

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT
DISTRICT #1**

**REGULAR MEETING
AGENDA**

January 24, 2018

Fiddler's Creek Community Development District #1

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-free: (877) 276-0889

January 17, 2018

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors

Fiddler's Creek Community Development District #1

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #1 will hold a Regular Meeting on Wednesday, January 24, 2018 at 8:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items (*3 minutes per speaker*)
3. Special Counsel Update
4. Developer's Report
5. Engineer's Report
6. Continued Discussion/Update: Hurricane Irma Recovery
7. Discussion: Cost Related to Preparation of Material Staging License Agreement with Cherry Oaks
8. Acceptance of Unaudited Financial Statements as of December 31, 2017
9. Consideration of Minutes
 - A. November 15, 2017 Regular Meeting
 - B. December 6, 2017 Regular Meeting
 - C. December 14, 2017 Public Meeting
10. Action Items
11. Staff Reports
 - A. District Counsel

- B. District Manager
 - i. NEXT MEETING DATE: February 28, 2018 at 8:00 A.M.
 - C. Operations Manager
- 12. Supervisors' Requests
 - 13. Public Comments
 - 14. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,

A handwritten signature in black ink, appearing to read "C.E. Adams, Jr.", with a stylized, cursive script.

Chesley E. Adams, Jr.
District Manager

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2017**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2017**

	General 001	Debt Service Series 2013 Refunded 1999	Debt Service Series 2013 Refunded 2006	Debt Service Series 2014-1 Refunded 2002B	Series 2014- 2A Refunded 2002A	Series 2014- 2B Refunded 2002A	Debt Service Series 2014-3 Refunded 2005	Debt Service Series 2014-4 Refunded 2005	Capital Projects Series 2005	Total Governmental Funds
ASSETS										
Operating accounts										
SunTrust	\$ 1,485,648	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,485,648
Assessment account-Iberia	300,269	-	-	-	-	-	-	-	-	300,269
Centennial Bank - MMA	76,605	-	-	-	-	-	-	-	-	76,605
Finemark - MMA	19,100	-	-	-	-	-	-	-	-	19,100
Investments										
Revenue	-	526,248	267,949	292,879	19	343,005	34	36	-	1,430,170
Reserve - series A	-	435,393	25,114	-	-	100,339	-	-	-	560,846
Prepayment	-	7,649	3,328	-	24,211	1,460	-	-	-	36,648
Prepayment - 2002B exchange	-	-	-	44,590	-	-	-	-	-	44,590
Due from other funds										
Capital project 2005	132,078	-	-	-	-	-	-	-	-	132,078
Due from Fiddler's Creek CDD #2	27,301	-	-	-	-	-	-	-	-	27,301
Due from general fund	-	156,587	77,298	97,156	-	118,299	-	-	-	449,340
Deposits	5,125	-	-	-	-	-	-	-	-	5,125
Total Assets	<u>\$ 2,046,126</u>	<u>\$ 1,125,877</u>	<u>\$ 373,689</u>	<u>\$ 434,625</u>	<u>\$ 24,230</u>	<u>\$ 563,103</u>	<u>\$ 34</u>	<u>\$ 36</u>	<u>\$ -</u>	<u>\$ 4,567,720</u>
LIABILITIES & FUND BALANCES										
Liabilities:										
Due to other funds										
General fund 001	-	-	-	-	-	-	-	-	132,078	132,078
Debt service 2013 - refunded 2006	77,298	-	-	-	-	-	-	-	-	77,298
Debt service 2013 - refunded 1999	156,587	-	-	-	-	-	-	-	-	156,587
Debt service 2014-1	97,156	-	-	-	-	-	-	-	-	97,156
Debt service 2014-2B	118,299	-	-	-	-	-	-	-	-	118,299
Due to Fiddler's Creek CDD #2	248	-	-	-	-	-	-	-	-	248
Landshore Enterprises retainage	12,002	-	-	-	-	-	-	-	-	12,002
Total liabilities	<u>461,590</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>132,078</u>	<u>593,668</u>
Fund balances:										
Restricted for										
Debt service	-	1,125,877	373,689	434,625	24,230	563,103	34	36	-	2,521,594
Capital projects	-	-	-	-	-	-	-	-	(132,078)	(132,078)
Unassigned	1,584,536	-	-	-	-	-	-	-	-	1,584,536
Total fund balances	<u>1,584,536</u>	<u>1,125,877</u>	<u>373,689</u>	<u>434,625</u>	<u>24,230</u>	<u>563,103</u>	<u>34</u>	<u>36</u>	<u>(132,078)</u>	<u>3,974,052</u>
Total liabilities and fund balance	<u>\$ 2,046,126</u>	<u>\$ 1,125,877</u>	<u>\$ 373,689</u>	<u>\$ 434,625</u>	<u>\$ 24,230</u>	<u>\$ 563,103</u>	<u>\$ 34</u>	<u>\$ 36</u>	<u>\$ -</u>	<u>\$ 4,567,720</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 1,456,445	\$ 1,781,494	\$ 2,925,071	61%
Assessment levy: off-roll	37,505	112,515	450,059	25%
Interest	98	240	2,200	11%
Miscellaneous	770	3,570	15,000	24%
Total revenues	<u>1,494,818</u>	<u>1,897,819</u>	<u>3,392,330</u>	56%
EXPENDITURES				
Administrative				
Supervisors	1,077	4,306	12,918	33%
Management	5,044	15,131	60,525	25%
Assessment roll preparation	25,490	25,490	25,490	100%
Accounting services	1,647	4,941	19,764	25%
Audit	-	-	15,400	0%
Legal	7,545	7,545	25,000	30%
Legal - litigation	-	-	35,000	0%
Engineering	4,609	4,609	30,000	15%
Telephone	59	176	706	25%
Postage	252	447	2,300	19%
Insurance	-	15,644	17,177	91%
Printing and binding	55	165	659	25%
Legal advertising	-	592	2,000	30%
Office supplies	-	-	750	0%
Annual district filing fee	-	175	175	100%
Trustee	-	-	15,500	0%
Arbitrage rebate calculation	-	-	4,000	0%
Contingencies	69	1,540	20,000	8%
Dissemination agent	986	2,957	11,828	25%
Total administrative	<u>46,833</u>	<u>83,718</u>	<u>299,192</u>	28%
Field management				
Field management services	2,186	6,559	26,237	25%
Total field management	<u>2,186</u>	<u>6,559</u>	<u>26,237</u>	25%
Water management maintenance				
Other contractual	28,739	63,679	377,810	17%
Fountains	4,682	11,333	60,000	19%
Total water management maintenance	<u>33,421</u>	<u>75,012</u>	<u>437,810</u>	17%
Street lighting				
Contractual services	-	-	15,000	0%
Electricity	3,319	6,212	38,000	16%
Holiday lighting program	-	-	15,000	0%
Miscellaneous	-	-	1,500	0%
Total street lighting	<u>3,319</u>	<u>6,212</u>	<u>69,500</u>	9%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year To Date	Budget	% of Budget
Landscaping				
Other contractual - landscape maintenance	54,516	54,516	1,060,000	5%
Other contractual - flowers	-	-	42,000	0%
Improvements and renovations	14,461	34,375	145,000	24%
Contingencies	-	-	25,000	0%
Hurricane Clean-Up	151,368	391,148	-	N/A
Total landscaping	<u>220,345</u>	<u>480,039</u>	<u>1,272,000</u>	38%
Access control				
Contractual services	-	12,518	377,332	3%
Rentals and leases	-	-	33,789	0%
Fuel	714	1,416	7,231	20%
Repairs and maintenance - parts	-	-	4,172	0%
Repairs and maintenance - gatehouse	(74)	2,247	13,905	16%
Insurance	34	4,632	5,006	93%
Operating supplies	3,947	9,243	25,029	37%
Capital outlay	-	-	11,124	0%
Total access control	<u>4,621</u>	<u>30,056</u>	<u>477,588</u>	6%
Roadway				
Contractual services	150	300	5,000	6%
Roadway maintenance	-	-	110,000	0%
Capital outlay	-	-	462,910	0%
Total roadway	<u>150</u>	<u>300</u>	<u>577,910</u>	0%
Irrigation supply				
Electricity	30	60	750	8%
Repairs and maintenance	-	239	1,500	16%
Supply system	26,402	34,327	123,200	28%
Total irrigation supply	<u>26,432</u>	<u>34,626</u>	<u>125,450</u>	28%
Other fees & charges				
Property appraiser	-	41,569	45,704	91%
Tax collector	29,129	35,630	60,939	58%
Total other fees & charges	<u>29,129</u>	<u>77,199</u>	<u>106,643</u>	72%
Total expenditures	<u>366,436</u>	<u>793,721</u>	<u>3,392,330</u>	23%
Excess/(deficiency) of revenues over/(under) expenditures	1,128,382	1,104,098	-	
Fund balances - beginning	456,154	480,438	748,929	
Fund balances - ending	<u>\$ 1,584,536</u>	<u>\$ 1,584,536</u>	<u>\$ 748,929</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2013 (REFUNDED SERIES 1999)
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll net	\$ 441,087	\$ 539,297	\$ 886,729	61%
Assessment prepayments	3,644	3,644	-	N/A
Interest	332	1,056	-	N/A
Total revenues	<u>445,063</u>	<u>543,997</u>	<u>886,729</u>	61%
EXPENDITURES				
Debt service				
Principal	-	-	730,000	0%
Principal prepayment	-	25,000	-	N/A
Interest	-	62,200	124,400	50%
Total debt service	<u>-</u>	<u>87,200</u>	<u>854,400</u>	10%
Other fees & charges				
Property appraiser	-	12,601	13,855	91%
Tax collector	8,801	10,765	18,474	58%
Total other fees & charges	<u>8,801</u>	<u>23,366</u>	<u>32,329</u>	72%
Total expenditures	<u>8,801</u>	<u>110,566</u>	<u>886,729</u>	12%
Excess/(deficiency) of revenues over/(under) expenditures	436,262	433,431	-	
Fund balances - beginning	689,615	692,446	654,174	
Fund balances - ending	<u>\$ 1,125,877</u>	<u>\$ 1,125,877</u>	<u>\$ 654,174</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2013 (REFUNDED SERIES 2006)
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 217,227	\$ 265,707	\$ 436,273	61%
Interest	64	196	-	N/A
Total revenues	<u>217,291</u>	<u>265,903</u>	<u>436,273</u>	61%
EXPENDITURES				
Debt service				
Principal	-	-	507,061	0%
Interest	-	9,244	18,488	50%
Total debt service	<u>-</u>	<u>9,244</u>	<u>525,549</u>	2%
Other fees & charges				
Property appraiser	-	6,200	6,817	91%
Tax collector	4,344	5,314	9,089	58%
Total other fees & charges	<u>4,344</u>	<u>11,514</u>	<u>15,906</u>	72%
Total expenditures	<u>4,344</u>	<u>20,758</u>	<u>541,455</u>	4%
Excess/(deficiency) of revenues over/(under) expenditures	212,947	245,145	(105,182)	
Fund balances - beginning	160,742	128,544	118,631	
Fund balances - ending	<u>\$ 373,689</u>	<u>\$ 373,689</u>	<u>\$ 13,449</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-1 (REFUNDED SERIES 2002B)
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 273,034	\$ 333,970	\$ 548,352	61%
Assessment Prepayment	44,196	44,196	-	N/A
Interest	38	288	-	N/A
Total revenues	<u>317,268</u>	<u>378,454</u>	<u>548,352</u>	69%
EXPENDITURES				
Debt service				
Principal	-	-	190,000	0%
Interest	-	170,263	340,525	50%
Total debt service	<u>-</u>	<u>170,263</u>	<u>530,525</u>	32%
Other fees & charges				
Property appraiser	-	7,793	8,568	91%
Tax collector	5,461	6,679	11,424	58%
Total other fees & charges	<u>5,461</u>	<u>14,472</u>	<u>19,992</u>	72%
Total expenditures	<u>5,461</u>	<u>184,735</u>	<u>550,517</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	311,807	193,719	(2,165)	
Fund balances - beginning	122,818	240,906	229,034	
Fund balances - ending	<u>\$ 434,625</u>	<u>\$ 434,625</u>	<u>\$ 226,869</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-2A (REFUNDED SERIES 2002A)
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 119,391	\$ 363,906	33%
Assessment prepayments	24,134	24,133	-	N/A
Interest	-	94	-	N/A
Total revenues	<u>24,134</u>	<u>143,618</u>	<u>363,906</u>	39%
EXPENDITURES				
Debt service				
Principal	-	-	125,000	0%
Interest	-	119,453	238,906	50%
Total debt service	<u>-</u>	<u>119,453</u>	<u>363,906</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	24,134	24,165	-	
Fund balances - beginning	96	65	-	
Fund balances - ending	<u>\$ 24,230</u>	<u>\$ 24,230</u>	<u>\$ -</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-2B (REFUNDED SERIES 2002A)
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 332,450	\$ 406,646	\$ 688,508	59%
Assessment levy: off-roll	-	-	79,450	0%
Interest	95	937	-	N/A
Total revenues	<u>332,545</u>	<u>407,583</u>	<u>767,958</u>	53%
EXPENDITURES				
Debt service				
Principal	-	-	220,000	0%
Principal prepayment	-	495,000	-	N/A
Interest	-	229,625	459,250	50%
Total debt service	<u>-</u>	<u>724,625</u>	<u>679,250</u>	107%
Other fees & charges				
Property appraiser	-	9,785	10,758	91%
Tax collector	6,649	8,133	14,344	57%
Total other fees & charges	<u>6,649</u>	<u>17,918</u>	<u>25,102</u>	71%
Total expenditures	<u>6,649</u>	<u>742,543</u>	<u>704,352</u>	105%
Excess/(deficiency) of revenues over/(under) expenditures	325,896	(334,960)	63,606	
Net change in fund balances	325,896	(334,960)	63,606	
Fund balances - beginning	237,207	898,063	320,063	
Fund balances - ending	<u>\$ 563,103</u>	<u>\$ 563,103</u>	<u>\$ 383,669</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-3 (REFUNDED SERIES 2005)
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 209,964	\$ 590,000	36%
Interest	-	34	-	N/A
Total revenues	<u>-</u>	<u>209,998</u>	<u>590,000</u>	36%
EXPENDITURES				
Debt service				
Principal	-	-	170,000	0%
Interest	-	210,000	420,000	50%
Total debt service	<u>-</u>	<u>210,000</u>	<u>590,000</u>	36%
Excess/(deficiency) of revenues over/(under) expenditures	-	(2)	-	
Fund balances - beginning	34	36	3	
Fund balances - ending	<u>\$ 34</u>	<u>\$ 34</u>	<u>\$ 3</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-4 (REFUNDED SERIES 2005)
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 221,812	\$ 623,700	36%
Interest	-	36	-	N/A
Total revenues	<u>-</u>	<u>221,848</u>	<u>623,700</u>	36%
EXPENDITURES				
Debt service				
Principal	-	-	180,000	0%
Interest	-	221,850	443,700	50%
Total debt service	<u>-</u>	<u>221,850</u>	<u>623,700</u>	36%
Excess/(deficiency) of revenues over/(under) expenditures	-	(2)	-	
Fund balances - beginning	36	38	2,368	
Fund balances - ending	<u>\$ 36</u>	<u>\$ 36</u>	<u>\$ 2,368</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2005
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	(132,078)	(132,078)
Fund balances - ending	<u><u>\$ (132,078)</u></u>	<u><u>\$ (132,078)</u></u>

1 **MINUTES OF MEETING**
2 **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**
3

4 The Board of Supervisors of the Fiddler’s Creek Community Development District #1
5 held a Regular Meeting on Wednesday, November 15, 2017 at 8:00 a.m., at the Fiddler’s Creek
6 Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.
7

8 **Present at the meeting were:**
9

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

15

16 **Also present were:**
17

18 Chuck Adams	District Manager
19 Cleo Adams	Assistant Regional Manager
20 Tony Pires	District Counsel
21 Terry Cole	District Engineer
22 Carrie Robinson (<i>via telephone</i>)	Special Counsel
23 Ron Albeit	General Manager - The Foundation
24 Shannon Benedetti	Landscaping Committee
25 Jason Cloud	TEM
26 Jim Fairbanks	TEM – Director of Sales
27 Marie Puckett	Director of Safety – The Foundation
28 Marshall Sector	Resident
29 Jesse Fritz	Resident
30 Jim Schutt	Resident
31 Charles Tibbs	Resident/Bent Creek HOA Board Member
32 Frank Weinberg	Resident
33 George Rinetes	Resident

34
35

36 **FIRST ORDER OF BUSINESS**
37

Call to Order/Roll Call

38 Mr. Adams called the meeting to order at 8:01 a.m. Supervisors Brougham, Bergmoser
39 and Slater were present, in person. Supervisor Turner was attending via telephone. Supervisor
40 Schmitt was not present at roll call.
41
42

On MOTION by Mr. Slater 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.

