

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

The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Regular Meeting on Wednesday, October 25, 2017 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

**Present at the meeting were:**

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

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	Assistant Regional Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Ron Albeit	The Foundation
Tony DiNardo	Developer
Valerie Lord	Developer Counsel
Renee McIntosh	TEM - President
Jim Fairbanks	TEM – Director of Sales
Marie Puckett	Director of Safety – The Foundation
Rory _____	Director of Engineering
Marshall Sutker	Resident
Joe Bedessa	Resident
Jesse Fritz	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 8:01 a.m. Supervisors Brougham, Bergmoser, Slater and Schmitt were present, in person. Supervisor Turner was attending via telephone.

**On MOTION by Mr. Bergmoser and seconded by Mr. Slater, with all in favor, authorizing Mr. 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)**

Mr. Brougham stated that the proposed Agreement between the District and The Foundation was circulated and was posted on the CDD website. He would first ask for comments from CDD Staff, followed by affording each Supervisor the opportunity to comment and ask questions. Lastly, the public would be given the opportunity to comment or ask questions.

Mr. Brougham read the following letter from Ms. Nancy Paton, a resident on Mulberry Lane:

*"I respectfully request that this memo be read into the record. I am writing about the CDD East, an area adjacent to our home located at 7622 Mulberry Lane. I have two concerns that I would like to address. We have lived at this location for over fifteen years and during that time it has been a continuing struggle to have the CDD maintain the easement area adjacent to our home along Championship Drive, in a proper manner. Over the fifteen years I have requested, in writing, that the area be trimmed on a regular basis to keep the trees from encroaching onto our property; in other words, killing my grass root system growing towards our house, tree limbs hanging over my roof, etc. In particular, I am presently concerned about what I consider to be a dangerous situation pertaining to the overgrown Ficus Tree adjacent to the Mulberry Monument. This tree is growing to enormous proportions and encroaching onto our property, both with its trunk and root system. Since the hurricane, the tree is now leaning towards Mulberry Monument and the pedestrian sidewalk area; not my house, which makes it a CDD issue. I believe these hanging limbs present a danger to the public and I advised the Mulberry Association of such and was told to contact the CDD with my concerns. In the past the CDD honored my request and trimmed the tree limbs and cut the root system when needed, to keep it from encroaching near our dwelling. I am asking this issue be addressed by this CDD Board. As homeowners we maintain our property and I expect that it is only reasonable that the CDD should do the same. I realize the hurricane has caused major damage to the entire community and that Fiddler's contractors are working as quickly as*

*possible; however, I feel my concerns are valid and reasonable. Thank you for your time.”*

*Sincerely,*

*Nancy Paton*

*7622 Mulberry Lane*

Mr. Brougham commented that Ms. Paton’s comments and requests were reasonable and, in his opinion, letters like this should not be necessary. A simple phone call to any Supervisor or to Mrs. Adams should be sufficient to take care of a problem like this, wherein, limbs are overhanging, encroaching on a person’s property or endangering the safety of residents. Mr. Schmitt stated that he informed Ms. Paton that the trees would be taken care of, as part of the trimming process, under Phase II; there were numerous trees that posed hazards throughout the community. He explained to her very clearly that it would be evaluated and no one would be going out there right away since numerous trees along the sidewalk were hanging and would be taken care of during Phase II. Mr. Brougham stated that the trees would be trimmed next week, as part of the regular maintenance.

Mr. Adams stated that Mr. Jesse Fritz made a request for an update about tree damage removal; however, Mr. Fritz did not speak.

**THIRD ORDER OF BUSINESS**

**Special Counsel Update**

Mr. Brougham stated that Ms. Robinson was not in attendance today. A case management conference on the lawsuit with U.S. Bank was scheduled for November 21, 2017 and another hearing was scheduled for today, October 25, 2017, regarding Motions to Strike.

**FOURTH ORDER OF BUSINESS**

**Developer’s Report**

There being no report, the next item followed.

