

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

The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Regular Meeting on Wednesday, December 6, 2017 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present at the meeting were:

Phil Brougham	Chair
Gerald Bergmoser	Vice Chair
Robert Slater	Assistant Secretary
Charles Turner <i>(via telephone)</i>	Assistant Secretary
Joseph Schmitt	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant Regional Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Carrie Robinson <i>(via telephone)</i>	Special Counsel
Michael Herrera	Q. Grady Minor
Valerie Lord	Counsel - The Foundation
Ron Albeit	General Manager - The Foundation
Robert Dieckmann	Interim Project Manager – The Foundation
Marie Puckett	Director of Safety – The Foundation
Monique Irmen	Cherry Oaks Condominium Association
Marshall Sutker	Resident
Peter Blitcher	Resident
Frank Weinberg	Resident
Bob Alcom	Resident
Gary Donner	Resident
Jim Schutt	Resident
Judy Tibbs	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 8:00 a.m. Supervisors Brougham, Bergmoser, Slater and Schmitt were present, in person. Supervisor Turner was not present at roll call.

▪ **Special Counsel Update**

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

*****Mr. Turner arrived at the meeting, via telephone, at approximately 8:05 a.m.*****

Ms. Robinson stated that she would be moving forward with a Case Management Conference (CMC), before the Court, to get pre-trial and trial dates. The CMC is on track and ready for trial by the end of December, 2018, or the beginning of January, 2019, with a contemplated trial date in February, 2019. It remains to be seen whether the Court will have that available trial time; however, that is the trial schedule and what should be anticipated. There will be a number of pre-trial deadlines, most noticeably, with the close of discovery being the end of September, 2018. All depositions and written discovery must be completed by then. Now that there is a schedule with a discovery calendar for all the attorneys and witnesses, Ms. Robinson believed there will be a need for an Executive Session to discuss some of the upcoming discovery and scheduling; she requested an Executive Session. Her preferences were the afternoon of Thursday, December 14 or the afternoon of Friday, December 15.

On MOTION by Mr. Brougham and seconded by Mr. Bergmoser, with all in favor, authorizing Mr. Turner's attendance and full participation, via telephone, due to exceptional circumstances, was approved.

Due to conflicting schedules with the Board Members, Ms. Robinson also proposed the afternoon of Wednesday, December 20 or the afternoon of Friday, December 22. A quorum of three was available to attend the Executive Session. A Public Hearing would also need to occur, per Mr. Adams and, since he could not be in attendance on any of the proposed dates, either Ms. Robinson or Mr. Reyes would have to open the Public Hearing, close it and obtain a Court Reporter to take the minutes. It was decided that the Executive Session would be held on December 14 at 1:00 p.m.

*****Ms. Robinson left the meeting.*****

- **Licensing Agreement Between CDD #1 and Cherry Oaks Condominium Association to Allow Roofing Materials Storage**

*****This item was an addition to the agenda.*****

Mr. Brougham stated that the Board Members received the proposed Licensing Agreement between Fiddler's Creek Community Development District #1 and Cherry Oaks Condominium Association (COCA) to temporarily have its roof contractors store materials on

the CDD’s Right-of-Way (ROW) and at the cul-de-sac. Ms. Monique Irmen, from the COCA was present. Mr. Pires prepared the Licensing Agreement, which appeared to be straightforward.

Mr. Brougham asked if there were any objections from the public. Proper warning signs and triangles would be displayed and there would be contingency that requires damages to landscaping or shrubbery to be repaired and restored at the contractor’s expense. Hearing no objections, Mr. Slater requested a Motion authorizing the Chair to execute the Licensing Agreement.

On MOTION by Mr. Slater and seconded by Mr. Bergmoser, with all in favor, authorizing Mr. Brougham to execute the Licensing Agreement Between CDD #1 and Cherry Oaks Community Association to allow roofing materials storage, was approved.

Mr. Pires would send the original Licensing Agreement to Mr. Brougham for execution.

*****Ms. Irmen left the meeting.*****

SECOND ORDER OF BUSINESS

Public Comments: Non-Agenda Items (3 minutes per speaker)

Mr. Peter Blitcher, a resident and a real estate developer for over 35 years, stated that, following the hurricane, he learned about the assessment change and found that many people did not understand it.

Mr. Brougham stated that this item would be discussed later in the agenda. Any questions concerning the basis for the assessments should be directed to The Foundation Board, who is completely in charge of that project. The Foundation is authorized to impose a damage assessment. The CDD is a governmental entity and does not have the authority to issue a loss damage assessment. Most of the questions will be answered.

