

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT
DISTRICT #1**

**REGULAR MEETING
AGENDA**

December 6, 2017

Fiddler's Creek Community Development District #1

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-free: (877) 276-0889

November 29, 2017

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors

Fiddler's Creek Community Development District #1

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #1 will hold a Regular Meeting on Wednesday, December 6, 2017 at 8:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. The agenda is as follows:


1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items (*3 minutes per speaker*)
3. Special Counsel Update
4. Developer's Report
5. Engineer's Report
6. Continued Discussion/Update: Hurricane Irma Recovery
7. Discussion/Consideration of Wall Replacement Options (Grady Minor)
8. Acceptance of Unaudited Financial Statements as of October 31, 2017
9. Consideration of October 25, 2017 Regular Meeting Minutes
10. Action Items
11. Staff Reports
 - A. District Counsel
 - B. District Manager
 - i. NEXT MEETING DATE: January 24, 2018 at 8:00 A.M.
 - C. Operations Manager
12. Supervisors' Requests

13. Public Comments

14. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,

A handwritten signature in black ink that reads "C.E. Adams, Jr." with a stylized, cursive script.

Chesley E. Adams, Jr.
District Manager

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2017**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2017**

	General 001	Debt Service Series 2013 Refunded 1999	Debt Service Series 2013 Refunded 2006	Debt Service Series 2014-1 Refunded 2002B	Series 2014- 2A Refunded 2002A	Series 2014- 2B Refunded 2002A	Debt Service Series 2014-3 Refunded 2005	Debt Service Series 2014-4 Refunded 2005	Capital Projects Series 2005	Total Governmental Funds
ASSETS										
Operating accounts										
SunTrust	\$ 126,218	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,218
Assessment account-Iberia	300,244	-	-	-	-	-	-	-	-	300,244
Centennial Bank - MMA	76,542	-	-	-	-	-	-	-	-	76,542
Finemark - MMA	19,092	-	-	-	-	-	-	-	-	19,092
Investments										
Revenue	-	222,988	96,545	236,980	119,453	298,327	210,000	221,850	-	1,406,143
Reserve - series A	-	434,915	25,086	-	-	100,229	-	-	-	560,230
Prepayment	-	28,988	3,324	-	77	496,189	-	-	-	528,578
Prepayment - 2002B exchange	-	-	-	393	-	-	-	-	-	393
Undeposited funds	33,153	-	-	-	-	-	-	-	-	33,153
Due from other funds										
Debt service 2013 refund 2006	2,548	-	-	-	-	-	-	-	-	2,548
Debt service 2013 refund 1999	6,695	-	-	-	-	-	-	-	-	6,695
Debt service 2014-1 refund 2002	4,139	-	-	-	-	-	-	-	-	4,139
Debt service 2014-2A	6,112	-	-	-	-	-	-	-	-	6,112
Capital project 2005	131,786	-	-	-	-	-	-	-	-	131,786
Due from Fiddler's Creek CDD #2	38,800	-	-	-	-	-	-	-	-	38,800
Deposits	5,125	-	-	-	-	-	-	-	-	5,125
Total Assets	<u>\$ 750,454</u>	<u>\$ 686,891</u>	<u>\$ 124,955</u>	<u>\$ 237,373</u>	<u>\$ 119,530</u>	<u>\$ 894,745</u>	<u>\$ 210,000</u>	<u>\$ 221,850</u>	<u>\$ -</u>	<u>\$ 3,245,798</u>
LIABILITIES & FUND BALANCES										
Liabilities:										
Accounts payable	\$ 301,651	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 301,651
Due to other funds										
General fund 001	-	6,695	2,548	4,139	-	6,112	-	-	131,786	151,280
Due to Fiddler's Creek CDD #2	6,532	-	-	-	-	-	-	-	-	6,532
Landshore Enterprises retainage	8,598	-	-	-	-	-	-	-	-	8,598
Total liabilities	<u>316,781</u>	<u>6,695</u>	<u>2,548</u>	<u>4,139</u>	<u>-</u>	<u>6,112</u>	<u>-</u>	<u>-</u>	<u>131,786</u>	<u>468,061</u>
Fund balances:										
Restricted for										
Debt service	-	680,196	122,407	233,234	119,530	888,633	210,000	221,850	-	2,475,850
Capital projects	-	-	-	-	-	-	-	-	(131,786)	(131,786)
Unassigned	433,673	-	-	-	-	-	-	-	-	433,673
Total fund balances	<u>433,673</u>	<u>680,196</u>	<u>122,407</u>	<u>233,234</u>	<u>119,530</u>	<u>888,633</u>	<u>210,000</u>	<u>221,850</u>	<u>(131,786)</u>	<u>2,777,737</u>
Total liabilities and fund balance	<u>\$ 750,454</u>	<u>\$ 686,891</u>	<u>\$ 124,955</u>	<u>\$ 237,373</u>	<u>\$ 119,530</u>	<u>\$ 894,745</u>	<u>\$ 210,000</u>	<u>\$ 221,850</u>	<u>\$ -</u>	<u>\$ 3,245,798</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED OCTOBER 31, 2017**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ -	\$ 2,925,071	0%
Assessment levy: off-roll	37,505	37,505	450,059	8%
Interest	89	89	2,200	4%
Miscellaneous	-	-	15,000	0%
Total revenues	<u>37,594</u>	<u>37,594</u>	<u>3,392,330</u>	1%
EXPENDITURES				
Administrative				
Supervisors	1,076	1,076	12,918	8%
Management	5,044	5,044	60,525	8%
Assessment roll preparation	-	-	25,490	0%
Accounting services	1,647	1,647	19,764	8%
Audit	-	-	15,400	0%
Legal	-	-	25,000	0%
Legal - litigation	-	-	35,000	0%
Engineering	-	-	30,000	0%
Telephone	59	59	706	8%
Postage	-	-	2,300	0%
Insurance	15,644	15,644	17,177	91%
Printing and binding	55	55	659	8%
Legal advertising	322	322	2,000	16%
Office supplies	-	-	750	0%
Annual district filing fee	175	175	175	100%
Trustee	-	-	15,500	0%
Arbitrage rebate calculation	-	-	4,000	0%
Contingencies	1,375	1,375	20,000	7%
Dissemination agent	986	986	11,828	8%
Total administrative	<u>26,383</u>	<u>26,383</u>	<u>299,192</u>	9%
Field management				
Field management services	2,186	2,186	26,237	8%
Total field management	<u>2,186</u>	<u>2,186</u>	<u>26,237</u>	8%
Water management maintenance				
Other contractual	-	-	377,810	0%
Fountains	3,751	3,751	60,000	6%
Total water management maintenance	<u>3,751</u>	<u>3,751</u>	<u>437,810</u>	1%
Street lighting				
Contractual services	-	-	15,000	0%
Electricity	-	-	38,000	0%
Holiday lighting program	-	-	15,000	0%
Miscellaneous	-	-	1,500	0%
Total street lighting	<u>-</u>	<u>-</u>	<u>69,500</u>	0%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED OCTOBER 31, 2017**

	Current Month	Year To Date	Budget	% of Budget
Landscaping				
Other contractual - landscape maintenance	-	-	1,060,000	0%
Other contractual - flowers	-	-	42,000	0%
Improvements and renovations	-	-	145,000	0%
Contingencies	-	-	25,000	0%
Total landscaping	-	-	<u>1,272,000</u>	0%
Access control				
Contractual services	95	95	377,332	0%
Rentals and leases	-	-	33,789	0%
Fuel	-	-	7,231	0%
Repairs and maintenance - parts	-	-	4,172	0%
Repairs and maintenance - gatehouse	410	410	13,905	3%
Insurance	4,599	4,599	5,006	92%
Operating supplies	2,748	2,748	25,029	11%
Capital outlay	-	-	11,124	0%
Total access control	<u>7,852</u>	<u>7,852</u>	<u>477,588</u>	2%
Roadway				
Contractual services	-	-	5,000	0%
Roadway maintenance	-	-	110,000	0%
Capital outlay	-	-	462,910	0%
Total roadway	-	-	<u>577,910</u>	0%
Irrigation supply				
Electricity	-	-	750	0%
Repairs and maintenance	119	119	1,500	8%
Supply system	2,564	2,564	123,200	2%
Total irrigation supply	<u>2,683</u>	<u>2,683</u>	<u>125,450</u>	2%
Other fees & charges				
Property appraiser	41,569	41,569	45,704	91%
Tax collector	-	-	60,939	0%
Total other fees & charges	<u>41,569</u>	<u>41,569</u>	<u>106,643</u>	39%
Total expenditures	<u>84,424</u>	<u>84,424</u>	<u>3,392,330</u>	2%
Excess/(deficiency) of revenues over/(under) expenditures	(46,830)	(46,830)	-	
Fund balances - beginning	480,503	480,503	748,929	
Fund balances - ending	<u>\$ 433,673</u>	<u>\$ 433,673</u>	<u>\$ 748,929</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2013 (REFUNDED SERIES 1999)
FOR THE PERIOD ENDED OCTOBER 31, 2017**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll net	\$ -	\$ -	\$ 886,729	0%
Interest	351	351	-	N/A
Total revenues	<u>351</u>	<u>351</u>	<u>886,729</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	730,000	0%
Interest	-	-	124,400	0%
Total debt service	<u>-</u>	<u>-</u>	<u>854,400</u>	0%
Other fees & charges				
Property appraiser	12,601	12,601	13,855	91%
Tax collector	-	-	18,474	0%
Total other fees & charges	<u>12,601</u>	<u>12,601</u>	<u>32,329</u>	39%
Total expenditures	<u>12,601</u>	<u>12,601</u>	<u>886,729</u>	1%
Excess/(deficiency) of revenues over/(under) expenditures	(12,250)	(12,250)	-	
Fund balances - beginning	692,446	692,446	654,174	
Fund balances - ending	<u>\$ 680,196</u>	<u>\$ 680,196</u>	<u>\$ 654,174</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2013 (REFUNDED SERIES 2006)
FOR THE PERIOD ENDED OCTOBER 31, 2017**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 436,273	0%
Interest	63	63	-	N/A
Total revenues	<u>63</u>	<u>63</u>	<u>436,273</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	507,061	0%
Interest	-	-	18,488	0%
Total debt service	<u>-</u>	<u>-</u>	<u>525,549</u>	0%
Other fees & charges				
Property appraiser	6,200	6,200	6,817	91%
Tax collector	-	-	9,089	0%
Total other fees & charges	<u>6,200</u>	<u>6,200</u>	<u>15,906</u>	39%
Total expenditures	<u>6,200</u>	<u>6,200</u>	<u>541,455</u>	1%
Excess/(deficiency) of revenues over/(under) expenditures	(6,137)	(6,137)	(105,182)	
Fund balances - beginning	128,544	128,544	118,631	
Fund balances - ending	<u>\$ 122,407</u>	<u>\$ 122,407</u>	<u>\$ 13,449</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-1 (REFUNDED SERIES 2002B)
FOR THE PERIOD ENDED OCTOBER 31, 2017**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 548,352	0%
Interest	121	121	-	N/A
Total revenues	<u>121</u>	<u>121</u>	<u>548,352</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	190,000	0%
Interest	-	-	340,525	0%
Total debt service	<u>-</u>	<u>-</u>	<u>530,525</u>	0%
Other fees & charges				
Property appraiser	7,793	7,793	8,568	91%
Tax collector	-	-	11,424	0%
Total other fees & charges	<u>7,793</u>	<u>7,793</u>	<u>19,992</u>	39%
Total expenditures	<u>7,793</u>	<u>7,793</u>	<u>550,517</u>	1%
Excess/(deficiency) of revenues over/(under) expenditures	(7,672)	(7,672)	(2,165)	
Fund balances - beginning	240,906	240,906	229,034	
Fund balances - ending	<u>\$ 233,234</u>	<u>\$ 233,234</u>	<u>\$ 226,869</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-2A (REFUNDED SERIES 2002A)
FOR THE PERIOD ENDED OCTOBER 31, 2017**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ 119,391	\$ 119,391	\$ 363,906	33%
Interest	74	74	-	N/A
Total revenues	<u>119,465</u>	<u>119,465</u>	<u>363,906</u>	33%
EXPENDITURES				
Debt service				
Principal	-	-	125,000	0%
Interest	-	-	238,906	0%
Total debt service	<u>-</u>	<u>-</u>	<u>363,906</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	119,465	119,465	-	
Fund balances - beginning	65	65	-	
Fund balances - ending	<u>\$ 119,530</u>	<u>\$ 119,530</u>	<u>\$ -</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-2B (REFUNDED SERIES 2002A)
FOR THE PERIOD ENDED OCTOBER 31, 2017**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ -	\$ 688,508	0%
Assessment levy: off-roll	-	-	79,450	0%
Interest	355	355	-	N/A
Total revenues	<u>355</u>	<u>355</u>	<u>767,958</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	220,000	0%
Interest	-	-	459,250	0%
Total debt service	<u>-</u>	<u>-</u>	<u>679,250</u>	0%
Other fees & charges				
Property appraiser	9,785	9,785	10,758	91%
Tax collector	-	-	14,344	0%
Total other fees & charges	<u>9,785</u>	<u>9,785</u>	<u>25,102</u>	39%
Total expenditures	<u>9,785</u>	<u>9,785</u>	<u>704,352</u>	1%
Excess/(deficiency) of revenues over/(under) expenditures	(9,430)	(9,430)	63,606	
Net change in fund balances	(9,430)	(9,430)	63,606	
Fund balances - beginning	898,063	898,063	320,063	
Fund balances - ending	<u>\$ 888,633</u>	<u>\$ 888,633</u>	<u>\$ 383,669</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-3 (REFUNDED SERIES 2005)
FOR THE PERIOD ENDED OCTOBER 31, 2017**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ 209,964	\$ 209,964	\$ 590,000	36%
Total revenues	<u>209,964</u>	<u>209,964</u>	<u>590,000</u>	36%
EXPENDITURES				
Debt service				
Principal	-	-	170,000	0%
Interest	-	-	420,000	0%
Total debt service	<u>-</u>	<u>-</u>	<u>590,000</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	209,964	209,964	-	
Fund balances - beginning	36	36	3	
Fund balances - ending	<u>\$ 210,000</u>	<u>\$ 210,000</u>	<u>\$ 3</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-4 (REFUNDED SERIES 2005)
FOR THE PERIOD ENDED OCTOBER 31, 2017**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	<u>\$ 221,812</u>	<u>\$ 221,812</u>	<u>\$ 623,700</u>	36%
Total revenues	<u>221,812</u>	<u>221,812</u>	<u>623,700</u>	36%
EXPENDITURES				
Debt service				
Principal	-	-	180,000	0%
Interest	-	-	443,700	0%
Total debt service	<u>-</u>	<u>-</u>	<u>623,700</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	221,812	221,812	-	
Fund balances - beginning	38	38	2,368	
Fund balances - ending	<u>\$ 221,850</u>	<u>\$ 221,850</u>	<u>\$ 2,368</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2005
FOR THE PERIOD ENDED OCTOBER 31, 2017**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 Fund balances - beginning	 <u>(131,786)</u>	 <u>(131,786)</u>
Fund balances - ending	<u><u>\$ (131,786)</u></u>	<u><u>\$ (131,786)</u></u>

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

3
4 The Board of Supervisors of the Fiddler’s Creek Community Development District #1
5 held a Regular Meeting on Wednesday, October 25, 2017 at 8:00 a.m., at the Fiddler’s Creek
6 Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.
7

8 **Present at the meeting were:**

9
10 Phil Brougham Chair
11 Gerald Bergmoser Vice Chair
12 Robert Slater Assistant Secretary
13 Charles Turner (*via telephone*) Assistant Secretary
14 Joseph Schmitt Assistant Secretary
15

16 **Also present were:**

17
18 Chuck Adams District Manager
19 Cleo Adams Assistant Regional Manager
20 Tony Pires District Counsel
21 Terry Cole District Engineer
22 Ron Albeit The Foundation
23 Tony DiNardo Developer
24 Valerie Lord Developer Counsel
25 Renee McIntosh TEM - President
26 Jim Fairbanks TEM – Director of Sales
27 Marie Puckett Director of Safety – The Foundation
28 Rory _____ Director of Engineering
29 Marshall Sector Resident
30 Joe Bedessa Resident
31 Jesse Fritz Resident
32
33

34 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

35
36 Mr. Adams called the meeting to order at 8:01 a.m. Supervisors Brougham, Bergmoser,
37 Slater and Schmitt were present, in person. Supervisor Turner was attending via telephone.
38

39 **On MOTION by Mr. Bergmoser and seconded by Mr. Slater,**
40 **with all in favor, authorizing Mr. Turner’s attendance and full**
41 **participation, via telephone, due to exceptional circumstances,**
42 **was approved.**
43
44

45 **SECOND ORDER OF BUSINESS**46 **Public Comments: Non-Agenda Items (3**
47 **minutes per speaker)**

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

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

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

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

79 Sincerely,

80 Nancy Payton

81 7622 Mulberry Lane

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

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

94

95 **THIRD ORDER OF BUSINESS**

Special Counsel Update

96

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

100

101 **FOURTH ORDER OF BUSINESS**

Developer’s Report

102

103 There being no report, the next item followed.

104

105 **FIFTH ORDER OF BUSINESS**

Engineer’s Report

106

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

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

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

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

120

**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.**

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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 Lake, 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

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

145

146 **SIXTH ORDER OF BUSINESS**

**Discussion: TEM Systems Response Time
and Equipment Delivery**

147

148

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

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

174

175 SEVENTH ORDER OF BUSINESS

175 Consideration of Coordination Services
176 Agreement between Fiddler's Creek
177 Foundation, Inc., and Fiddler's Creek
178 Community Development District #1
179

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

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

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

211

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]

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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.

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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

245 work, the District having the right to inspect the work, Mr. Pires stating that the District could
246 inspect the work, the contractors being held to a standard; the District being a third-party, public
247 records being confidential which was boiler plate language, various versions of the Agreement
248 and this being an instance of everyone not being independent.

249 Mr. Brougham stated that, the Foundation, through its credit facility, offered this options
250 to the CDD to get cleaned up and restored, as quickly as possible. There were concerns if the
251 proper controls, checks and balances were in place; opinions were heard and he thought that,
252 with contracts of this size everyone would be very diligent.

253 Mr. Marshall Sector, a resident, asked the following questions:

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

255 Mr. Brougham replied, yes, ultimately.

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

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

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

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

274 Mr. Sector did not feel he got an answer to his question and Mr. Brougham suggested he
275 ask Mr. DiNardo after the meeting, as these were not questions for the Board. Mr. Sector

276 attempted to ask his question again and Mr. DiNardo stated that nobody understood. He
277 reiterated his Plan and continued to speak to the Board and the residents about what would occur.

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

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

308 Foundation's loan Plan but, if applying participating, it would ultimately go into The
309 Foundation's bill or assessment, for the whole hurricane cleanup. Mr. Bedessa inquired if there
310 would have to be another assessment to make up for it. A Board Member replied that he did not
311 know. If the Board decided to pay for 2019, for all he knew, the District may have sufficient
312 money and would not need to raise the assessment.

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

320
321 **On MOTION by Mr. Bergmoser and seconded by Mr. Schmitt,**
322 **with Supervisors Bergmoser, Schmitt, Brougham and Slater in**
323 **favor and Supervisor Turner dissenting, funding the District's**
324 **hurricane-related costs, through its own available funds and**
325 **not participating in The Foundation's Plan were approved.**
326 **[Motion passed 4-1]**

327
328
329 Mr. Brougham stated recalled Mr. Pires' comments on the discussion on checks and
330 balances, controls and verification but he would like to consider asking the District Engineer to
331 present a proposal, at next month's meeting, to act for and on behalf of the District, for
332 inspecting the work performed by the contractors or service providers for Phases II and III. That
333 role would be no different than the role Mr. Cole and his firm currently provide on all
334 construction work performed by outside contractors. He wanted to do this before the District
335 accepted ownership of any asset. He did not know the costs but thought that:

- 336 1. Hole Montes was 100 % qualified and has been on this project since inception.
337 2. Neither Mr. or Mrs. Adams had the time or expertise to be in the field doing that type of
338 work, which was not to disparage any inspections or to forego any inspections that they
339 wanted to perform; however, having the District Engineer inspecting the work may
340 provide the Board and residents with an extra measure of assurance; that the work was

341 being looked at by qualified people, was certified and completed in the correct manner
342 and place.

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

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

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

358
359 **On MOTION by Mr. Brougham and seconded by Mr. Slater,**
360 **with all in favor, engaging Hole Montes to final inspect work**
361 **completed by The Foundation, was approved.**

362
363
364 Mr. DiNardo stated did not think that the Board knows how many palm trees they have
365 and what is being paid, per unit. Mr. Adams replied that there is a count because there was a
366 movement for the District to perform palm frond trimming, more frequently. Mr. DiNardo asked
367 if the \$550,000 paid by the District was done under contract, or as they go. Mr. Adams stated
368 that some contracts were in place and the District hired contractors, after the fact. Mr. DiNardo
369 stated that his question was whether a contract was done before the work. Mr. Adams replied
370 affirmatively. Mr. DiNardo asked if it was on the entire \$550,000. Mr. Adams replied
371 affirmatively; on some of the contractors. Mr. DiNardo recommended that the Board review the
372 bills and check the account, since the Board was checking him, it was appropriate to get Mr.
373 Cole to check this out. Everyone thought that was fine and Mr. Brougham hoped it would not be

374 adversarial. Mr. DiNardo replied that, until he asked the question, nobody knew how many trees
375 there were.

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

378

379 **EIGHTH ORDER OF BUSINESS**

**Continued Discussion/Update: Hurricane
Irma Recovery**

380

381

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

395

396 **NINTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of September 30, 2017**

397

398

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

408 Mr. Pires stated that, pursuant to an email received from Mr. Ken van Assenderp,
 409 yesterday, 20 days from the date of filing to the Secretary of State, those Rules should be
 410 effectively filed since it was filed on October 24 so it should be finalized at that time. The last
 411 remaining step would be to transmit that to Collier County and file it with the Clerk. A Board
 412 Member stated it is a minimal amount but a maximum amount was laid out for all this legal work
 413 and legal advertising, etc. Mr. Adams reminded the Board that the District's costs were only for
 414 legal and legal advertising, since Mr. Cole had confirmed that he billed the Developer directly.
 415 Mr. Adams had an accounting for both Districts, since there is supposed to be a reimbursement.
 416 Mr. DiNardo stated he paid the bills directly and asked what bills Mr. Adams was referring to.
 417 Mr. Adams replied that Mr. DiNardo paid for Mr. Cole but not for Mr. Pires. Discussion ensued
 418 regarding paying bills directly and Mr. DiNardo wanted to see the bills prior to payment, bills
 419 charged on the books and Mr. Brougham wanting the bills off the books.

420

TENTH ORDER OF BUSINESS

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

421
 422
 423
 424 Mr. Brougham presented the September 27, 2017 Regular Meeting Minutes and asked for
 425 any additions, deletions or corrections.

426

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

428

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ELEVENTH ORDER OF BUSINESS

Action Items

This item was not addressed.

435

TWELFTH ORDER OF BUSINESS

Staff Reports

436

437

A. District Counsel

There being no report, the next item followed.

439

B. District Manager

440

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

441

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

442

443

444 **C. Operations Manager**

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

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

460

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

462

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

474

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476

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

478

479 There being no public comments, the next item followed.

480

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

482

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

484

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

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DRAFT

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Secretary/Assistant Secretary

Chair/Vice Chair

DRAFT

ACTIVE ACTION ITEMS

For December 6, 2017 Meeting

Action Item status updates to be provided prior to or at the meeting.

DATE ADDED

1. **12/11/13** Per Mr. Brougham's direction, Mr. Cole, Mr. Pires and Ms. Crismond are responsible for providing Mr. Adams with a status update of their items, so Mr. Adams can update the "Action Items" list. **ONGOING**
2. **12/11/13** Going forward, Mr. Adams will ensure that information is disseminated to all Board Members, not just Mr. Brougham. **ONGOING**
3. **11/19/14** Per Mr. Brougham, Staff will communicate anything of major importance to residents, via The Foundation, such as tree removal to keep residents informed. **ONGOING**
4. **06/24/15** Per Mr. Brougham, Ms. Crismond will include an informational item in the Operations Report, if an "out-of-the-ordinary" project was completed. **ONGOING**
5. **06/22/16** District Engineer will schedule and perform a semi-annual sidewalk review for trip hazards, slip/fall, cleaning needs and structural integrity. **ONGOING**
6. **10/05/16** Mr. Albeit will remind the village boards to submit their whitefly treatment data. **ONGOING**
7. **03/22/17** Place conveyed parcels on Action Item List. **ONGOING**
8. **03/22/17** Mr. Adams will provide proposal for web based GIS map and give presentation at a future meeting. **ONGOING**
9. **07/26/17** Per Mr. Brougham's direction, Staff to verify whether on-site staff could control the irrigation systems, through the main computer and whether Wesco installed rain sensors on local controllers. **ONGOING**
10. **07/26/17** Per Mr. Brougham's direction, security to be reminded of their responsibility to report irrigation issues to the gatehouse. **ONGOING**
11. **07/26/17** Ms. Benedetti to ask Mr. Albeit to include the irrigation matter in the newsletter so residents know who to contact regarding irrigation issues and Mr. Brougham to request that an e-blast be sent to remind residents to call the gate to report sprinkler issues. **ONGOING**
12. **07/26/17** Mr. Cole to complete his update of the overall budget; including the status of projects and expenditures, versus the estimate. **ONGOING**
13. **07/26/17** A proposal to be obtained from Collier Paving for necessary road repairs. **ONGOING**

ACTIVE ACTION ITEMS

Action Item status updates to be provided prior to or at the meeting.

DATE ADDED

14. 07/26/17 Per Mr. Brougham, Safety Presentation by Mr. Albeit and Ms. Puckett to be included on the next agenda. **ONGOING**
15. 07/26/17 Mr. Adams to re-classify the new security vehicle expense from “Operating supplies” to “Rentals and leases”. **ONGOING**
16. 07/26/17 Mr. Adams to find out and apprise the Board of how much the Developer would reimburse the District for legal costs related to the boundary amendments. **ONGOING**
17. 07/26/17 Mrs. Adams to obtain a more accurate estimate from the landscaper for the landscape renovation project. **ONGOING**
18. 08/30/17 Per Mr. Brougham, include discussion of a proposal process policy, possibly expanding the Manager’s spending threshold for routine maintenance or contracting for on-call services, on the next agenda. **ONGOING**
19. 08/30/17 Staff to ensure that security documents and Post Orders are up-to-date and that the guards understand them. **ONGOING**
20. 08/30/17 Security to report road spills to Mr. Cole and Mrs. Adams. **ONGOING**
21. 08/30/17 Mr. Adams to obtain details of why “Repairs and maintenance” expenses were at 616% **ONGOING**
22. 08/30/17 Mr. Adams to obtain details about the expenses for clickers and the number of clickers disbursed. **ONGOING**
23. 09/27/17 Per Mr. Brougham’s direction, for Mr. Pires and Mr. Adams, with direct input from Mr. DiNardo to provide a fully clarified and detailed report on The Foundation’s proposed restoration plan. **ONGOING**
24. 10/17/17 Per Mr. Brougham, Mr. Adams to make a note that CDD debris was being put in Montreux since he was not aware of that. **ONGOING**
25. 10/17/17 At the October 25, 2017 meeting, the Board would discuss whether to proceed with that using funds previously budgeted for repaving or if repaving should be tabled and the funds utilized for another purpose. **ONGOING**
26. 10/17/17 Mr. Binkowski, of Waldrop, would prepare a Design Concept to be presented at the November meeting, followed by preparation of the Restoration Plan, to be presented at a future date, and then the work would be bid out. **ONGOING**

COMPLETED ACTION ITEMS

**DATE MOVED TO
COMPLETED**

1.