**FIFTH ORDER OF BUSINESS**

**Engineer’s Report**

Mr. Cole distributed a Report about lake erosion adjacent to Hole #10 and Lake #50 that was exacerbated due to the storm. There is a section with pretty bad erosion, such that it would need a “3 permanent bag repair”, which meant, it was about a 2’5” to 3’ drop. A geotube repair

was suggested, similar to other areas. He reviewed photographs and discussed the necessary repairs, due to the erosion, bank sloping, etc.

Mr. Brougham stated that Mr. Cole mentioned Phase II and he is not arguing that it was caused by the hurricane or exacerbated but, considering the appearance, he thought Mr. Cole should get that area repaired immediately before more significant damage is done, regardless of who pays the cost. Mr. Cole replied that he was bringing this up now since it was related to the hurricane damage but, in his opinion, it was a CDD-related item because of the lake bank.

Discussion ensued regarding whether the bags were the best solution. It was noted that they provide a permanent fix without hauling vehicles crossing the golf course. The sand material would be obtained from the lakes.

**On MOTION by Mr. Brougham and seconded by Mr. Schmitt, with all in favor, the Lake #50 lake bank erosion repair work, for \$17,000, was approved.**

Mr. Cole would work with Landshore Enterprises, LLC (Landshore), who was currently completing the Phase VI work, to add this work. Landshore was continuing to complete the remainder of the work they had and the work for Phase VI. They repaired the area adjacent to the Clubhouse; however, they must redo the sod, since it was a little rough. Landshore had trouble getting sod because of the rains and the demand for landscaping material throughout South Florida. Landshore was hoping to complete a lot of the work within the next few weeks and be finished with Phase VI. In response to Mr. Brougham's question, Mr. Cole believed that Landshore completed everything in Pepper Tree, on the south side, but the bags would not be cut until the sod arrived.

Mr. Cole referred to a catch basin on Fiddler's Creek Parkway, next to The Club; a contractor was authorized to work on it and he anticipated that the contractor would complete those repairs within the next ten days, since he was waiting on the grate to come in. When the contractors make the repair, some of the curb would have to be removed, along with some remedial work to remove the existing grate and it would be necessary to rebuild the top. A Board Member inquired if the Redi-Mix truck was coming to replace the concrete and if there were any other areas the CDD could have repaired while the concrete was being delivered, such as sidewalks or other areas. Mr. Cole replied that the Red-Mix truck was coming and, since

Collier Paver was doing other sidewalks, perhaps additional repairs could be done. He would coordinate with Mrs. Adams to determine if there was anything else that could be repaired.

**SIXTH ORDER OF BUSINESS****Discussion: TEM Systems Response Time and Equipment Delivery**

Mr. Brougham stated that TEM Systems (TEM) was the contractor for the CDD's gate equipment, cameras and all the interconnections. This item was added at his request since, in his opinion, at least one or more of the gates are in an "up" position more than in the "down" position or inoperable. About three or four months ago, the District signed a Service Agreement with TEM to provide special consideration and response. He did not know what the District was paying for but his opinion was that it was not sufficient.

Mr. Jim Fairbanks, Sales Director for TEM, introduced himself. Mr. Brougham stated that he would not be specific about all the instances but, as of yesterday, the gate exit for the guests was up. He wanted to know what the problem was and what could be done. Ms. Renee McIntosh, President of TEM, stated that she was aware of the issues. She reviewed some of the service calls related to the cameras and gates but was unsure of which particular gate Mr. Brougham was referring to. On 41<sup>st</sup> Street, there was a gate that was damaged by the hurricane. The parts arrived and the gate would be fixed today. Mr. Brougham stated that he was referring to the gate on 951. Ms. McIntosh stated that it was the fixed pass scanner at that gate that was tested and her Director of Engineering did not find a problem with it. It was troubleshot and why it was not operating was yet to be determined, Mr. Brougham stated that was obvious and, if her employees were not qualified, then she should hire someone qualified to do it, since the District was already paying for a Service Contract with TEM. Discussion ensued about TEM selling the equipment to the District, finding out why the system was not working, stationing a person at the District 24/7, the District paying a lot over many years, compromising the exit/entrance of the community, TEM giving a full report at the next meeting, TEM giving the District a credit for one month's service on the contract, not all equipment being under contracts, the short-fall equipment that is not functioning, recommendations for remedying the issues, Mr. DiNardo questioning the equipment, TEM losing the account, getting the gates operational, and that Mr. Scott Roether, should have attended today, in lieu of Mrs. McIntosh.