THIRD ORDER OF BUSINESS

Special Counsel Update

This item was presented following the First Order of Business.

FOURTH ORDER OF BUSINESS

Developer’s Report

There being no report, the next item followed.

FIFTH ORDER OF BUSINESS**Engineer's Report**

Mr. Brougham stated that there were questions on the internet regarding Oyster Harbor.

Mr. Cole distributed a Hurricane Irma Restoration Report. As far as normal and routine items, the contractors were continuing to perform lake repairs on various lakes. He met with the Golf Course Superintendent yesterday to review a few areas; there were several areas where bags were filled and needed to be cut and the sod installed. The work would begin next week. For Hole #1, the green area would be completed, along with Hole #16, he believed. In response to Mr. Brougham's question regarding if this was the normal erosion control work and not the additional \$17,000 worth of work, Mr. Cole replied that it was the normal work. Hole #10, represented the additional \$17,000 worth of work, which would commence in January, 2018.

A Board Member stated that a palm tree was halfway down where the bags were placed, around Hole #16. The bags were stopped and started again and Mr. Cole must address that. Mr. Cole stated that the golf course will take care of removing that tree and he will work accordingly; he will have to work around the bags.

Mr. Brougham introduced Mr. Robert Dieckmann, Interim Project Manager for The Foundation, in charge of working on the clean up restoration.

Mr. Cole stated that he and Mr. Dieckmann had been working closely over the past month to coordinate the work. Mr. Cole provided the following update:

- Rocky Landscaping started cutting on November 13, beginning on the west end of Fiddler's Creek Parkway and Collier Boulevard and were working to the east.
- A second crew was sent to Veneta, at the north end of Fiddler's Creek Parkway, and was working south.
- A cost estimate was prepared, based upon a study and inspection by Waldrop Engineering (Waldrop), which occurred right after the hurricane. Once the debris was removed, Waldrop was able to better view certain trees. Waldrop was working ahead of the work crews to revisit these trees to ensure that they were marked for removal, rather than giving the trees a chance, or to prune, or re-stand the trees.
- At the Veneta Fountain and Sandpiper Drive main entrance, some very large and expensive palm trees needed to be replaced; however, they would try to stand them up.

Mr. Brougham noted the progress in the report and that Mr. Dieckmann puts out a weekly or bi-weekly report, through e-blast, to all Village Board Members. Mr. Slater stated that it was not reaching all Village Board Members; it was being sent to all Villages but he may have missed a name. A Board Member requested that the report go to all CDD Supervisors as well. Mr. Brougham thought it should be forwarded to the residents, since it was very informative. It should be brought to the attention of Mr. Albeit, if anyone was not receiving the report.

Mr. Albeit stated that Sarah can be contacted at 732-9300; his records can only be updated based on the management company telling the CDD when there is change in leadership.

- BrightView's first invoice was for work through November 21 was received and included 151 trees that were cut and ground, or uprooted. There are 100 or more trees to be cut; however, he was not considering paying for them until they were either uprooted or ground. Since that time, through November 30, the totals increased to 369 trees which were cut and ground and uprooted. He is coordinating with Mr. Albeit regarding the portions attributed to CDD #1 and CDD #2 and was still in the review process; nothing has gone to the District yet for allocation to The Foundation.
- Collier County is continuing to pick up debris piles, as necessary.

Mr. Brougham requested that Mr. Dieckmann get additional crews for debris removal, since the County could discontinue picking up debris at any time.

- Mr. Albeit provided him with contracts for review for street lighting, by Bentley Electric; CDD #1's portion was approximately \$170,000 and CDD #2's portion was approximately \$75,000. These were preliminary numbers.

In response to Mr. Brougham's question, Mr. Cole confirmed that the materials for the street lighting work were not ordered yet.

Mr. Brougham stated that, historically, the street lighting orders had a long lead time taking months.

- A contract is being developed for signage repairs with Lykins-Signtek (Lykins) and Mrs. Adams received a proposal for the work and would coordinate with them.
- Mr. Mark Minor, of Q. Grady Engineering, will present a report on the walls and fence repairs shortly.

Mr. Cole stated that the following represented items he was working on separately from The Foundation:

- Catch basin cleaning

- Lake erosion repairs/restoration
- Road repairs – the paving will be repaired in both lanes at the entrance to the main gatehouse on Fiddler's Creek Parkway; the work will occur in January
- Road paving, from the main entrance to Championship Drive, was deferred due to the storm; therefore, there may be some areas that need attention

Mr. Brougham stated that, in the Fiscal Year 2018 budget, approximately \$450,000 was budgeted to begin the paving program on Fiddler's Creek Parkway. The Board deferred that work and reutilized those funds for the purpose of paying for the CDD's cleanup costs after the hurricane, rather than that being part of the Hurricane Restoration Plan. The eventual account allocation was reduced as to CDD #1.