▪ **Special Counsel Update**

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

Ms. Robinson stated that there was a hearing on October 25 regarding various Motions to Strike Affirmative Defenses, as filed by U.S. Bank, as well as the ITG Defendant, as to FCCDD #1 and FCCDD #2. The Districts prevailed. The Motions to Strike were denied; the case is now at issue, meaning it is ready to be scheduled and ultimately set for trial. A Case Management Conference (CMC) with Judge Shenko was scheduled for the afternoon of November 21. The intention of that conference will be to set the case for trial and a pre-trial schedule will be established. In anticipation of the CMC, Judge Shenko asked the parties to try and reach an agreement on scheduling and he would handle whatever cannot be agreed to, by way of scheduling. Those efforts begun and the District is looking at the possibility of a trial date approximately one year from now, with discovery and other pre-trial deadlines in between. As of now, there are no agreements and it looked like Judge Shenko would have to weigh in on those issues and set a trial date. At the next regular meeting, Ms. Robinson would apprise the Board of the deadlines and the parties would attempt to schedule depositions, in the interim, and move forward with discovery.

Mr. Slater asked about the possibility that, at the CMC, the parties could agree on a trial date sooner than one year away. Ms. Robinson did not think so and did not see the likelihood of doing anything within the next 10 or 11 months. U.S. Bank's list of people to depose was 28 or 29 people long; it would take eight or nine months just to complete the discovery. She is pushing for a trial date no later than December, 2018, but U.S. Bank would prefer it to be later. In response to Mr. Brougham's question, Ms. Robinson replied that Mr. Pitt's deposition was postponed.

Mr. Bergmoser asked who would pay for Mr. Pitt's deposition. Ms. Robinson did not have that information.

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

▪ **TEM SYSTEMS**

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

78 Mr. Brougham stated that, during the prior meeting, issues regarding TEM's level of
79 service and solutions were discussed. Today, TEM would provide a report and give a summary
80 of their actions, since the last meeting.

81 Mr. Jim Fairbanks, TEM Director of Sales, provided an Executive Summary of the
82 Impact of Hurricane Irma on the District and the TEM's technologies. He reported the
83 following:

- 84 ➤ The scanners that are part of the visitor's exit technology were not upgraded; the
85 technology would be upgraded at no cost to the District and the upgrade would start in
86 approximately one week.
- 87 ➤ The "guts" of the main gate technology were replaced resulting in a huge improvement in
88 performance, which was one reason why the gate was always open.
- 89 ➤ After watching the exits and visiting with the guards, he determined that there is not a
90 high reliability level at the guard station; they have confidence in the technology so the
91 guards bypass it and leave the gate up, since they do not want to deal with it.

92 Mr. Brougham asked Ms. Puckett to take note of this.

93 Mr. Fairbanks introduced Mr. Jason Cloud, TEM's Bonita Springs Installation and
94 Service Manager,, and stated that Mr. Cloud is very knowledgeable of the technology and
95 manages the resources that perform the services. Mr. Fairbanks hired an Account Manager, who
96 will be assigned to this account and work with Mr. Albeit's group, to be the conduit between the
97 customer and the company.

98 Mr. Fairbanks presented a list of all service-related issues, by location. A few service
99 calls were placed yesterday and the vast majority of the calls were either closed or awaiting
100 approval to proceed with minor repairs. He was working through the list with Ms. Puckett and,
101 as of today, TEM is back to a base level of service and technology.

102 Mr. Fritz asked how many times the system would go up and down before it breaks, as
103 everything has a breaking point. Mr. Cloud replied that it was difficult to know, as it depended
104 on the wear and tear of the operator and traffic.

105
106 **SECOND ORDER OF BUSINESS**

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

Mr. Charles Tibbs, a resident stated that he is a Bent Creek resident and on the Board of Directors for the Bent Creek HOA (BCHOA). Regarding the oak trees along the fence and the fence next to Antilles' Project, owners of properties at Bent Creek were concerned about the following:

1. The fence that borders Antilles, Bent Creek and Pepper Tree is approximately 40% down and has gaping holes. Critters are entering and there are constantly issues with bears, raccoons, armadillos, etc.

2. Last year, Bent Creek installed, as directed by the CDD, 18 very nice, tall, blush oak trees along the border, to replace vegetation that was cut down. There is an irrigation and buffer system by each of those trees, approximately 30' from the CDD property and he sees and hears the system every time it comes on. To his knowledge, the system has not been on since the hurricane and he is being repeatedly told that it is functioning as it should be but is the area is very dry and the trees no longer look lush and healthy, as they were. He would like to ensure that those trees are being properly irrigated.

Mr. Slater stated that he too, is on the BCHOA Board, with Mr. Tibbs. That issue may be attributed to the water for that buffer coming through Bent Creek Water, which had problems with its old watering system and they had been repairing it and had it shut down; it was running for two weeks except for one day. Although Mrs. Adams worked with LandCare, Mr. Slater agreed with Mr. Krebs that, somehow, the system from Bent Creek to where the buffers start is possibly down, since they are having water within the BCHOA.

Mr. Brougham asked Mr. Slater to contact Alfredo for a specific time to meet with Bent Creek's irrigation technician, so that he can validate the drip portion of that extending to the oak trees. Mr. Slater would do so today.

Mr. Brougham was not sure about Alfredo's availability today. Alfredo got back to him and Mrs. Adams and said that the oak trees were not dying; the shrubbery was not dying but might have suffered an interruption in irrigation. The CDD invested in those trees and he was going to make sure they survive. With regard to Mr. Slater's fence, he agreed that it was 40% to 50% down and there were more areas, along Championship Drive. As a result of the hurricane, the concrete fencing suffered damages and, together with The Foundation and the Restoration Plan, the fences would be addressed. There were no specific times for that since the CDD was dealing with first priorities, first, which, under Phase 2 of the Restoration Plan, was to start removing stumps identified for removal, etc. That fence may not be replaced for months.

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 recalled that, at the last meeting, the District retained Mr. Cole's firm, Hole Montes, to work on its behalf and side-by-side with The Foundation's Restoration Plan. In effect, on behalf of the District, Mr. Cole would oversee the Restoration Plan itself, to validate that the contracts are being followed and that the quality of workmanship is acceptable to his firm's engineering point of view. Mr. Cole would certify to the District that things are progressing as they should. Mr. Cole distributed an estimate of his costs for those services and what those services will entail.

Mr. Cole presented the Coordination Services Agreement (CSA). Regarding the oak trees previously discussed, Mr. Brougham asked Ms. Puckett to ask Alfredo what was necessary to have an independent flow of water to that are, if at all possible, so that it feeds off a CDD line, instead of being controlled either by Pepper Tree or Bent Creek. Ms. Puckett would look into it.

Mr. Cole stated noticed some of the changes on the text to some of the numbering and would address that in the Scope of Work. His typical oversight services, as the CDD Engineer, would be:

- Review contractor contractors
- Verify invoices
- Coordinate with The Foundation representatives

Mr. Robert Dieckmann is the Project Manager and Mr. Doug Duprey works with the security and in the day-to-day field checking of the work and was on site this morning. He met with the team last week and again on Monday with Mr. Duprey, to review the procedures

- Provide support and clarification of work areas
- Documentation of work completed
- Track the work on a bi-weekly basis

Mr. Brougham indicated that Mr. Dieckmann would issue a status report every other week, which will be disseminated to the community

- On a daily basis, Mr. Duprey, has begun sending a report
- Document the work
- Spot checks, of the plantings, if necessary but every plant would not be counted

A Board Member stated that Mr. Cole started working on Fiddler's Creek Parkway and wanted to know how Mr. Cole knew which trees were going to be removed. He did not want to hear it was the ones with pink ribbons; if that was the case, he proposed stopping immediately, as he believed the pink ribbons were haphazardly put on the trees. His recollection was that Mr. DiNardo said that putting pink ribbons on the trees, or whatever color, was not what to do and Mr. DiNardo said that all the trees have to be checked before taking them down.

Mr. Cole believed that trees were being reviewed and, just because they had a ribbon on them did not necessarily mean that they would be taken down. His understanding was that, when the report was quickly prepared, there may have been trees covering other trees. When removing certain trees, it may be discovered that a tree must be taken out or it could possibly be pruned and kept; he would confirm that.

Mr. Brougham recalled that, in response to some of the same questions, Mr. Ryan Binkowski, in his two or three briefings stated the following:

1. He would not recommend planting one-to-one replacements for the trees removed.
2. There would be ample time for review and some degree of discourse between whether a tree that was tagged is now viable or must be removed. In some instances, trees that were tagged to err on the side of very conservative judgment as to threat of falling over, etc.

Mr. Albeit stated that the company that was doing the work has an Arborist on site to make a determination about trees that were already designated, one way or the other.

A Board Member stated that Bent Creek had pink ribbons around 57 oak trees. The District only had one oak tree that needed a branch removed, here and there. The report identified 19 trees to be removed yet there were 57 trees with ribbons. He noticed that there were no other colors, such as orange, which represented trees to be too stood up and steadied, which the CDD already did in Bent Creek. In his opinion, the District was following the report in a disorderly manner.

Mr. Cole would discuss this with BrightView, Mr. Dieckmann, Mr. Duprey, and Walter, who prepared the report. The Restoration Plan scope of work included landscaping, declaring

the removal of vegetation and landscaping debris, pruning and staking as necessary, which was what BrightView started. Secondly, is the assessment of landscaping restoration, including planting, landscaping lighting and the irrigation systems; as pruning and removal is being done, those plans will be developed. He is unsure of the time frame but assumed six-months for his services but it could be longer. The first phase of removal might take 90 days, which represents removal and pruning. The other work related to the Restoration Plan will be for street lighting, signage, fences and bulkheads. Some of the fences cannot be assessed properly until landscaping is removed to view the extent of damage.

Mr. Brougham stated that, when it got to the point of replacing the fences, it might be necessary to remove landscaping; thriving shrubbery could be removed to make room for construction.

Mr. Cole noted the following exclusions in the Restoration Plan:

- Catch basin cleaning
- Lake erosion repairs and restoration
- Road repairs

Mr. Cole stated that the above were excluded from the Restoration Plan and were part of The Foundation and the CDD Agreement. He is assessing some of those areas and is aware of some of the lake areas that were damaged. Minor paving might be necessary but the paving project was deferred.

Mr. Brougham recalled that, at the last meeting, Mr. Cole mentioned the catch basin in the driveway, coming into the Club, and wanted to know if it was imminent. Mr. Cole replied affirmatively; the frame and grate were ordered and he hoped the work would be completed next week.

Mr. Brougham stated that a section on the owner/entry side of the main gate needs patching. Mr. Cole saw it and confirmed that it will be done, as well.

Mr. Cole stated that Mrs. Adams contacted him a couple of weeks ago to discuss the possibility of Federal Emergency Management Agency (FEMA) aide for cleaning catch basins. He found that, fortunately, most of the catch basins did not require cleaning but he would check all 250 of them in CDD #1. He checked about 80 so far and probably less than 10 needed cleaning.

******Mr. Schmitt arrived at the meeting at approximately 8:34 a.m., via telephone.******

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

Mr. Cole anticipated this taking six months, at a minimum, with an estimate of approximately \$30,000, per District. Accordingly, he split his time in charges based on the level of effort expended for each District, for time and material. The status of the contracts, which he just received yesterday and sent to Mr. Adams and Mr. DiNardo, together with the Certificate of Insurance (COI) for CDD #1, is that BrightView Landscaping (BrightView) is doing the work. BrightView was the low bidder they started work on Monday. The contract is broken up as follows:

- Grinding
- Pruning
- Staking
- About \$1.5 million is contracted with BrightView and about \$800,000 of it is CDD work; \$300,000, represented CDD #1 and \$500,000, represented CDD #2

Mr. Cole stated that the above, represented just the landscaping, removal, pruning and excludes the planting, which would be a larger contract. This was for Phase 2 landscaping only. The COI did not have CDD #1 listed; therefore, it had to be added, and they are in the process of sending Mr. Cole the COI for CDD #2.

Mr. Cole stated that, in the future, there will be a contract for landscape plantings, which will be developed over time. Mr. Dieckmann is in the process of developing the street lighting contract; mostly with Bentley Electric (Bentley), who completed most of the District's work for years. He estimated approximately \$4 million in street lighting work that must be done. Also, they are working to develop a contract with Lykins-Signtek (Lykins) for signage; signage was about \$50,000 or less. The fence work and bulkheads must be developed and would be separate contracts.

In response to a Board Member's question, Mr. Cole replied that, in most cases, the road catch basins have been dedicated to the CDD, for maintenance for all the villages. Mr. Cole reiterated, in most cases but not in all.

Mr. Pires had suggestions of what might also be included in Mr. Cole's CSA and Scope of Work. Part of the process should be applications for payment and it is defined in the CSA that it comes to the District and The Foundation.

Mr. Pires made the following suggestions:

- Under the Scope of Paragraph 1: Add "Applications For Payment", in all capitals and "Certification of Costs", after "verify invoices"

The Certification of Costs is what the District will be assigning to The Foundation and the amount spent for a specified amount of work.

He also suggested:

- Paragraph 1, Line 2: Add "in obtaining necessary permits" after the word "support"

This was because, in part of the process, there may be a need to amend plans or permits

- Under Paragraph 3: Add "We will observe and inspect work performed as necessary, and review as built in recorded drawings and inventory of improvements"

It is important for the District to review that so that it has a base, going forward, to what assets are.

Mr. Brougham's opinion was that it would be an "Addendum to the Engineer's Report" for the District, for the "adding". Mr. Adams thought it should be a "Supplemental" to the CSA.

Mr. Cole wanted to ensure everything was within the Scope of Work; he had no objections to the changes and would make the updates.

Mr. Brougham stated that Mr. Schmitt had a letter of request and many of his requests were already addressed or were in play, such as project schedule and tasks; Mr. Schmitt had missed some of the discussion today with Mr. Cole. Mr. Schmitt asked for a Weekly Project Report from the Project Manager; it was already announced, by e-blast to the residents, about a bi-weekly report from the Project Manager. He did not know if the damage on the Mulberry gate was noted in Mr. Minor's report but Mr. Schmitt pointed out that there is some damage to the South Mulberry East side gate; it was destroyed when the trees fell.

Mr. Schmitt replied to Mr. Brougham that it was not in Mr. Minor's report; he only reported on the north gate, not the south gate. It is on the east side gate.

Mr. Cole stated that the gate monument is not supposed to be the CDD's responsibility; it is Mulberry's responsibility.

Discussion ensued regarding the District not being responsible for the fencing being on the CDD property.

Discussion ensued regarding the following:

- Timing of BrightView's work
- Working through CDD #1's roads and villages, including dates and times
- Mr. Cole not being aware of any damages to the geotubes
- FEMA removing the big pile in Fiddler's Creek but not being finished
- Phase 2 stump removal debris going to the staging area for FEMA's removal
- Remaining debris falling to other contractors for smaller debris, such as branches and twigs
- Filling the holes with dirt where tree stumps were removed
- The report provided for restoration next to where they reference the trees coming out; it already says "replace with soil"
- Whether the District was responsible for replacing the grass along Mahogany, which was unknown
- Continued lake bank erosion work
- Mr. Cole pushing for finishing Lake #50, as opposed to finishing other areas in Phase 6

SIXTH ORDER OF BUSINESS

Consideration of Revised Waldrop Engineering and Q. Grady Minor Engineering Exhibits to Coordination Services Agreement between Fiddler's Creek Foundation, Inc., and Fiddler's Creek Community Development District #1

Mr. Brougham stated that this item was discussed at the last meeting and it was preliminary. A revised Hurricane Irma – Landscape Damage Inventory and Assessment Report (Report) was to be prepared. Mr. Binkowski's letter, dated September 29, 2017, should not have been included in the agenda since it is not the Report, it was just the cover letter.

