptive use permit. He recalled delays in getting funding to complete the testing needed for the consumptive use permit report. The District would expense the items and book them as a "due from" from the particular construction account. Mr. Adams confirmed it can be carried on the books as long as the District desires.

Mr. Adams reported the cash balance was about \$250,000, at the end of October. Mr. Brougham believed the District has sufficient funds to pay the past due invoices and certifications.

Mr. Jesse Fritz, a resident, believed the Board should fight back against the bondholders for the removal of funds.

Mr. Charles Turner, a resident and Chairman of the Club & Spa Advisory Board, noted his concern that someone took the funds for a project. He encouraged the Board to try to get the funds back from the bondholders.

Ms. Eileen Robertson, a resident, noted her concern with the Board not being concerned where the funds went. She stated if the funds are not present and the operation and maintenance funds are being used to pay for items, then the residents' money is being affected. She believed the Board's inaction allows the events to occur. She encouraged the Board to find out where the money went.

Mr. Schutt noted the lack of recognition that the funds removed was bondholder money that was loaned to the CDD to be paid back in a certain way. There was a default on the

repayment and, under the default mechanism, the bondholders have the right to do what they want with the funds. He recalled the bond counsel advice that the bondholders can do whatever they want with the funds, after a default is declared. He discussed the potential reimbursement of expended funds related to legal fees.

Discussion followed on the use of the funds by the bondholders. Mr. Brougham noted the funds are gone and the outstanding construction ahead of CDD #1 is minimal.

Mr. DiNardo recalled a document in 2009 that states that funds can be used by the District for certain work. He noted that there is a process for the construction funds to be redeemed.

Mr. Pires recommended contacting the trustee regarding fees associated with the overdrawn account. He stated, if the Board decides to fund the remaining improvement items, he recommended the Board recognize the letter from the indenture trustee, dated November 10, 2011, in which they acknowledge the granting of funds prior to the bankruptcy litigation. He believed there is an argument for equitable estoppel against the trustee that, in good faith reliance, upon that representation or assurance by the bondholders, the District changed its position by incurring expenses or expenditures. He believed it is appropriate to respond to the letter in a request, to make sure the account is in balance, the District is not charged additional fees for the account not being in balance and the District disputes their position that the approval from November 2010 is null and void. If the District funds the work, the District reserves the right to get the funds back from the bonds.

On MOTION by Mr. Curland and seconded by Mr. Slater, with all in favor, authorization for District Counsel to write a letter to the indenture trustee regarding keeping the construction account in balance, potential payment for fees associated with an overdrawn account and the District's position as to the availability of the funds, was approved.

Ms. Gretchen Scott, a CDD #2 Board Member, asked how the original funds in the construction account were to be used. Mr. Cole replied that the majority of the remaining funds were related to Marsh Cove, except the roadways, which were intended to be private. He stated a certain amount of work was started but there is a substantial amount of work remaining. He stated the funds were to be used for the Phase 4 work.

Mr. Schutt recalled an engineer's report stating that the funds were considered excess, which indicates it was not needed. Mr. Cole advised he does not recall stating there were excess funds in bonds, relating to the Phase 4 bond.

On MOTION by Mr. Brougham seconded by Mr. Slater, with all in favor, authorization for the payment of past due invoices in the amount of \$21,886.91 and, in addition, payment for permits related to lake certification for an amount not to exceed \$25,000, to be booked as a "Due From the Construction Account", was approved.

Mr. Frank Weinberg, a resident, asked if the Board is reserving the right to sue, at some point in the future. Mr. Brougham noted a statement has not been made by the Board to sue or not to sue.

Mr. Cole thanked the Board and noted the 10% contingency covers various fees, including bond renewal fees. He presented Draw 63 for \$550, with the majority of the work related to the annual PUD monitoring report. He asked that it be considered for payment. Mr. Brougham agreed with including it as part of the previously approved work.

Mr. Cole stated he will review bond renewals and associated soft cost projections.

Mr. Brougham discussed the events of the default and bankruptcy within the past 18 months. He stated the Board is not prepared to incur more legal fees.