**SEVENTH ORDER OF BUSINESS****Consideration of Coordination Services Agreement between Fiddler's Creek Foundation, Inc., and Fiddler's Creek Community Development District #1**

Mr. Brougham stated that everyone was concerned about when all the debris was going to be picked up and the loss of privacy, etc. He could assure everyone that the entire Village Organization, Staff and the Board wanted the debris cleaned up, the trees to be pulled out that need to be pulled out and for the landscape to be replanted, according to the Engineer's Report, regardless of whether the District goes forward with the Agreement. He could not tell when the work would start or end, since an Agreement was necessary and then contractors must be employed, materials obtained, etc. An Agreement was circulated to all the Supervisors and posted on the CDD website. The Agreement is thick and an extremely detailed assessment was performed by the two Engineering firms brought in by The Foundation. A phased plan was proposed in the Agreement. He asked Mr. Pires to give his opinion on the Agreement, both in legal sufficiency and about the controls, checks and balances, to ensure that the District's interests and the interests of the residents were protected.

Mr. Pires stated that he had the opportunity to work with Mr. Brougham, Mr. Elliot Miller, CDD #2 Chair, Mr. Joe Parisi and Ms. Valerie Lord, the attorneys representing The Foundation, in preparation of this Agreement. From the standpoint that this Agreement is a transactional matter wherein the interests tend not to be antagonistic to each other, generally, the interests are typically aligned, although there may be some difference in interests, between the two parties. Based upon the Florida Bar Rules, Mr. Pires did not believe there was a conflict of interest because there is no directly adverse, antagonistic relationship between the parties. Mr. Parisi and Ms. Lord had a conversation with someone who is a Board Member of The Foundation and had an indirect conversation with them. He would like the Board to agree that there is not a conflict of interest, from the Board's perspective, or, if there is a determination of a conflict, that the Board would execute a "Waiver of a Conflict of Interest". Discussion ensued regarding a conflict of interest, adverse interests, representation of The Foundation, if antagonistic, and a negotiated Agreement up for approval. Mr. Brougham did not feel there was a conflict of interest; however, in view of Mr. Pires' concern, a Waiver of Conflict would be suggested. Discussion ensued regarding whether Mr. Pires representing the CDD and Mr. Parisi and Ms. Lord representing The Foundation constituted a conflict of interest and whether there was no conflict as long as there was a separation between any negotiations. Mr. Brougham

stated that, this is transactional Agreement and, in his opinion, there was no conflict but it was up to the vote of the Board.

**On MOTION by Mr. Brougham and seconded by Mr. Bergmoser, with all in favor, waiving any conflict of interest for Mr. Pires, as related to the Coordination Services Agreement, , was approved. [5-0]**

Mr. Pires stated that, one of the agenda Exhibits to the Coordination Services Agreement is the Amended and Restated Supplemental Maintenance Agreement that goes back to 2014. He gave an overview of the Agreement and, in his opinion, there were sufficient checks and balances from the standpoint of the District and the Agreement is legally sufficient.