Mr. Adams stated that the cover letter was for the public record, from a previous transmittal.

Mr. Brougham did not know how to proceed with this since he did not compare the revised Report with the original Report but the cost estimates did not appear to be significantly different from the original Report. He wanted to Motion to accept this Agreement and, with a second, it could be opened for questions.

Mr. Bergmoser stated that the major changes he saw between the Reports were that the first Report did not include the damages for the golf course, the Club and Spa and some other areas. These were estimates and the Board would be accepting estimates; he had not issues.

Mr. Brougham did not see the estimates of damages and repair for the Clubhouse, guard house, Tarpon Club, etc., included in the Report. Mr. Albeit replied that it should not have been in the Report, as they are totally independent.

Mr. Brougham stated that the Board was accepting the Report as complete and inclusive of everything.

Discussion ensued regarding the Report, the evolution of the estimates when materials are ordered and work is completed, the first assessments to the residents commencing in January, 2018, sending replanting work out for bid, assessing residents based on actual quotes and not on estimates, exceeding the budget and reassessing and agreeing to contractor estimates and not paying more.

Mr. Weinberg, a resident, asked if the costs for street light and fencing repairs, which would be assessed to owners, were included. Mr. Albeit replied that will be a part of it. Mr. Weinberg inquired if the District was going to have an agreement before January, 2018, for fencing. Mr. Brougham hoped so but, if not, it would not be included in the assessment.

Mr. Brougham stated that he will have an objection to assessing anything that the District does not have actual quotes on. There will be nothing in the assessment that goes in January that is not based on true, actual and verified quotations.

Mr. Marshall Sector, a resident, questioned if, next January, The Foundation Members will see on their bills an assessment for everything, including the BrightView contract, the hardscape and if the estimate will be quantified. Mr. Brougham replied, no; the assessment will include any and all quotations on actual work and/or trees that have been obtained.

Discussion ensued regarding the hardscape, 1,600 light posts in the CDD and obtaining a bid, street signs, stop sign bids and no assessments to be made upon an estimate.

Mr. Sector stated that there will be a number for hardscape, the replanting, the BrightView contract, which represented three elements that will be fixed numbers, at the time of the assessment and, presumably, everyone will know the numbers, before they are assessed. Mr. Brougham did not know; the Board will know but, whether all the Members will know, he would leave it to the Project Managers.

Discussion ensued about breaking costs down on a spreadsheet, only including items with an exact quotation in the coming assessment, later assessments once actual numbers are received, additional items that will be added to the assessment, The Foundation affirming the same for the record and how assessments will be divided between the Club Members and other taxable entities.

Mr. George Rinetes, a resident, asked if the document showing 1,572, for CDD #1, was the CDD count. Mr. Brougham did not know what document Mr. Rinetes was referring to. Mr. Albeit replied that the document is on the District website and shows over 3,000 total residents, between CDD #1 and CDD #2. Mr. Brougham stated that CDD #1 and CDD #2 would not be combined.

Discussion ensued regarding homeowners' insurance, The Foundation providing a formal letter for the insurance companies, the Board not giving any recommendations to homeowners. The Foundation quarterly assessment billing, the Developer being a beneficiary of the rehabilitation of CDD #1, the Developer not carrying the same portion of the rehabilitation expenses that he would carry in the CDD budget and The Foundation imposing the assessments.

On MOTION by Mr. Brougham and seconded by Mr. Bergmoser, with all in favor, the Revised Waldrop Engineering and Q. Grady Minor Engineering Exhibits to Coordination Services Agreement between Fiddler's Creek Foundation, Inc., and Fiddler's Creek Community Development District #1, were approved.

SEVENTH ORDER OF BUSINESS

Continued Discussion/Update: Hurricane Irma Recovery

Mr. Rinetes asked if the end of Montreux Lane and Championship, where the Rookery cleaned out the area to get equipment onto the golf course, would be rehabilitated. Mr. Brougham advised Mr. Rinetes to contact Mr. Chris Major, the General Manager of the Rookery Golf Club. Mr. Schmitt heard that they were going replant it.

EIGHTH ORDER OF BUSINESS

Consideration of October 17, 2017 Special Meeting Minutes

Mr. Brougham presented the October 17, 2017 Special Meeting Minutes and asked for any additions, deletions or corrections. The following changes were made:

Line 55: Change "cross-efficient" to "cost-efficient"

Line 143: Insert "of" after "received a lot"

Line 255: Change "replied that one the Board's Opinion was that" to "replied that as one Board Member's opinion, that"

On MOTION by Mr. Brougham and seconded by Mr. Bergmoser, with all in favor, the October 17, 2017 Special Meeting Minutes, as amended, were approved.

Ms. Benedetti stated that she and Mrs. Adams were coordinating efforts relating to the flowers. The CDD uses LandCare for the front and all the different landscapers use different nurseries to secure their products. Some of the nurseries were affected by the hurricane and lost product; therefore, the size and specimens makes a difference. She discussed the sizes and types of flowers planned, various locations to be landscaped and the limitations on obtaining the desired sizes and types; generally, smaller sizes could be acquired. Mrs. Adams will have LandCare check to see if the desired size can be increased in a few more weeks. Once the area fills in, it will look lovely. The District must provide its flower choices for a full year, at least 150 days in advance.

Discussion ensued regarding which nurseries various landscape companies use and Mr. Brougham suggested that Ms. Benedetti and Mrs. Adams ask LandCare obtain the flowers from a nursery that has the desired size.

NINTH ORDER OF BUSINESS

Action Items

There being no action items to discuss, the next item followed.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Pires stated that this week should be the end of the 21-day period after the Rule. He had hoped to hear from Mr. Ken van Assenderp by now but nothing happened, which is a good thing. Everything can be wrapped up and sent to the Clerk to get the two Ordinances finalized.

Mr. Brougham asked for the cost. Mr. Adams replied that the CDD's portion would be \$40,000 to \$45,000.

B. District Manager

Regarding the FEMA claim, Mr. Adams stated that he completed an exploratory call and had a scoping meeting with the Grants Administrator assigned to the CDD. It was a Category A clean up and debris removal. All the required documentation was submitted to FEMA and uploaded into the portal. He was waiting to hear from the Grants Administrator to take a look at it and come back with any regarding additional information that may be needed.

As a reminder to residents, Mr. Brougham stated that having FEMA remove the big pile will save the District a significant amount.

Mr. Adams stated that the tally was around \$425,000.

Mr. Fritz noted that there were layers of trees on Fiddler's Creek Parkway and, on the Montreux side, trees were uprooted and still on their sides and asked if FEMA would still pick it up. Mr. Brougham stated that the roadways were already cleared and it was now up to The Foundation.

i. NEXT MEETING DATE: December 6, 2017 at 8:00 A.M.

The next meeting will be held on December 6, 2017 at 8:00 a.m., at this location.

C. Operations Manager

This item was not addressed.

ELEVENTH ORDER OF BUSINESS

Supervisors' Requests

There being no Supervisors' Requests, the next item followed.

TWELFTH ORDER OF BUSINESS

Public Comments

Mr. Jim Schutt, a resident, inquired about Hurricane Wilma, in 2005, and asked if the Developer contributed to the rehabilitation costs, after that hurricane. Mr. Adams stated that the Developer initially funded it and the funding was taken out with a loan, which was repaid through the District assessing all units that were on the tax roll. Some Developer units were assessed at the time. At that time, the District did not incur any costs for the debris removal. Mr. Schutt asked if the Developer paid any portion of the rehabilitation because it was his understanding that the Developer would not pay because the Advisor would be The Foundation,

which is solely residences and does not include any Developer obligations. Mr. Adams replied affirmatively; the expense ran through the District and all units on the tax roll, at the time, paid their proportionate share, for the term of the loan.

A resident stated that there was a very large tree leaning in Montreux that needs to be taken down. Mr. Brougham stated that his landscaper could remove it for a couple hundred dollars to the resident.

THIRTEENTH ORDER OF BUSINESS Adjournment

There being no further business to discuss, the meeting adjourned at 9:34 a.m.

On MOTION by Mr. Brougham and seconded by Mr. Bergmoser, with all in favor, the meeting adjourned at 9:30 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

DRAFT

1 **MINUTES OF MEETING**
2 **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**
3

4 The Board of Supervisors of the Fiddler’s Creek Community Development District #1
5 held a Regular Meeting on Wednesday, December 6, 2017 at 8:00 a.m., at the Fiddler’s Creek
6 Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.
7

8 **Present at the meeting were:**
9

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

15

16 **Also present were:**
17

18 Chuck Adams	District Manager
19 Cleo Adams	Assistant Regional Manager
20 Tony Pires	District Counsel
21 Terry Cole	District Engineer
22 Carrie Robinson <i>(via telephone)</i>	Special Counsel
23 Michael Herrera	Q. Grady Minor
24 Valerie Lord	Counsel - The Foundation
25 Ron Albeit	General Manager - The Foundation
26 Robert Dieckmann	Interim Project Manager – The Foundation
27 Marie Puckett	Director of Safety – The Foundation
28 Monique Irmen	Cherry Oaks Condominium Association
29 Marshall Sutker	Resident
30 Peter Blitcher	Resident
31 Frank Weinberg	Resident
32 Bob Alcom	Resident
33 Gary Donner	Resident
34 Jim Schutt	Resident
35 Judy Tibbs	Resident

36
37

38 **FIRST ORDER OF BUSINESS**
39

Call to Order/Roll Call

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

42 **Special Counsel Update**

43 ******This item, previously the Third order of Business, was presented out of order.******
44

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

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

57
58 **On MOTION by Mr. Brougham and seconded by Mr.**
59 **Bergmoser, with all in favor, authorizing Mr. Turner's**
60 **attendance and full participation, via telephone, due to**
61 **exceptional circumstances, was approved.**
62
63

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

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

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

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

75 Mr. Brougham stated that the Board Members received the proposed Licensing
76 Agreement between Fiddler's Creek Community Development District #1 and Cherry Oaks
77 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. Slater 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

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

183 Mr. Brougham stated that, in the Fiscal Year 2018 budget, approximately \$450,000 was

184 budgeted to begin the paving program on Fiddler's Creek Parkway. The Board deferred that

185 work and reutilized those funds for the purpose of paying for the CDD's cleanup costs after the

186 hurricane, rather than that being part of the Hurricane Restoration Plan. The eventual account

187 allocation was reduced as to CDD #1.

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

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

190 looked at it.

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

193 Mr. Brougham wanted to know when the catch basin grate would be fixed. Mr. Cole

194 stated that he sent another email this morning requesting an update. It is a special order and a

195 cast iron top had to be ordered, which was not a standard item.

196 Mr. Slater stated that they were doing a great job looking onto the front of Fiddler's

197 Creek Parkway. There were four or five Villages where the trees were leaning over on houses or

198 have broken branches, and they were not doing the backs of any of them. He was not sure if Mr.

199 Cole was done with the segment but they are not going inside and trimming the broken branches

200 on any of them. He is referring to Whisper Trace, Bent Creek, Pepper Tree and the next one up.

201 One side of the street looks nice and the other does not.

202 Mr. Brougham stated that some Villages opted out of the Restoration Plan (Plan) but their

203 responsibility is to clear the trees out of the Right-of-Way (ROW), including the entire tree. Mr.

204 Cole would look at it and make it clear.

205 A female member of the public stated that there was a tree on the end of Cherry Oaks

206 Lane at 9154, between the home and the road, and asked to meet with someone to clarify that it

207 would be covered by the CDD. Mr. Brougham advised that questions of that kind should be

208 directed to Mr. Dieckmann, rather than Mr. Cole.

209 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. Cole 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 was 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.

- 243 ➤ That proceeded until such time as when the District was able to negotiate a loan with a
244 bank to fund all the clean-up and restoration at that time.
- 245 ➤ That loan then resulted in a special assessment that was levied by the District to all the
246 property owners/Equivalent Residential Units (ERUs) within the CDD, at that time.
- 247 ➤ That loan and that assessment were payable in full, or over a five-year period and added
248 into the normal CDD assessment, which appears on the tax bill.
- 249 Mr. Brougham stated the following about the District's situation, as related to Hurricane
250 Irma:
- 251 ➤ The CDD is in litigation.
- 252 ➤ The CDD has no access to a loan, although it tried to get a loan, one is not available.
- 253 ➤ The CDD was faced with Hurricane Irma which was worse than Hurricane Wilma by
254 orders of magnitude.
- 255 ➤ The objective is the same; to clear and restore the community as quickly, effectively,
256 efficiently and cost-effectively, as possible but there was no way, as a CDD, to finance it.
- 257 ➤ The CDD had access to The Foundation's credit worthiness, to get a loan with Iberia
258 Bank. This is The Fiddler's Creek Foundation, commonly known as "The Club & Spa".
- 259 ➤ The Foundation hired engineering firms, bid out to various contractors to perform clean
260 up and, within two to three weeks, gathered most of the people who are here.
- 261 The primary reason that CDD #1 opted in was because it had no money to do this and
262 CDD #2 did not have the money, either. There was a choice at the time. This Board could have
263 sat here, rung its hands, tried to employ contractors, tried to estimate the costs, put out a special
264 assessment of some kind and then waited to collect the money from the residents over an
265 unknown period of time before work could be started. No contractor would sign up unless the
266 District had the money to pay them. There could have had a special assessment. \$500,000 of
267 surplus was already spent on clean up. As far as going into Phase 2, the District would have
268 been grinding for years and that would have affected the property values. There would have
269 been a lot more complaints.
- 270 ➤ The Foundation is an HOA and cannot assess anyone who is not a member of the HOA.
271 They are assessing the Members of its HOA.
- 272 ➤ Questions about the conduct of this project can be factually answered by calling Mr.
273 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.

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

339 Mr. Brougham interrupted and debate ensued regarding allowing residents their three
340 minutes to speak. Mr. Brougham threatened to adjourn the meeting. He was not going to
341 interrupt Mr. Blitcher but he wanted to make a point earlier on the fact that, if residents received
342 a special assessment from the CDD and, this Board is in no position to offer tax advice or
343 insurance advice, the property owner would not be able to claim any assessment that went on the
344 property taxes, as a loss damage assessment, for insurance purposes. In some cases, that is worth
345 \$2,000 in coverage or more. Anything assessed by the CDD is not eligible for a loss damage
346 assessment.

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

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

363 A Board Member stated that Mr. Perisi and Ms. Lord negotiated the Coordination
364 Agreement on behalf of The Foundation, and they are employees of Fiddler's Creek. He thought
365 it important to mention that the Board was trying to raise the full amount of money now. If the
366 Board wanted to collect the money now, there would have to be a special assessment and a
367 hearing held and then the CDD would direct-bill the residents and it would not be on the tax bill.
368 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, 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 obtain 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,

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

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

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

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

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

491 Mr. Herrera stated that the costs for Championship, from the entrance to Veneta and the
492 estimate for vinyl fencing was \$375,000. The repair would be \$244,000 but there would be
493 approximately 50% of the fencing remaining, with the 5" posts. The manufacturer recommends
494 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 BrightView 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 Court'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]

626
627
628
629
630
631
632
633
634

Secretary/Assistant Secretary

Chair/Vice Chair

DRAFT

Minutes of the Public Meeting Open Session
December 14, 2017

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

MINUTES OF THE PUBLIC MEETING

Held on December 14, 2017

2:30 p.m. to 3:27 p.m.

Fiddler's Creek Club and Spa

3470 Club Center Boulevard

Naples, Florida 34114

Members Present: Phil Brougham, Chairman
Bob Slater, Supervisor
Gerry Bergmoser, Supervisor
Rick Reyes, Special Counsel
Tony Pires, District Counsel

Also Present: Robert Dieckmann
Valerie Lord
Mike Herrera, Q. Grady Minor
Terry Cole, Hole Montes

Residents Present: Frank Weinberg
Edison Peres
Michael Quinlivan

Stenographically Reported By:
Terri L. Lewis
U.S. Legal Support, Inc.

