

**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, October 5, 2016 at 10:00 a.m.**, at the **Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.**

**Present at the meeting were:**

Gerald Bergmoser	Vice Chair
Charles Turner	Assistant Secretary
Richard Peterson	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Crismond	Assistant Regional Manager
Tony Pires	District Counsel
Barry Jones	District Engineer
Carrie Robinson ( <i>via telephone</i> )	Special Counsel
Ron Albeit	The Foundation
Shannon Benedetti	Landscape Advisory Committee
Mike Charbonneau	The Foundation
Joe Schmitt	Resident
Frank Weinberg	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 10:00 a.m., and noted, for the record, that Supervisors Peterson, Bergmoser and Turner were present, in person. Supervisors Brougham and Slater were not present.

**SECOND ORDER OF BUSINESS**

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

Mr. Joe Schmitt, a resident, noted that he was running for Seat 3. He asked if the perimeter gates, on Mulberry, were being replaced and what the landscaping plan was. Ms. Crismond received an idea for changing the current gates, from the contractor, and provided it to the Board. One contractor wanted to replace the two gates with a horizontal appearance, so that it matched better with the concrete fence. The information was forwarded to the Design Review

Committee (DRC) for approval. The landscape plans to buffer the gates were also provided to the Board and sent to the DRC. Mr. Albeit asked if the landscape plans for the Mulberry wall were forwarded to Ms. Feser. Ms. Crismond replied affirmatively. Mr. Schmitt asked if the project changes would cost the CDD additional funds. Ms. Crismond replied affirmatively, because the contractor installed what was originally approved but the Board and DRC decided they did not like the appearance and wanted to install new gates. Mr. Schmitt asked who was in charge of quality control during the first installation. Ms. Crismond stated that the gates were not installed properly and she fought to have it corrected. Payment was on hold until the installation was corrected.

Ms. Shannon Benedetti, of the Landscape Advisory Committee, presented the On Site Review, by Ms. Feser. The entrance visual, with pentas at the front, was very nice and low enough so that it did not block the view of the fountain. All of the privets were trimmed and the foliage was returning. The sign would be refreshed soon. Hard pruning of the trellised bougainvillea, down Fiddler's Creek Parkway, benefited three; one was still poor. Ms. Crismond would discuss that, as part of her report. The entrance lake, on the north side of Fiddler's Creek Parkway, was nicely cleared. Ms. Feser liked the appearance of the Sales Center and, although the CDD has nothing to do with it, it was determined that improvements were necessary, which Mr. Albeit addressed. An area to the right side of the entrance would be addressed by Mr. Albeit. Ms. Feser mentioned a royal palm, at the entrance to Montreux. Ms. Benedetti noted that Mr. Jesse Fritz, a resident and Montreux Board Member, stated that the palm was alive, even though it may not appear to be. Ms. Crismond was aware of the tree. The Insect Program appeared to be working but Ms. Feser believed communities continued to have whitefly issues. Communities that have ficus would continue to struggle with the whitefly issue, whereas, newer communities, with clusia, would not.

Mr. Peterson believed that Mr. Albeit discussed the whitefly issue with each community, instructing them about proper treatment and asked if the instruction was mandated or a suggestion. Mr. Albeit responded that Staff provided the Board, DRC and residents with knowledge about how to prevent whitefly from spreading, with each village, CDD, etc., taking ownership of the issue in their areas. In response to Mr. Peterson's question, Mr. Albeit confirmed that the DRC was not monitoring the progress. The villages and management companies were asked for the information, from their pest control companies, to show that they were following the whitefly treatment schedule. Mr. Peterson felt that, if actions were not taken

and there was no oversight, it could cost a lot. Cascada spends \$10,000, annually, to treat the infestation but, if the village next to Cascada does not treat, there could be a problem. Mr. Albeit stated that the management companies were sending information that they are complying with the recommended scheduled treatments.

Ms. Benedetti saw Mr. Albeit's spreadsheet, which showed each community, along with their respective landscape companies. In Cherry Oaks, the Board discussed the issue with GulfScapes, reminding them that, when they treat for whitefly, they must submit the information to Cardinal Management, who submits it to Fiddler's Creek. She suggested that, at the first village meeting, Mr. Albeit remind the village boards to submit their data.

Mr. Frank Weinberg, a resident, reminded the Board that, in three or four communities, individual homeowners were responsible for their own land care and there was no way to monitor if those homeowners were following the treatment plan. His pest control company told him that whitefly could never be eradicated.

