

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

A Regular Meeting of the Board of Supervisors of the Fiddler's Creek Community Development District #1 was held on **Wednesday, December 17, 2014, at 8:00 a.m.**, at the **Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.**

Present at the meeting were:

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

Also present were:

Chuck Adams	District Manager
Cleo Crismond	Assistant Regional Manager
Terry Cole	District Engineer
Tony Pires (<i>via telephone</i>)	District Counsel
Matthew Flores	Woodward, Pires & Lombardo, P.A.
Carrie Robinson (<i>via telephone</i>)	Tobin & Reyes, P.A., Litigation Counsel
Ron Albeit	The Foundation
Wes Cleaves	Girard Environmental Services
Ronnie Simpson	Girard Environmental Services
Kevin Cook	TruGreen Landcare
Tre Hilzmyer	TruGreen Landcare
Rick Herndon	TruGreen Landcare
Residents	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 8:00 a.m., and noted, for the record, that Supervisors Brougham, Bergmoser, Slater and Peterson were present, in person. Supervisor Turner was attending via telephone.

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

SECOND ORDER OF BUSINESS

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

This item was presented after the Sixth Order of Business.

THIRD ORDER OF BUSINESS

Special Counsel Update: Litigation Proceedings

This item was addressed following the Eleventh Order of Business.

FOURTH ORDER OF BUSINESS

Developer's Report/Update

There being no report, the next item followed.

FIFTH ORDER OF BUSINESS

Engineer's Report

Mr. Cole presented an exhibit of the irrigation distribution system that was discussed at a previous meeting. He indicated that the exhibit separates the irrigation systems for CDD #1 and CDD #2 by color; Pump Houses #2 and #4 serve CDD #1.

Mr. Brougham recalled that, at the last meeting, the Board deferred consideration of an amendment to the current Interlocal Agreement pending receipt of this exhibit, delineating the distribution lines for each CDD.

In response to a question, Mr. Cole explained that irrigation water comes from the lakes; the lakes are interconnected.

SIXTH ORDER OF BUSINESS

Update: SR 951 Traffic Signal Installation

Mr. Cole advised that a conference call with the Department of Transportation (DOT) was recently held; the DOT's minor comments were addressed and submitted for final review.

Mr. Peterson recalled that the issue was related to the signal's timing. Mr. Cole confirmed that was the issue; however, once installed, Collier County will be the party operating the signal.

Mr. Cole anticipated receipt of the permit next month and that the signal installation would be completed during the summer.

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

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

Mr. Brougham asked for public comments on non-agenda items.

There being no public comments, the next item followed.

SEVENTH ORDER OF BUSINESS

Continued Discussion: Installation of Traffic Calming Devices at Cherry Oaks Trail

This item was not discussed. Per Mr. Brougham, this item was an invalid carryover from the previous agenda.

EIGHTH ORDER OF BUSINESS

Continued Discussion/Consideration: Draft First Amendment to Interlocal Agreement [Irrigation Distribution Lines] with District #2

Mr. Pires indicated that Mr. Flores will distribute a redline version containing changes requested by CDD #2, at its last meeting; a “clean” revised version for execution was also provided.

On MOTION by Mr. Peterson and seconded by Mr. Bergmoser, with all in favor, the First Amendment to Interlocal Agreement [Irrigation Distribution Lines] with District #2, was approved.

Mr. Brougham explained to the audience that the Interlocal Agreement relates to the CDD’s sharing certain costs, on a prorata basis, including irrigation. Several months ago, there was a break in an irrigation line in CDD #1, which cost approximately \$20,000 to repair. He advised that, as a result, CDD #2 suggested that each CDD should be responsible for the repair of its own irrigation distribution lines; the amendment provides for this arrangement.

NINTH ORDER OF BUSINESS

Discussion: Machine for Maintenance of Sidewalks (CC)

Mr. Brougham indicated that a demonstration of the sidewalk maintenance machine will be held following the meeting.