1 CHAIRMAN BROUGHAM: It is 2:32, I think.
2 We'll call to order the regular continued meeting
3 of Fiddler's Creek CDD1. And the roll call, there
4 are three supervisors here. Supervisor Brougham;
5 Supervisor Slater; Supervisor Bergmoser; our
6 district engineer, Pires -- our district counsel,
7 Tony Pires; and our district engineer, Terry Cole.

8 Also present are Valerie Lord from the
9 Foundation; Robert Dieckmann, project -- interim
10 project manager for the restoration; Edison Peres,
11 a resident; and Frank Weinberg, a resident; and
12 Rick Reyes, a guest for now.

13 MR. REYES: Yes.

14 CHAIRMAN BROUGHAM: And I think that's all.

15 Item No. 2 on the agenda is a continued
16 discussion and action regarding the perimeter wall
17 repairs and replacement. I'd like to open this
18 up -- of course, we all heard a lot about it at our
19 last meeting, and Mike's here to answer any
20 last-minute questions.

21 But I think at the last meeting the
22 supervisors there were, at the time, pretty much
23 convinced that we should repair our perimeter
24 fencing with vinyl, steel-reinforced vinyl fencing
25 instead of going with the stacked concrete that was

1 there originally, and it's been repaired over the
2 years.

3 Subsequent to that, I believe you-all got an
4 email where there was a one-page comparison sent
5 out by Robert, and that broke down CDD1 into three
6 sections of fencing and gave comparison as to the
7 vinyl fencing versus the Coastal Concrete products
8 fencing, repair of that or replace with the same
9 material.

10 At the top side, replacing all of our damaged
11 fence around the perimeter of Pepper Tree, Bent
12 Creek, and Whisper Trace, a section all around the
13 perimeter of Mulberry and Championship Drive from
14 the entrance gate clear up to -- I don't know
15 what's behind Mahogany, but about -- Banetta
16 (phonetic), something like that. Anyway, that
17 total to replace that fence with vinyl fencing is
18 \$742,279 in total.

19 To repair all of the damaged sections of the
20 current fence for those same three area was
21 538,000, putting the same material back up, but the
22 new material -- I'll get to your name in a minute.
23 I just want it for the record -- and to replace all
24 the damaged fencing with the same material but new
25 stackable concrete is 910,875.

1 So, last meeting -- and I'm not going to put
2 words in anybody's mouth, but last meeting I think
3 we had a consensus to go with vinyl.

4 The question that held up the actual vote and
5 a withdrawal of the motion was some uncertainty
6 about what the budget would be under the
7 restoration plan. We heard a number of a million,
8 and we heard that maybe that wasn't quite correct,
9 and a million was to cover both CDD1 and CDD2. So
10 we pulled back the motion at that point until we
11 got the clarity on the actual budget under the
12 restoration plan.

13 Subsequent to that, I had conversations --
14 exchange of emails and conversations with Valerie,
15 Robert and, by email, Tony DiNardo trying to get
16 clarity on what the budget was, et cetera.

17 Essentially where we are now, and I think it's
18 good news, is that under the Foundation restoration
19 plan, Mr. DiNardo has agreed there's enough,
20 sufficient money that they would, under the plan,
21 pay for the Pepper Tree section inclusive of Bent
22 Creek and Whisper Trace and the Championship
23 section from 951 all the way up to --

24 MR. SLATER: Gatehouse.

25 CHAIRMAN BROUGHAM: Well, from the gatehouse

1 all the way up to the amount of \$522,508. That
2 would leave a shortfall for the Mulberry, a
3 shortfall number of monies of \$219,771, which would
4 be the cost to do the Mulberry replacement.
5 Mulberry would be starting at the access of the
6 Pepper Tree section and then running north along
7 Mulberry excluding the chain-link fence section,
8 which is not included in that number at all, and
9 then start again and extend behind the homes up on
10 Mulberry. That cost was quoted to be \$219,771 that
11 the district would have to fund.

12 A couple more comments, and then I'll open it
13 up to some questions.

14 I asked through Robert and, then, also Mike
15 and his contacts where locally we might be able to
16 see an example of this installed steel-reinforced
17 vinyl fence. And there was one place -- there
18 might be others, Mike, I don't know. But the place
19 you told me was Ibis Cove which is, I think, condos
20 or apartments up on the south side of Immokalee
21 Road east of 951, between 951 and -- not east of
22 951. East of I-75; between I-75 and 951.

23 So I drove up there yesterday, and the section
24 of fencing along that roadway looked very good. I
25 mean, it looked like the pictures that we've seen

1 in the advertisements; however, there were two or
2 three panels along that stretch that had sagged. I
3 wanted specifically to see how it made out during
4 the hurricane. And there were two or three
5 sections that had not collapsed entirely, but it
6 looked like they had either been hit by something
7 or hit by the wind and sagged out. Maybe the posts
8 gave way. I don't know. But they were not
9 100 percent intact along that roadway. Just to
10 know that there was some fencing, it did go through
11 the hurricane, and it didn't survive 100 percent.

12 I think the numbers are good, but I think we
13 need some verification of the numbers if we get to
14 the point of going forward. I'd like to open it up
15 to any further questions, Gerry, you have, or Bob.

16 MR. SLATER: Well, I'm sorry.

17 MR. BERGMOSER: Go ahead.

18 MR. SLATER: I have a question. I know
19 DiNardo is saying that's what he's going to do, but
20 it's up to us what we're going to do. And you just
21 can't let Mulberry sit there and not get done.
22 He's holding us hostage with \$219,000 because he's
23 saying all he's going to do is the other two.

24 CHAIRMAN BROUGHAM: That's all he's going to
25 fund. That's all he has budgeted to fund, yes.

1 MR. SLATER: Which just means that you have to
2 fund it yourself.

3 CHAIRMAN BROUGHAM: Yes.

4 MR. SLATER: I have a problem with that, I
5 guess. He is either going to give us the money to
6 do the job right -- tell him -- my opinion is that
7 he needs to get more money if that's what it is. I
8 don't know what his other allocations are,
9 obviously. But this is a project that should be
10 done in its entirety, and I'm not sure the CDD
11 should pick it up, my personal opinion.

12 CHAIRMAN BROUGHAM: Gerry?

13 MR. BERGMOSER: I think -- well, I know my
14 tact is just the opposite. I think the CDD should
15 fund this, all of it, for as much as they can
16 through our ability so that the cost is spread out
17 over all 1,900 taxpayers, not just the 1,550 club
18 and spa members.

19 That issue, obviously, was in the craw of a
20 lot of our taxpayers who were at the last meeting,
21 and I think, to be fair and equitable to everyone,
22 we should look at using up our line of credit
23 from -- is it Iberia --

24 CHAIRMAN BROUGHAM: Yes.

25 MR. BERGMOSER: -- half a million dollars, and

1 squeeze the rest out of whatever accounts we can
2 this year.

3 CHAIRMAN BROUGHAM: Okay. Some comments on
4 funding. I didn't talk with Chuck Adams concerning
5 cash flow, and my concern was that even to the
6 extent of 220,000 that the CDD would potentially
7 pay out of its funds for the section on Mulberry, I
8 was concerned that, what's that going to do to our
9 cash-flow situation.

10 And given the fact that we've already
11 committed \$463,000, rough number, to what was
12 budgeted for paving, is going and did go for
13 Hurricane Irma cleanup, we also have 125,000 in
14 tree trimming budgeted, we have 200,000 for erosion
15 control, and we have 145,000 for landscaping
16 improvements and renovations. And, certainly,
17 we're doing a lot of landscaping and renovations on
18 our own.

19 So as far as having sufficient funds -- and
20 one more point. And also, Chuck, at the last
21 meeting mentioned that there's a probability, not
22 an absolute certainty, we should be getting roughly
23 50 percent of our cleanup expenses reimbursed back
24 from FEMA. When that happens or if that happens is
25 a question mark.

1 MR. BERGMOSER: Yeah, the timing is
2 questionable.

3 CHAIRMAN BROUGHAM: The timing could be 2019.
4 Who knows? But suffice it to say the bottom line
5 on that is, if we decide to go forward, we could
6 easily fund, without hurting our necessary
7 operating items, the Mulberry fencing to the tune
8 of 220,000.

9 Yeah, Bob?

10 MR. SLATER: I guess then I'm going to ask a
11 question. Where are we getting the extra money, or
12 where are we getting the money to replant? Is that
13 going to be a separate entity of dollars coming out
14 of --

15 CHAIRMAN BROUGHAM: For the District to
16 replant?

17 MR. SLATER: Yes.

18 CHAIRMAN BROUGHAM: That's in the restoration
19 budget.

20 MR. BERGMOSER: The Foundation.

21 MR. SLATER: But how much is the Foundation
22 willing to give us to do that? Is it going to be
23 one of those we're only to give you X amount, and
24 our total cost is X plus Y? It's kind of an
25 unknown. And you open the door with this over here

1 and you say, we're going to take care of \$200,000.
2 Does that mean you're going to take care of
3 whatever the amount is on the other end to replant?

4 CHAIRMAN BROUGHAM: No. I can let Valerie or
5 Robert speak to that, but the replanting under the
6 restoration plan is completely under the
7 restoration plan. They're going to develop the --
8 what do you call it --

9 MR. QUINLIVAN: Landscaping.

10 CHAIRMAN BROUGHAM: -- the landscaping plans,
11 submit them to the Villages and to the CDDs for
12 approval as to what trees are planted, where
13 they're planted, what species, what the
14 understory's going to be. None of that, to my
15 knowledge, is going to be coming back to the CDD.
16 It's all included within -- it's all included
17 within the restoration budget, is it not?

18 MR. SLATER: You're trusting DiNardo to do it
19 that way. I don't.

20 CHAIRMAN BROUGHAM: To do it what way Bob?

21 MR. SLATER: That he's not going to say -- say
22 for CDD1, just for a number, it's going to cost you
23 \$500,000 to do the restoration, put the new stuff
24 in, and he's saying, but I'm only going to give you
25 300,000. What his plan is may be \$500,000. What

1 he's willing to part with is \$300,000. That means
2 we have to come up with another 200,000. It's an
3 unknown. It's an unknown how he's going to do
4 that.

5 CHAIRMAN BROUGHAM: Well, I don't agree with
6 that.

7 MR. BERGMOSER: I think there was in excess of
8 \$3 million in the budget, was there not, for
9 replantings and then there was --

10 CHAIRMAN BROUGHAM: And a restoration budget.

11 MR. SLATER: For CDD1 and 2.

12 MR. BERGMOSER: -- a contingency of 300-.

13 CHAIRMAN BROUGHAM: I don't have it here in
14 front of me, no, because it was not going to be the
15 subject of any agenda item --

16 MR. BERGMOSER: I don't have it either.
17 Right.

18 CHAIRMAN BROUGHAM: -- but the restoration
19 plan estimates from -- who did the restoration?

20 MR. PIRES: Waldrop.

21 CHAIRMAN BROUGHAM: Waldrop Engineering was
22 pretty specific in their estimates for CDD1 and
23 CDD2 as to what those amounts would be. And on
24 that basis, I believe, is what the Foundation
25 obtained their loan facility on. So the dollars

1 that were in those estimates are the dollars that
2 are in those estimates. None of that, in my view,
3 is ever going to come back to the CDD to fund.
4 It's all going to be funded, planted under the
5 restoration plan that we agreed to.

6 MR. SLATER: I agree we agree to the plan. I
7 don't trust the money coming in. Sorry.

8 CHAIRMAN BROUGHAM: Frank?

9 MR. WEINBERG: Yeah, a comment. Frank
10 Weinberg.

11 To Bob's point, just like the fence was
12 included and, in fact, the total cost of the fence
13 is more than what was in the original estimate,
14 that's where the shortfall is coming up.

15 CHAIRMAN BROUGHAM: Yes, exactly.

16 MR. WEINBERG: Same thing could happen in any
17 of the other areas.

18 CHAIRMAN BROUGHAM: Mr. DiNardo's budget and
19 his commitment was that he would replace -- he
20 would pay for the repair of any damaged fencing.
21 He would pay for the repair of any damaged fencing.
22 We can repair the damaged fencing with the same
23 product, stackable concrete product --

24 MR. WEINBERG: Which we all agree is not a
25 good idea.

1 CHAIRMAN BROUGHAM: -- which would cost --

2 MR. PERES: Half a million.

3 CHAIRMAN BROUGHAM: Excuse me. I have his
4 commitment to pay for a repair using new material
5 with the same stackable concrete. He would pay for
6 the replacement or the repair to the tune of
7 \$538,000, estimated cost of repair.

8 If we want to use that product and repair the
9 fences damaged with that product, the restoration
10 plan would pay for it using stackable concrete,
11 okay. We wouldn't have to fund a dime.

12 What we're talking about here is taking out
13 existing fence, stackable concrete, whether it's
14 damaged or not damaged, and replacing it with all
15 new materials. To replace it with all new
16 materials is outside of the boundary of the plan.
17 The plan is restoration, not replacement, unless it
18 was completely destroyed.

19 So if we want to stay with stackable concrete
20 fencing --

21 MR. PERES: It won't cost anything.

22 CHAIRMAN BROUGHAM: -- it's not going to cost
23 this district a damn thing. And like I've said
24 before, it's an editorial, it's a money pit. We've
25 spent \$144,000 over the last 10 or 15 years

1 replacing those stupid posts, and 300 of the 340
2 posts along Mulberry or, excuse me, Bent Creek and
3 Whisper Trace and Pepper Tree are those old 5-inch
4 posts that have been failing right and left. Now,
5 we can replace it and go with that concrete stuff,
6 and that's an option, and it won't cost us a dime.

7 What this is about is improving and replacing
8 with better materials, supposedly longer-lasting
9 materials. And if we do that, it's going to cost
10 the District money. What it's going to cost us is
11 roughly \$220,000.

12 Frank?

13 MR. WEINBERG: I have a question, sir. There
14 is other cost for engineering and --

15 CHAIRMAN BROUGHAM: I was going to get to
16 that.

17 MR. WEINBERG: -- and landscaping.

18 CHAIRMAN BROUGHAM: I don't know. I'm going
19 to get to that. Landscaping is not included. The
20 landscaping that's damaged is going to be restored.

21 MR. WEINBERG: No, but I think you said last
22 time that we had to cut away the landscape near the
23 fence and above the fence, and that was not
24 included in the estimates that you had gotten nor
25 was your fees included.

1 CHAIRMAN BROUGHAM: Yeah. I have some
2 comments on that, or questions. You were assuming
3 that you didn't have access to that fencing. You
4 do have access all the way around the perimeter of
5 at least Pepper Tree, Bent Creek, and Whisper Trace
6 from the Antilles side. You have a cross-access
7 easement with the Antilles developer. So you could
8 enter that property and have access to that full
9 fencing and, to a certain extent, 50 percent of the
10 Mulberry line as well. I'm not saying there
11 wouldn't be any damage to landscaping. But your
12 quote does not include any landscaping replacement,
13 as I understand it.

14 MR. HERRERA: That's correct. And the
15 contractor's requirements for installation of the
16 product is for the -- any bushes or hedges to be
17 trimmed to two-and-a-half feet in height and 2-foot
18 clearance over the fence.

19 CHAIRMAN BROUGHAM: All right.

20 MR. HERRERA: So if there's any material out
21 there that doesn't meet that criteria, that needs
22 to be --

23 CHAIRMAN BROUGHAM: On both sides of the fence
24 or on one side?

25 MR. HERRERA: One side of the fence.

1 CHAIRMAN BROUGHAM: Then that would mean we'd
2 have to take down ficus and so forth.

3 I have another question for you, though, as
4 long as we're asking you questions. The color of
5 that fence is the same and the appearance on both
6 side of the fence?