Mr. Schmitt stated that a recently replaced tree, on Championship Drive, lost its leaves. Ms. Crismond explained that the falling leaves were likely a result of stress or shock.

### THIRD ORDER OF BUSINESS

#### Developer's Report

There being no report, the next item followed.

- **Presentation: Foundation Proposed Boat Ramp**

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

Mr. Albeit stated that residents with a dock have been putting their boats into the creek, without real access; likely via the access path used by LakeMasters Aquatic Weed Control, Inc., (LakeMasters). The land is now privately owned and being developed. Over the last six months, residents, mostly of Runaway Bay, approached The Foundation regarding a boat ramp; however, a boat ramp was never designated for the District. Working with homeowners with boats and docks, a solution was developed. The boat ramp structure, insurance and maintenance would be paid for by those with boats and docks, who reside along the creek and there would be no financial impact to other residents. The developer was willing to give The Foundation land, at the beginning of Runaway Bay, and, with the funds generated by the boat owners, The Foundation would pay to build the structure. Since the waterways were deeded to the District, an easement from the District, allowing the structure to cross CDD property, would be necessary.

There was consensus from the residents involved. Mr. Albeit asked the Board to work with The Foundation's legal counsel to create an easement.

Mr. Pires stated that it might be necessary to check with Bond Counsel to ensure that it does not pose an issue with leasing or licensing of District land, to the extent that it would be for recreational use of improvements acquired with bond proceeds.

In response to Mr. Peterson's question, Mr. Albeit pointed out the strip of land on a map. Mr. Peterson asked if, for insurance purposes, the District would be "held harmless", once the ramp was built. Mr. Albeit replied affirmatively; the CDD was named as an additional insured, in the document. Mr. Pires anticipated that the document would have a hold harmless and indemnification. Mr. Peterson asked if there were any mandatory limits of liability. Mr. Pires stated it could be \$1 million/\$2 million or \$1 million/3 million, etc.; it was the Board's prerogative.

Mr. Albeit stated that Valerie would share the document with Mr. Pires, who would draft an easement. Mr. Pires would confer with Bond Counsel.

Mr. Albeit wanted approval to proceed with construction, now, while District Counsel worked on the documents, so that the project could be completed by the time residents returned. Mr. Pires was concerned about constructing the project, without the agreement. Mr. Albeit stated that nothing happened, yet but wanted permission to proceed, now, as long as the legal requirements were met, so that Board approval would not be delayed to the next meeting.

Mr. Turner asked if the project was only for residents in Runaway Bay. Mr. Albeit stated that the ramp would be for anyone who lived on the creek, which currently included Mallards Landing, Bellagio, Runaway Bay and some homes in Marsh Cove; eventually, it could include people who live on the driving range and, once developed, it could include residents further down the creek, in Marsh Cove.

Mr. Pires stated, if the Board approved the project, in concept, it would allow Mr. Albeit to begin the permitting process and the final document could be considered, later. Mr. Albeit wanted to be able to notify the contractor to begin applying for the permit while the District worked on the legal document. Mr. Pires stated that the Board could approve it, in concept, so the applicant could show the approval, as part of the permit application process; however, no construction should occur until the District finalizes the details and the permits were in place.

Mr. Bergmoser asked where boat trailers would be parked. Mr. Albeit responded that this was an "in and out situation", on an appointment basis. Boat owners would be allowed eight

times access to the boat ramp, four in and four out. The gates would be locked and landscaped; The Foundation would open the gates, upon appointment. There would be no trailer parking. This was for people who leave their boat at their own dock. The boats must be registered with The Foundation and provide insurance information, along with paying a Capital Acquisition Fee (CAF) and dues. The CAF was for the cost of the ramp. Every participating homeowner agreed to pay the additional CAF so that there was no impact on any other property owners in Fiddler's Creek. The only ones who would pay for the ramp, maintenance and insurance would be those that live along the creek, own a boat and had approval from The Foundation.

Mr. Jones stated that, since the lakes were controlled by the South Florida Water Management District (SFWMD), it might be necessary to send notice to the SFWMD; however, it would not involve the Army Corps of Engineers (Corps), as these were not Title X waters.

Mr. Bergmoser asked if it would be possible for the District to prepare agreement to alloq approval after receiving all appropriate documents, if the Board changed its mind. Mr. Pires stated the Board could approve utilization of a defined area, along the creek, for the boat dock structure, in concept, and authorize Staff to begin working with The Foundation to draft the necessary documents and specifying that no construction could occur until the agreement was in place and considered, at the next Board Meeting, in three weeks. Mr. Pires noted that there might be District Engineer and District Counsel fees incurred. Mr. Jones stated that it would be important, during the permitting process, to specify that the ramp would be strictly for private access, not public access, which could create zoning issues.