**On MOTION by Mr. Brougham and seconded by Mr. Bergmoser, with all in favor, the Coordination Services Agreement between Fiddler's Creek Foundation, Inc., and Fiddler's Creek Community Development District #1, was approved.**

Mr. DiNardo explained that this Agreement becomes very important, as it relates to the financing. He discussed what would be required for the loan, support documents, counts and tracking the work performed, types of work to be completed, Associations that perform work on their own, verification of the work, etc. If the District votes for this Agreement, the work would start on Monday. Palm tree trimming in the District was not under this contract. Per Mr. Adams that was under regular maintenance; therefore, no palm trees would be touched.

Discussion ensued regarding monitoring what the contractors were doing, a contact person, going through the same process as for Hurricane Wilma and the Developer paying for all the cleanup, on a smaller magnitude with a loan, questions regarding waiving of a notice for curing obligations, the notice and waiver within the boundaries of the District and the District maintaining areas that were not within the boundaries, the District only maintaining items within the boundaries of the District, maintenance of Village monuments, the District owning the land, medians on 951 and the County taking over maintenance, The Foundation remitting payment for Phase 1 work, debris cleanup if the District chose to be reimbursed, whether anything precluded the District from paying for Phase I, service providers not having any obligation to certify the

work, the District having the right to inspect the work, Mr. Pires stating that the District could inspect the work, the contractors being held to a standard; the District being a third-party beneficiary, public records not being confidential which was boiler plate language.

Mr. Brougham stated that, the Foundation, through its credit facility, offered this option to the CDD to get cleaned up and restored, as quickly as possible. There were concerns if the proper controls, checks and balances were not in place; opinions were heard and he thought that, with contracts of this size everyone would be very diligent.

Mr. Marshall Sutker, a resident, asked the following questions:

- Were the numbers were going to be assessed by the Foundation to pay for all of this?

Mr. Brougham replied, yes, ultimately.

- Approximately within 25%, what was the expected cost for all of this?

Mr. DiNardo discussed the phases of the project, estimating the costs for the CDDs and the Villages, the Restoration Contract, the fences and the signs in the Engineering Report, supervision of the work by The Foundation, management fees for evaluation and inspections to ensure what was on the plans was done. All together, the estimated costs would be close to \$8 million.

- It appears that the Foundation would be determining what was going to be done. If the residents were getting assessed by the Foundation, when would that start?

Mr. DiNardo replied that the work would be done in three Phases. The first Phase, the community took upon itself. The second Phase is a function of the votes of these two Districts because, if both Districts said no, The Foundation would not do anything. If this District said no, he must evaluate the Villages in this District to determine if it behooves The Foundation to include them. These are evaluations he needs to do and talk to the bank. What is critical is that once he gets the vote, the estimate package would be submitted to the bank. The amount would likely be \$8 to \$10 million and The Foundation approved him to negotiate up to \$10 million. Also he was seeking a \$2 million loan from the Small Business Administration, which was the maximum. The bank rate might be a bit higher because they were not the government. He was considering a fixed rate so that the assessment for this would not fluctuate.

Mr. Sutker did not feel he got an answer to his question and Mr. Brougham suggested he ask Mr. DiNardo after the meeting, as these were not questions for the Board. Mr. Sutker attempted to ask his question again and Mr. DiNardo stated that nobody understood. He reiterated his Plan and continued to speak to the Board and the residents about what would occur.