Mr. Brougham recalled that, at the last meeting, Mr. DiNardo referenced the potential for The Foundation and the CDDs agreeing to the purchase of the machine, with The Foundation assuming responsibility for the operation of the machine by one of its employees. He questioned how the purchase could be cost-shared and who would have property rights to the machine.

Mr. Albeit felt that the CDDs and The Foundations should look at the machine and, if pleased with it, The Foundation could consider purchasing and operating it, with the CDDs paying The Foundation for the service.

Mr. Brougham noted that, currently, the CDDs are responsible for maintaining the sidewalks and roadways and asked if transferring the responsibility to The Foundation could be accomplished through a contractual agreement between the CDDs and The Foundation. Mr. Pires agreed that a contractual agreement would be appropriate; the CDDs could enter into a license agreement to allow The Foundation to perform that service on the Districts' property. Mr. Pires advised that the CDDs could also use a maintenance agreement with a nominal compensation amount; he concurred that any arrangement should be in written form. Mr. Brougham concurred and noted that he wanted to avoid annual debates regarding whether the CDDs would continue using The Foundation for sidewalk maintenance services. Mr. Brougham expressed his opinion that, if The Foundation has an employee operate the machine, The Foundation should be compensated for the cost of the employee.

Mr. Slater questioned if the service would be extended to individual villages. Mr. Albeit stated that The Foundation would not know how far the service could extend, until the capacity of the machine was understood. Mr. Brougham pointed out that there must be a method to bill individual villages. Mr. Bergmoser felt that this matter must be further discussed.

Mr. Brougham noted that, combined, the CDDs spend approximately \$100,000 per year for sidewalk cleaning; therefore, purchasing the machine could provide cost savings, depending upon the cost charged by The Foundation.

In response to a question Mr. Adams confirmed that the machine can clean gutters and curbs, in addition to sidewalks.

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2015-2,
Relating to the Amendment of the Annual
Budget for the Fiscal Year Beginning
October 1, 2013 and Ending September
30, 2014**

Mr. Adams presented Resolution 2015-2 for the Board's consideration. He explained that this item is necessary to avoid receiving a note in the annual audit. Through the amendment, the Board would be approving use of fund balance to adjust the cumulative total appropriations to be in line with the actual expenditures and year-end figures. Mr. Adams stated that the overages, during Fiscal Year 2014, were primarily related to "Legal - litigation", "Engineering" and "Engineering - FC parkway traffic signal", which were largely unbudgeted expenses. He noted that the Board did not budget for legal expenses but incurred \$122,147 in "Legal - litigation" expenses during the 2014 Fiscal Year. Additionally, "Engineering" was over budget due to the road and lake turnovers, which were not anticipated. The "Engineering - FC parkway traffic signal" expenses were unbudgeted.

Mr. Adams indicated that "Legal advertising" was over budget due to additional advertisements related to the bond exchange process and were unanticipated. "Trustee" expenses were over budget due to duplicate expenses because of transferring to a new trustee. "Contractual services" were over budget because several streetlights were replaced and "Capital outlay - traffic signal" was an unbudgeted expense.

On Page 2, Mr. Adams pointed out savings under "Landscaping".

Mr. Adams summarized that approximately \$130,000 of the fund balance will be rolled up to offset the Fiscal Year 2014 expenditures. He reiterated that the amendment will help the District avoid an unnecessary note in the annual audit.

Mr. Bergmoser asked if the "Landscaping" savings was related to the District withholding payment. Mr. Adams replied no; the withheld payments were booked as accounts payable.

Mr. Turner pointed out large overages in the "Roadway maintenance" and "Supply system" line items, on Page 2. Mr. Adams indicated that "Roadway maintenance" was over budget because the Board approved a full sidewalk, curb and gutter cleaning program, along with various sidewalk repairs and sign replacements. He stated that "Supply system" was over budget due to pump controller replacements, wet well issues and vandalism at one pump house.