**On MOTION by Mr. Turner and seconded by Mr. Peterson, with all in favor, utilization of a defined area along the creek, for the boat dock structure, in concept, authorizing Staff to work with The Foundation to draft the necessary documents and specifying that no construction could occur until an agreement is in place and considered, at the next Board Meeting, as stated by Mr. Pires, subject to permitting and insurance coverage, was approved.**

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

▪ **Special Counsel Update**

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

Ms. Robinson requested that today's meeting be continued to Monday, October 17 at 10:00 a.m., at the 19<sup>th</sup> Hole, for the purpose of holding an Executive Session.

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

#### FOURTH ORDER OF BUSINESS

#### Engineer's Report

Mr. Jones stated that the lake maintenance repairs were ongoing. The geotubes were installed but could not be cut open until the water levels recede. The lake slopes were stabilized by the geotubes and, once the water levels recede, the sand would be released, graded and the process would be completed. The sidewalk, on Fiddler's Creek Parkway, across from Cascada, was repaired. The Board received a copy of the sidewalk inspection summary, for CDD #1. 17 areas with a ½" and greater lift were identified. 135 areas exceeded ¼" to ½". Mr. Pires stated that ¼" and greater should be the focus. Mr. Jones stated that locations with a ¼" to ½" trip hazard were identified on the map and the sidewalks were painted. Ms. Crismond stated that the sidewalks were pressure cleaned and recommended repainting those areas, as necessary, before the contractor commences work.

In response to Mr. Bergmoser's question regarding repair of the 17 areas identified as ½" and greater, Mr. Jones clarified that District Counsel advised that locations with ¼" or greater should be addressed. CDD #2's inspection report should be completed within the next two to three weeks and bundling both Districts should net a better price from the contractor. When sidewalk lifts are ground down, it could cause an aggregate surface and, if that surface was not satisfactory, the alternative would be to remove the concrete and replace it. Grinding ¼" should not result in much aggregate; whereas, grinding ½" would almost guarantee aggregate tops.

In response to a question about the maximum amount that could be ground down, Mr. Jones stated that the sidewalks were 4"; therefore, grinding more than 1" would start creating the risk of compromising the structural integrity. In response to Mr. Jones' question, Ms. Crismond responded that, now that the areas were identified, root barriers in areas with lifts could be considered. Mr. Jones believed it should be determined whether the lifts were caused by settlement or lifted by roots; trenching and installing root barriers could help prevent lifting from recurring. Mr. Peterson questioned if the existing hazards should be repaired and replaced. Mr. Jones stated that they could be ground ½". Ms. Crismond added that the grinding method was used, for a long time, unless the area was too thick, in which case, it was replaced. Mr. Jones explained the trenching and root barrier processes.

Mr. Schmitt referred to Montreux and Champion ADA assisted crossings and advised that, at Montreux, the screws lifted on three corners and new screws should be installed. Mr. Jones stated that the CDD #2 report would be completed in two to three weeks and then the work could be put out to bid. Once contracted, the work would begin within six to eight weeks. Mr. Turner understood that the possibility of obtaining the estimates, by the October 26 meeting, would be unrealistic. Mr. Adams stated that he Board would likely review the bids at the November meeting.

Mr. Jones could contact the contractors to determine if the savings by completing the entire project was worth waiting. The project could be bid in two phases, with CDD #1's phase proceeding. Mr. Bergmoser suspected that, with CDD #2 being newer, the scope of work would be less and questioned if CDD #1 should proceed, on its own. Mr. Turner was concerned about the timeline, given that 135 potential liabilities were identified and asked if the process could commence, sooner, to limit exposure. Mr. Pires stated that one way to minimize exposure would be to warn residents of the hazards. When a governmental body becomes aware of a hazardous condition, it must take steps to correct it, which could minimize the liability. Mr. Turner asked if painting the known hazardous spots minimized the exposure. Mr. Pires replied affirmatively, if the method to mark them was an accepted practice, in Southwest Florida. Some communities used signs or cones. Mr. Jones noted that it was subject to interpretation, as to how long the paint could remain, in place, without repair. Ms. Crismond, responding to Mr. Turner's comment, stated that there would be savings to do all of the work, at one time, rather than completing only a couple of repairs. Mr. Jones confirmed that the CDD #1 work was enough for three days; therefore, the volume of work should be sufficient enough to avoid worrying about the cost per foot increasing. Mr. Turner suggested obtaining estimates for the CDD #1 portion. Mr. Jones stated that, if expedited, it would be easier to obtain a quote from one contractor, rather than two. Curb Systems of SW FL and Sarasota, LLC (Curb Systems) performed the greatest amount of work in the District, including grinding. Mr. Adams worked with Naples Concrete & Masonry (NCM) and Southern Striping Solutions, LLC (SSS). Mr. Bergmoser stated that, while the bids were being obtained, if it were determined that bundling the work with CDD #2 would not affect the bid, CDD #1 could proceed, on its own.