Mr. Brougham stated that the District's Fiscal Year 2018 budget was adopted in August and the assessments would appear on the November tax bills; therefore, the residents have already been assessed by the District for many different things planned for Fiscal Year 2018. During the last meeting it was discussed that, if the District had funds and the opportunity to incur some of the projected hurricane-related expenses, it might be able to fund some of those expenses itself. Mr. Adams thought the cleanup costs, which were essentially complete, were approximately \$550,000. Mr. Brougham would not like to embark on a paving project, which was in the budget, for \$450,000, next year. If heavy equipment would be driving up and down Fiddler's Creek Parkway, it made no sense to start the paving project. He thought the District should fund the post-hurricane cleanup costs of approximately \$550,000, out of the District's existing funds that the District should not participate in The Foundation's Plan for the cleanup. Discussed ensued. Mr. Schmitt concurred with the proposal but felt that it could result in a future assessment on residents. Mr. Adams clarified that, during the last meeting, he identified, out of the surplus balance and after considering debt funding requirements for October and November, that the District had approximately \$600,000 of fund balance remaining, which would be available for cleanup costs. Above and beyond that, he identified another \$900,000 in the District's Fiscal Year 2018 budget, which the Board could repurpose from line items such as tree trimming, lake bank erosion repair and paving. Even with the cleanup costs at \$550,000, if the District gets through the replanting by mid-to-late summer, conceivably, the paving could still be completed. The funds would still be there in his opinion. Mr. Brougham stated that he could not forecast the Fiscal Year 2018 expenses since there was no hard numbers for Phases 2 and 3. Mr. Adams agreed but noted that he was talking about the cleanup costs. Discussion ensued regarding the budget, letter for increase in the assessments due to repaving, addressing the 2019 budget and action items not on the agenda.

Mr. Joe Bedessa, a resident, inquired if anyone calculated, per household for CDD#1, the costs to the residents for the cleanup. Mr. Adams replied that it would be the estimated \$550,000 amount divided by 1,910 units. Discussion ensued regarding the adopted Fiscal Year 2018 budget and inclusion of \$450,000 to repave Fiddler's Creek Parkway. Mr. Brougham stated that the money is still in the budget and the assessment already went out and could not be changed. All that was being discussed was that, in addition to other things, was not participating in The Foundation's loan Plan but, if participating, it would ultimately go into The Foundation's bill or assessment, for the whole hurricane cleanup. Mr. Bedessa inquired if there would have to be

another assessment to make up for it. A Board Member replied that he did not know. If the Board decided to pay for 2019, for all he knew, the District may have sufficient money and would not need to raise the assessment.

Mr. Bergmoser inquired if the Board should take the upcoming Motion further and state that the Board would look for another \$700,000 or \$800,000 to partially pay for Phase II out of the cash the District had and the assessments that would be received. This would, at least, minimize the impact of the Special Assessment to the homeowners for CDD#1, on Phase I. Mr. Brougham replied that the Board was unclear what Phase II might cost, at this time. The homeowners' cost from The Foundation could be in excess of \$2,000, but he did not know that yet.

**On MOTION by Mr. Bergmoser and seconded by Mr. Schmitt, with Supervisors Bergmoser, Schmitt, Brougham and Slater in favor and Supervisor Turner dissenting, funding the District's hurricane-related Phase I clean-up costs, through its own available funds and not participating in The Foundation's Plan were approved. [Motion passed 4-1]**

Mr. Brougham stated recalled Mr. Pires' comments on the discussion on checks and balances, controls and verification but he would like to consider asking the District Engineer to present a proposal, at next month's meeting, to act for and on behalf of the District, for inspecting the work performed by the contractors or service providers for Phases II and III. That role would be no different than the role Mr. Cole and his firm currently provide on all construction work performed by outside contractors. He wanted to do this before the District accepted ownership of any asset. He did not know the costs but thought that:

1. Hole Montes was 100% qualified and has been on this project since inception.
2. Neither Mr. or Mrs. Adams had the time or expertise to be in the field doing that type of work, which was not to disparage any inspections or to forego any inspections that they wanted to perform; however, having the District Engineer inspecting the work may provide the Board and residents with an extra measure of assurance; that the work was being looked at by qualified people, was certified and completed in the correct manner and place.

Mr. Brougham stated that he was just asking for a proposal that the Board could talk about and ask questions, for the next meeting. A Board Member asked if that person would interface with The Foundation's Staff Member, in regard to monitoring the work being completed. Mr. Brougham replied affirmatively. Another Board Member recalled that this was done years ago with the previous loan. The Board would interface with The Foundation's representative, Mrs. Adams and Mr. Pires, as necessary. One of the efforts would be to ensure that what is being done is in the CDD's purview, versus the Foundation's or the Homeowner Association's purview. The District would be reviewing that and not trying to step over what The Foundation's inspectors would be doing. The intent would be to have some oversight on what was done.