- On a daily basis he was coordinating efforts regarding a tree falling on a house

Mr. Brougham directed Mr. Cole to forget about the tree on Pepper Tree, as he already looked at it.

- There was a hydraulic spill on Fiddler's Creek Parkway from one of the BrightView trucks. They were working to get that cleaned up.

Mr. Brougham wanted to know when the catch basin grate would be fixed. Mr. Cole stated that he sent another email this morning requesting an update. It is a special order and a cast iron top had to be ordered, which was not a standard item.

Mr. Slater stated that they were doing a great job looking onto the front of Fiddler's Creek Parkway. There were four or five Villages where the trees were leaning over on houses or have broken branches, and they were not doing the backs of any of them. He was not sure if Mr. Cole was done with the segment but they are not going inside and trimming the broken branches on any of them. He is referring to Whisper Trace, Bent Creek, Pepper Tree and the next one up. One side of the street looks nice and the other does not.

Mr. Brougham stated that some Villages opted out of the Restoration Plan (Plan) but their responsibility is to clear the trees out of the Right-of-Way (ROW), including the entire tree. Mr. Cole would look at it and make it clear.

A female member of the public stated that there was a tree on the end of Cherry Oaks Lane at 9154, between the home and the road, and asked to meet with someone to clarify that it would be covered by the CDD. Mr. Brougham advised that questions of that kind should be directed to Mr. Dieckmann, rather than Mr. Cole.

Mr. Bergmoser asked how many employees BrightView currently had on the property.

Mr. Brougham stated that Mr. Cole's report included the number of employees and how many were in the crews. Mr. Slater stated that nobody was getting those reports. Mr. Brougham stated that he has the reports and there is a whole laundry list on the email address.

Mr. Dieckmann stated that, typically, there are two to three crews and anywhere from 15 to 23 people. In response to a Board Member's question, Mr. Dieckmann stated that they were looking to ramp up their employees.

A Board Member recalled that, at the last Board meeting, it was estimated that the operation would be completed in 90 days; he asked if there was still confidence in that. Mr. Dieckmann replied that the target date was for the end of January. A Board Member stated that he had not seen any of the stumps being removed, which also had the 90-day target date. Mr. Adams stated that a lot of stump work was done just behind Sandpiper. Mr. Cole stated that 107 stumps were ground and 262 trees were uprooted.

Mr. Dieckmann would follow up on the barrel per Mr. Brougham's request.

Mr. Brougham stated that most residents should have received a Notice from Collier County Growth Management regarding the Collier County Planning Commission holding a meeting on the Antilles Development across from what used to be the perimeter fence. The meeting will be held on December 21 at 9:00 a.m., at the Collier County Commissioner's Board Conference Room. He looked at the materials online and they had not changed, in terms of the commitments they made to the District, going back to last year regarding adhering to a two-story maximum building around the perimeter, including the garage. The perimeter plan buffering, which was approved, is an enhanced buffer.

SIXTH ORDER OF BUSINESS

Continued Discussion/Update: Hurricane Irma Recovery

Mr. Brougham gave the following update:

- The primary objective of the District is to get the community cleaned up and restored as quickly as possible.
- It is not the same as Hurricane Wilma when the District was not in litigation and the District had access to loans on its own.
- With Hurricane Wilma, short term financing was obtained from The Foundation, or the Developer, enabling the District to immediately start doing the clean up, which happened almost immediately after the hurricane.

- That proceeded until such time as when the District was able to negotiate a loan with a bank to fund all the clean-up and restoration at that time.
- That loan then resulted in a special assessment that was levied by the District to all the property owners/Equivalent Residential Units (ERUs) within the CDD, at that time.
- That loan and that assessment were payable in full, or over a five-year period and added into the normal CDD assessment, which appears on the tax bill.

Mr. Brougham stated the following about the District's situation, as related to Hurricane Irma:

- The CDD is in litigation.
- The CDD has no access to a loan, although it tried to get a loan, one is not available.
- The CDD was faced with Hurricane Irma which was worse than Hurricane Wilma by orders of magnitude.
- The objective is the same; to clear and restore the community as quickly, effectively, efficiently and cost-effectively, as possible but there was no way, as a CDD, to finance it.
- The CDD had access to The Foundation's credit worthiness, to get a loan with Iberia Bank. This is The Fiddler's Creek Foundation, commonly known as "The Club & Spa".
- The Foundation hired engineering firms, bid out to various contractors to perform clean up and, within two to three weeks, gathered most of the people who are here.