Mr. Weinberg felt that the alternative made a lot of sense, due to liability, and asked about the estimated cost, based on experience, for the District to proceed. Bids could be solicited and the work could proceed, instead of portioning it. Mr. Adams stated that all of the work must

be completed. The Board could authorize Staff to solicit at least two proposals and award the contract to the lowest proposer. Regarding the question of the average, per unit, cost, Mr. Jones did not know. Mr. Pires suggested a not-to-exceed amount of \$15,000. Mr. Jones believed the costs would come in below that amount. Mr. Adams stated that, based on the same type of work in another CDD, the \$15,000 amount was probably good.

Mr. Turner asked if the 135 locations just required grinding. Mr. Jones believed so, there were some ½" or greater but he did not have the breakdown of whether any were 1", or more. Mr. Adams estimated that the project would likely cost under \$10,000. Mr. Jones felt that that a not-to-exceed amount of \$15,000 would be sufficient.

**On MOTION by Mr. Turner and seconded by Mr. Bergmoser, with all in favor, the sidewalk repair project, in a not-to exceed amount of \$15,000, for sidewalk grinding of the 135 identified locations, and authorizing the District Manager to obtain proposals and execute, as necessary, with the selected contractor, were approved.**

Mr. Adams would copy the Board on any information related to this matter.

Mr. Schmitt asked why the Cascada sidewalk repair, discovered in July and completed in September, was not completed sooner. Mr. Jones stated that, specific to this situation, the District Engineer was trying to identify the source of the settlement; therefore, time was spent to ensure that there were no blowouts on the lake slopes or underneath the lakes, or an irrigation line crack in the bottom blowing out and coming out on the adjacent lake slope. Mr. Bergmoser asked if the cause was discovered. Mr. Jones replied no; nothing currently active was identified. Previously, there was an irrigation line break; therefore, the best that could be identified was that the water probably jetted across the irrigation line, away from the repair, causing erosion along the irrigation line and, following the repair, dirt filled the void and worked down the line, which created the gap underneath. The District Engineer did not want to repair and then need to repair it again so it went through several cycles of pressurizing the minor irrigation lines, in that area, ensuring one of the smaller lines was not leaking. No soil coming out of the ground or any washouts going into the lake, were found. Beyond that, the difficulty was hiring a contractor, in this busy environment, willing to repair a small piece of sidewalk. In the future, contractors might respond quicker to small jobs if paid a premium price. Ms. Crismond stated that the



District's previous contractor, who responded quickly, passed away and Staff was trying to replace him.

Mr. Jones stated that, while action might not have been observed, steps were being taken to identify and determine the source of the settlement and that it was not something that would repeat itself after it was repaired. Mr. Turner asked if the source was located. Mr. Jones replied no; it was a matter of excluding all possible scenarios and ending up with a cavity, left from the original fill and the fill migrated down the pipe to fill the void. Mr. Jones stated that a 4" concrete slab has bridging capacity and, if it was identified as an imminent danger to collapse, barricades would have been placed and the sidewalk would have been closed. Ms. Crismond stated that the sidewalk was closed and blocked with cones and caution tape.

**FIFTH ORDER OF BUSINESS**

**Special Counsel Update**

This item was presented following the Third Order of Business.

**SIXTH ORDER OF BUSINESS**

**Audit Committee's Ranking of Responses to RFP for Annual Audit Services**

Mr. Adams recalled that, at the previous meeting, the Board appointed itself The Audit Selection Committee and authorized the Request for Proposals (RFP), with modified language. It included a tiered financial penalty clause, setting a target date for when the audit would be completed, and deductions, each month, if not completed.

**A. Respondents**

- i. Berger, Toombs, Elan, Gaines & Frank**
- ii. Carr, Riggs & Ingram, LLC**
- iii. Grau & Associates**
- iv. Keefe McCullough**
- v. McDirmit Davis**
- vi. Phillips Harvey Group, P.A.**
- vii. Stroemer & Company, LLC**

Seven submittals were received.