In response to a question, Mr. Adams confirmed that, overall, the District's expenses exceeded budget by approximately \$130,000 and "Unassigned" fund balance will be used to offset the overage.

Mr. Peterson asked if the traffic light would be funded from the fund balance. Mr. Adams replied affirmatively; the District hoped to recover approximately \$650,000 of construction funds that were misused by the former trustee.

On MOTION by Mr. Bergmoser and seconded by Mr. Peterson, with all in favor, Resolution 2015-2, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014, was adopted.

ELEVENTH ORDER OF BUSINESS

**Consideration of Award of Contract –
Landscape Maintenance**

Ms. Crismond stated that the contract went out to bid; it was advertised and eight companies were invited to attend the pre-bid meeting. She advised that three companies attended the pre-bid meeting; two firms, TruGreen Landcare (TruGreen) and Girard Environmental (Girard) submitted bids.

Ms. Crismond indicated that TruGreen's bid reflected an increase of approximately 11% over their current contract and Girard's bid was \$15,000 over the amount currently budgeted for Fiscal Year 2015. She noted that both bidders hold large contracts throughout Florida. Ms. Crismond pointed out that Girard failed to submit a bid bond or cashier's check because it was not received in time, as it was lost by FedEx; the next day, Girard provided an official check.

Mr. Pires advised that the Board could waive the requirement, as an irregularity, and accept Girard's bid.

On MOTION by Mr. Brougham and seconded by Mr. Slater, with all in favor, waiving Girard Environmental's failure to submit a bid bond or cashier's with the bid, due to irregularity, was approved.

In response to Mr. Pires' question, Ms. Crismond confirmed that the request for bids was advertised, in addition to the District inviting various companies to bid.

Mr. Bergmoser pointed out that, in the past, Management reviewed the bids and provided a recommendation; however, in this instance, no recommendation was provided.

Mr. Brougham recalled that, several years ago, the Board requested that Management refrain from including a recommendation.

Mr. Bergmoser noted numerous issues with TruGreen, over the past year, and asked Ms. Crismond if she wishes to "go through that again" and if she would welcome a change in contractors. Mr. Slater felt that Mr. Bergmoser's question was inappropriate. Ms. Crismond stated that there is no way to eliminate whitefly. Mr. Peterson questioned how many times payment was withheld from TruGreen. Ms. Crismond indicated that payment was withheld numerous times due to various reasons.

Mr. Slater asked TruGreen why their bid increased 11%, as he believed it to be an extremely high increase.

Mr. Tre Hilzymer introduced himself, Mr. Kevin Cook and Mr. Rick Herndon, all of TruGreen. Regarding the bid of 11% over TruGreen's current contract, Mr. Hilzymer advised that labor costs increased by approximately 15%, over the past two years; additionally, chemical costs increased. Mr. Cook noted that, over several years, it was necessary for TruGreen to put a program in place to mitigate the whitefly issues, which came at a high cost but those costs were absorbed by TruGreen. In response to a question, Mr. Cook confirmed that TruGreen's bid anticipates continuing efforts and costs to control whitefly, as well as increased labor costs.

A question was raised regarding whether TruGreen made changes, within the company, to address the difficulties that the District experienced in the past. Mr. Cook replied affirmatively. Mr. Hilzymer discussed recent actions to address and control the whitefly issues; additionally, he is working to improve TruGreen's response time, communication with the District and be more proactive. Mr. Hilzymer discussed staff additions and changes made to improve performance, meet deadlines, reaction to the District's needs, etc.

Mr. Slater asked a Girard representative what percentage of their bid was related to treating whitefly.

Mr. Wes Cleaves, of Girard, stated that he must verify the actual figure; Girard utilizes a rotating chemical process to treat whitefly. He agreed that, currently, it is not possible to eliminate whitefly; although, great strides are being made. Mr. Cleaves confirmed that whitefly treatment was included in the bid.