The primary reason that CDD #1 opted in was because it had no money to do this and CDD #2 did not have the money, either. There was a choice at the time. This Board could have sat here, wrung its hands, tried to employ contractors, tried to estimate the costs, put out a special assessment of some kind and then waited to collect the money from the residents over an unknown period of time before work could be started. No contractor would sign up unless the District had the money to pay them. There could have been a special assessment. \$500,000 of surplus was already spent on clean up. As far as going into Phase 2, the District would have been grinding for years and that would have affected the property values. There would have been a lot more complaints.

- The Foundation is an HOA and cannot assess anyone who is not a member of the HOA. They are assessing the Members of its HOA.
- Questions about the conduct of this project can be factually answered by calling Mr. Albeit, Mr. Dieckmann or Mr. DiNardo, the principals in charge of this project.

Mr. Brougham stated that he did not mean to criticize Mr. Sutker; however, he sits on The Foundation's Board and participated in the Board Meeting that approved the services of the Coordination Agreement. Mr. Sutker was not present at the last meeting, when this was discussed but yet, Mr. Sutker is asking in written form and circulating around the community, for the CDD to do something. This CDD Board is not running this project; it signed a legal agreement to have our authority to plant materials with The Foundation. It is The Foundation's project. Every Board Member received an advance copy of the Coordination Agreement, reviewed it, understood the basis and that the assessments would go to anyone who was a Member of The Foundation, subject to the assessments of The Foundation; the wording is very specific in that Coordination Agreement. It is time to move on and get behind this project to get this done with Mr. Dieckmann. Let us keep our eyes on the money so it is not wasted since it all goes back to the people who live here.

Mr. Sutker stated that he was not asking that the Coordination Agreement be changed or terminated but he was asking for the Board to obtain an independent lawyer to look at the Coordination Agreement to determine the basis. What is being done is for the benefit in CDD #1; therefore, he wants all the lots treated equally, which is normally the case, and all assessments, including after Hurricane Wilma. He asked if there was a way, consistent with the Coordination Agreement, for all of the numbers in CDD #1, beyond the 1,550 who are also Members of the Foundation, to pay their share. He read the Coordination Agreement and there is nothing in it that says that you cannot make an assessment and even things up. He asked if there was something that could be done to even this up.

A Board Member commented that the District's lawyer reviewed the Coordination Agreement plus The Foundation's lawyer and he did not see any need to have another attorney involved. Certainly, as a property owner, Mr. Sutker could retain an attorney and have that attorney review any documents that he would like. If that lawyer believes that there is an avenue to proceed as Mr. Sutker wants, he can bring that issue to the Board as a petition. The issue is resolved and he does not want to discuss this further.

Mr. Bergmoser stated that he did not understand, until he saw the use and source of funds that was buried in some document online, that the people paying for this were only The Foundation Members. Almost every clause where property owners is mentioned, it just says "property owners". While he understands that CDD #1 does not have the ability to borrow what it needs, he empathizes with Mr. Sutker and the people who feel like they are being overly

burdened and the builders are not paying their share of what is enhancing the value of Fiddler's Creek so that they can sell their homes and lots. He asked Mr. Pires' opinion regarding Mr. Sutker's letter, which stated "we may be unlawful in directing The Foundation to do something that we could not do directly".

Mr. Pires stated that the letter says "that the CDD is indirectly taxing them" and the CDD is not; there is no proposing of any tax or assessment in this case, at all. He thought that was how it was phrased but he did not have the letter with him.

Discussion ensued regarding the language on Page 2 of the Coordination Agreement.

