

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

The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Regular and Virtual Public Meeting on July 22, 2020 at 8:00 a.m., in-person at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114 and at <https://us02web.zoom.us/j/81795812746>, Meeting ID **817 9581 2746** and **1-929-205-6099**, Meeting ID **817 9581 2746**.

Present at the meeting, were:

Phil Brougham	Chair
Robert Slater	Vice Chair
Joseph Badessa	Assistant Secretary
Torben Christensen	Assistant Secretary
Joseph Schmitt	Assistant Secretary

Also present, were:

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Tammie Smith	Operations Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Joe Parisi	Developer’s Counsel
Shane Willis	Director of Safety, Health and Environment
Ron Albeit	Foundation General Manager
Jim Dougherty	SOLitude Lake Management
Christina Kennedy	SOLitude Lake Management
Alex DeMarco	Collier Paving
David Teets	Collier Paving
Kimberly McGowen	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 8:03 a.m. In consideration of the COVID-19 pandemic, this meeting was being held in-person, virtually, via Zoom, and telephonically, as permitted under the Florida Governor’s Executive Orders, which allow local governmental public meetings to occur by means of communications media technology, including virtually and telephonically. The meeting was advertised to be held virtually and telephonically and the meeting agenda was posted on the District’s website.

All Supervisors were present.

Ms. Kimberly McGowen, a resident of the Montreux neighborhood, asked for another set of hedges to be installed to block the view of traffic on Championship Parkway. Discussion ensued regarding CDD versus HOA responsibilities. Staff would research it and advise Ms. McGowen further.

THIRD ORDER OF BUSINESS

**Waterway Inspection Report - July, 2020:
SOLitude Lake Management**

Mr. Brougham asked that Lake #2, across from the Clubhouse, be treated and have any floating material removed by SOLitude. Discussion ensued regarding the ongoing removal of dead floating weeds following treatment.

FOURTH ORDER OF BUSINESS

Developer's Report

Mr. Parisi presented the Special Warranty Deed, which transfers ownership for roadway in Tract R, with reservations. Discussion ensued regarding ownership of land in and around Tract R, adjacent parcels, renovation of the Fiddler's Creek Parkway Gatehouse and related documents and access to Fiddler's Creek commercial areas.

Mr. Pires suggested amending the document to relocate, at the grantor's expense, any entry and access road utility lines from Tract R to the adjacent parcel of land to the north.

On MOTION by Mr. Slater and seconded by Mr. Schmitt, with all in favor, accepting conveyance of the Special Warranty Deed for Tract R roadway, as amended, was approved.

On MOTION by Mr. Brougham and seconded by Mr. Schmitt, with all in favor, authorizing Staff, as appropriate, to review and finalize documents and authorizing the Manager to execute, was approved.

Mr. Albeit stated it was hoped that the work would begin in August and be completed in November. A process for access control and traffic coordination would be presented.

Mr. Schmitt asked what would be done to address floating algae in Lake FC-2. Mr. Dougherty stated the areas were treated weekly and that rains would also help to reduce algae.

FIFTH ORDER OF BUSINESS

Engineer's Report: *Hole Montes, Inc.*

Mr. Cole reported the following:

- Only one proposal was received for the Phase 7 lake bank erosion repairs, although three proposals were requested. The bid was \$152,000 and the areas in question were identified on the map. Approval of \$160,000 was suggested to allow for additional repairs that may be necessary in the identified areas.

A Board Member stated some repairs were needed to Geotubes that deteriorated and were floating in the water. Discussion ensued regarding locations and warranty for the work, which was done by the same contractor.

On MOTION by Mr. Schmitt and seconded by Mr. Christensen, with all in favor, awarding the contract to Landshore Restoration, in the amount of \$152,065, and authorizing the project in a not-to-exceed amount of \$160,000, subject to the Contractor's correction of latent defects and/or warranty items from past work, was approved.

- ET Concrete, LLC (ETC) submitted a \$16,368 proposal for the safety-related sidewalk repair work, to be separated from the previously discussed project, which included valley gutter repairs. The bid was \$16,368 and approval of \$20,000 was suggested, to include additional tripping hazards recently reported. The balance of the original proposal, primarily valley gutter repairs, would be re-bid separately.