7 MR. HERRERA: Correct.

8 CHAIRMAN BROUGHAM: I mean, it's the same
9 material, the same look?

10 MR. HERRERA: It looks like stone on both
11 sides. It's not flat and stone.

12 CHAIRMAN BROUGHAM: Okay. Did your quote
13 include sales tax --

14 MR. HERRERA: Yes.

15 CHAIRMAN BROUGHAM: -- and so on? 742,000, we
16 get 6 percent of that -- or not 6 percent of that,
17 at least on the Mulberry section, if we decide to
18 go with that. That was 219,000, so that included
19 6 percent sales tax. So that number would come
20 down by whatever 6 percent of 219,000 is.

21 MR. HERRERA: I believe so. Let me verify
22 that.

23 MR. PIRES: Yeah. I guess is the 219- the
24 cost as installed or the cost for the material?

25 CHAIRMAN BROUGHAM: The cost installed. It

1 better be, or we've got a whole 'nother ball game.

2 MR. HERRERA: The 219- is the installation and
3 the material.

4 MR. PIRES: Okay. How much is the material?
5 That's how much the sales tax would be.

6 MR. WEINBERG: Yeah. That's the only part the
7 sales tax would be.

8 CHAIRMAN BROUGHAM: Well, I mean, there's a
9 rounding factor.

10 MR. PERES: Anybody have a picture?

11 CHAIRMAN BROUGHAM: Yes, I do. There's two
12 different colors. Must not be easy to find, Mike.

13 MR. HERRERA: No. So you've got Mulberry.
14 Mulberry is -- oh, no. I stand corrected.

15 CHAIRMAN BROUGHAM: Excludes sales tax?

16 MR. HERRERA: Yep. Sales tax -- we cover
17 sales tax; not applicable.

18 CHAIRMAN BROUGHAM: Fine.

19 MR. HERRERA: So it's -- sales tax is -- we
20 cover -- the wholesaler covers sales tax. So
21 it's -- what was the dollar amount for installation
22 before the 21st?

23 CHAIRMAN BROUGHAM: 219,771.

24 MR. HERRERA: Well, no. That's for
25 installation and -- it's one hundred and -- you

1 wanted to know the product, the cost of the
2 product? 145,000.

3 MR. PERES: Doesn't matter.

4 CHAIRMAN BROUGHAM: Okay.

5 MR. HERRERA: It doesn't matter from this
6 point.

7 CHAIRMAN BROUGHAM: Okay. 144- for materials.

8 MR. SLATER: So the bottom line -- let me
9 interrupt you here. The bottom line is that
10 District is going to pay the 219,771.

11 CHAIRMAN BROUGHAM: Right.

12 MR. SLATER: And you're saying -- well, I also
13 know there's enough money in there. I was just
14 trying to say I could foresee, when we come to the
15 landscaping, we're going to have the damn problem
16 again. He's going to say yes, and he's going to
17 back off.

18 CHAIRMAN BROUGHAM: Well, I hope that's not
19 true.

20 MR. SLATER: But that's what happened here
21 when he said at the original meeting he was going
22 to cover the cost of the perimeter fencing. He's
23 not.

24 CHAIRMAN BROUGHAM: He's covering the cost to
25 repair damage, Bob. And I --

1 MR. SLATER: I don't think I heard it that
2 way. I heard -- okay.

3 CHAIRMAN BROUGHAM: Okay.

4 MR. PIRES: Mr. Chairman?

5 MR. SLATER: Go ahead, Bob.

6 MR. DIECKMANN: I just wanted to -- I'll
7 reiterate Tony's agreed to cover the cost of
8 repairing the existing fence --

9 CHAIRMAN BROUGHAM: That's what I said.

10 MR. DIECKMANN: -- which he said, and that
11 comes to 538,040.

12 CHAIRMAN BROUGHAM: That's what I said.

13 MR. DIECKMANN: Yeah. So it's -- you know,
14 it's a small difference, the 522- that you
15 mentioned.

16 CHAIRMAN BROUGHAM: I understand that.

17 MR. DIECKMANN: That should cover even if you
18 do that same amount.

19 CHAIRMAN BROUGHAM: I haven't explained, but I
20 will.

21 He has agreed to pay 538,040 to repair damaged
22 fence along that entire perimeter with the same
23 material, okay; 530,040 is more than the difference
24 we're talking about here, okay, of 522.508, if we
25 only did those sections.

1 And the reason -- the logic behind that is the
2 only way we can do it this way, if we do a portion
3 and the Foundation does a portion, is to write two
4 contracts. One contract would be between the
5 District and the contractor for one section, and
6 it's quoted to be -- the closest is the Mulberry
7 section for 219,771.

8 The other two sections combined, Pepper Tree
9 and Championship, are 522,508. Without trying to
10 divvy up and change the quote on odd sections, it
11 makes sense to write two contracts: One for
12 Mulberry and one for the other.

13 Originally there was an idea of setting up an
14 escrow fund that we would transfer money in that
15 the Foundation would draw. That's a no-go. It's a
16 nonstarter from a legal point of view; we can't do
17 that.

18 So I think we're to the point if we agree to
19 go forward and replace all that old crap -- you can
20 even put crap in there, which --

21 MR. BERGMOSER: Stuff, material.

22 MR. PIRES: Concrete replaceable accessible
23 panels. Concrete replaceable accessible panels.

24 CHAIRMAN BROUGHAM: Then the best option is
25 two contracts. I'll get it all out here in a

1 second; I'm sorry.

2 To do two contracts, we need to have Mr. Pires
3 facilitate with Ms. Lord a modification to the
4 scope of work in the Coordination Services
5 Agreement, because the scope of work, very
6 specifically in one of the paragraphs, says,
7 replace all damaged fencing, perimeter fencing, or
8 words to that effect. There would have to be a
9 modification that released or modified that scope
10 of work to exclude the fencing along the full
11 stretch of Mulberry.

12 MR. SLATER: Minus the chain-link fence.

13 CHAIRMAN BROUGHAM: Minus the chain-link
14 fence.

15 So I think I've got all of it out. We've
16 talked about sales tax, et cetera, et cetera.

17 But I have one more question. There's a price
18 quoted here for these sections, and it's off of the
19 documents you supplied to Robert, who supplied them
20 to us, of \$219,771. That's it? There's no ifs,
21 ands, buts, but didn't include, or could be more,
22 or could be whatevers? I don't want any hidden --
23 come back after the fact, oh, but that didn't
24 include. I want it not to exceed \$219,771.

25 MR. HERRERA: 219,000 includes materials and

1 installation; does not include 800 linear feet
2 replacing a chain-link fence --

3 CHAIRMAN BROUGHAM: Correct.

4 MR. HERRERA: -- does not include any trimming
5 of the existing landscaping for construction
6 purposes --

7 CHAIRMAN BROUGHAM: Okay.

8 MR. HERRERA: -- nor does it include surveying
9 or engineering companies.

10 CHAIRMAN BROUGHAM: Mr. Cole, if we write two
11 contracts for this Mulberry section, I'm assuming
12 your firm could take care of any engineering that
13 has to happen with our contractor?

14 MR. COLE: Yes.

15 CHAIRMAN BROUGHAM: Okay.

16 MR. COLE: Let me just ask Michael a question.
17 The way I look at this is it's replacement.

18 MR. HERRERA: Right.

19 MR. COLE: So it's surveying. It's not really
20 permitting.

21 MR. HERRERA: Surveying, inspection.

22 MR. COLE: Yeah, it's not permitting --

23 MR. HERRERA: Not permitting.

24 MR. COLE: Right, because we're replacing an
25 8-foot wall with an 8-foot wall.

1 MR. HERRERA: Like for like.

2 MR. COLE: Yeah.

3 CHAIRMAN BROUGHAM: Okay.

4 MR. PIRES: And, Mr. Brougham, if I may.

5 CHAIRMAN BROUGHAM: Sure.

6 MR. PIRES: The Board has the ability to enter
7 into that contract without going through the
8 competitive solicitation process because it's under
9 the \$300,000 threshold for such a project.

10 CHAIRMAN BROUGHAM: Good, because there's only
11 one manufacturer and one supplier, but that's good,
12 another step.

13 MR. PERES: Could I ask a question?

14 CHAIRMAN BROUGHAM: Certainly.

15 MR. PERES: Not to change the subject, but
16 back on the fence, since I haven't physically seen
17 it, are we comfortable that that one is a
18 good-looking fence and actually would be an upgrade
19 to what we have now as far as visual?

20 CHAIRMAN BROUGHAM: Yeah. I have another
21 picture if you'd like. I mean, this is another
22 installed picture, and, yeah, we've -- I think it
23 looks better than the current one, but I'm horribly
24 biased on the current one; against it.

25 MR. PERES: You all feel comfortable?

1 MR. BERGMOSER: And in many areas it's covered
2 by, or has been, until the storm, covered by brush,
3 bushes, hedges, trees.

4 CHAIRMAN BROUGHAM: Well, can I -- may I ask a
5 question? Do we have a DRC around here? I was
6 told by certain people on the telephone that the
7 ultimate head of the DRC, the ultimate head of the
8 DRC, did not care whatever the CDD decided in terms
9 of this vinyl fencing or whatever.

10 MS. LORD: You mean as to color or concrete
11 versus plastic?

12 CHAIRMAN BROUGHAM: Concrete versus plastic,
13 and it didn't mention color one way or the other.

14 MR. PIRES: Or vinyl.

15 CHAIRMAN BROUGHAM: There's basically two
16 colors, as I understand -- and pulled off their
17 website. One is dark granite and one is beige
18 granite. We don't need to pick a color today.

19 MR. BERGMOSER: Good.

20 CHAIRMAN BROUGHAM: Okay. But be thinking
21 about it. I think we're where we are.

22 MR. SLATER: I think you have to take a vote.

23 CHAIRMAN BROUGHAM: Okay.

24 MR. BERGMOSER: I'm not sure where we are.

25 CHAIRMAN BROUGHAM: Well, I'll make a motion

1 that -- I'll make a motion that CDD1 endorses the
2 Foundation restoration plan replacing the Pepper
3 Tree section and the Championship section with COE
4 enforced vinyl fencing to the amount of \$522,508,
5 and that CDD1 fund the replacement of the Mulberry
6 section of current fence with steel-reinforced
7 vinyl fencing to the amount of 219,771.

8 MR. SLATER: Second.

9 CHAIRMAN BROUGHAM: You've heard the motion.

10 MR. PIRES: Well, okay. And as part of that
11 would it be to authorize negotiating --

12 CHAIRMAN BROUGHAM: Yeah. I was going to add
13 that as a second motion, but --

14 MR. PIRES: Okay.

15 CHAIRMAN BROUGHAM: -- we can do it here. And
16 to authorize district counsel to proceed with the
17 development of a modification to the coordination
18 of services agreement to exclude the Mulberry
19 section of perimeter fencing from that agreement.

20 MR. PIRES: And prepare the necessary
21 agreement with the contractor.

22 CHAIRMAN BROUGHAM: Whatever he said.

23 MR. PIRES: If the contract needs to be
24 entered into by a certain date as opposed to the
25 order being placed.

1 CHAIRMAN BROUGHAM: Okay. We have a motion
2 and a second. Discussion?

3 MR. BERGMOSER: So you're proposing that we do
4 not tap into our line of credit with the bank?

5 CHAIRMAN BROUGHAM: I don't -- Chuck does not
6 believe it's going to be necessary. It's there if
7 we need it as a cushion, and certainly we've got to
8 get the input or the revenue coming in from the tax
9 rolls. Hopefully this month they're coming in.
10 But, no, it does not include authorizing going into
11 the line of credit.

12 MR. BERGMOSER: But your proposal says the CDD
13 will fund only Mulberry, and the rest will be
14 funded by the 1,550 club and spa members.

15 CHAIRMAN BROUGHAM: Under the restoration
16 plan.

17 MR. BERGMOSER: The restoration plan, okay.

18 MR. PIRES: And one other aspect, too, is if
19 the Board took a path of wanting to construct a
20 fence, replace a fence with more than a \$300,000
21 contract, then you would have to competitively
22 solicit that work, which means preparing bid
23 documents, bid specs, advertising, which talks
24 about -- you're talking a 60-day time period,
25 Terry, in order to do all that and bring it back to

1 the Board if we have to bid documents, bid specs,
2 and advertise.

3 MR. COLE: Oh, yes, yes.

4 CHAIRMAN BROUGHAM: Okay.

5 MR. PERES: Is there any opportunity for the
6 Foundation or whoever it is who's going to do the
7 other walls to do something different, or the
8 decision that you're making, you know, going to fit
9 and be --

10 MR. SLATER: This is it.

11 CHAIRMAN BROUGHAM: This is it.

12 MR. SLATER: I mean, we've been playing with
13 this now for two months.

14 MR. PERES: I just don't want them to make a
15 separate decision.

16 CHAIRMAN BROUGHAM: No, no. We'll have
17 pitchforks and fires. No.

18 All in favor of the motion, say aye.

19 Aye.

20 MR. SLATER: Aye.

21 CHAIRMAN BROUGHAM: Opposed?

22 MR. BERGMOSER: Nay.

23 CHAIRMAN BROUGHAM: Motion passes 2-1 with
24 Supervisor Bergmoser dissenting.

25 There was one other thing I was going to ask

1 you. Oh. At the last meeting you made mention
2 that there was going to be a price increase.

3 MR. HERRERA: Yes.

4 CHAIRMAN BROUGHAM: If the price increases
5 before you get this order in, it's on you.

6 MR. SLATER: You said the 21st was the date.

7 CHAIRMAN BROUGHAM: I don't want a new number
8 coming back at us.

9 MR. HERRERA: The 21st is the date, and we'll
10 have to work with --

11 MR. QUINLIVAN: A week.

12 CHAIRMAN BROUGHAM: I don't know how else to
13 say it. The number is 219,771; work with it.

14 MR. PIRES: And, Val, if you could send me any
15 contract documents you have, if you do have any.

16 MS. LORD: I don't have anything so far.

17 MR. PIRES: Okay. Thank you. We'll work
18 together on it.

19 CHAIRMAN BROUGHAM: Thank you very much.

20 MR. WEINBERG: Question --

21 CHAIRMAN BROUGHAM: Yes.

22 MR. QUINLIVAN: What's the time frame on this
23 project?

24 CHAIRMAN BROUGHAM: Supposedly during winter,
25 we can get this fencing within two weeks, at least

1 that's what --

2 MR. HERRERA: That was the first meeting. The
3 second meeting the question was asked, and I have
4 the dates for you.

5 CHAIRMAN BROUGHAM: Three weeks. Terry?

6 MR. COLE: Well, I think -- yeah, the most
7 important question is, how soon can you get the
8 landscaping cleared?

9 MR. HERRERA: Yeah.

10 MR. COLE: And that is going to be some time.

11 CHAIRMAN BROUGHAM: And we need to have that
12 answer, obviously. But, also, let's not lose sight
13 of that cross-access easement that we have. I
14 mean, even though -- and you should take a look at
15 that, Robert, if you haven't. Even though it says
16 on both sides of the fence, if you can get at that
17 fence from the Antilles side with bobcats or
18 whatever you need, I don't --

19 MR. PIRES: Especially now when there's
20 nothing there.

21 CHAIRMAN BROUGHAM: Yeah. I mean, I don't see
22 the need that we have to cut down that ficus hedge
23 along the --

24 MR. HERRERA: I don't know how the
25 installation is.

1 CHAIRMAN BROUGHAM: Well, you need to find
2 out, because there's no sense in cutting down that,
3 or even in half, the hedge --

4 MR. HERRERA: Absolutely.

5 CHAIRMAN BROUGHAM: -- if we don't have to.
6 Because if you cut that ficus hedge in half, you
7 might as well take the whole thing out.

8 MR. PIRES: For the record, it was the whole
9 thing out.

10 MR. WEINBERG: You do have a different problem
11 on Championship because there is landscaping on
12 both sides of that.

13 CHAIRMAN BROUGHAM: Yeah. Championship is a
14 whole 'nother deal.

15 Okay, folks. We are done with our -- we're
16 not done?

17 MR. PIRES: Public meeting.

18 CHAIRMAN BROUGHAM: We are going to close the
19 public meeting.

20 MR. WEINBERG: There was --

21 CHAIRMAN BROUGHAM: Yes. I'm going to re-open
22 it, Frank, but go ahead.

23 MR. WEINBERG: The question was asked -- I
24 don't think I ever heard an answer -- of what's the
25 availability of the product?