Mr. Bob Alcom, a resident, stated that he very much appreciated Mr. Bergmoser's honesty in terms of saying he did not realize what the impact of the Coordination Agreement would be on property owners. His understanding of the Coordination Agreement is that it will take \$500,000 worth of obligations that would normally be paid by property owners or the ERUs, which is the Developer, and relieves the Developer of \$500,000 worth of obligation to pay taxes and places that obligation on all of the property owners. Mr. Brougham stated that Mr. Alcom had that reversed. In the Fiscal Year 2018 budget there was \$500,000 allocated towards repaving that this Board decided, instead, to repurpose to pay for its own clean up costs after Hurricane Irma and not have The Foundation pay for that or assess everyone. Mr. Alcom replied that there was another \$2.5 million. Mr. Brougham stated that there was another amount. Mr. Alcom stated that, if you take the \$2.5 million, at 20%, it equals \$500,000. The impact of this Coordination Agreement eliminated the obligation of the property owner of the ERUs, which is the Developer, and eliminated their obligation to pay \$500,000 of taxes and transfer it to the property owners. He would like to know if the Board was aware of this and questioned why the Board would do that. Mr. Brougham stated that he was aware and a special assessment could be done at any time; however, an assessment could not be singled out to certain properties and not others. Mr. Alcom assumed that the Board was acting on the advice of counsel and he gathered that Mr. Pires was the counsel. He also assumed that the Board was aware that Mr. Pires was a member the firm is Woodward, Pires & Lombardo, who also represents the Developer. Mr. Brougham replied that if Mr. Alcom had attended the prior Board meeting or read the minutes, he would have read that this Board recognized that and gave a waiver. Mr. Alcom was aware of that but was questioning how this Board could possibly engage in a Waiver of a Conflict, which is so obvious where one client gets \$500,000 from another client.

Mr. Brougham thanked Mr. Alcom for his comments.

Mr. Blitcher suggested terminating the Coordination Agreement and to start over.

Mr. Brougham interrupted and debate ensued regarding allowing residents their three minutes to speak. Mr. Brougham threatened to adjourn the meeting. He was not going to interrupt Mr. Blitcher but he wanted to make a point earlier on the fact that, if residents received a special assessment from the CDD and, this Board is in no position to offer tax advice or insurance advice, the property owner would not be able to claim any assessment that went on the property taxes, as a loss damage assessment, for insurance purposes. In some cases, that is worth \$2,000 in coverage or more. Anything assessed by the CDD is not eligible for a loss damage assessment.

Mr. Blitcher replied that Mr. Brougham was correct on that but, with all the other assessments from The Foundation that they would have gotten some from The Foundation anyway, would be used up in an insurance assessment and it will exceed that; it is money that will come out of the residents' pockets. The feeling in the community is that everyone should pay their fair share; it is more than the money; it is just that the Developer said he was not paying a dime. It is all over the community and that does not affect our values very well; it gives a negative feeling. There was a storm, there was damage, it hurt everyone and it will cost everyone. Slipped into the Coordination Agreement was a little definition change and hardly anybody in this community understands that; everyone thinks there is going to be an assessment from the CDD. He thinks that the Board needs to send something to all residents explaining why the Board did this and why the Developer was excused from paying a penny. It is not the money at \$350 per residence, which is no big deal; it is the principal and that is all he is trying to say.

Mr. Gary Donner, a resident, stated that there were three opinions from attorneys but, from his understanding, all the attorneys are from the same firm. Mr. Brougham replied that he would not call it three opinions; Mr. Pires is a Member of the Woodward, Pires & Lombardo firm.

A Board Member stated that Mr. Parisi and Ms. Lord negotiated the Coordination Agreement on behalf of The Foundation, and they are employees of Fiddler's Creek. He thought it important to mention that the Board was trying to raise the full amount of money now. If the Board wanted to collect the money now, there would have to be a special assessment and a hearing held and then the CDD would direct-bill the residents and it would not be on the tax bill. Direct-assessing would take at least three months.

Mr. Brougham stated that two entities were involved; The Foundation with two attorneys and CDD #1 has Mr. Pires and himself, as Chair for CDD #1, and CDD #2 has Mr. Miller, as Chair for CDD #2.

Mr. Schutt, a resident, stated that he could accept that The Foundation cannot assess the Developer but nothing came in any contract stating that the Developer cannot, voluntarily, pay his fair share. He did not agree with the Developer not sharing in this. Based on the Court situation that CDD #1 is in and the changing environment, it is likely that, in the next few years, there would be another hurricane and then the CDD will be in the same situation as they are in now, based on the litigation; the CDD will not be able to raise money. He asked the Board to think hard about what is going to be done next year or thereafter, if there is another big hurricane, and who will pay for that.

Mr. Brougham stated that there were a number of suggestions as to what The Foundation can do to change its participation but it is not at the pleasure of the CDD Board. He would ask that all residents who have suggestions as to how The Foundation can spread the basis for these assessments, to ask the Board of The Foundation. CDD #1 does not sit as a Board of The Foundation; the CDD Board cannot tell, or decide anything for The Foundation.

Mr. Blitcher stated that the residents do not control The Foundation, the Developer does. Mr. Brougham replied that they were Members of The Foundation, who would be assessed, and that Mr. Sutker sits on The Foundation Board, as your representative.

Discussion ensued regarding having two or three Board meetings wherein the Coordination Agreement was brought up, a lot of residents who are not aware, residents not understanding the difference between the CDD and The Foundation, residents spreading falsehoods as facts with no basis creating confusion, the Board making the best decision at the time for cleanup and other methods that could have been employed.