Mr. Pires suggested asking whether any members of the public wished to comment because this proposal was not on the agenda. Mr. Schmitt asked if the bid for emergency work included any driveway repairs. Mr. Cole stated, while some paver driveways and sidewalks included in the Right-of-Way (ROW) may or may not technically be the District's responsibility, debating responsibility would cost more than the \$1,500 repair.

On MOTION by Mr. Schmitt and seconded by Mr. Christensen, with all in favor, awarding the contract to ET Concrete, LLC, in the amount of \$16,368, and authorizing the project in a not-to-exceed amount of \$20,000, was approved.

- The roadway restriping project would be deferred.
- The Mahogany Bend force main extension plans were nearly complete and would likely be bid in the fall and completed in the winter. Construction across Championship Drive would likely require a 48-hour road closure, with traffic being redirected. Within several years, Championship Drive would be milled and repaved. A request would be made to schedule the work on Championship Drive during the summer to minimize disruption.
- The Collier Watershed Improvement Plan (CWIP) documents included extensive calculations and analysis, which seemed to show there would be negligible impact to Fiddler's Creek, with regard to flow levels. Additional information was requested regarding locations for water quality locations so that easements could be determined.

Mr. Pires stated the District requested a Public Hearing, and other parties may have also requested Public Hearings due to the nature of the project. Discussion ensued regarding water quality and potential adverse impacts on the District's permits.

SIXTH ORDER OF BUSINESS

Continued Discussion: 2019 Paving Project

THE FOLLOWING SECTION WAS TRANSCRIBED

VERBATIM, PER THE CHAIR'S REQUEST

Mr. Cole: We had discussions over the last couple of months regarding the discoloration of the paving from the project of milling and repaving Fiddler's Creek Parkway from 951 up to Championship Drive. Last week Mike Rottis, our inspector, and I met with Collier Paving and discussed the issue and talked about some possible solutions and Collier Paving is here to present those and I'll introduce Alex DeMarco from Collier Paving.

Mr. Brougham: Hello, thanks for coming.

Mr. DeMarco: Thank you for having me. I'm Alex DeMarco, as Terry introduced, and this is Dave Teets, our C.F.O. First I just want to apologize for the aesthetic and the overall look, as the main issue is the discoloration. We want you guys to be happy with our product and what was brought to you.

Mr. Brougham: Speak up a little bit if you could, or come forward.

Mr. DeMarco (referring to slides): Sure. I'm not gonna read exactly what the slides say but um, we know that the affected area is approximately 15,000 square yards or equal to 650 tons. Both mixes met specifications, and when I say "met," their mix design was proper and it

passed a sieve analysis. The problem with the coloration was they were two different types of aggregate. So the stone that's in the mix, the mix is made up of stone, screenings, sand and liquid asphalt. So in layman's terms, the stone that's in the mix, one stone had limestone in it and the other stone, the 650 tons, had granite in it. So that's what caused the two different colors permanently.

Mr. DeMarco: This goes on to tell you that it is a cosmetic issue like I said, it's an aesthetics thing, it's not structural. It's important to point out that the road in here doesn't have any damage to it structurally, it's not shoving, there's no lateral cracking, there's no edge raveling, and the pavement is good. It's sound pavement, just two different types of aggregate. We think it's very hard to match the color of the 15,000 square yards because even if we were to mill it up and replace it today it would be brand new asphalt and it would be, it would not fade like the existing pavement that's there so you would still have a color issue if we were to do that. That's why we're proposing today that we sealcoat the entire project. We think that's the best solution. You do have a community when I came in I noticed on Champion that's been sealcoated recently, I'm not sure who did that. But the good news is right now the age of the road, the work that we did in 2019; it's a perfect time to sealcoat in its life cycle. So it's actually recommended to sealcoat it right now and it's gonna extend the life of your asset by 300% so we think that's pretty good. There's statistics and we included it in a letter from last week that we sent out to Mr. Cole, I believe it was on the 16th, some specs on the type of sealcoat and what it does to the value and the life cycle of your road, extending its life. Then after sealcoating it, it'll all be black, it'll all be one color, it'll look nice and to add to that, we're offering to restripe it obviously, the whole project limits and not just in paint, in Thermoplastic Striping, which lasts much longer than paint. Thermo will last you seven years versus paint, you'll be coming back in 12 months to paint it again, and we really think that will make it pop.