1 MR. HERRERA: The product is available in
2 January.

3 MR. WEINBERG: So, theoretically, you start
4 the end of January.

5 CHAIRMAN BROUGHAM: As soon as the access --

6 MR. HERRERA: Well, access. Landscaping, I
7 think, was tentatively the end of January, so,
8 really, probably middle of February.

9 CHAIRMAN BROUGHAM: Robert can work on getting
10 that landscaping taken care of for us.

11 MR. WEINBERG: It doesn't have to be the whole
12 thing in the beginning, because you can only do so
13 many sections at one time.

14 MR. HERRERA: Yeah. Labor, certain amount of
15 labor.

16 CHAIRMAN BROUGHAM: Okay. We're going to have
17 to close the door on this. I'm going to re-open it
18 as soon as we finish with our executive session.

19 (A recess was had from 3:10 p.m to 3:26 p.m.)

20 CHAIRMAN BROUGHAM: So we're reopening, I
21 guess is the word, our regular continued meeting of
22 Fiddler's Creek CDD1.

23 I want to make a motion to approve --

24 MR. REYES: The matter discussed.

25 CHAIRMAN BROUGHAM: -- matter discussed --

1 MR. SLATER: The matter discussed in the
2 closed --

3 CHAIRMAN BROUGHAM: -- in the previous closed
4 attorney-client session.

5 MR. BERGMOSER: Second.

6 CHAIRMAN BROUGHAM: All in favor?

7 Aye.

8 MR. SLATER: Aye.

9 MR. BERGMOSER: Aye.

10 CHAIRMAN BROUGHAM: Opposed?

11 (No response.)

12 CHAIRMAN BROUGHAM: It passes.

13 The next meeting date is January 24th at
14 8 a.m.

15 Any supervisor requests?

16 (No response.)

17 CHAIRMAN BROUGHAM: It's down here. I have to
18 read it.

19 (No response.)

20 CHAIRMAN BROUGHAM: No public here.

21 MR. SLATER: Thank you.

22 CHAIRMAN BROUGHAM: We're adjourned.

23 (Proceedings concluded at 3:27 p.m.)
24
25

1 STATE OF FLORIDA

2 COUNTY OF COLLIER

3 I, Terri L. Lewis, Court Reporter and Notary
4 Public, do hereby certify that the foregoing proceedings
5 were taken before me at the date and place as stated in
6 the caption hereto on Page 1 hereof; that the foregoing
7 computer-assisted transcription, consisting of pages
8 numbered 2 through 32, inclusive, is a true record of my
9 Stenograph notes taken at said proceedings.

10 Dated this 18th day of December 2017.

11

12

13



14

TERRI L. LEWIS, Court Reporter
Notary Public, State of Florida

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Commission No: GG 097505

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Commission Expires: August 23, 2021

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	21st 17:22 28:6,9 220,000 8:6 9:8	26:24 above 14:23 absolute 8:22 Absolutely 30:4 access 15:3, 4,8 31:5,6 accessible 20:22,23 accounts 8:1 actually 23:18 Adams 8:4 add 25:12 advertise 27:2 advertising 26:23 after 21:23 again 18:16 against 23:24 agenda 11:15 agree 11:5 12:6,24 20:18 agreed 12:5 19:7,21 agreement 21:5 25:18, 19,21 ahead 19:5 30:22 all 10:16 12:4,24 13:14,15 15:4,19 20:19,25 21:7,15 23:25 26:25 27:18 along 14:2 19:22 21:10 29:23 already 8:10 also 8:13,20 18:12 29:12 amount 9:23 10:3 17:21 19:18 25:4,7	31:14 amounts 11:23 and 8:5,10, 12,15,16,17, 19,20 9:23,25 10:1,11,24 11:9,10,11, 22,23 12:12, 18 13:8,14,23 14:1,2,3,4,5, 6,7,9,14,17, 23 15:5,8,9, 14,17 16:2,5, 11,15 17:2,25 18:12,16,25 19:10 20:1,3, 5,9,10,12,19 21:18,25 23:4,11,18,22 24:1,13,16,17 25:3,5,10,15, 20 26:2,7,13, 14,18,25 27:2,9,17 28:9,14 29:3, 10,11,14 ands 21:21 another 11:2 16:3 23:12, 20,21 answer 29:12 30:24 Antilles 15:6,7 29:17 any 11:15 12:16,20,21 15:11,12,16, 20 21:22 22:4,12 27:5 28:14,15 Anybody 17:10 anything 13:21 28:16 appearance 16:5 applicable 17:17
\$			
\$144,000 13:25 \$200,000 10:1 \$219,771 21:20,24 \$220,000 14:11 \$3 11:8 \$300,000 11:1 23:9 26:20 \$463,000 8:11 \$500,000 10:23,25 \$522,508 25:4 \$538,000 13:7	3 300 14:1 300,000 10:25 300- 11:12 340 14:1 3:10 31:19 3:26 31:19 5 5-inch 14:3 50 8:23 15:9 522,508 20:9 522- 19:14 522.508 19:24 530,040 19:23 538,040 19:11,21 6 6 16:16,19,20 60-day 26:24 7 742,000 16:15 8 8-foot 22:25 800 22:1 A ability 23:6 about 13:12 14:7 19:24 21:16 24:21		
1			
1,550 26:14 10 13:25 125,000 8:13 144- 18:7 145,000 8:15 18:2 15 13:25			
2			
2 11:11 2-1 27:23 2-foot 15:17 200,000 8:14 11:2 2019 9:3 219,000 16:18,20 21:25 219,771 17:23 18:10 20:7 25:7 28:13 219- 16:23 17:2			

<p>approval 10:12 approve 31:23 are 9:11,12 10:12 12:1,2 14:3 20:9 23:17 24:21, 24 30:15,18 areas 12:17 24:1 around 15:4 24:5 as 8:19 10:12 11:23 15:10, 13 16:3,4,24 23:19 24:10, 16 25:10,13, 24 26:7 30:7 31:5,18 ask 9:10 22:16 23:13 24:4 27:25 asked 29:3 30:23 asking 16:4 aspect 26:18 assuming 15:2 22:11 at 8:20 15:5 16:17 18:21 22:17 28:1,8, 25 29:14,16 31:13 authorize 25:11,16 authorizing 26:10 availability 30:25 available 31:1 away 14:22 aye 27:18,19, 20</p>	<hr/> <p style="text-align: center;">B</p> <hr/> <p>back 8:23 10:15 12:3 18:17 21:23 23:16 26:25 28:8 ball 17:1 bank 26:4 basically 24:15 basis 11:24 because 11:14 21:5 22:24 23:8,10 30:2, 6,11 31:12 been 14:4 24:2 27:12 before 13:24 17:22 28:5 beginning 31:12 behind 20:1 beige 24:17 being 25:25 believe 11:24 16:21 26:6 Bent 14:2 15:5 Bergmoser 9:1,20 11:7, 12,16 20:21 24:1,19,24 26:3,12,17 27:22,24 best 20:24 better 14:8 17:1 23:23 between 20:4 biased 23:24 bid 26:22,23 27:1 Board 23:6 26:19 27:1 Bob 9:9 10:20 18:25 19:5</p>	<p>Bob's 12:11 bobcats 29:17 both 15:23 16:5,10 29:16 30:12 bottom 9:4 18:8,9 boundary 13:16 bring 26:25 Brougham 8:3 9:3,15,18 10:4,10,20 11:5,10,13, 18,21 12:8, 15,18 13:1,3, 22 14:15,18 15:1,19,23 16:1,8,12,15, 25 17:8,11, 15,18,23 18:4,7,11,18, 24 19:3,9,12, 16,19 20:24 21:13 22:3,7, 10,15 23:3,4, 5,10,14,20 24:4,12,15, 20,23,25 25:9,12,15,22 26:1,5,15 27:4,11,16, 21,23 28:4,7, 12,19,21,24 29:5,11,21 30:1,5,13,18, 21 31:5,9,16, 20,25 brush 24:2 budget 9:19 10:17 11:8,10 12:18 budgeted 8:12,14 bushes 15:16 24:3 but 9:4,21 10:5,24 11:18</p>	<p>14:21 15:11 18:20 19:19 21:17,21,23 23:11,15,23 24:20 25:13 26:10,12 29:12 30:22 but's 21:21 by 16:20 24:2,6 25:24 26:14</p> <hr/> <p style="text-align: center;">C</p> <hr/> <p>call 10:8 can 8:1 10:4 12:22 14:5 20:2,19 24:4 25:15 28:25 29:7,16 31:9, 12 can't 20:16 care 10:1,2 22:12 24:8 31:10 cash 8:5 cash-flow 8:9 CDD 8:6 10:15 12:3 24:8 26:12 CDD1 10:22 11:11,22 25:1,5 31:22 CDD2 11:23 CDDS 10:11 certain 15:9 24:6 25:24 31:14 certainly 8:16 23:14 26:7 certainty 8:22 cetera 21:16 chain-link 21:12,13 22:2</p>
--	---	---	--

<p>Chairman 8:3 9:3,15,18 10:4,10,20 11:5,10,13, 18,21 12:8, 15,18 13:1,3, 22 14:15,18 15:1,19,23 16:1,8,12,15, 25 17:8,11, 15,18,23 18:4,7,11,18, 24 19:3,4,9, 12,16,19 20:24 21:13 22:3,7,10,15 23:3,5,10,14, 20 24:4,12, 15,20,23,25 25:9,12,15,22 26:1,5,15 27:4,11,16, 21,23 28:4,7, 12,19,21,24 29:5,11,21 30:1,5,13,18, 21 31:5,9,16, 20,25</p> <p>Championship 20:9 25:3 30:11,13</p> <p>change 20:10 23:15</p> <p>Chuck 8:4,20 26:5</p> <p>cleanup 8:13, 23</p> <p>clearance 15:18</p> <p>cleared 29:8</p> <p>close 30:18 31:17</p> <p>closest 20:6</p> <p>club 26:14</p> <p>COE 25:3</p> <p>Cole 22:10, 14,16,19,22, 24 23:2 27:3</p>	<p>29:6,10</p> <p>color 16:4 24:10,13,18</p> <p>colors 17:12 24:16</p> <p>combined 20:8</p> <p>come 11:2 12:3 16:19 18:14 21:23</p> <p>comes 19:11</p> <p>comfortable 23:17,25</p> <p>coming 9:13 10:15 12:7,14 26:8,9 28:8</p> <p>comment 12:9</p> <p>comments 8:3 15:2</p> <p>commitment 12:19 13:4</p> <p>committed 8:11</p> <p>companies 22:9</p> <p>competitive 23:8</p> <p>competitively 26:21</p> <p>completely 10:6 13:18</p> <p>concern 8:5</p> <p>concerned 8:8</p> <p>concerning 8:4</p> <p>concrete 12:23 13:5, 10,13,19 14:5 20:22,23 24:10,12</p> <p>construct 26:19</p> <p>construction 22:5</p> <p>contingency 11:12</p> <p>continued 31:21</p>	<p>contract 20:4 23:7 25:23 26:21 28:15</p> <p>contractor 20:5 22:13 25:21</p> <p>contractor's 15:15</p> <p>contracts 20:4,11,25 21:2 22:11</p> <p>control 8:15</p> <p>coordination 21:4 25:17</p> <p>correct 15:14 16:7 22:3</p> <p>corrected 17:14</p> <p>cost 9:24 10:22 12:12 13:1,7,21,22 14:6,9,10,14 16:24,25 18:1,22,24 19:7</p> <p>could 9:3,5 12:16 15:7 18:14 21:21, 22 22:12 23:13 28:14</p> <p>counsel 25:16</p> <p>cover 17:16, 20 18:22 19:7,17</p> <p>covered 24:1, 2</p> <p>covering 18:24</p> <p>covers 17:20</p> <p>crap 20:19,20</p> <p>credit 26:4, 11</p> <p>Creek 14:2 15:5 31:22</p> <p>criteria 15:21</p>	<p>cross-access 15:6 29:13</p> <p>current 23:23,24 25:6</p> <p>cushion 26:7</p> <p>cut 14:22 29:22 30:6</p> <p>cutting 30:2</p> <hr/> <p style="text-align: center;">D</p> <hr/> <p>damage 15:11 18:25</p> <p>damaged 12:20,21,22 13:9,14 14:20 19:21 21:7</p> <p>damn 13:23 18:15</p> <p>dark 24:17</p> <p>date 25:24 28:6,9</p> <p>dates 29:4</p> <p>deal 30:14</p> <p>decide 9:5 16:17</p> <p>decided 24:8</p> <p>decision 27:8,15</p> <p>destroyed 13:18</p> <p>develop 10:7</p> <p>developer 15:7</p> <p>development 25:17</p> <p>did 8:12 11:19 16:12 19:25 24:8</p> <p>didn't 8:4 15:3 21:21,23 24:13</p> <p>DIECKMANN 19:6,10,13,17</p> <p>difference 19:14,23</p>
---	--	---	--

different 17:12 27:7 30:10 dime 13:11 14:6 Dinardo 10:18 Dinardo's 12:18 discussed 31:24,25 Discussion 26:2 dissenting 27:24 district 9:15 13:23 14:10 18:10 20:5 25:16 divvy 20:10 do 8:8 9:22 10:8,18,20,23 11:3 14:9 15:4 17:11 19:18 20:2,16 21:2 24:5 25:15 26:3,25 27:6,7 28:15 30:10 31:12 documents 21:19 26:23 27:1 28:15 does 10:2 15:12 20:3 22:1,4,8 26:5,10 doesn't 15:21 18:3,5 31:11 doing 8:17 dollar 17:21 dollars 9:13 11:25 12:1 don't 10:19 11:5,13,16 12:7 14:18 19:1 21:22 24:18 26:5 27:14 28:7, 12,16 29:18,	21,24 30:5,24 done 30:15,16 door 9:25 31:17 down 16:2,20 29:22 30:2 draw 20:15 DRC 24:5,7,8 during 28:24 <hr/> E <hr/> easement 15:7 29:13 easily 9:6 easy 17:12 editorial 13:24 effect 21:8 either 11:16 else 28:12 end 10:3 31:4,7 endorses 25:1 enforced 25:4 engineering 11:21 14:14 22:9,12 enough 18:13 enter 15:8 23:6 entered 25:24 entire 19:22 entity 9:13 erosion 8:14 escrow 20:14 Especially 29:19 estimate 12:13 estimated 13:7 estimates 11:19,22 12:1,2 14:24	even 8:5 19:17 20:20 29:14,15 30:3 ever 12:3 30:24 exactly 12:15 exceed 21:24 excess 11:7 exclude 21:10 25:18 Excludes 17:15 excuse 13:3 14:2 executive 31:18 existing 13:13 19:8 22:5 expenses 8:23 explained 19:19 extent 8:6 15:9 extra 9:11 <hr/> F <hr/> facilitate 21:3 facility 11:25 fact 8:10 12:12 21:23 factor 17:9 failing 14:4 far 8:19 23:19 28:16 favor 27:18 February 31:8 feel 23:25 fees 14:25 feet 15:17 22:1 FEMA 8:24	fence 12:11, 12 13:13 14:23 15:18, 23,25 16:5,6 19:8,22 21:12,14 22:2 23:16,18 25:6 26:20 29:16, 17 fences 13:9 fencing 9:7 12:20,21,22 13:20 15:3,9 18:22 21:7,10 24:9 25:4,7, 19 28:25 figus 16:2 29:22 30:6 Fiddler's 31:22 find 17:12 30:1 Fine 17:18 finish 31:18 fires 27:17 firm 22:12 first 29:2 fit 27:8 flat 16:11 flow 8:5 folks 30:15 for 8:7,12, 14,15 9:15 10:11,22 11:8,11,22 12:20,21 13:4,5,10 14:14 15:15, 16 16:3,24 17:21,24 18:7 20:5,7,11,12 21:18 22:5,11 23:1,9 27:5, 13 29:4 30:8 31:10 foresee 18:14 forth 16:2
--	---	--	---