SIXTH ORDER OF BUSINESS

Consideration of Award of Contract – Lake & Wetland Maintenance

******This item, previously the Fifth Order of Business, was discussed out of order.******

Ms. Crismond reviewed the bid analysis for the Lake and Wetland Maintenance contract. Mr. Brougham recalled use of Aquagenix, in previous years, and stated their work was unsatisfactory. Mr. Adams confirmed there were problems with Aquagenix.

Ms. Crismond noted the contract is set to expire at the end of November. She indicated Aquagenix, Collier Environmental and Woods and Wetlands were deemed irresponsible bidders, as they failed to submit several required items. She confirmed she held a mandatory, pre-bid meeting with the contractors. The current contract is for \$149,964. The new contract with

LakeMasters is an increase of \$4,200 but includes the Belle Meade Preserve. She recommended the District stay with LakeMasters.

Mr. Schutt noted the presence of Aquagenix throughout the community.

Mr. Adams recalled prior issues with Aquagenix, in Fiddler's Creek, in which they were terminated for poor performance. He noted that does not mean they are not qualified for the work but they were unable to overcome prior service quality issues in the community. He believed the community is best served by continuing with LakeMasters.

Mr. Brougham noted the District is not obligated to take the lowest bidder. Mr. Adams stated it is the lowest, responsible and responsive bidder that best serves the interest of the District.

On MOTION by Mr. Brougham and seconded by Mr. Bergmoser, with all in favor, awarding the Lake and Wetland Maintenance Contract with LakeMasters was approved.

SEVENTH ORDER OF BUSINESS

Findings Regarding CDD Ownership and Maintenance Responsibility for Property Between Sidewalks and Roads in Single Family Neighborhoods

Ms. Crismond recalled the Board was seeking clarification on where the responsibility lies between the sidewalk and the curb as it relates to cleaning curbs, overgrown weeds, etc.

Mr. Brougham reviewed the findings made by Mr. Pires at the last Board meeting.

Discussion followed on the owners of the sidewalks. Mr. Peter Blitcher, a resident, proposed cleaning the sidewalks on an annual basis and prior to the busy season. Ms. Crismond reported that all the sidewalks on Mahogany Bend will be cleaned. Mr. Brougham believed the sidewalks will be cleaned on an annual basis.

Discussion ensued on the maintenance of curbs in a specific area of the community. Mr. Blitcher recommended the landscapers address the weeds.

Mr. Brougham noted the CDD is responsible for the maintenance of the district-owned sidewalks. He recommended Staff contact the HOA regarding the maintenance of the given sidewalks. He requested that TruGreen periodically edge the sidewalks adjacent to the empty lots. Ms. Crismond stated the area that Mr. Blitcher is referencing does not belong to the CDD.

Mr. Blitcher noted there is a spot on the road where the top coat has been pulled off and requested it be patched.

Mr. Brougham stated the escrow agreement is in the process of completion to protect the District in damage to sidewalks that may occur through construction. Mr. Blitcher noted the issue is a damage issue. Mr. Brougham requested a quote for the repair and a recommendation on how to repair the damage.

EIGHTH ORDER OF BUSINESS

Approval of Minutes

• **October 26, 2011 Regular Meeting**

Mr. Brougham presented the October 26, 2011 Regular Meeting Minutes and asked for any additions, deletions or corrections. The following changes were made:

Line 203: Change "CDD 2" to "CDD 1 Construction Account"

On MOTION by Mr. Schutt and seconded by Mr. Brougham, with all in favor, the October 26, 2011 Regular Meeting Minutes, as amended, were approved.

• **October 28, 2011 Public Hearing and Regular Meeting**

Mr. Brougham presented the October 28, 2011 Public Hearing and Regular Meeting Minutes and asked for any additions, deletions or corrections. The following changes were made:

Line 832: Change "8:00 a.m." to "10:00 a.m."

Line 836: Add "10:00 a.m." after "8:00 a.m."

On MOTION by Mr. Brougham and seconded by Mr. Curland, with all in favor, the October 28, 2011 Public Hearing and Regular Meeting Minutes, as amended, were approved.