Mr. Slater felt that the District typically experiences a large infestation and wanted assurance that Girard would not increase the costs, in order to treat whitefly. Mr. Brougham

pointed out that the company would be held to the terms of the contract. Mr. Cleaves confirmed that the cost would not increase.

Mr. Cleaves detailed his previous experience, familiarity and understanding of the landscaping in the District, since its inception, while working for different landscape contractors.

Mr. Brougham noted that TruGreen recently experienced staff shortages, which contributed to the issues, as evidenced by TruGreen's delays in addressing problems. He asked if TruGreen is currently fully staffed and if they will remain fully staffed.

Mr. Hilzymer stated that he cannot answer from January to mid-July; however, once Mr. Herndon was hired, he hired personnel and was fully staffed within four weeks. He indicated that TruGreen is enrolled in a governmental program in which seasonal immigrant workers come from Mexico.

Mr. Brougham voiced his belief that Girard is new to the Southwest Florida area and asked Mr. Cleaves to discuss his experience in staffing, in this area, and to describe his plan to staff the area; he questioned if Mr. Cleaves had staff waiting to work.

Mr. Cleaves indicated that Girard has been fortunate with its staffing; however, labor currently costs approximately \$1 more, per hour, than it did 12 months ago. He stated that Girard also participates in the immigrant worker program. Mr. Cleaves advised that Girard recently assumed some large projects in Southwest Florida and is gaining presence. He noted that Girard grew and transitioned in the 2000's from a construction company to maintenance work with national customers, such as Target and Lowes.

Mr. Peterson wondered why only two companies submitted bids.

Ms. Crismond stated that the request was advertised and she invited eight companies to bid and three attended the pre-bid meeting. One company that attended the pre-bid meeting advised Ms. Crismond that it would not be able to handle a property of this size.

Mr. Peterson questioned if the community is large, compared to others. Ms. Crismond indicated that the Fiddler's Creek community is "huge"; the Districts have extremely detailed landscape specifications and hold the contractor responsible for "everything", which might "scare off" some from bidding. Mr. Brougham speculated that it could be related to the scarcity of laborers; some companies might not be sufficiently staffed to take on this job. Mr. Adams noted that a job of this size is a big financial commitment and risk for a company, if the company is not already geared up and staffed; additionally, many new communities are emerging.

Mr. Slater recalled a comment from Mr. Cleaves regarding the construction aspect of Girard and asked if Girard's manpower is geared toward construction or if construction and landscape maintenance are separated. Mr. Cleaves indicated that construction services were a vital part of Girard's business but it was removed from focus when construction diminished; however, construction is coming back. Mr. Cleaves confirmed that the maintenance and construction divisions remain separate, within Girard.

A Board Member asked if CDD #2 is currently under contract with TruGreen. Mr. Brougham replied affirmatively. It was noted that CDD #2 might select a different company and a question was raised regarding whether the bids were predicated on both CDDs selecting the same company. Mr. Cook indicated that the bid contained standalone pricing; the CDDs would be treated as separate entities and have separate crews. Mr. Brougham pointed out that CDD #2 has one more year on its contract with TruGreen.

*****Ms. Robinson joined the meeting.*****

Mr. Brougham explained the requirements and considerations that the Board must employ when awarding the contract. He read:

".....the District, as appropriate, shall be accepted. "Lowest, most responsive, responsible and best bid or proposal" means, in the sole discretion of the Board, the lowest cost bid or proposal that is: (A) submitted by a competent, responsible person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure full performance and timely completion; and (B) most responsive to the invitation to bid or request for proposals, as determined by the Board."