Mr. Turner asked how many were on-roll, versus off-roll ERUs today and, as the off-roll becomes on-roll, if those residents would be paying if they just purchased their homes and if they would be paying the same assessments that everyone else was paying, due to this disaster. Mr. Brougham replied, yes to the last question. As a homebuilder acquires a lot and it is a platted lot, a statement has been made in the past that those residents will be assessed from The Foundation, for Hurricane Irma restoration. The number was somewhere around 92 lots being on-roll, on the tax roll and off-roll is approximately 263. A builder-owned lot is going to be participating in the assessment. There are approximately 50 ERUs attributable to this building and Corporate and

Sales Center, at 25. One can make an argument that The Club & Spa should be assessed or the Sales Center Building but they are not.

Mr. Blitcher stated that, normally, if an assessment had been made, all the ERUs would be paying. Right now all 1,550, roughly, of the ERUs, will be paying and those are actually homeowners living here. He understood what Mr. Schmitt had said before about the lawyers having already looked at it but the net effects of what has been done has been to free 350 or so ERUs, from paying, who would have already paid if there had been an assessment. The advice that this Board received has been from one lawyer who represents this Board, The Foundation and also the Developer, regularly; that firm represents the Developer. The Coordination Agreement especially benefits the Developer. Mr. Pires' firm representing the Developer puts him in a very difficult position to give advice to the Board when bad advice could be contrary to the interest of the Developer. All he is suggesting is that the Board obtains advice from an independent lawyer, to determine if there is some way that everyone could pay their fair share. He is not saying that the Coordination Agreement should be terminated but questioned if there is something the Board can do, at this time, to be fair to all of the lot owners. Those who are being separated are obligated to carry the burden of others who will not be paying. He did not think it was too much for this Board to take into consideration the interests of all of its lot owners. He read the Coordination Agreement and there is nothing in the Coordination Agreement saying that there could not be an assessment and charge everyone equally.

Mr. Brougham stated we have heard this twice. He asked if there was a Motion for the suggestion from the floor that the Board employ other counsel to investigate ways and means of altering the Coordination Agreement or supplementing it. Hearing none, the item is done.

SEVENTH ORDER OF BUSINESS**Discussion/Consideration of Wall Replacement Options (Grady Minor)**

Mr. Brougham stated that Mr. Michael Herrera represents Q. Grady Minor (QGM). Essentially, of the two engineering firms, QGM was in charge of the assessment of all of the hardscape damage, such as the light poles, street poles, street signs and the perimeter fence.

Mr. Herrera sent a report to Mr. DiNardo yesterday but was not sure if the Board received it. Mr. Brougham replied that the Board did not receive that report yet.

Mr. Herrera stated that for those who attended the prior workshop, this may be redundant. He was going to speak about CDD #1 only, and the three areas of fencing that were damaged during the hurricane, on September 10, 2017. The following occurred:

- Field assessments were conducted.
- Contractors inspected the site.
- The contractors' bids were included in the report.

Mr. Schmitt asked if the proposal recommended trying to salvage the newer fencing place it elsewhere or, if the newer fencing that the CDD recently purchased would be torn down and disposed of. He supports the proposal for the vinyl fence.

Mr. Herrera stated that the proposal was inclusive of both options; the replacement costs for tearing down and starting new, or the repair costs. There are three different bids for three different sections as follows:

- The southern section is Pepper Tree, Mulberry and Championship Drive.
- Pepper Tree is the same cost to install brand new vinyl, as it is to repair with pre-cast.
- Mulberry has both costs and he found it advantageous to repair it, rather than replace it because a portion of Mulberry already had improvements with the larger posts.
- The chain-link fence with the same material, then, the vinyl and pre-cast material comes out to about the same cost.

Discussion ensued about not replacing the chain-link fence.

*****Mr. Schmitt left the meeting.*****

Mr. Herrera continued discussing the report information and fencing choices:

- The height of the wall and what the wall is made of should be taken into consideration.
- Wind load allotments.
- Failures of the 5" posts and some areas for the 6" posts.
- Trees falling on the 6" posts and little wind load damage to the 6" posts.
- Open field fencing and the wind load.
- His assessments of the fencing, over the last several months.
- Landscaping materials leaning over the walls and potential damage exposure to the walls once the landscaping materials are cleared.