Mr. DeMarco: Here's just some more information about sealcoating and how it protects the properties and the asphalt and makes it last longer and protects it from elements like water and solvents and other things that get into your pavement. A little more about the benefits, we also included in the next slide some pictures. Those are residential but we also included some of our previous projects. We just completed a project relatively close to Fiddler's Creek on Marco Island. We gave that address to Terry. And this is another roadway that we did about 18 months ago in Crystal Lakes R.V. Resort. This is on Collier Boulevard near

Immokalee Road on the north end of 951 which we think is holding up pretty nicely for 18 months later. That's a picture of the one we just completed a month ago on Marco Island.

Mr. DeMarco: This is a little more about the value that we're trying to bring back to the community today. Ajax, who was our material supplier, has recognized the mistake of the two different aggregates, the granite and the limestone, causing the discoloration, so they've been willing to offer a credit of \$28 per ton. That calculates out to \$18,000, a little over, and that would just be a check to the CCD as a credit to the cosmetic issue to apply wherever you want, spending-wise. The sealcoating is roughly worth that much for the 52,000 square yards, the entire original contract amount, and that's what the Thermo would be worth, 39. And also, without putting a monetary value on it, we want to extend the warranty. The standard warranty on asphalt is about a year, and we would go from the end of that year and add three years' Extended Warranty on all work, all materials. So we're willing to add to the warranty of the work that we originally did and that's the total value, 73. Any questions? I know I talked a lot.

Mr. Brougham: Yeah, there's gonna be a lot of questions. You can stand or sit.

Mr. DeMarco: Okay.

Board Member: You stated the Thermoplastic Striping; it also includes removal and replacement, or placing back all the Raised Pavement Markers as well?

Mr. DeMarco: Yes. All RPMs will be replaced as well. That would be in the \$39,000 figure.

Mr. Brougham: Torben, did you have a question?

Mr. Christensen: No.

Mr. Brougham: Bob?

Mr. Slater: Yes and no. I have a question and I'm unhappy. And I guess I'm unhappy because one, because of lack of quality control by somebody's part, used the wrong aggregate, we understand we're gonna get a credit of \$18,000 but I have a problem with paying any more money to do the sealcoating and the thermostriping.

[UNINTELLIGIBLE, MANY PEOPLE SPEAKING AT ONCE]

Mr. De Marco: No, this is at no cost.

Mr. Slater: No cost at all? I didn't read it that way.

Mr. De Marco: I apologize, it's at no cost.

Mr. Slater: Okay.

Mr. De Marco: And I'd like to add one more thing if I could. Like Terry said, we did provide a proposal on the concrete work and the emergency work, not the emergency work, the smaller estimate. But we value the business as a customer, that's why we are willing to do this, and we want the opportunity to do more work for Fiddler's Creek and receive more solicitations. That's it.

Mr. Brougham: Go ahead. I have some issues.

Mr. Slater: Since you're going to be mobilized here Terry, would we try and piggyback on the pavement markers or at least the line striping of Champion? It may not be thermoplastic, but it would avoid a demo cost, if this contract we would have them here...

Mr. Brougham: But Championship is not even...

Mr. Slater: No we would look at awarding Championship as well to have the pavement done, or the striping done, does that make sense?

Mr. Cole: The restriping project is many roads in CDD 1.

Mr. Slater: So I'm just saying we would try and piggyback and avoid the demo again, they're already here so we would do the striping at this time, not at this cost of course, it would be at the bid we discussed...

Mr. Brougham: Let's not get ahead of ourselves please. I have several concerns. First of all, what we read, what our attorneys read is that sealcoating of thoroughfares where the speed limit average is above 30 or 35 miles an hour...

Mr. Pires: 25. I can read the exact...

Mr. Brougham: Yeah, read the exact quote...

Mr. Pires: This is under the documents that were provided as to the sealcoating. It says, number 10, "Warnings and Miscellaneous Notes," in red. "Caution must be exercised particularly when skid resistance is a major safety factor. _____ does not recommend sealcoating asphalt pavement with the following characteristics, main thoroughfares, runways, inclines, poor drainage. And vehicles traveling in excess of 25 miles per hour that are subject to rapid stops or hydroplaning. _____ recommends applying asphalt emulsions to asphalt pavement surfaces only." My concern is Fiddler's Creek Parkway is a main thoroughfare and the qualifier for the 25 is not in there. So I guess it's an engineering opinion question for Terry. Does Terry, recognizing that situation, recognizing this warning, recognizing this caution, recognizing this recommendation, recommend utilizing the sealcoating on Fiddler's Creek

Parkway, because again, the District is responsible for maintaining and operating its facilities in a safe manner? If we are aware of an issue we need to fix it or warn people...