**B. Ranking**

Mr. Adams stated that a maximum of 20 points could be awarded in each of the five ranking categories, including ability of personnel, proposer's experience, understanding scope of

work, ability to furnish required services and price; the maximum number of points that could be received was 100.

**\*\*\*Mr. Jones left the meeting.\*\*\***

The Board Members completed and submitted their ranking forms.

Mr. Adams tallied the submittals.

**C. Recommendation for Award of Contract**

This item was presented following the Eleventh Order of Business.

▪ **Consideration of Term Sheet from IberiaBank for Line of Credit Renewal**

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

Mr. Peterson presented the Term Sheet from IberiaBank. Mr. Adams stated that this was a renewal of the existing terms, for the same term as the previous year; the renewal must occur before October 28. An approval of the Term Sheet must be presented to IberiaBank, in advance of preparing the Commitment Letter, which would be presented at the October 26 meeting.

**On MOTION by Mr. Peterson and seconded by Mr. Turner, with all in favor, the Term Sheet from IberiaBank for Line of Credit Renewal, was approved.**

▪ **Consideration Resolution 2017-1, Classifying Surplus Tangible Property; Authorizing Disposition of Surplus Tangible Personal Property; Providing a Severability Clause; and Providing an Effective Date**

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

Mr. Adams presented Resolution 2017-1 for the Board's consideration. This was for disposition of a 2004 Ford Crown Victoria with a police interceptor package and over 200,000 miles.

**On MOTION by Mr. Bergmoser and seconded by Mr. Peterson, with all in favor, Resolution 2017-1, Classifying Surplus Tangible Property; Authorizing Disposition of Surplus Tangible Personal Property; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

Regarding why the car was kept for so long, Mr. Adams stated that it was kept as a spare vehicle, as it was more reliable and the preferred vehicle over the newer Taurus'. Mr.

Charbonneau explained the strategy for keeping a backup vehicle. The backup vehicle only required small repairs; no large repairs were necessary. Mr. Peterson asked if the District would have another backup car. Mr. Charbonneau replied affirmatively; the 2015 and 2017 Explorers. The 2015 Explorer already had 133,000 miles but was functional and had no issues. The Crown Victoria had 285,000 miles on it. As the spare vehicle, the 2015 Explorer would have limited use, not the typical 90,000 to 100,000 miles per year.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Audit Committee's Recommendation for Award of Contract**

- **Authorization to Negotiate with Number-One Ranked Firm**

This item was presented following the Eleventh Order of Business.

**EIGHTH ORDER OF BUSINESS**

**Presentation: Foundation Proposed Boat Ramp**

This item was presented following the Third Order of Business.

**NINTH ORDER OF BUSINESS**

**Consideration of Term Sheet from IberiaBank for Line of Credit Renewal**

This item was presented during the Sixth Order of Business.

**TENTH ORDER OF BUSINESS**

**Consideration Resolution 2017-1, Classifying Surplus Tangible Property; Authorizing Disposition of Surplus Tangible Personal Property; Providing a Severability Clause; and Providing an Effective Date**

This item was presented during the Sixth Order of Business.

**ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of August 31, 2016**

Mr. Peterson presented the Unaudited Financial Statements as of August 31, 2016. Mr. Turner asked if the \$184,000, from CDD #2, would be added to the District's cash account. Mr. Adams stated that it was completed the first week of September.

▪ **Recommendation for Award of Contract**

*\*\*\*This item, previously Item 6C., was presented out of order.\*\*\**

Mr. Adams reported that the top three firms were:

- McDirmit Davis, 260 points,
- Stroemer & Company, LLC, 219 points
- Phillips Harvey Group, P.A., 216 points.

▪ **Consideration of Audit Committee's Recommendation for Award of Contract**

• **Authorization to Negotiate with Number-One Ranked Firm**

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

Mr. Adams noted the Audit Committee recommendation and asked the Board to consider the rankings and authorizing Staff to enter into Engagement Letter with the number one ranked firm, McDirmit Davis.