Mr. Brougham stated that the preference of the Board, at the workshop, was vinyl fencing. Mr. Herrera was asked to survey the section from Mulberry to Pepper Tree to determine how many old 5" posts there were, cost options to replace the section of fence from Mulberry,

Bent Creek, Pepper Tree and Whisper Trace, with new vinyl fencing and the recommendation of the entire fencing being replaced for that area. At this time, Mr. Brougham asked if Mr. Herrera had an estimate for fencing running from Mulberry Lane, behind Pepper Tree, Bent Creek and Whisper Trace and running east and west from the corner of Mulberry, to where it ends.

Mr. Herrera stated that, in his report, the area that Mr. Brougham referred to is known and referred to as, "Pepper Tree". That cost for vinyl fencing would be \$145,000, with installation and removal of the old fence. Landscaping costs were not inclusive. Mr. Brougham asked what the cost was to replace the existing fence running parallel to Mulberry, up to where the chain link fence starts. Mr. Herrera stated that to repair the fence and not replace the chain-link fence, would be \$120,000. To replace it with vinyl fencing would be \$272,000. Consistency was discussed, in the last meeting, concerning the chain-link fencing and replacement of the chain-link fence would be \$85,000.

Mr. Brougham stated that the Board asked for the numbers and comparisons at the last meeting and thought that the consensus was, at the last workshop, that they all preferred the vinyl option, with the potential question of repairing, if the CDD had 6" posts alone, which they do not. The cost of the Pepper Tree section, which goes all the way to Whisper Trace, is \$145,000, all inclusive, which includes removing the old and installing the new vinyl fence. On the Mulberry section, either \$120,000 will be the cost to repair the fencing or \$220,000 for the vinyl replacement fencing.

In response to a Board Member's question, Mr. Herrera stated that the repair costs for the entire section would include 6" posts, the concrete product has a wind load of 130 miles per hour (mph), sustainable and 160 mph for three-second gusts; the concrete has a higher wind load capacity, whereas the vinyl has a maximum of 130 mph with a sustainable of 110 mph. The vinyl fencing has a 30-year warranty, structurally. There is one manufacturer of this product in the United States.

Discussion ensued regarding the fencing, the fencing budget, the loan and \$1 million for the fencing for both CDDs #1 and #2, combined.

Mr. Herrera stated that the costs for Championship, from the entrance to Veneta and the estimate for vinyl fencing were \$375,000. The repair would be \$244,000 but there would be approximately 50% of the fencing remaining, with the 5" posts. The manufacturer recommends that shrubs and bushes be trimmed to about 2' 5" high and the damaged trees on top of the

fencing must be removed or stood up. At a minimum, a 2' clearance was needed above the wall so that tree limbs going over could be removed. This vinyl material is used throughout Florida.

Discussion ensued regarding CDD #2's costs for fencing.

Mr. Brougham motioned to replace the Peppertree fence, Mulberry wall and fence runs with vinyl, in a not-to-exceed amount of \$365,000, plus soft costs and landscaping repair. Mr. Slater seconded the motion.

Discussion ensued regarding visually presenting the estimates and breakdown better, reviewing the report the Board had not received, Championship not being included in the quote, voting at a later date and choosing fencing colors.

Ms. Judy Tibbs, a resident, stated that the fencing gets moldy and looks green and asked what will happen when the vinyl fencing is older and turns green. Mr. Herrera replied that the vinyl fencing holds up better and can be power washed. In response to Mr. Brougham's question, the cost for Championship would be \$244,000, for repair, and 50% of the posts will still be 5" posts. To replace with vinyl fencing would be \$375,000 for the entire east to west run.

Discussion ensued regarding the \$1 million budget, seeking additional funds from Mr. DiNardo, obtaining a one-page summary from Mr. Herrera for both CDDs and the pricing of the fencing for each CDD.

Mr. Brougham wanted to offer for consideration of the Board and Mr. DiNardo, who is not present, that for years the CDDs had been considering new fencing. He thought now was the time, between both resources and Mr. DiNardo, to replace the fencing for both Districts and there would be a required supplemental financing to fill in the gap.

Mr. Brougham withdrew his motion.

Discussion ensued regarding continuing the meeting to December 14, using the \$500,000 line of credit with the bank for the fencing, significant costs for Championship Drive, December 21, 2017 order date deadline for fencing or paying an extra 5% to 8% and voting on this at the Continued Meeting on December 14, 2017.

EIGHTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of October 31, 2017**

Mr. Adams presented the Unaudited Financial Statements as of October 31, 2017. Mr. Brougham felt that the "Operating supplies" were high. Mr. Adams would provide the detail.

NINTH ORDER OF BUSINESS

**Consideration of October 25, 2017
Regular Meeting Minutes**

This item was presented following the Twelfth Order of Business.