Mr. Brougham: Terry?

Mr. Cole: I have a few comments that I'll include in relation to sealcoating...

Mr. Brougham: Let me make a couple... I don't mean to interrupt, but let me do my file up here and then we can have a fuller discussion, I think. Obviously that is one of my concerns and I read the same warning in there. In the 20 years that I've been involved with HOAs and so forth and so on and sealcoating Village roadways versus milling and repaving, I have always been told that you do not sealcoat major thoroughfares. Because at one point we even inquired as to repave versus sealcoat on Fiddler's Creek Parkway and so forth. You don't sealcoat 951, you don't sealcoat US-41 etc. etc., and you mill it and repave it. I know what sealcoat looks like. I've done my own Village roadway and Bent Creek has done it, we know what it looks like. I'm concerned that we're going into, if we agree to sealcoat, that we're in violation of, or running the risk of doing something to our property that could end up being unsafe if there was a skid and a crash and a lawsuit, I think there's potential liability there. But, let's get beyond that for a minute. I'm the guy that raised the point. Nobody else seemed to ever see it until I saw it one day and said what the hell is that, and that sort of led us to where we are. From my point of view, the whole issue started from the point of view of aesthetics and I am not going to go through my whole sermonette but Fiddler's Creek prides itself on its look and its beauty and its maintenance, and to have a half-assed, half-striped Parkway was disturbing. Now we find out how that happened. I mean I understand a mistake was made intentionally or whatever, and the roadway is structurally solid, but it looks crappy. If we agree to sealcoat this roadway, from 951 up to Championship is going to look brilliant, it's gonna be black, it might have some skid risks in it but it's gonna look black as heck. And then we go in next year and we pave Club Center Drive. We mill it and we repave it. Guess what? We've got an aesthetic issue. We've got a black roadway and then we've got gray Club Center Drive, or gray Championship Drive. So we still have, in my mind, a look and feel issue. The other problem I have, and then I'm gonna defer to Terry and anybody else, the other problem I have is, if we get in the sealcoating business, we're in it. We're in it from now on. And I don't feel comfortable for this District being responsible for an infinity expense every three to five years to correct a problem that you folks caused. I don't care whether sealcoating costs us \$10,000 or \$20,000 every three years, it wasn't our problem, that pavement should have lasted with NO

maintenance except striping, for 20 years. But we're having, if we go sealcoat, we're having to go in every three to five years to maintain that look. That's unacceptable to me. It's just totally unacceptable to me. Terry?

Mr. Cole: I'll just echo what you said. While there are benefits to sealing, it could prolong the life of the pavement, for example, I'd have to go back and check this for certain but I believe the age of Fiddler's Creek Parkway that we repaved was about 22 years plus or minus. Let's just say 20 to 25 years is gonna be the age of the roadways before we remill and repave them. Probably closer to 20. And as we talked about a few years ago as Chuck recommended, we looked at a long term plan on when we would budget these roadways to be done. And I can't remember what the amount was, it was four or \$500,000 a year...

Mr. Brougham: Correct.

Mr. Cole: ...put in the budget. And of course because of Irma we deferred some things and we deferred Championship because while it may be needed it, I'm sorry, Club Center Boulevard. While it needed it really this year, we said we can get by for another year, so we did. So it could be that, let's just say the ceiling extends the life by five or ten years. I don't know the answer to that. We could do a cost-benefit analysis over the long term situation but that would have to include, okay, you're deferring and getting ten years, let's say, out of the roadway, but you're also having to come back say, every, at a minimum every five years and reseal it and restripe it. Now you're gonna have to restripe it anyway so that may be a wash. It could be that over the long term the cost-benefit may be similar but we could look at that. But like Phil said, you're married to the look once you commit to do it. Now I know some of these tracts, some of the Villages have done resealing, in your case, you did some resealing and then Collier Paving did mill and repave.

Mr. Brougham: And they did a great job.

Mr. Cole: Yeah, they did mill and repave Pepper Tree. How many times did Pepper Tree reseal?