Mr. Brougham indicated that, over the past ten years, the District was serviced by TruGreen and OneSource Landscape & Golf Services (OneSource) and encountered issues with both companies, especially with OneSource, which left the community in a condition that cost \$20,000 to \$30,000 to repair. He explained that whitefly is a persistent, invasive and pervasive issue in Southwest Florida; however, he discounted the whitefly issues and TruGreen's attention to the issue. Mr. Brougham voiced his opinion that TruGreen was late to address the issue with a continuous treatment program, rather, they tried to spot treat, and, as a result, TruGreen incurred significant additional costs and was required to replace a significant amount of landscaping; he hoped that TruGreen learned a lesson. He noted concern with TruGreen's performance during the first year-and-one half of the current contract and the lack of manpower. Mr. Brougham felt

that TruGreen tried to skimp on the contract and get away with delaying commencement and completion of work, such as hard-cutting, which points back to TruGreen's lack of manpower and inability to recognize that they must increase staff. He pointed out that TruGreen can say what they want but, in his opinion, TruGreen cannot guarantee that they can maintain the same staffing level. Mr. Brougham expressed his opinion that neither company would be able to perform 100% and perfectly, as landscaping is "a continuous chase"; without proper supervision, there would always be issues.

Mr. Slater motioned to award the contract to Girard.

Mr. Pires indicated that the motion should include a finding that Girard was the lowest, most responsive, responsible and best bidder to service the District.

Mr. Slater felt that the decision was not clear, as Girard's bid was \$815,763.74 and TruGreen's was \$776,566. From a cost perspective, TruGreen was lower; however, the District had continual issues with TruGreen's performance, which is why he preferred a new company.

Mr. Pires clarified that the motion must contain the wording specified. He explained that the price might be higher but the Board can select the lowest most responsive, responsible and best bidder for the contract; the proposal that would be most advantageous to the District.

Mr. Adams indicated that the Board is "covered" in its decision.

Mr. Brougham called for a second to Mr. Slater's motion; the motion died due to lack of a second.

Mr. Peterson disclosed that TruGreen services the village that he lives in and voiced his opinion that TruGreen's organization and responsiveness changed; from personal experience, he believed that the past deficiencies with TruGreen are on the road to correction, in a significant way. Mr. Peterson felt that TruGreen's bid price was good and was based on TruGreen's knowledge of the property and truly reflected the community. He stated that Girard might be fully qualified to perform the work but has not done so in Southwest Florida, which is significantly different than Central Florida and has different issues. Mr. Peterson stated that his village did not have whitefly issues because the village treated for it. He indicated that, while there were issues with TruGreen, he used the term "the devil that you know versus the devil that you don't" and voiced his opinion that the issues were tackled and the District gained good knowledge about TruGreen. Mr. Peterson surmised that TruGreen's experience with the property benefits the entire community.

Mr. Bergmoser agreed with Mr. Peterson and added that the price difference was his “turning point”, as Girard’s bid was over the budget amount and TruGreen’s bid was slightly below budget.

Mr. Turner agreed with the comments.

On MOTION by Mr. Peterson and seconded by Mr. Turner, with Mr. Brougham, Mr. Bergmoser, Mr. Peterson and Mr. Turner in favor and Mr. Slater dissenting, finding that TruGreen was the lowest, most responsive, responsible and best bidder to service the District, award of the contract for landscape maintenance to TruGreen Landcare, was approved. (Motion passed 4-1)

Mr. Brougham thanked Girard for bidding and voiced his hope that the Board treated all bids fairly; he asked Girard to “stay on deck” because “you never know what might happen”. He pointed out that, if the District experiences issues with TruGreen, Girard might be the first company that Staff contacts.

Mr. Peterson questioned if Mr. Brougham was making a threat. Mr. Brougham stated that is was not a threat, it was a commitment that, if the District experiences significant delays and lack of quality, going forward under the new contract, the District would likely take swifter and more significant action than simply withholding payments. Mr. Brougham stressed that the Board was very patient last year but speculated that TruGreen would not receive the same level of patience this year.