<p>forward 9:5 20:19</p> <p>Foundation 9:20,21 11:24 20:3,15 25:2 27:6</p> <p>frame 28:22</p> <p>Frank 12:8,9 14:12 30:22</p> <p>from 8:24 11:19 15:6 18:5 20:16 25:19 26:8 29:17 31:19</p> <p>front 11:14</p> <p>full 15:8 21:10</p> <p>fund 9:6 12:3 13:11 20:14 25:5 26:13</p> <p>funded 12:4 26:14</p> <p>funding 8:4</p> <p>funds 8:7,19</p> <hr/> <p style="text-align: center;">G</p> <hr/> <p>game 17:1</p> <p>get 14:15,19 16:16 20:25 26:8 28:5,25 29:7,16</p> <p>getting 8:22 9:11,12 31:9</p> <p>give 9:22,23 10:24</p> <p>given 8:10</p> <p>go 8:12 9:5 14:5 16:18 19:5 20:19 30:22</p> <p>going 8:8,12 9:10,13,22 10:1,2,7,14, 15,21,22,24 11:3,14 12:3, 4 13:22 14:9,</p>	<p>10,15,18,20 18:10,15,16, 21 23:7 25:12 26:6,10 27:6, 8,25 28:2 29:10 30:18, 21 31:16,17</p> <p>good 12:25 23:10,11 24:19</p> <p>good-looking 23:18</p> <p>got 17:1,13 21:15 26:7</p> <p>gotten 14:24</p> <p>granite 24:17,18</p> <p>guess 9:10 16:23 31:21</p> <hr/> <p style="text-align: center;">H</p> <hr/> <p>had 14:22,24 31:19</p> <p>half 13:2 30:3,6</p> <p>happen 12:16 22:13</p> <p>happened 18:20</p> <p>happens 8:24</p> <p>has 19:21 22:13 23:6 24:2</p> <p>have 8:13,14, 15 11:2,13,16 13:3,11 14:4, 13 15:1,3,4, 6,8 16:2,3 17:10 18:15 21:2,8,17 23:19,20 24:5,22 26:1, 21 27:1,16 28:10,15,16 29:3,11,13,22 30:5,10 31:11,16</p>	<p>haven't 19:19 23:16 29:15</p> <p>having 8:19</p> <p>he 12:19,21 13:5 18:21 19:10,21 25:22</p> <p>he's 10:21,24 11:1,3 18:16, 22,24</p> <p>head 24:7</p> <p>heard 19:1,2 25:9 30:24</p> <p>hedge 29:22 30:3,6</p> <p>hedges 15:16 24:3</p> <p>height 15:17</p> <p>here 9:25 11:13 13:12 18:9,20 19:24 20:25 21:18 24:5 25:15</p> <p>HERRERA 15:14,20,25 16:7,10,14,21 17:2,13,16, 19,24 18:5 21:25 22:4,8, 18,21,23 23:1 28:3,9 29:2, 9,24 30:4 31:1,6,14</p> <p>hidden 21:22</p> <p>his 10:25 12:19 13:3</p> <p>hope 18:18</p> <p>Hopefully 26:9</p> <p>horribly 23:23</p> <p>how 9:21 11:3 17:4,5 28:12 29:7,24</p> <p>hundred 17:25</p> <p>Hurricane 8:13</p>	<p>hurting 9:6</p> <hr/> <p style="text-align: center;">I</p> <hr/> <p>I'LL 19:6 20:25 24:25 25:1</p> <p>I'M 9:10 10:24 14:18 15:10 21:1 22:11 23:23 24:24 30:21 31:17</p> <p>I'VE 13:23 21:15</p> <p>idea 12:25 20:13</p> <p>if 8:24 9:5 13:8,19 14:9 15:20 16:17 19:17,24 20:2,18 22:10 23:4,21 25:23 26:6,18 27:1 28:4,14,15 29:15,16 30:5,6</p> <p>ifs 21:20</p> <p>important 29:7</p> <p>improvements 8:16</p> <p>improving 14:7</p> <p>in 8:13 9:18 10:24 11:7,8, 13,22 12:1,2, 7,12,13,16 14:24 15:17 18:13 20:14, 20,25 21:4,6 24:1,8 26:8, 9,25 27:18 28:5 30:2,3,6 31:1,12</p> <p>include 15:12 16:13 21:21, 24 22:1,4,8</p>
---	---	---	---

26:10 included 10:16 12:12 14:19,24,25 16:18 includes 21:25 increase 28:2 increases 28:4 input 26:8 inspection 22:21 installation 15:15 17:2, 21,25 22:1 29:25 installed 16:24,25 23:22 interrupt 18:9 into 23:7 25:24 26:4,10 Irma 8:13 is 8:12,24 9:1,5,12,21, 22,24 10:3,6, 15,17,25 11:1,24 12:3, 13,14,24 13:12,16,17 14:7,10,14, 19,20 15:16 16:5,20,23 17:2,4,14,19 18:9,10 19:23 20:1,3,6,24 22:17 23:17, 21 24:17 26:18 27:5,6, 10,11 28:9,13 29:7,10,25 30:11,13 31:1,21 it 9:4,22 10:8,17,18,20 11:13,14,16	13:10,14,15, 17,21 14:5,6 15:13 16:10, 25 18:5 19:1 20:2,10,25 21:15,20,24 22:8 23:17, 22,24 24:13, 21 25:11,15 26:7,10,25 27:6,10,11 28:13,18 29:15 30:8,22 31:11,17 it's 9:24 10:16,22 11:2,3 12:4 13:13,22,24 14:9,10 16:8, 11 17:19,21, 25 19:13,14 20:6,15 21:18 22:17,19,22 23:8 24:1 26:6 28:5 item 11:15 items 9:7 its 8:7	knows 9:4	
		L	M
		labor 31:14, 15 landscape 14:22 landscaping 8:15,17 10:9, 10 14:17,19, 20 15:11,12 18:15 22:5 29:8 30:11 31:6,10 last 8:20 13:25 14:21 28:1 least 15:5 16:17 28:25 left 14:4 legal 20:16 let 10:4 16:21 18:8 22:16 let's 29:12 like 12:11 13:23 16:10 23:1,21 line 9:4 15:10 18:8,9 26:4,11 linear 22:1 loan 11:25 logic 20:1 long 16:4 longer-lasting 14:8 look 16:9 22:17 29:14 looks 16:10 23:23 Lord 21:3 24:10 28:16 lose 29:12 lot 8:17	made 28:1 make 24:25 25:1 27:14 31:23 makes 20:11 making 27:8 manufacturer 23:11 many 24:1 31:13 mark 8:25 material 13:4 15:20 16:9,24 17:3,4 19:23 20:21 materials 13:15,16 14:8,9 18:7 21:25 matter 18:3,5 31:24,25 may 10:25 23:4 24:4 me 11:14 13:3 14:2 16:21 18:8 22:16 28:14 mean 10:2 16:1,8 17:8 23:21 24:10 27:12 29:14, 21 means 11:1 26:22 meet 15:21 meeting 8:21 18:21 28:1 29:2,3 30:17, 19 31:21 members 26:14 mention 24:13 28:1 mentioned 8:21 19:15
	J		
	January 31:2, 4,7 just 10:22 12:11 18:13 19:6 22:16 27:14		
	K		
	kind 9:24 know 14:18 18:1,13 19:13 27:8 28:12 29:24 knowledge 10:15		

<p>Michael 22:16 middle 31:8 might 30:7 Mike 17:12 million 11:8 13:2 Minus 21:12, 13 modification 21:3,9 25:17 modified 21:9 money 9:11,12 12:7 13:24 14:10 18:13 20:14 month 26:9 months 27:13 more 8:20 12:13 19:23 21:17,21 26:20 most 29:6 motion 24:25 25:1,9,13 26:1 27:18,23 31:23 Mr 9:1,10,17, 20,21 10:9, 18,21 11:7, 11,12,16,20 12:6,9,16,18, 24 13:2,21 14:13,17,21 15:14,20,25 16:7,10,14, 21,23 17:2,4, 6,10,13,16, 19,24 18:3,5, 8,12,20 19:1, 4,5,6,10,13, 17 20:21,22 21:2,12,25 22:4,8,10,14, 16,18,19,21, 22,23,24 23:1,2,4,6, 13,15,25 24:1,14,19,</p>	<p>22,24 25:8, 10,14,20,23 26:3,12,17,18 27:3,5,10,12, 14,20,22 28:3,6,9,11, 14,17,20,22 29:2,6,9,10, 19,24 30:4,8, 10,17,20,23 31:1,3,6,11, 14,24 Ms 21:3 24:10 28:16 much 9:21 17:4,5 28:19 Mulberry 8:7 9:7 14:2 15:10 16:17 17:13,14 20:6,12 21:11 22:11 25:5,18 26:13 Must 17:12 my 8:5 10:14 12:2</p> <hr/> <p style="text-align: center;">N</p> <hr/> <p>Nay 27:22 near 14:22 necessary 9:6 25:20 26:6 need 21:2 24:18 26:7 29:11,18,22 30:1 needs 15:21 25:23 negotiating 25:11 new 10:23 13:4,15 28:7 no 10:4 11:14 14:21 17:13, 14,24 21:20 26:10 27:16, 17 30:2</p>	<p>no-go 20:15 None 10:14 12:2 nonstarter 20:16 nor 14:24 22:8 not 8:21 10:17,21 11:8,14 12:24 13:14,17,22 14:19,23 15:10,12 16:11,16 17:12,17 18:18,23 21:24 22:1,4, 19,22,23 23:15 24:8,24 26:4,5,10 29:12 30:16 nother 17:1 30:14 nothing 29:20 now 14:4 23:19 27:13 29:19 number 8:11 10:22 16:19 28:7,13</p> <hr/> <p style="text-align: center;">O</p> <hr/> <p>obtained 11:25 obviously 29:12 odd 20:10 of 8:1,6,7, 17,23 9:8,13, 14,23,24 10:1,2,14 11:7,12,14,15 12:2,12,17, 20,21 13:6,7, 16 14:1 15:4, 9,15,23,25 16:4,6,16,20</p>	<p>18:1,22 19:7, 24 20:13,16 21:4,5,6,10, 11,15,18,20 22:5,12 24:7, 9 25:4,5,6,7, 10,17,18,19 26:4,11,19 27:18 29:13, 16 30:12,24, 25 31:4,7,8, 10,14,21 off 18:17 21:18 24:16 oh 17:14 21:23 27:3 28:1 okay 8:3 13:11 16:12 17:4 18:4,7 19:2,3,23,24 22:7,15 23:3 24:20,23 25:10,14 26:1,17 27:4 28:17 30:15 31:16 old 14:3 20:19 on 8:3,7,17 9:5 10:3 11:23,25 15:2,23,24 16:5,10,15,17 20:10 23:16, 24 24:6 28:5, 18,22 29:16 30:11 31:9,17 one 8:20 9:23 15:24,25 17:25 20:4,5, 11,12 21:6,17 23:11,17,23, 24 24:13,17 26:18 27:25 31:13 only 9:23 10:24 17:6 19:25 20:2</p>
---	---	--	---

<p>23:10 26:13 31:12 open 9:25 operating 9:7 opportunity 27:5 opposed 25:24 27:21 option 14:6 20:24 or 8:24 9:11 10:4 13:6,14, 25 14:2 15:2, 16,24 16:16, 24 17:1 21:7, 9,21,22 22:9 24:2,9,10,13, 14 26:8 27:6, 7 29:17 30:3 order 25:25 26:25 28:5 original 12:13 18:21 Originally 20:13 other 10:3 12:17 14:14 20:8,12 24:13 26:18 27:7,25 our 8:8,18,23 9:6,24 22:13 26:4 30:15 31:18,21 out 8:1,7 9:13 13:12 15:20 20:25 21:15 30:2,7, 9 outside 13:16 over 9:25 13:25 15:18 own 8:18</p> <hr/> <p style="text-align: center;">P</p> <hr/> <p>p.m 31:19</p>	<p>p.m. 31:19 panels 20:23 paragraphs 21:6 part 11:1 17:6 25:10 passes 27:23 path 26:19 paving 8:12 pay 8:7 12:20,21 13:4,5,10 18:10 19:21 people 24:6 Pepper 14:3 15:5 20:8 25:2 percent 8:23 15:9 16:16, 19,20 PERES 13:2,21 17:10 18:3 23:13,15,25 27:5,14 perimeter 15:4 18:22 19:22 21:7 25:19 period 26:24 permitting 22:20,22,23 physically 23:16 pick 24:18 picture 17:10 23:21,22 Pires 11:20 16:23 17:4 19:4 20:22 21:2 23:4,6 24:14 25:10, 14,20,23 26:18 28:14, 17 29:19 30:8,17 pit 13:24</p>	<p>pitchforks 27:17 placed 25:25 plan 10:6,7, 25 11:19 12:5,6 13:10, 16,17 25:2 26:16,17 plans 10:10 planted 10:12,13 12:4 plastic 24:11,12 playing 27:12 plus 9:24 point 8:20 12:11 18:6 20:16,18 portion 20:2, 3 posts 14:1,2, 4 potentially 8:6 prepare 25:20 preparing 26:22 pretty 11:22 price 21:17 28:2,4 probability 8:21 probably 31:8 problem 18:15 30:10 proceed 25:16 process 23:8 product 12:23 13:8,9 15:16 18:1,2 30:25 31:1 project 23:9 28:23 property 15:8 proposal 26:12</p>	<p>proposing 26:3 public 30:17, 19 pulled 24:16 purposes 22:6 put 10:23 20:20</p> <hr/> <p style="text-align: center;">Q</p> <hr/> <p>question 8:25 9:11 14:13 16:3 21:17 22:16 23:13 24:5 28:20 29:3,7 30:23 questionable 9:2 questions 15:2 16:4 QUINLIVAN 10:9 28:11,22 quote 15:12 16:12 20:10 quoted 20:6 21:18</p> <hr/> <p style="text-align: center;">R</p> <hr/> <p>re-open 30:21 31:17 really 22:19 31:8 reason 20:1 recess 31:19 record 30:8 regular 31:21 reimbursed 8:23 reiterate 19:7 released 21:9 renovations 8:16,17 reopening 31:20</p>
---	--	--	--

repair 12:20, 21,22 13:4,6, 7,8 18:25 19:21 repairing 19:8 replace 12:19 13:15 14:5 20:19 21:7 26:20 replaceable 20:22,23 replacement 13:6,17 15:12 22:17 25:5 replacing 13:14 14:1,7 22:2,24 25:2 replant 9:12, 16 10:3 replanting 10:5 replantings 11:9 requirements 15:15 rest 8:1 26:13 restoration 9:18 10:6,7, 17,23 11:10, 18,19 12:5 13:9,17 25:2 26:15,17 restored 14:20 revenue 26:8 REYES 31:24 right 11:17 14:4 15:19 18:11 22:18, 24 Robert 10:5 21:19 29:15 31:9 rolls 26:9 rough 8:11	roughly 8:22 14:11 rounding 17:9 <hr/> s <hr/> said 13:23 14:21 18:21 19:9,10,12 25:22 28:6 sales 16:13, 19 17:5,7,15, 16,17,19,20 21:16 same 12:16,22 13:5 16:5,8,9 19:18,22 say 9:4 10:1, 21 18:14,16 27:18 28:13 saying 10:24 15:10 18:12 says 21:6 26:12 29:15 scope 21:4,5, 9 second 21:1 25:8,13 26:2 29:3 section 8:7 16:17 20:5,7 22:11 25:3,6, 19 sections 19:25 20:8,10 21:18 31:13 see 29:21 seen 23:16 send 28:14 sense 20:11 30:2 separate 9:13 27:15 services 21:4 25:18 session 31:18	setting 20:13 shortfall 12:14 should 8:22 19:17 29:14 side 15:6,24, 25 16:6 29:17 sides 15:23 16:11 29:16 30:12 sight 29:12 since 23:16 sir 14:13 situation 8:9 SLATER 9:10, 17,21 10:18, 21 11:11 12:6 18:8,12,20 19:1,5 21:12 24:22 25:8 27:10,12,20 28:6 small 19:14 so 8:19 11:25 13:19 15:7,20 16:2,15,18, 19,21 17:13, 19,20 18:8 19:13 20:18 21:15 22:19 26:3 28:16 31:3,7,12,20 solicit 26:22 solicitation 23:8 some 8:3 15:1 29:10 something 27:7 soon 29:7 31:5,18 sorry 12:7 21:1 spa 26:14 speak 10:5 species 10:13	specific 11:22 specifically 21:6 specs 26:23 27:1 spent 13:25 squeeze 8:1 stackable 12:23 13:5, 10,13,19 stand 17:14 start 31:3 stay 13:19 steel- reinforced 25:6 step 23:12 stone 16:10, 11 storm 24:2 stretch 21:11 stuff 10:23 14:5 20:21 stupid 14:1 subject 11:15 23:15 submit 10:11 such 23:9 suffice 9:4 sufficient 8:19 Supervisor 27:24 supplied 21:19 supplier 23:11 supposedly 14:8 28:24 sure 23:5 24:24 surveying 22:8,19,21
---	--	---	--