Mr. Brougham: Three.

Mr. Cole: And that's probably over a 15 year time frame I'm gonna guess.

Mr. Brougham: Twenty.

Mr. Cole: Twenty. So over a 20 year timeframe resealed three times and now we've milled and repaved. So there's that concern and then from the safety aspect the literature did mention that you could add a sand mixture to help alleviate the skidding problem. And of

course the documents do say, "don't use it on a main thoroughfare." So Fiddler's Creek Parkway is a main thoroughfare whereas, for instance, Mulberry Lane isn't necessarily a main thoroughfare. But nevertheless, so I agree with your perception and analysis and comments on the ceiling. I recommend that it not be done. And I'll just comment on the other things. I agree that the District should accept the credit of \$18,000. I agree that the Thermoplastic Striping be done, but only for the center line. In some of their documents they mentioned adding edge lines; we don't have edge lines on anything in here so we don't need those. When they put striping down, stop bars and crosswalks were put in Thermoplastic, and all other striping was paint, which was primarily the center line. And we did comment hey, this looks light. And so they're offering that. And then I also agree with the Extended Warranty of three years.

Mr. Brougham: Joe?

Mr. Schmitt: I would concur with Terry and your assessment, I don't believe that going out and putting a sealcoat is the answer. It's like painting curbs, once you start painting curbs; you're painting curbs, unless you sandblast them to get rid of the paint. It's the same thing. And then we're wedded to every three years. I would recommend that we put the Thermoplastic center line down, that may, and I guess, detract or help alleviate some of the contrast between the two lanes. Because then you'll see, because right now the paint's already faded on our striping and it's what, a year. I noted the other day as I was driving there that we were definitely gonna have to restripe, so if we thermoplastic, it might help I guess deter the visual effects. But I do not wanna go in and start putting sealcoat on that main thoroughfare.

Mr. Brougham: Thanks, Joe. Bob?

Mr. Slater: It almost looks like what we're saying is, we're stuck.

Board Member: We are.

Mr. Slater: We're plain stuck, unless we mill. And if you're gonna mill, you're gonna have to mill both sides because otherwise it's no good. It's kinda like a new job all over again. I really don't know the reasoning.

Mr. Brougham: Joe?

Mr. Badessa: To answer that... Other than a do-over, what options do we have? I mean, is it economically feasible to do a do-over? I mean, that's the only solution I see in terms of making it aesthetically perfect. The other thing is if, technically here from a financial standpoint, if we're being credited in essence between work and cash, \$73,000, if you don't

want to do the coating, my feeling is take the 16 plus the 18 and give us a check. I mean, it's... what are you gonna do?

Mr. Brougham: Torben?

Mr. Christensen: It's a problem without a perfect solution, I mean, that's where we are. But I also would like to just maybe address what you said. If we sealcoat it then we have to sealcoat the whole place, and we've got to talk with CDD2 because it's all of Fiddler's Creek, whatever roadwork they do would have to be sealcoated as well. But it's gotta be different whatever way we do it, because when we do the next phase we're not gonna insist on having two different aggregates, so I mean...

Mr. Brougham: Club Center will look like... pick your lane, one of the two lanes...

Mr. Christensen: So I mean, and frankly, if it's taken us a year to find out that we quote, have a problem, I really question how big the problem is.

Mr. Pires: A couple things. My understanding is the project was finished in May of 2019.

Mr. Brougham: Correct.

Mr. Pires: The correspondence says it's been down for 18 months so I think that needs to be corrected for the record; it's not been in place for 18 months as indicated in the letter.

Mr. Brougham: No, I saw that.

Mr. Pires: Secondly, I heard from Terry as I mentioned before, from a liability perspective sealcoating is not the way to go. Now, they proposed to provide a sealcoating for \$16,000. I think the Board, there's an \$18,000 credit they want to provide. One other aspect is, my concern is the way the letter portrays the issue is almost as if it's the District's fault. The contract specs called for any change in the aggregate mix that result in coloration to be approved by the Engineer. It was never presented to the Engineer, never approved by the Engineer. That's important. That's in the correspondence that we provided to the Contractor. I want to make sure that's all on the record.