NINTH ORDER OF BUSINESS

Other Business

A resident asked for clarification on the gutter cleaning. Mr. Brougham recalled having the gutters washed, in previous years; however, they were black again within months of cleaning.

Mr. Brougham asked for a status on the indemnification status with Ms. Alice Carlson's attorney. Mr. Pires reported, according to Ms. Carlson's attorney, the insurance agent stated the carrier may not provide coverage if the indemnification letter is provided. Mr. Pires requested the position of the carrier in order to know how to address it. He stated he is awaiting a response from the insurance company. Mr. Brougham requested the item be added to the agenda.

TENTH ORDER OF BUSINESS**Staff Reports****a. Attorney**

There being no report, the next item followed.

b. Manager**i. Unaudited Financial Statements as of October 31, 2011**

Mr. Adams presented the Unaudited Financial Statements as of October 31, 2011. Mr. Brougham asked for a status on the developer off-roll payment. Mr. Adams recalled prior discussion with Mr. DiNardo and the developer's controller regarding the payment and stated he was advised by Mr. DiNardo that they were "out the door".

Mr. Brougham recalled the security line item was over budget and requested Mr. Adams address the reasons. Mr. Adams noted the payment method changed to payments made on actual costs incurred, including bi-weekly payroll payments. A bi-weekly payroll payment involves two (2) months, with three (3) pay periods per month, which accounts for the overage experienced.

Mr. Brougham noted the negative balance on Page 4 for General Fund 002. Mr. Adams explained it is negative because a large part of the funding is coming from the amounts owed in arrears, from the properties owned by the developer.

ii. NEXT MEETING DATE: December 14, 2011 at 8:00 A.M. (Joint Board Workshop followed by Regular Meeting)

Mr. Adams noted the next meeting is scheduled for December 14, 2011.

c. Operations Manager

Ms. Crismond reported the holiday decorating project will be completed next week. She indicated the landscaping work includes mulching, plant installations and palm trimming. The pressure cleaning is ongoing.

Ms. Crismond reviewed the patrol statistics.

Mr. Brougham asked Mr. Charbonneau if there has been any correspondence with the East Naples commander regarding the position of vehicles on CDD roads. Mr. Brougham recommended a presence on Cherry Oaks, Mulberry and Mahogany to solve some issues. Mr. Charbonneau replied that he discussed the locations in which the larger, three (3)-point intersections are the main areas. Mr. Charbonneau stated he will discuss the possibility.

ELEVENTH ORDER OF BUSINESS

**Audience
Requests**

Comments/Supervisors’

Mr. Elliot Miller, a resident, asked if the Sheriff’s people are generally around during the day. He recommended the sheriff be around at various times.

Mr. Fritz inquired as to the effectiveness of the citations and warnings. Mr. Brougham reported there were 22 total stops for October; nine (9) residents, seven (7) guests and six (6) vendors. Three (3) details were completed. There were six (6) citations and 16 warnings. Mr. Brougham confirmed that the homeowners are paying for the detail.

Mr. Charles Turner, a resident, stated there are two (2) areas that the advisory board would like to bring to the CDD’s attention. He noted that cleaning of the sidewalks in the general areas has been completed in a lower standard since they were turned over from the Foundation. In addition, the curbs were not addressed. He requested the entire sidewalks be completed, as there are areas that have not been completed in entirety.

Mr. Turner noted the concern of security with the upcoming construction. He recalled a conversation with Mr. Charbonneau and thanked the Board for supporting the program. He requested the Board consider additional staff at the Main Gate, including the roving patrol. Mr. Turner requested staff at Championship Gate.

Mr. Brougham requested that Mr. Albeit provide a proposal for an additional staff member during peak times. He stated that staffing Championship Gate has already been considered by the Board in prior years.

Mr. Turner, voiced his concern in maintaining the quality of the community while the assessments are increasing. He noted the District agreed to uphold the standard set by the Foundation in reference to the sidewalk conditions. Mr. Brougham replied that the standard will be followed.

Discussion followed on the focus for next month’s joint workshop.

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Brougham seconded by Mr. Schutt, with all in favor, the meeting adjourned at approximately 10:30 a.m.


Secretary/Assistant Secretary


Chair/Vice Chair