Mr. Slater stated that Mr. DiNardo said that, once the Board approved the Agreement, Phase II would commence, as soon as possible. If the Board waited one month to find out if Mr. Cole would be working with The Foundation's person, the District would be behind in time.

Mr. Brougham withdrew his Motion and made a new one; "Engage Hole Montes", in this capacity.

**On MOTION by Mr. Brougham and seconded by Mr. Slater, with all in favor, engaging Hole Montes to inspect work completed by The Foundation, was approved.**

Mr. DiNardo stated did not think that the Board knows how many palm trees they have and what is being paid, per unit. Mr. Adams replied that there is a count because there was a movement for the District to perform palm frond trimming, more frequently. Mr. DiNardo asked if the \$550,000 paid by the District was done under contract, or as they go. Mr. Adams stated that some contracts were in place and the District hired contractors, after the fact. Mr. DiNardo stated that his question was whether a contract was done before the work. Mr. Adams replied affirmatively. Mr. DiNardo asked if it was on the entire \$550,000. Mr. Adams replied affirmatively; on some of the contractors. Mr. DiNardo recommended that the Board review the bills and check the account, since the Board was checking him, it was appropriate to get Mr. Cole to check this out. Everyone thought that was fine and Mr. Brougham hoped it would not be adversarial. Mr. DiNardo replied that, until he asked the question, nobody knew how many trees there were.

Mr. Cole stated that, over the next month, as information was gathered and they had an understanding of the time frame, he would provide an estimate of his fees.

**EIGHTH ORDER OF BUSINESS****Continued Discussion/Update: Hurricane Irma Recovery**

Mr. Schmitt stated that, on the Reports that were submitted, which he thought Mr. Cole had already alluded to, items may have been missing and would be added as they go. He did not see on Mulberry that the fence was destroyed after the trees were taken down on the hillside; he did not see any pictures in the Report. Mr. DiNardo stated that work had not even been let out yet. He needed an approval, a restoration phase would occur and then the contractors would give costs, etc. Mr. Brougham stated that the fence, in its entirety around the perimeter, was not entirely down but huge stretches were down and he thought it would behoove them to obtain estimates to repair a whole string, i.e., along Championship Drive. Mr. DiNardo stated that there were two matters; first, the hurricane repair and, second, the extra work the District wanted to complete. Someone could talk to Mr. Minor about this. Mr. Brougham stated that any fencing should look the same, a new fence, versus 20-year old fence, would not look good. Mr. DiNardo was not disagreeing; he just wanted to ensure it was going to become the District's expense and not his.

**NINTH ORDER OF BUSINESS****Acceptance of Unaudited Financial Statements as of September 30, 2017**

Mr. Brougham presented the Unaudited Financial Statements as of September 30, 2017. Assessment revenue collections were at 101% and expenditures were at 104%. Mr. Adams stated that the financials did not include accruals and the District was at 94%, of budget. Accruals would come in during October and there would also be invoices for the hurricane cleanup, which were invoiced in September and not yet applied. More than likely, the District would see a budget amendment at the November meeting, once the accruals were received. Mr. Brougham stated that there were legal, engineering and legal advertising expenses associated with that boundary change. Mr. Adams replied that he had a full accounting of those items and was waiting to close out that project.