Mr. Brougham: Alright. You know, I sincerely appreciate you guys coming out and I hope that we can find a way that we can preserve working relationships but I think you have obviously heard the sentiment of this Board. Sealcoating is a non-starter for all the reasons that have been cited. You folks have admitted, or your supplier has admitted, somebody, both of you has admitted that you failed to meet the terms of the contract. And it was a mistake, and you didn't do it willfully and intentionally, but you made a mistake, and I think you need to

correct the mistake and to correct the mistake is not to sealcoat it. That's cosmetic, it's putting the onus on us for future maintenance and it's a non-starter. Are you willing to mill it and repave it?

Mr. DeMarco: Yes.

Mr. Brougham: Okay. Then get with Terry and we'll schedule that work to be done and perhaps we can combine that with Club Center and we'll do the whole work at the same time.

Mr. Pires: I would suggest that we memorialize it in writing also.

Mr. Brougham: For sure. I heard, for the record, would you please say it out loud?

Mr. Teets: My name is David Teets, I'm the C.F.O. for the company, and the ultimate goal for us is we want you satisfied with the finished project. So if this avenue is not working, we're gonna go back and mill and pave and do it that way...

Mr. Brougham: Alright, we would appreciate an email and a letter from you to that effect to Mr. Pires and to Mr. Cole.

Mr. DeMarco: If I could just add, our letter that you were referencing does say by all means necessary we intend to fix the issue. At no time did we want to put it on you all. And the last thing I want to add is the plans call for S3, and I know your spec on your contract reads that 330 FDOT Spec but Marshall Mix is not a DOT Spec. The 330 Spec covers Super Pave so there's some discrepancy and we don't wanna go down any litigious road here. We want you guys to be happy so like Dave said, we will do what's right.

Mr. Pires: What I would like to say, recognizing that this is a resolution and I think that's great, if there are any inconsistencies in the specs, that should have been pointed out during the pre-bid.

Mr. Brougham: We will write a new contract to your satisfaction, and Terry's satisfaction, and Mr. Pires' satisfaction, and my satisfaction, okay? And the sooner that contract can be cut the better off we're gonna be. And just as a suggestion, we might very well take the opportunity to do Club Center at the same time.

Mr. Pires: Mr. Chairman, what I would suggest...

Mr. Brougham: But we might have to bid Club Center.

Mr. Pires: ...at the Board's pleasure that the Board authorize the Chair, Manager, Engineer and Counsel to review the communications from the Contractor, and the Chair accept it on behalf of the Board as satisfactory, as well as authority to execute a new agreement.

Mr. Brougham: Joe?

Mr. Schmitt: If we repave, can we get a cost on thermoplastic striping versus just the painting?

Mr. Brougham: Include the thermoplastic in your offer.

Mr. Schmitt: If that's, there probably would be an additional charge for that but I think that we ought to do that.

Mr. Brougham: Would you make a motion... Tony, phrase the motion please.

Mr. Pires: That the Board Chair, in consultation with the Manager, Engineer and Counsel, be authorized to review and if appropriate, accept the written proposal by the Contractor to mill and repave, and to execute an appropriate agreement approved by the Manager, Engineer and Counsel for the milling and repaving of Fiddler's Creek Parkway as the subject matter of this motion.

Mr. Brougham: So moved.

Mr. Schmitt: To include thermoplastic striping. That's my motion.

Mr. Christensen: Seconded.

Mr. Brougham: Seconded by Torben. All in favor say aye.

Mr. Cole: If I could make a comment. Presently as you come eastbound from 951 to Championship, the discoloration is on the inside lane from 951 ending about where Peppertree is.

Mr. Brougham: Correct.

Mr. Cole: So the majority of the eastbound lanes, well, all of the eastbound lanes from that point all the way Championship, are the same color.

Mr. Brougham: Terry, I know where you're going, I appreciate your input, but no. We've got a commitment to mill and repave the entire job. I don't wanna roll the dice that we'll still end up with a difference.

Mr. Cole: I just wanted to clarify that.

Mr. Brougham: I understand, I looked at it, but we've got a motion and a second and we're taking a vote. All in favor say aye.

On MOTION by Mr. Schmitt and seconded by Mr. Christensen, with all in favor, authorizing the Chair, in consultation with the District Manager, District Engineer and District Counsel, to review and, if appropriate, accept the written proposal from the Contractor to mill and repave and to execute an appropriate agreement approved by the District Manager, District Engineer and District Counsel for the milling and repaving of Fiddler's Creek Parkway, was approved.