**On MOTION by Mr. Peterson and seconded by Mr. Bergmoser, with all in favor, accepting the Audit Committee rankings and authorizing Staff to negotiate and enter into an agreement with the number-one ranked firm, McDirmit Davis, were approved.**

**TWELFTH ORDER OF BUSINESS**

**Approval of August 24, 2016 Regular Meeting Minutes**

Mr. Adams presented the August 24, 2016 Regular Meeting Minutes and asked for any additions, deletions or corrections. The following change was made:

Line 247: Replace "must" with "may"

Line 287: Insert "the" after "against"

**On MOTION by Mr. Peterson and seconded by Mr. Bergmoser, with all in favor, the August 24, 2016 Regular Meeting Minutes, as amended, were approved.**

**THIRTEENTH ORDER OF BUSINESS**

**Action Items**

There being no action items, the next item followed.

## FOURTEENTH ORDER OF BUSINESS

## Other Business

There being no other business, the next item followed.

▪ **Operations Manager**

*\*\*\*This item, previously Item 15C., was presented out of order.*

Regarding the Mulberry gate, Ms. Crismond recalled that the contractor installed the gates correctly, the fourth time; however, once installed, no one liked the appearance. The slats were vertical, where the fencing was horizontal. Ms. Crismond believed that horizontal gates would blend in much better; the gates should not stand out, they should be camouflaged. The new gates would remain as close as possible to the fencing but it would be horizontal. Mr. Bergmoser asked if the District had any basis for not paying for the original work. Ms. Crismond replied no, the contractor installed what the Board approved. Ms. Crismond believed that it equated to a \$4,900 or \$5,000 loss. If the Board decided to proceed, it would cost \$5,000. The options were to leave the current gates, which were approved by the DRC, or replace them with gates that would blend in better. Discussion ensued regarding the landscaping at the gate that could camouflage the gate. The landscape plan was sent to the DRC and the HOA and they were happy with it. Ms. Crismond acted on the Board's comment, last month, that they did not like the gates. Mr. Schmitt stated that the gates were better than when first installed but, from an aesthetics perspective, the appearance is poor. In response to a comment, Ms. Crismond stated that the new gates would still be PVC, as they must be lightweight. Discussion ensued regarding composition and durability of the gates.

Regarding the cameras that were installed, Ms. Crismond stated they were not yet operational. Mr. Charbonneau stated that adjustments were necessary. In response to Mr. Turner's question, Mr. Adams confirmed that the cameras were hard wired, which would require boring underneath Mulberry because the power and communications were on the residential side; the contractor was attempting to find a location to bore. Mr. Schmitt's only issue was that it appeared that the gate could be easily pushed in and wanted to ensure that it was stable. Discussion ensued regarding whether the gates would be visible, once the hedges grew and why the District should spend an additional \$5,000 for new gates if the landscaping would cover the area.

Ms. Crismond stated that the Club Center Boulevard landscape and backflow structure landscape information was provided to the DRC and, after the meeting, Mr. Albeit advised to forward the information to him because it was not CDD property; a response was pending.

Ms. Crismond stated that the landscaping contract was going out to bid; a pre-bid meeting was scheduled for next week. The bids would be presented for consideration at the December meeting. Invitations to bid were sent to approximately 20 contractors and it was advertised. Two years ago, there were four or five bids. The bid specs would be the same as previous years but would be "tightened up" to include changes, such as sweep, twice per day, for debris, instead of once, and identifying and replacement of plant material in a shorter time.

Ms. Crismond stated that pressure cleaning was underway and should be completed by the end of October. Palm pruning, pine straw installation and a flower change out would occur in November.

**FIFTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mr. Pires was still working on the sidewalk maintenance memorandum. Regarding the boundary amendment, the final boundary petition, related to the scrivener's error, was not received yet but should be presented at the next meeting.

**B. District Manager**

**i. NEXT MEETING DATE: October 26, 2016 at 8:00 A.M.**

The next meeting will be held on October 26, 2016 at 8:00 a.m., at this location.

**C. Operations Manager**

This item was presented following the Fourteenth Order of Business.

**SIXTEENTH ORDER OF BUSINESS**

**Supervisors' Requests**

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

**SEVENTEENTH ORDER OF BUSINESS**

**Public Comments**

There being no public comments, the next item followed.

**EIGHTEENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business to discuss, the meeting recessed and was continued to Monday, October 17, 2016 at 10:00 a.m., at the 19<sup>th</sup> Hole, for the purpose of holding an Executive Session.

**On MOTION by Mr. Bergmoser and seconded by Mr. Peterson, with all in favor, the meeting recessed and was continued to Monday, October 17, 2016 at 10:00 a.m., at the 19<sup>th</sup> Hole, for the purpose of holding an Executive Session.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Secretary/Assistant Secretary



Chair/Vice Chair