TENTH ORDER OF BUSINESS

Action Items

Mr. Brougham instructed Mrs. Adams not to have LandCare lay pine straw where work was being done; it was not cost-effective. Staff could be authorized to lay pine straw around the front entrance monuments on 951, where the flower beds are, and where most of the work was already done. There was money in the budget for pine straw.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Pires stated that the Amendment to the Rule Changing Boundaries of the District was effective as of November 13, 2017 and he received a Certified Copy in the mail; he sent it to the clerk's office yesterday with a copy to the County Staff, to put on the website.

Mr. Brougham stated that the legal bills could finally be submitted and they should be submitted to Ms. Lord.

B. District Manager

Mr. Adams stated that he had a meeting with the Federal Emergency Management Agency (FEMA) last week and there would be one additional meeting, perhaps after the holidays. All the information was uploaded to the representative at FEMA and FEMA has been wonderful to work with. The numbers came out and FEMA agreed to just under \$600,000, for Phase I, and the cleanup reimbursement.

▪ CONTINUED MEETING DATE: December 14, 2017 at 2:30 P.M.

******This item was an addition to the agenda.******

Mr. Brougham stated that the Continued Meeting will be held on December 14, 2017 at 2:30 p.m., at the 19th Hole. The Continued Meeting will be a Regular Meeting that will be opened, a Motion regarding the fence will be heard and then the meeting will be closed. An Executive Session will follow directly thereafter.

i. NEXT MEETING DATE: January 24, 2018 at 8:00 A.M.

The next Regular Meeting will be held on January 24, 2018 at 8:00 a.m., at this location.

C. Operations Manager

This item was not addressed.

TWELFTH ORDER OF BUSINESS**Supervisors' Requests**

Mr. Turner stated, as the Bent Creek President, for clarification as to the water problem with the oak trees, he wanted to know whether the oak trees were getting water and if they were getting water from the District. Mrs. Adams replied that the last update she received was yesterday and perhaps he was not included on that email. Bent Creek it is getting water. Now that Alfredo left and they have Kenny, she asked Kenny to go through the system and figure out how to "off it" from being tied into Bent Creek, and to tie it into the District so the District has total control. Ms. Tibbs stated that there is water but it is not getting to the oak trees. Mrs. Adams stated that she was told the oak trees were getting water; she would get it straightened out.

- **Consideration of October 25, 2017 Regular Meeting Minutes**

******This item, previously the Ninth Order of Business, was presented out of order.******

Mr. Adams presented the October 25, 2017 Regular Meeting Minutes and asked for any additions, deletions or corrections. The following changes were made on the record, in part, and from handwritten edits submitted to the District Manager:

Line 28: Change " ____ " to "Sutker"

Line 53: Change "Payton" to "Paton"

Lines 108 and 113: Change "exasperated" to "exacerbated"

Line 133: Change "Lake" to "Lane"

Line 195: Change "tend to be agonistic" to "tend not to be antagonistic"

Line 246: Change "third-party," to "third-party beneficiary,"

Line 247: Change "records being" to "records not being"

Lines 247 through 248: Delete ", various versions of the Agreement and this being an instance of everyone not being independent"

Line 249: Change "opinions" to "opinion"

Line 251: Change "were in place" to "were not in place"

Lines 253, 274 and 275: Change "Sector" to "Sutker"

Line 288: Change "Foundation's loan Plan" to Foundation's Plan for the clean-up"

Line 308: Delete "applying"

Line 324: Change "hurricane-related costs" to "hurricane-related Phase I clean-up costs"

Line 336: Change "100 %" to "100%"

Line 360: Change "to final inspect" to "to inspect"

THIRTEENTH ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

FOURTEENTH ORDER OF BUSINESS

Adjournment


The meeting recessed at approximately 10:00 a.m., and was continued to December 14, 2017 at 2:30 p.m., at the 19th Hole. An Executive Session would be held. Mr. Brougham requested that Mr. Adams notify Ms. Robinson of the time change from 1:00 p.m., to 2:30 p.m., for the Continued Meeting and Executive Session.

Mrs. Adams requested that the Board approve the Minutes.

On MOTION by Mr. Brougham and seconded by Mr. Bergmoser, with all in favor, the October 25, 2017 Regular Meeting Minutes, as amended to include changes on the record and edits provided to the District Manager, were approved.

On MOTION by Mr. Brougham and seconded by Mr. Bergmoser, with all in favor, the meeting recessed at approximately 10:00 a.m., and was continued to December 14, 2017 at 2:30 p.m., at the 19th Hole.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair