

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

A Regular Meeting of the Board of Supervisors of the Fiddler's Creek Community Development District #2 was held on Wednesday, November 15, 2017 at 10:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present at the meeting were:

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| Elliot Miller | Chair |
| Victoria DiNardo | Vice Chair |
| Joseph Mayer | Assistant Secretary |
| Linda Viegas | Assistant Secretary |
| Bill Klug | Assistant Secretary |

Also present were:

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| Chuck Adams | District Manager |
| Cleo Adams | Assistant Regional Manager |
| Tony Pires | District Counsel |
| Terry Cole | District Engineer |
| Carrie Robinson (<i>via telephone</i>) | Tobin & Reyes, P.A., Litigation Counsel |
| Valerie Lord | Developer Counsel |
| Marie Puckett | Fiddler's Creek Security |
| Craig Chamberlin | Resident |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:00 a.m. All Supervisors were present, in person.

SECOND ORDER OF BUSINESS

Public Comments: Non-Agenda Items

There being no public comments on non-agenda items, the next item followed.

THIRD ORDER OF BUSINESS

Special Counsel Update

Counsel was on the phone. Mr. Miller asked Ms. Robinson to give an update on both the interpleader case and the U.S. Bank issues. In response to Mr. Miller's question regarding witnesses, Ms. Robinson acknowledged seeing Mr. Brougham's name, from CDD #1, on the list of witnesses for the U.S. Bank depositions and stated that the cases were consolidated.

Ms. Robinson reported that there was a hearing on October 25, related to certain motions to strike replies that were asserted by U.S. Bank and the ITG defendant. The District prevailed on all issues, the motions to strike were denied and the case was now considered "at issue," which meant that the pleadings were closed, a scheduled pre-trial deadline was entered, by the courts, and a trial date was pending. Mr. Miller noted that five years had elapsed between the filing of the summons/complaint and the case reaching "at issue" status. Ms. Robinson stated that, in the meantime, other aspects of the case were moving forward, including a case management conference, before Judge Shenko, on November 21, at 3:00 p.m., where the case would receive an anticipated ready for trial date as well as pre-trial deadlines leading up to the trial date. In response to Mr. Miller's question regarding the length of the case management conference, Ms. Robinson stated that the judge allotted one-hour for the conference, but it would probably be shorter, and all attorneys were asked to coordinate with each other, compare schedules and reach agreements ahead of the conference. A ready trial date should be set for December of 2018. In response to Mr. Miller's question, Ms. Robinson stated that Mr. Abbey Kaplan was participating for ITG, and Mr. Underwood represented the ITG defendants in the interpleader actions only. Mr. Underwood appeared in a five-minute conference in October, had nothing to add other than he would not appear on behalf of ITG on the main underlying actions. Mr. Miller asked if the issue of interrogatories and document production was raised above and beyond what has happened so far. Ms. Robinson stated that none were raised and the pre-trial deadline was mainly for fact discovery, which included written discovery requests as well as depositions. In response to Mr. Miller's question regarding whether there were any outstanding interrogatories and document production requests, Ms. Robinson was uncertain but would investigate and inform the Board. She stated that the goal was to set pre-trial schedules for the upcoming case management conference on November 21.

As to the interpleader action, Ms. Robinson stated it was also set for a case management conference and participating attorneys were asked to coordinate and reach an agreement on a pre-trial schedule, but those efforts were not as fruitful. Fortunately, that case management conference was further down the line and the CDD #2 case against US Bank was a bigger priority, as far as setting deadlines. In response to Mr. Miller's question, Ms. Robinson stated that the case management conference for the interpleader was set for early December and confirmed that Mr. Underwood was involved with the case. As to whether Mr. Underwood was showing usual signs of lack of cooperation in terms of scheduling, Ms. Robinson stated that he

was not. In response to Mr. Miller's question as to whether there was any spillover of emotion from Naples Lending to the interpleader with Mr. Underwood, Ms. Robinson replied no. Mr. Miller asked to be apprised of the date for the interpleader case management conference. There being nothing further, Ms. Robinson was released.

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

FOURTH ORDER OF BUSINESS**Developer's Report/Update**

Ms. Lord, representing the Developer, stated there was nothing to report or update. Ms. Lord did add that she was working with the interim project manager on the hurricane restoration project, and the CDD restoration work did start on Monday. Mr. Miller asked for an update on the search for a permanent project manager. Ms. Lord would make inquiries and apprise the Board.

FIFTH ORDER OF BUSINESS**Engineer's Report**

Mr. Cole presented a Capital Improvement Revenue Bond, Series 2015, proposal in the amount of \$30,349.05, which included a landscape irrigation invoice and soft costs to Grady Minor and Waldrop Engineering. Mr. Miller asked for an explanation of the \$20,635.60 for Oyster Harbor retainage. Mr. Cole stated that it was for the installation of items at new homes in Oyster Harbor.

Mr. Miller stated that the Board previously discussed employing Hole Montes as the District's agent in connection with the coordination of work for the restoration of the community and Mr. Cole was asked to submit a proposal that would be very favorable to the District. In response to Mr. Miller's request, Mr. Cole presented his proposal. In describing the scope of work in the proposal, Mr. Cole reported the following:

- He previously met with the team at The Foundation, including Mr. Tony DiNardo, Mr. Robert Dieckmann, Mr. Doug Duprey and Grady Minor Engineering, regarding the restoration project.
- Mr. Duprey performed daily inspections and followed up with BrightView Landscaping (BrightView), who commenced the restoration work along Fiddler's Creek Parkway on Monday. Mr. Duprey submitted daily reports of his findings.

- He met with Mr. Duprey again, on Monday, to review processes and procedures for how Hole Montes would provide oversight services to the District.

In response to Mr. Miller's question regarding Mr. Duprey's function, Mr. Cole reiterated that Mr. Duprey performed day-to-day inspection and coordination on behalf of The Foundation. Mr. Miller asked if the work Mr. Duprey was doing on the restoration project was taking time away from his work as a Security Supervisor, reporting to Ms. Puckett. Ms. Puckett stated Mr. Duprey was already on patrol and the inspections were in addition to his security function. In response to Mr. Miller's question regarding compensation, Ms. Puckett stated that Mr. Duprey was not getting paid extra because the added duties related to what he was already doing. Mr. Miller asked how much time was devoted to working on the restoration project. Ms. Puckett stated that it was hard to say since Mr. Duprey was on patrol all day and this was part of his daily work.

- Mr. Cole stated that Mr. Duprey and Mr. Dieckmann performed essential duties while he provided oversight and would perform spot checks along with Ms. Amber Jergensen, his assistant. In response to Mr. Miller's question, Mr. Cole stated that Ms. Jergensen was a colleague who prepared maps and was very familiar with Fiddler's Creek.
- Ms. Jergensen would soon commence meeting with Mr. Duprey on a bi-weekly basis to compare notes, update the records, and each month, as pay requests arrived from the contractor, she or Mr. Cole would audit all entries.
- Mr. Cole prepared exhibits to aid in the viewing and documentation for the CDD.
- Grady Minor prepared a street lighting map for the entire community.
- Mr. Cole overlaid the district roads, on that map, for CCD #1 and #2; if, for instance, work was being performed on Aviamar, there are three cul-de-sacs that are not CDD roadways so those streetlights would not be part of that work.
- A list of 175 streetlights to be repaired was received, yesterday, and Mr. Cole was specifying whether the light poles were in CDD #1, #2, or an HOA. In response to Mr. Miller's question, Mr. Cole stated that The Foundation and Bentley Electric forwarded the list. Ms. Viegas stated that the light posts that were not part of the District, per Mr. Cole, were most likely part of the Villages in Aviamar and asked if they had all joined in on the full restoration plan. Discussion ensued regarding the street lights, three cul-de-sacs, District roads and undeveloped lands.
- Engineering prepared exhibits on large scale maps with aerials to aid in the reviews.

Mr. Miller asked if CDD #1 was on board with the agreement. Mr. Cole stated that CDD #1 agreed to it in concept, with certain changes, and had not yet executed it. Mr. Cole would keep the Board updated on the outcome.

- Mr. Cole continued and said he would review and document completed work, review invoices, and record drawings at the end.
- Mr. Cole would also meet with Foundation representatives on a bi-weekly basis and inspect and observe work as, necessary, and provide exhibits.

In response to Mr. Miller's question, Mr. Cole clarified that The Foundation representatives were Mr. Dieckmann and Mr. Duprey. Mr. Cole stated that there was some jumbled nomenclature in the proposal and apologized for it. He stated that the scope of work would involve landscape restoration and planting, and hardscape items, including street lighting, signage, fencing, bulkheads, etc. BrightView was awarded the phase 2 landscape contract and was currently performing tree pruning, staking, and removal, as well as stump removal.

- The BrightView contract was for \$1.5 million and about \$300,000 was for CDD #1, \$500,000 was for CDD #2 and the remainder was HOA/Foundation.
- Waldrop Engineering was in the process of developing a landscape planting plan.
- BrightView anticipated completing their portion of the restoration in three months, while Mr. Cole anticipated a minimum of six months in his proposal because after the trees were removed, tree plantings would commence as well as street lighting and signage, fencing, and bulkhead work.

Mr. Miller asked if the three months that Mr. Cole alluded to was for the removal of vegetation, landscape debris, and pruning which was separate and apart from the work that would be done in the spring, and if the work that would be done in the spring would be included in Mr. Cole's extensive oversight, including the replanting. Mr. Cole replied affirmatively. Once the material was removed or as it was being removed, Grady Minor would develop a scope of work for the walls and fences. In response to Mr. Miller's question, Mr. Cole had not reviewed the contracts before they were signed, and would be reviewing them now. He recently received BrightView's contract, which was subsequently forwarded to Management and District Counsel. The certificate of insurance would be forwarded upon receipt. Mr. Miller asked Mr. Cole what was included in his scope of work, ongoing. Mr. Cole replied, The Foundation and Grady Minor were doing the bulk of the work, and he was responsible for the auditing. He reiterated that he recently received a request to identify 175 streetlights.

Mr. Klug asked Mr. Cole, if the stabilization of lake banks was addressed, as it was a very big ticket item that was not addressed last year. In response to Mr. Klug's question, Mr. Cole stated that he was unsure how the lake would be stabilized until the vegetation was removed, but he did provide an estimate of \$60,000 to \$70,000 to repair that western bank of the lake. Until the stumps are removed, it was uncertain if geotubes would be necessary. Mr. Miller asked if geotubes were presently in Lake #88. Mr. Cole stated that they were in a big part of it, but repair efforts were pending along the west side, because the trees were stabilizing that bank. Mr. Klug stated that the bank would go once the tree stumps were removed and asked if Mr. Cole was formulating a plan to address that issue up front. Mr. Cole replied that the issue was identified and addressed during last month's meeting and once the trees were removed and the conditions examined, they would determine if geotubes should be applied, or some other method used. Mr. Miller suggested that Mr. Klug retain the issue as an action item for Mr. Cole. The Board wanted to know why the lakes were not part of the restoration plan. Mr. Cole stated that Mr. DiNardo did not include it and he had previously requested that \$60,000 be set aside for that item when the budget was developed for Fiscal Year 2018. Mr. Miller directed Mr. Cole to confer with Mr. DiNardo and find out if lake stabilization could be included in the overall restoration plan. Mr. Cole recollected that Mr. DiNardo had procured a maximum number, which was already reached in the overall budget. Mr. Miller stated that it was a very flexible number and urged Mr. Cole to revisit the issue, to see if that could be included in the restoration plan. Ms. DiNardo asked Mr. Cole if he would provide an up-to-date report on how the plan was progressing along with the audits. Mr. Cole replied affirmatively and specified that BrightView was responsible for landscape clearing and stump grinding, Bentley Electric would repair the streetlights, and Lykins Signtek would complete the signage. Other contractors would be hired for the walls and bulkhead service, so there will be several contracts. For each of these contracts, Mr. Cole would forward all related paperwork and documentation to District Staff.

Mr. Pires made the following changes to the proposal during the earlier CDD #1 meeting:

- On Page 1, Number 1 of the proposal, after "verify invoices," insert "verify applications for payment and certifications of cost" and after "provide support" insert "in obtaining necessary permits." Mr. Pires stated that the adjustments were to avoid issues in case permits were required.
- On Page 1, Number 3 was amended to read, "We will observe and inspect work performed as necessary."

- On Page 1, Number 4 of the proposal after "as necessary," insert "and review as-builts and record drawings."

As to the items that were not included in the restoration plan, Mr. Cole was only aware of one area in CDD #2, along the irrigation lake, and would investigate the matter further. Mr. Miller asked for estimates for the geotubes. Mr. Cole replied that geotubes averaged \$40 or \$50 per linear foot and approximately 500' of geotubes would be required in Lake #88, which is why he previously requested the \$60,000 allotment in the District's budget. Mr. Miller stated that the Board would try to redirect those funds towards the Plan's budget.

- Road repairs were deferred; the pothole at the main gate will be added as a repair item and could be deferred. Mr. Miller asked if the street work was necessary along Fiddler's Creek Parkway, near Cherry Oaks and was it for CDD #1 or #2. Mr. Cole replied CDD #1 and stated that the sidewalk was in dire need of repair. In response to Ms. DiNardo's question as to where the District began, Mr. Cole stated that it began on the other side of the bridge.

- 40 or 50% of the catch basins were cleaned before the storm; the remainder was cleaned after the storm. Mr. Cole would check to see if any others need to be cleaned. In response to a question, Mr. Cole stated that the Developer cleaned the catch basins as well and only 10 to 15% of the basins that were re-checked needed cleaning. The basins would be considered maintenance items and were not included in the restoration plan.

Ms. Viegas questioned Waldrop's final report which stated the District would be responsible to assess damage to irrigation and landscape lighting. She was concerned the District may be responsible for additional costs in these areas and wanted to know if these areas had been assessed. Mr. Cole understood that Waldrop performed a thorough assessment and would follow up. Ms. Viegas recalled that at the previous meeting she requested a description of the project manager's responsibilities from Mr. DiNardo and the Board had not yet received it. She was concerned that those responsibilities were being duplicated as Mr. Duprey was functioning as a project manager in addition to his security role, and Mr. Dieckmann was also performing similar duties in his role as interim project manager. In response to Mr. Miller's question regarding Mr. Dieckmann's job status, Ms. Lord stated that Mr. Dieckmann was a Fiddler's Creek employee and was serving as an interim project manager. Mr. Miller stated if there is going to be a permanent project manager, a job description would be prepared as part of the search, and requested a copy of the job description for the Board. Ms. Lord would follow up and apprise the Board. Mr. Miller stated that there should not be any overlap and that Mr. Duprey was not

getting paid extra for doing additional work. Mr. Cole stated Mr. Duprey's daily log showed what was done based on categories, be it staking, or removal and stump grinding. It was all being tied back to the contract with BrightView. Mr. Cole would review Mr. Duprey's numbers and track those numbers during the bi-weekly meetings. Discussion ensued regarding the project manager's responsibilities and job description. Mr. Miller directed Ms. Lord to note that what Mr. Duprey was doing was on an interim basis and when the project manager was hired, that individual should be in charge of the observations and the counting (of trees) that Mr. Duprey was tasked with currently.

Mr. Craig Chamberlin, a resident, asked if Collier County was responsible for any of the roads at the main gates, on Sandpiper, or Championship, or did they belong to the District. Mr. Miller stated that the District owned those roads but some of the roads were County roads, including the main road leading into the Community. Mr. Mayer stated that the main road was a public road. Mr. Miller explained that CDD #2 owned, leased, or was responsible for every road in the District, and CDD #1 may have a different level of responsibility for roads in their District, and the County had no responsibility.

On MOTION by Mr. Mayer and seconded by Ms. DiNardo, with all in favor, the Hole Montes Hurricane Irma Proposal to assist with the oversight of the Restoration Plan for CDD #2, with noted revisions, was approved.

Mr. Cole would amend the proposal and forward the revised agreement to Mr. Adams. Mr. Miller wanted to insert an item in the agenda, dealing with the lake contractors as there were several issues with the District's lakes particularly the lake behind his home and many residents were unhappy. He asked Mrs. Adams to address the lake issue and Aquagenix. He explained that the District used to employ LakeMasters as its lake contractor but currently employed Aquagenix. The Board was considering reverting to back to LakeMasters Aquatic Weed Control Inc., (LakeMasters). Mrs. Adams stated that District Staff completed a review in July and everything was status quo but in August, Staff began to notice a few areas of concern and informed the Aquagenix manager who dispatched technicians to resolve the issues. In the meantime, District Management contacted LakeMasters and requested an inspection and a report of findings. The report was submitted immediately prior to Hurricane Irma. Lake #85 was found to have vine work and invasives. In Lake #90, the Illinois Palm weed invaded the system,

which occurred after Irma, not before. Aquagenix was notified and asked to make repairs but the issues remain unresolved. In response to Ms. DiNardo's question, Mrs. Adams stated that there were extra effects from the County Lakes like the Cristada lilies and some Erst that blew up after the storm and concurred that this was an extraordinary situation. Mr. Adams thought that it was important for the benefit of the residents in attendance to recognize that Lake #85 was actually a flow-away although it resembled a localized lake. Mrs. Adams stated that the County was asked on numerous occasions, to treat their water bodies before water flowed into District lakes to no avail. Mr. Adams stated that the true success to the District's program was early recognition of the target and a quick response to treat it with a chemical treatment program, and if that failed employ a mechanical treatment program. Since Aquagenix was non-responsive and slow to transition from a chemical to a mechanical program they would be terminated. In response to Mr. Klug's question, Mrs. Adams said there was a 30-day notice of cancellation in the contract. Mr. Klug wanted to know if Aquagenix was advised that they were in breach of their contract. Mr. Adams stated that they were not issued a formal defective work notice, but there was a lot of dialogue and it is all in written form, in emails. Discussion ensued regarding contract termination, the lake contractors, Lakes #90 and #85 and weed treatments. Ms. Viegas wanted to know why LakeMasters was terminated in the first place. Mrs. Adams stated that when their contract was to be renewed, LakeMasters' bid was \$10,000 higher than the others and Staff felt comfortable switching because this system is not that difficult to manage. Certain things must be done between seasons to properly treat the lakes. Mr. Miller asked for an explanation of the littoral shelf and its restrictions for the benefit of the residents in attendance. Mrs. Adams explained that there were numerous mandated littoral shelves throughout the District; they were part of the water quality and were very beneficial in the ponds and must remain wherever they were planted, as part of the requirement from the South Florida Water Management District (SFWMD). Ms. DiNardo asked Management to elaborate with regard to lake depth. Mr. Adams stated that the lakes were not overly deep and averaged 10 to 15' in depth. The littoral plantings and shelves, around the perimeter, were all beneficial plants. The ponds were intended to store the first amount of rainfall until the water levels reached a certain height and spilled over in a cascading form through a series of control structures and on to a receiving water body downstream. So the idea is to hold the water for as long as possible, have those plants remove those impurities while the water is there and the suspended solids that make the water murky drop off resulting in cleaner water leaving the property. Mr. Miller asked for Ms. DiNardo's

opinion on the proposed motion. Ms. DiNardo believed strongly that the contract should be terminated as Aquagenix was not proactive and they should have been more aggressive in handling the lake issues. She felt if the contract was not terminated, the District would run into more problems in the future.