*****Mr. Pires left the meeting.*****

▪ **Special Counsel Update: Litigation Proceedings**

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

Ms. Robinson advised that, since the last meeting, Counsel filed a lengthy request to produce asking U.S. Bank to produce documents; this request was in response to 115 separate document requests received by U.S. Bank. Counsel received an extension request, yesterday, for additional time to respond and, as a matter of courtesy, first extensions are almost always granted; therefore, Counsel granted a 30-day extension and the responses will be due January 19, 2015. She reported that Counsel is preparing for the hearing on punitive damages in the CDD #2 case, which will be enlightening for CDD #1 to determine how to proceed; the hearing is set for December 30, 2014.

Mr. Brougham pointed out that the hearing would occur prior to the Board’s next meeting. He recalled previous discussion that, if the motion for punitive damages is granted to CDD #2 and Fiddler’s CDD Investor LLC, CDD #1 might proceed with filing a similar motion. If granted, Mr. Brougham recommended authoring Ms. Robinson to proceed with filing a motion for punitive damages, on behalf of CDD #1.

A question was raised regarding whether there were reasons for the District to not file a motion for punitive damages. Ms. Robinson replied no; however, she will know better how to proceed following the upcoming hearing. She pointed out that the judge might not rule at the hearing.

On MOTION by Mr. Brougham and seconded by Mr. Bergmoser, with all in favor, authorization for Special Counsel to file a motion for punitive damages, on behalf of CDD #1, if the motion to allow for the filing for punitive damages, filed by CDD #2 and Fiddler’s CDD Investor LLC is granted, was approved.

****Mr. Turner left the meeting at 9:00 a.m.****

TWELFTH ORDER OF BUSINESS

Approval of November 19, 2014 Regular Meeting Minutes

Mr. Brougham presented the November 19, 2014 Regular Meeting Minutes and asked for any additions, deletions or corrections. The following changes were made:

Line 46: Change “unuSabal” to “unusable”

Lines 76 and 80: Change “9” to “9”” (Changing feet symbol to inches symbol)

Line 126: Change “Curland” to Slater”

Mr. Brougham asked if the county finished repaving and restriping on SR 951. Mr. Cole indicated that the project was substantially completed; permanent striping will be laid later. Mr. Brougham asked who is responsible for replacing the stop sign “on exit”. Ms. Crismond stated that it is the District’s responsibility. Mr. Peterson advised that, exiting Championship Gate, a sign is very faded. Ms. Crismond indicated that all of the signs exiting along Championship Drive should have been replaced with decorative signs; the signs were ordered but she did not know if all of them were installed.

The following change was made:

Line 231: Change "Perici" to "Parisi"

On MOTION by Mr. Brougham and seconded by Mr. Peterson, with all in favor, the November 19, 2014 Regular Meeting Minutes, as amended, were approved.

o **Action Items**

The action items were not discussed.

THIRTEENTH ORDER OF BUSINESS

Other Business

There being no other business, the next item followed.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being nothing additional to report, the next item followed.

B. Manager

i. Approval of Unaudited Financial Statements as of November 30, 2014

Mr. Brougham presented the Unaudited Financial Statements as of November 30, 2014.

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

Mr. Adams referred to the "General Fund 001" line item, under "Liabilities:", "Due to other funds" and noted that the \$7,500 amount was paid from the "General Fund", to Fishkind and Associates, in 2011; it was part of the process of correcting the lien roll. The amount was held in the hopes that the District could file and recover it. He recalled that, as a result of the testimony of Ms. Alice J. Carlson, of AJC Associates, Inc., during the bankruptcy hearing, it was realized that Ms. Carlson had not platted properly or placed them in the correct "Debt Service Fund". Mr. Adams felt that this was a "housekeeping" item, realized during the bankruptcy process, that the District had internal record issues. He asked the Board to authorize Staff to write-down the \$7,500 amount.

Mr. Adams indicated that the \$299,478, immediately to the right of the \$7,500, was primarily related to Weiss Serota invoices that were accrued during the bankruptcy and for which the District hopes to recover. He explained that, if the District is able to submit for punitive

damages, the \$299,478 would be part, if not all, of the District's punitive damages claim; this amount will continue being carried.