T	25:1,5,10,13, 19 26:3,22,25 27:8 28:2 29:2,10,11, 13,15,16,22 30:2,6,12 31:10	31:7 thinking 24:20 this 8:2 9:25 13:23 14:7 18:5 20:2 22:11,17 23:21 24:9 26:9 27:10, 11,13 28:5, 22,25 31:17 those 9:23 11:23 12:1,2 14:1,3 19:25 though 16:3 29:14,15 Three 29:5 threshold 23:9 through 23:7 time 14:22 26:24 28:22 29:10 31:13 timing 9:1,3 to 8:5,8,11 9:4,5,7,10, 12,13,15,22, 23 10:1,2,3, 5,7,11,12,14, 15,18,20,21, 22,23,24 11:1,2,3,14, 23 12:3,4,5, 6,11 13:4,6, 8,11,15,19,22 14:9,10,15, 19,20,22 15:3,8,9,11, 16,17,22 16:2,17 17:12 18:1,10,14, 15,16,22,24 19:6,7,11,21 20:3,6,9,11, 18 21:2,3,8, 10,19,20,24 22:13 23:6, 15,19 24:10,	18,22 25:4,7, 11,12,16,17, 18,23,24 26:6,7,19,21, 25 27:1,6,7, 8,14,25 28:2, 10,12 29:10, 11,22 30:1,5, 18,21 31:11, 16,17,19,23 today 24:18 together 28:18 told 24:6 Tony's 19:7 too 26:18 took 26:19 total 9:24 12:12 Trace 14:3 15:5 transfer 20:14 tree 8:14 14:3 15:5 20:8 25:3 trees 10:12 24:3 trimmed 15:17 trimming 8:14 22:4 true 18:19 trust 12:7 trusting 10:18 trying 18:14 20:9 tune 9:7 13:6 two 17:11 20:3,8,11,25 21:2 22:10 24:15 27:13 28:25 two-and-a-half 15:17
take 10:1,2 16:2 22:12 24:22 29:14 30:7 taken 31:10 taking 13:12 talk 8:4 talked 21:16 talking 13:12 19:24 26:24 talks 26:23 tap 26:4 tax 16:13,19 17:5,7,15,16, 17,19,20 21:16 26:8 telephone 24:6 tentatively 31:7 terms 24:8 Terry 26:25 29:5 than 12:13 19:23 23:23 26:20 Thank 28:17, 19 that 8:5,6,8, 10,21,24 9:5, 12,22 10:2,5, 14,19,21 11:1,4,6,24 12:1,2,5,19 13:8,9 14:4, 5,9,16,19,22, 23,24 15:2,3, 8,21 16:1,5, 16,18,19,22 18:9 19:1,10, 14,16,17,18, 22 20:1,14, 17,19 21:8,9, 23 22:12 23:7,17 24:6	that's 9:18 12:14 14:6,20 15:14 17:5,6, 24 18:18,20 19:9,12 20:15 21:20 23:11 29:1 their 11:22, 25 24:16 them 10:11 21:19 27:14 then 9:10 11:9 16:1 20:24 26:21 theoretically 31:3 there 11:7,8, 9 14:13 15:10,21 18:13 20:13, 20 21:8 26:6 27:5,25 28:2 29:20 30:11, 20 there's 8:21 15:20 17:8,11 18:13 21:17, 20 23:10 24:15 29:19 30:2 these 21:18 they're 10:7, 13 26:9 thing 12:16 13:23 27:25 30:7,9 31:12 think 11:7 14:21 19:1 20:18 21:15 23:22 24:21, 22 29:6 30:24	thinking 24:20 this 8:2 9:25 13:23 14:7 18:5 20:2 22:11,17 23:21 24:9 26:9 27:10, 11,13 28:5, 22,25 31:17 those 9:23 11:23 12:1,2 14:1,3 19:25 though 16:3 29:14,15 Three 29:5 threshold 23:9 through 23:7 time 14:22 26:24 28:22 29:10 31:13 timing 9:1,3 to 8:5,8,11 9:4,5,7,10, 12,13,15,22, 23 10:1,2,3, 5,7,11,12,14, 15,18,20,21, 22,23,24 11:1,2,3,14, 23 12:3,4,5, 6,11 13:4,6, 8,11,15,19,22 14:9,10,15, 19,20,22 15:3,8,9,11, 16,17,22 16:2,17 17:12 18:1,10,14, 15,16,22,24 19:6,7,11,21 20:3,6,9,11, 18 21:2,3,8, 10,19,20,24 22:13 23:6, 15,19 24:10,	18,22 25:4,7, 11,12,16,17, 18,23,24 26:6,7,19,21, 25 27:1,6,7, 8,14,25 28:2, 10,12 29:10, 11,22 30:1,5, 18,21 31:11, 16,17,19,23 today 24:18 together 28:18 told 24:6 Tony's 19:7 too 26:18 took 26:19 total 9:24 12:12 Trace 14:3 15:5 transfer 20:14 tree 8:14 14:3 15:5 20:8 25:3 trees 10:12 24:3 trimmed 15:17 trimming 8:14 22:4 true 18:19 trust 12:7 trusting 10:18 trying 18:14 20:9 tune 9:7 13:6 two 17:11 20:3,8,11,25 21:2 22:10 24:15 27:13 28:25 two-and-a-half 15:17

<hr/> <p style="text-align: center;">U</p> <hr/> <p>ultimate 24:7</p> <p>under 10:5,6 12:4 23:8 26:15</p> <p>understand 15:13 19:16 24:16</p> <p>understory's 10:14</p> <p>unknown 9:25 11:3</p> <p>unless 13:17</p> <p>until 24:2</p> <p>up 11:2 12:14 20:10,13</p> <p>upgrade 23:18</p> <p>us 9:22 14:6, 10 21:20 28:8 31:10</p> <p>use 13:8</p> <p>using 13:4,10</p> <hr/> <p style="text-align: center;">V</p> <hr/> <p>Val 28:14</p> <p>Valerie 10:4</p> <p>verify 16:21</p> <p>versus 24:11, 12</p> <p>very 21:5 28:19</p> <p>view 12:2 20:16</p> <p>Villages 10:11</p> <p>vinyl 24:9,14 25:4,7</p> <p>visual 23:19</p> <p>vote 24:22</p> <hr/> <p style="text-align: center;">W</p> <hr/> <p>Waldrop</p>	<p>11:20,21</p> <p>wall 22:25</p> <p>walls 27:7</p> <p>want 13:8,19 21:22,24 27:14 28:7 31:23</p> <p>wanted 18:1 19:6</p> <p>wanting 26:19</p> <p>was 8:5,8,11 11:7,8,9,14, 21 12:11,13, 19 13:18 14:15,23,25 16:18 17:21 18:13,21 20:13 24:5 25:12 27:25 28:2,6 29:2,3 30:8,20,23 31:7,19</p> <p>way 10:19,20 15:4 19:2 20:2 22:17 24:13</p> <p>we 8:1,13,14, 15,22 9:5,11, 12 11:2 12:5, 6,22,24 13:8, 11,19 14:5,9, 22 16:15,17 17:16,19 18:14 19:24 20:2,14,16,18 21:2 22:10 23:17,19 24:5,18,21,24 25:15 26:1,3, 7 27:1 28:25 29:11,13,22 30:5,15,18 31:18</p> <p>we'd 16:1</p> <p>we'll 27:16 28:9,17</p> <p>we're 8:17 9:23 10:1</p>	<p>13:12 16:4 18:15 19:24 20:18 22:24 24:21 30:15 31:16,20</p> <p>we've 8:10 13:24 17:1 21:15 23:22 26:7 27:12</p> <p>website 24:17</p> <p>week 28:11</p> <p>weeks 28:25 29:5</p> <p>Weinberg 12:9,10,16,24 14:13,17,21 17:6 28:20 30:10,20,23 31:3,11</p> <p>well 11:5 15:10 17:8,24 18:12,18 24:4,25 25:10 29:6 30:1,7 31:6</p> <p>were 12:1 15:2</p> <p>what 8:11 10:8,12,13, 20,25 11:23, 24 12:13 13:12 14:7,10 17:21 18:20 19:9,12 23:19 29:1</p> <p>what's 8:8 28:22 30:24</p> <p>whatever 8:1 10:3 16:20 24:8,9 25:22 29:18</p> <p>whatevers 21:22</p> <p>when 8:24 18:14,21 29:19</p> <p>where 9:11,12 10:12 12:14</p>	<p>24:21,24</p> <p>whether 13:13</p> <p>which 12:24 13:1 19:10 20:20 26:22, 23</p> <p>Whisper 14:3 15:5</p> <p>who 9:4 11:19 21:19</p> <p>who's 27:6</p> <p>whoever 27:6</p> <p>whole 17:1 30:7,8,14 31:11</p> <p>wholesaler 17:20</p> <p>will 19:20 26:13</p> <p>willing 9:22 11:1</p> <p>winter 28:24</p> <p>with 8:4 9:25 11:1,2,5 12:22 13:5,9, 14,15,19 14:5,8 15:7 16:18 19:22 21:3 22:13,25 25:3,6,16,21 26:4,20 27:12,23 28:10,13 29:17 30:15 31:18</p> <p>within 10:16, 17 28:25</p> <p>without 9:6 20:9 23:7</p> <p>won't 13:21 14:6</p> <p>word 31:21</p> <p>words 21:8</p> <p>work 21:4,5, 10 26:22 28:10,13,17 31:9</p>
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would 8:6
11:23 12:19,
20,21 13:1,5,
10 16:1,19
17:5,7 20:4,
14,15 21:8
23:18 25:11
26:21
wouldn't
13:11 15:11
write 20:3,11
22:10

y

yeah 9:1,9
12:9 15:1
16:23 17:6
19:13 22:22
23:2,20,22
25:12 29:6,9,
21 30:13
31:14
year 8:2
years 13:25
Yep 17:16
yes 9:17
12:15 16:14
17:11 18:16
22:14 27:3
28:3,21 30:21
you 9:23,25
10:1,8,22,24
14:21,24
15:2,3,6,7
16:3,4 17:25
18:9 19:13,
14,17 20:19
21:19 23:25
24:10,22
26:21 27:8
28:1,5,6,14,
15,17,19
29:4,7,14,15,
16,18 30:1,6,
10 31:3,12
you'd 23:21

you're 10:2,
18 18:12
26:3,24 27:8
you've 17:13
25:9
your 14:25
15:11 16:12
22:12 26:12

ACTIVE ACTION ITEMS

For January 24, 2017 Meeting

Action Item status updates to be provided prior to or at the meeting.

DATE ADDED

1. **12/11/13** Per Mr. Brougham's direction, Mr. Cole, Mr. Pires and Ms. Crismond are responsible for providing Mr. Adams with a status update of their items, so Mr. Adams can update the "Action Items" list. **ONGOING**
2. **12/11/13** Going forward, Mr. Adams will ensure that information is disseminated to all Board Members, not just Mr. Brougham. **ONGOING**
3. **11/19/14** Per Mr. Brougham, Staff will communicate anything of major importance to residents, via The Foundation, such as tree removal to keep residents informed. **ONGOING**
4. **06/24/15** Per Mr. Brougham, Ms. Crismond will include an informational item in the Operations Report, if an "out-of-the-ordinary" project was completed. **ONGOING**
5. **06/22/16** District Engineer will schedule and perform a semi-annual sidewalk review for trip hazards, slip/fall, cleaning needs and structural integrity. **ONGOING**
6. **10/05/16** Mr. Albeit will remind the village boards to submit their whitefly treatment data. **ONGOING**
7. **03/22/17** Place conveyed parcels on Action Item List. **ONGOING**
8. **03/22/17** Mr. Adams will provide proposal for web based GIS map and give presentation at a future meeting. **ONGOING**
9. **07/26/17** Per Mr. Brougham's direction, Staff to verify whether on-site staff could control the irrigation systems, through the main computer and whether Wesco installed rain sensors on local controllers. **ONGOING**
10. **07/26/17** Per Mr. Brougham's direction, security to be reminded of their responsibility to report irrigation issues to the gatehouse. **ONGOING**
11. **07/26/17** Ms. Benedetti to ask Mr. Albeit to include the irrigation matter in the newsletter so residents know who to contact regarding irrigation issues and Mr. Brougham to request that an e-blast be sent to remind residents to call the gate to report sprinkler issues. **ONGOING**
12. **07/26/17** Mr. Cole to complete his update of the overall budget; including the status of projects and expenditures, versus the estimate. **ONGOING**
13. **07/26/17** A proposal to be obtained from Collier Paving for necessary road repairs. **ONGOING**

ACTIVE ACTION ITEMS

Action Item status updates to be provided prior to or at the meeting.

DATE ADDED

- 14. 07/26/17 Per Mr. Brougham, Safety Presentation by Mr. Albeit and Ms. Puckett to be included on the next agenda. **ONGOING**
- 15. 07/26/17 Mr. Adams to re-classify the new security vehicle expense from “Operating supplies” to “Rentals and leases”. **ONGOING**
- 16. 07/26/17 Mr. Adams to find out and apprise the Board of how much the Developer would reimburse the District for legal costs related to the boundary amendments. **ONGOING**
- 17. 07/26/17 Mrs. Adams to obtain a more accurate estimate from the landscaper for the landscape renovation project. **ONGOING**
- 18. 08/30/17 Per Mr. Brougham, include discussion of a proposal process policy, possibly expanding the Manager’s spending threshold for routine maintenance or contracting for on-call services, on the next agenda. **ONGOING**
- 19. 08/30/17 Staff to ensure that security documents and Post Orders are up-to-date and that the guards understand them. **ONGOING**
- 20. 08/30/17 Security to report road spills to Mr. Cole and Mrs. Adams. **ONGOING**
- 21. 08/30/17 Mr. Adams to obtain details of why “Repairs and maintenance” expenses were at 616% **ONGOING**
- 22. 08/30/17 Mr. Adams to obtain details about the expenses for clickers and the number of clickers disbursed. **ONGOING**
- 23. 09/27/17 Per Mr. Brougham’s direction, for Mr. Pires and Mr. Adams, with direct input from Mr. DiNardo to provide a fully clarified and detailed report on The Foundation’s proposed restoration plan. **ONGOING**
- 24. 10/17/17 Per Mr. Brougham, Mr. Adams to make a note that CDD debris was being put in Montreux since he was not aware of that. **ONGOING**
- 25. 10/17/17 At the October 25, 2017 meeting, the Board would discuss whether to proceed with that using funds previously budgeted for repaving or if repaving should be tabled and the funds utilized for another purpose. **ONGOING**
- 26. 10/17/17 Mr. Binkowski, of Waldrop, would prepare a Design Concept to be presented at the November meeting, followed by preparation of the Restoration Plan, to be presented at a future date, and then the work would be bid out. **ONGOING**
- 27. 12/6/16 Per Mr. Brougham, Mrs. Adams to direct BrightView to apply Pine Straw around the front entrance monuments on 951 near the flower beds and not in locations where work was being done. **ONGOING**

28. 12/6/17 Per Mr. Brougham, legal bills should be submitted to Mrs. Lord. **ONGOING**

COMPLETED ACTION ITEMS

**DATE MOVED TO
COMPLETED**

1.