Mr. Pires stated that, pursuant to an email received from Mr. Ken van Assenderp, yesterday, 20 days from the date of filing to the Secretary of State, those Rules should be

effectively filed since it was filed on October 24 so it should be finalized at that time. The last remaining step would be to transmit that to Collier County and file it with the Clerk. A Board Member stated it is a minimal amount but a maximum amount was laid out for all this legal work and legal advertising, etc. Mr. Adams reminded the Board that the District’s costs were only for legal and legal advertising, since Mr. Cole had confirmed that he billed the Developer directly. Mr. Adams had an accounting for both Districts, since there is supposed to be a reimbursement. Mr. DiNardo stated he paid the bills directly and asked what bills Mr. Adams was referring to. Mr. Adams replied that Mr. DiNardo paid for Mr. Cole but not for Mr. Pires. Discussion ensued regarding paying bills directly and Mr. DiNardo wanted to see the bills prior to payment, bills charged on the books and Mr. Brougham wanting the bills off the books.

**TENTH ORDER OF BUSINESS**

**Consideration of September 27, 2017  
Regular Meeting Minutes**

Mr. Brougham presented the September 27, 2017 Regular Meeting Minutes and asked for any additions, deletions or corrections.

**On MOTION by Mr. Bergmoser and seconded by Mr. Schmitt, with all in favor, the September 27, 2017 Regular Meeting Minutes, as presented, were approved.**

**ELEVENTH ORDER OF BUSINESS**

**Action Items**

This item was not addressed.

**TWELFTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

There being no report, the next item followed.

**B. District Manager**

**i. NEXT MEETING DATE: November 15, 2017 at 8:00 A.M.**

The next meeting will be held on November 15, 2017 at 8:00 a.m., at this location.

**C. Operations Manager**

Mrs. Adams stated palm pruning would occur in November. Mulching would begin at the end of November. Mr. Brougham asked if it was wise to mulch prior to all the trees being

removed and replaced. Mrs. Adams thought that mulching could occur wherein there were no issues. The stump grinding was expected to commence on Monday, per Mr. DiNardo. Mr. Brougham suggested holding off on the mulching and doing it area-by-area. Mr. Adams suggested doing it in phases, after the fact. A Board Member inquired about the holiday lighting and asked if the palm tree trimming would delay the holiday lighting. Mrs. Adams stated that all the lighting decorations were put up after Hurricane Irma. Mr. Brougham wanted to revisit the Fiddler's Creek Parkway landscape restoration, during the next meeting. He had a report from the Landscape Architect requesting elevations from the Design Review Committee (DRC) and then the hurricane came. The philodendrons looked "ratty" and he wanted to move forward with the restoration of them.

Mrs. Adams stated that, if she could get them, flowers would be planted too. Discussion ensued regarding a flower recommendation sent to Ms. Lord and ensuring that the landscaper understands what he is supposed to get.

**THIRTEENTH ORDER OF BUSINESS****Supervisors' Requests**

Mr. Albeit's information would be put on the District's website. Regarding pressure washing, there was a minor problem with the curb machine but all of the sidewalks on Fiddler's Creek Parkway, to the end of District #1 and up to just past Sandpiper, had been cleaned. The curbs still remained to be completed and Marsh Cove had the curb machine working if one wanted to take a look at that. Mr. Albeit would contact Mrs. Adams to set up milestones so that the District could inspect a completed section and cleaning could move on rather than waiting for the entire job to be completed. Cleaning would continue, on a continual basis, in accordance with the Agreement; sidewalks and curbs would be cleaned twice each year, in lieu of once per year. Mr. Brougham inquired if Mr. Albeit planned to advertise a rate to clean the Villages' curbs. Mr. Albeit replied that would gauge interest and decide, once CDDs #1 and #2 were completed.

**FOURTEENTH ORDER OF BUSINESS****Public Comments**

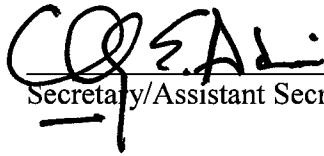
There being no public comments, the next item followed.

**FIFTEENTH ORDER OF BUSINESS****Adjournment**

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

**On MOTION by Mr. Schmitt and seconded by Mr. Slater,  
with all in favor, the meeting adjourned at 9:34 a.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

  
Secretary/Assistant Secretary

  
Chair/Vice Chair