SUMMARY TRANSCRIPTION RESUMED

Mr. Slater asked whether the intent was to piggyback to include Club Center Way. Discussion ensued regarding costs for that project, the bid process and giving Collier Paving the opportunity to bid that project, in conjunction with the other work. Mr. Brougham stated that Collier Paving had been very fair in its offer and the matter of the next bid would be addressed at the next meeting.

SEVENTH ORDER OF BUSINESS

Continued Discussion: Fiscal Year 2021 Proposed Budget

Mr. Adams stated, since the last rendition of the budget, \$40,000 was removed from "Other contractual landscaping" and "Landscaping-Other contractual – flowers" was increased by \$10,000. The "Fountains" line item would need to be increased by \$10,000. Mr. Brougham asked that the lights be checked on the north lake fountain. Mr. Adams stated further adjustments would be needed based on recently approved items.

EIGHTH ORDER OF BUSINESS

Continued Discussion/Update: Hurricane Irma Recovery

Mr. Adams stated there was nothing new regarding the Federal Emergency Management Agency (FEMA) claim. A Board Member asked whether the FEMA claim was in the system. Mrs. Adams stated she would circulate the FEMA letter to the Board.

NINTH ORDER OF BUSINESS

Continued Discussion: Memorandum Regarding Structural Repair(s)/ Maintenance of Sidewalks/Driveways in District Rights-of-Way or Easements

Mr. Pires presented the draft of a proposed rule and the Notice of Rule Development and requested comments and suggestions for the proposed rule and to advertise as appropriate.

On MOTION by Mr. Schmitt and seconded by Mr. Christensen, with all in favor, authorizing Staff to advertise, as appropriate, was approved.

TENTH ORDER OF BUSINESS

Discussion/Consideration: Revamp of Pyramids on Fiddler's Creek Parkway

Mr. Brougham stated Mrs. Adams was asked to obtain a bid for the cracking and cosmetic repairs on the pyramids and for replanting with Confederate Jasmine Vine. Mrs. Adams would look into replacement of the round finials.

On MOTION by Mr. Schmitt and seconded by Mr. Badessa, with all in favor, authorizing the repair and replacement in a not-to-exceed amount of \$5,800, was approved.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2020-08, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021 and Providing for an Effective Date

Mr. Brougham presented Resolution 2020-08. Mr. Adams noted that the November meeting was scheduled on Veteran's Day.

TWELFTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2020

Mr. Brougham presented the Unaudited Financial Statements as of June 30, 2020 and the Financial Highlights Report distributed by Mrs. Adams.

THIRTEENTH ORDER OF BUSINESS

Approval of June 24, 2020 Virtual Public Meeting Minutes

This item was deferred.

This item was deferred.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *Woodward, Pires and Lombardo, P.A.*

Mr. Pires reported the following:

- He already addressed the letter to the Army Corps and the force main issue.
- Clarification regarding the ability to hold virtual or remote meetings was expected soon.
- The County Commission adopted an emergency order that requires the wearing of face coverings at meetings such as these.
- The District is no longer required to post its budget on the CDD website.
- In the past, the agenda, plus all materials, was required to be available seven days in advance of the meeting date; it is the Board's discretion as to whether to include additional items. Mr. Adams stated he would continue to post the full agenda, unless directed otherwise.

B. District Manager: *Wrathell, Hunt and Associates, LLC*

- **NEXT MEETING DATE: August 26, 2020 at 8:00 A.M.**

- **QUORUM CHECK**

The next meeting was scheduled for August 26, 2020.

C. Operations Manager: *Wrathell, Hunt and Associates, LLC*

Mrs. Adams provided the Operations Report for informational purposes.

D. Director of Safety, Health and Environment: *Shane Willis*

Mr. Willis presented the Report and reported the following:

- Irrigation and gates were operating as usual.
- Toad collection was ongoing.

SIXTEENTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Schmitt asked for an update on the light pole on Mulberry. Mrs. Adams stated it was ordered but was delayed due to COVID-19. Regarding the damage to the sod, there was insufficient information to pursue a vendor for the expenses.

SEVENTEENTH ORDER OF BUSINESS

Public Comments

There were no public comments.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned at 9:53 a.m.


Secretary/Assistant Secretary


Chair/Vice Chair