On MOTION by Mr. Brougham and seconded by Mr. Bergmoser, with all in favor, authorization for Staff to write off the \$7,500 due from Debt Service Series 2002 Fund to the General Fund, was approved.

Mr. Adams referred to the \$14,291, \$8,770 and \$9,160 amounts to the right of the \$299,478 and advised that those items are property appraiser billings. He explained that the property appraiser sends separate bills and, as those bills cannot be paid from a trust account, the District pays the bills from the "General Fund" then short-pays the trust accounts when funds are transferred to the trustee for each account; these amounts will be resolved on the subsequent unaudited financial statements.

Mr. Adams noted the limited activity, as it was early in the new fiscal year.

Mr. Bergmoser recalled that, a few months ago, approximately \$600 was deposited in the BB&T savings account and the Board authorized the movement of the funds. He pointed out that the bank is charging the District to keep the savings account open.

Mr. Brougham noted that "Legal advertising", on Page 2, was at 32% and asked why. Mr. Adams stated that the landscape bid and annual meeting schedules were advertised.

NEXT MEETING DATE: January 28, 2015 at 8:00 A.M.

The next meeting will be held on January 28, 2015 at 8:00 a.m.

C. Operations Manager

Ms. Crismond presented the Operations Report. She reported that, on December 12, 2014, approval was received from the Design and Review Committee (DRC) to replace the ficus trees that were damaged and removed due to whitefly.

Mr. Brougham recalled that, ten years ago, the District entered into a Landscape Interlocal Agreement with The Foundation, which stated that the District would maintain its landscaping, according to the standard palette and established Fiddler's Creek standards. Mr. Brougham pointed out that the Landscape Interlocal Agreement expired in early November; therefore, he directed District Counsel to research the matter for discussion at a future meeting. He stated that the Board must decide what to do in conjunction with The Foundation and the DRC, with respect to landscape maintenance, replacement, etc., to ensure that all parties are clear

with respect to what the District is obligated to do, the latitude and procedure when plants die and must be replaced. He asked that, once Mr. Pires completes his research, this subject be included for discussion, on a future agenda.

Mr. Albeit asked for a copy of the expired Interlocal Agreement.

Regarding the District’s request to replace the ficus hedge along the perimeter wall from Mahogany Bend to where it connects with Championship Drive with Clusia, Ms. Crismond advised that the DRC retracted the letter received on December 11; a new letter was received on December 15, 2014 approving installation of arboricola. She will obtain proposals.

Ms. Crismond indicated that several areas require sod replacement, which she requested TruGreen to complete, since prior to Thanksgiving. Mr. Brougham commented “that is unacceptable”. Ms. Crismond stated that TruGreen has a large sod replacement project on SR 951 on the south side from the roadway work; the District’s sod replacement will be completed at the same time.

Mr. Brougham asked Staff to not be shy about bringing issues with TruGreen to the Board’s attention.

FIFTEENTH ORDER OF BUSINESS

Supervisors’ Requests

Mr. Brougham recalled that, four to six months ago, many residents sent letters to Ms. Pam Lulich, of the county, in support of the draft of the grant to landscape the medians between Fiddler’s Creek and Mainsail. He reported that the county was verbally awarded \$100,000 to complete the project; however, Ms. Lulich was hesitant to make it public until the official letter was received.

Mr. Slater questioned why the District is paying for the sod replacement related to the roadway work. Ms. Crismond stated that the county or utilities are not responsible for replacement of landscaping that they damage; the property owner is responsible.

SIXTEENTH ORDER OF BUSINESS

Adjournment

There being no further business to discuss, the meeting adjourned.

On MOTION by Mr. Slater and seconded by Mr. Bergmoser, with all in favor, the meeting adjourned at 9:22 a.m.


Secretary/Assistant Secretary


Chair/Vice Chair