

**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, November 15, 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 (<i>via telephone</i>)	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant Regional Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Carrie Robinson (<i>via telephone</i>)	Special Counsel
Ron Albeit	General Manager - The Foundation
Shannon Benedetti	Landscaping Committee
Jason Cloud	TEM
Jim Fairbanks	TEM – Director of Sales
Marie Puckett	Director of Safety – The Foundation
Marshall Sutker	Resident
Jesse Fritz	Resident
Jim Schutt	Resident
Charles Tibbs	Resident/Bent Creek HOA Board Member
Frank Weinberg	Resident
George Rinetes	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 and Slater were present, in person. Supervisor Turner was attending via telephone. Supervisor Schmitt was not present at roll call.

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

- **Special Counsel Update**

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

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

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

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

- ****Ms. Robinson left the meeting.****
- **TEM SYSTEMS**

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

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

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

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

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

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

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

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

SECOND ORDER OF BUSINESS

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

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

1. The fence that borders Antilles, Bent Creek and Pepper Tree is approximately 40% down and has gaping holes. Critters are entering and there are constantly issues with bears, raccoons, armadillos, etc.
2. Last year, Bent Creek installed, as directed by the CDD, 18 very nice, tall, lush oak trees along the border, to replace vegetation that was cut down. There is an irrigation and buffer system by each of those trees, approximately 30' from the CDD property and he sees and hears the system every time it comes on. To his knowledge, the system has not been on since the hurricane and he is being repeatedly told that it is functioning as it should be but is the area is very dry and the trees no longer look lush and healthy, as they were. He would like to ensure that those trees are being properly irrigated.

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

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

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

THIRD ORDER OF BUSINESS

Special Counsel Update

This item was presented following the First Order of Business.

FOURTH ORDER OF BUSINESS

Developer's Report

There being no report, the next item followed.

FIFTH ORDER OF BUSINESS

Engineer's Report

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

Mr. Cole presented the Coordination Services Agreement (CSA).

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

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

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

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

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

- On a daily basis, Mr. Duprey, has begun sending a report
- Document the work

➤ Spot checks, of the plantings, if necessary but every plant would not be counted

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

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

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

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

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

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

Mr. Cole would discuss this with BrightView, Mr. Dieckmann, Mr. Duprey, and Waldrop, who prepared the report. The Restoration Plan scope of work included landscaping, describing the removal of vegetation and landscaping debris, pruning and staking as necessary, which was what BrightView started. Secondly, is the assessment of landscaping restoration, including planting, landscaping lighting and the irrigation systems; as pruning and removal is being done, those plans will be developed. He is unsure of the time frame but assumed six-

months for his services but it could be longer. The first phase of removal might take 90 days, which represents removal and pruning. The other work related to the Restoration Plan will be for street lighting, signage, fences and bulkheads. Some of the fences cannot be assessed properly until landscaping is removed to view the extent of damage.

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

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

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

Mr. Cole stated that the above were excluded from the Restoration Plan and were not part of The Foundation and the CDD Agreement. He is assessing some of those areas and is aware of some of the lake areas that were damaged. Minor paving might be necessary but the paving project was deferred.

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

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

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

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

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

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

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

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

Mr. Cole stated that, in the future, there will be a contract for landscape plantings, which will be developed over time. Mr. Dieckmann is in the process of developing the street lighting contract; mostly with Bentley Electric (Bentley), who completed most of the District's work for years. He estimated approximately \$250,000 in street lighting work that must be done. Also, they are working to develop a contract with Lykins-Signtek (Lykins) for signage; signage was about \$50,000 or less. The fence work and bulkheads must be developed and would be separate contracts.

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

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

Mr. Pires made the following suggestions:

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

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

He also suggested:

- Paragraph 1, Line 2: Add “in obtaining necessary permits” after the word “support”
This was because, in part of the process, there may be a need to amend plans or permits
- Under Paragraph 3: Add “We will observe and inspect work performed as necessary, and review as built in recorded drawings and inventory of improvements”

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

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

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

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

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

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

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

Discussion ensued regarding the following:

- Timing of BrightView’s work
- Working through CDD #1’s roads and villages, including dates and times
- Mr. Cole not being aware of any damages to the geotubes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Discussion ensued about breaking costs down on a spreadsheet, only including items with an exact quotation in the coming assessment, later assessments once actual numbers are received, additional items that will be added to the assessment, The Foundation affirming the same for the

record and how assessments will be divided between the Club Members and other taxable entities.

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

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

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

SEVENTH ORDER OF BUSINESS

Continued Discussion/Update: Hurricane Irma Recovery

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

EIGHTH ORDER OF BUSINESS

Consideration of October 17, 2017 Special Meeting Minutes

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

Line 55: Change “cross-efficient” to “cost-efficient”

Line 143: Insert “of” after “received a lot”

Line 255: Change “replied that one the Board’s Opinion was that” to “replied that as one Board Member’s opinion, that”

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

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

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

NINTH ORDER OF BUSINESS

Action Items

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

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

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

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

B. District Manager

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

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

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

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

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

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

C. Operations Manager

This item was not addressed.

ELEVENTH ORDER OF BUSINESS

Supervisors' Requests

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

TWELFTH ORDER OF BUSINESS

Public Comments

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

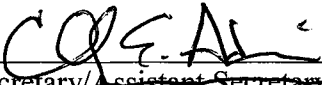
A resident stated that there was a very large tree leaning in Montreux that needs to be taken down. Mr. Brougham stated that his landscaper could remove it for a couple hundred dollars to the resident.

THIRTEENTH ORDER OF BUSINESS Adjournment

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/~~Assistant Secretary~~


Chair/Vice Chair