On MOTION by Mr. Mayer and seconded by Ms. DiNardo, with all in favor, to terminate the Aquagenix contract, was approved.

In response to Mr. Chamberlin's question regarding County waterways, Mr. Adams stated that the District's level of service was much higher than the contributing water body, which was a roadside canal system, and the County was not as responsive or proactive in tending to the water quality. Mr. Adams called for a motion to engage LakeMasters. Discussion ensued regarding the contract length and cost. In response to Ms. Viegas' question regarding the budget, Mr. Adams stated that Management would repurpose funds to find the extra \$10,000.

On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor, to engage LakeMasters Aquatic Weed Control on the same scope of work agreement as previously, and at the previously quoted price, was approved.

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 #2

Mr. Miller noted the line item entitled "CDD Roads" in the amount of \$2.2 million and questioned the breakdown between CDD #1 and CDD #2. He stated that in the October 26 report, there is a breakdown which required CDD #1 to pay \$656,925 and CDD #2 to pay \$1.1825 million and wondered how that applied to the breakdown of the \$2.2 million. Ms. Viegas stated that she reviewed the Waldrop report, the BrightView contract, and the estimated costs submitted to Iberia Bank that was sent out in an email blast by the Club and Spa. She stated that the Waldrop report should be disregarded because the numbers that Waldrop used in

their estimate were only to give the District ballpark figures and Waldrop's numbers were totally different from those in the BrightView contract, which was executed, awarded, and the work commenced. Ms. Viegas prepared a number of spreadsheets, examining what CDD #1 and CDD #2 required based on the numbers of trees that need to be removed, ground, pruned, and staked. The Board should focus on the BrightView contract in the amount of \$1.57 million which was already in place. It was a not-to-exceed contract at \$1.45 million, with an amendment that added an additional \$120K. In response to Mr. Miller's question regarding the \$2.2 million, Ms. Viegas stated that it was the estimate that Waldrop came up with, which was a ballpark number; the District currently had actual numbers from BrightView. In response to Mr. Miller's question regarding the breakdown, Ms. Viegas stated that it was part of what was used for the bank negotiation and The Foundation sent out an estimate via an email blast to all residents breaking down what the CDD #1 and CDD #2 numbers would be, and that she took issue with some of the line items and the way they were allocated. In response to Mr. Miller's question, Ms. Viegas stated that for the BrightView contract for CDD #1, it was \$301,567 and \$485,836, for CDD #2. Ms. Viegas asked Mr. Cole if he would include what was actually completed and if it would be compared with BrightView's costs and if a running total of how the project was progressing would be kept. Mr. Cole replied affirmatively and stated that each submitted invoice would have a total and notes would be compared during the bi-weekly meetings. Ms. Viegas noted that in the scope of work in the BrightView contract, there was no mention of an arborist. She asked Mr. Cole if an arborist was working with BrightView to ensure the correct trees were being cut down. Mr. Cole confirmed that there was an arborist on staff at BrightView and would further investigate the tree review procedure. Ms. Viegas also noted that in Waldrop's executive summary, they recommended a fertilization of preventive care fungicides and pesticides to be applied as soon as possible to eliminate any further impact of shock and help with the survival, which was not in the BrightView contract. Mr. Cole stated that Waldrop solely recommended that preventive measures be taken, but did not assert that they would complete those measures. Ms. Viegas asked if the measures were being taken and by whom. Mrs. Adams stated that crews came out and performed bud-jointing after Hurricane Irma in September and there was no need to apply pesticides as that was already accomplished. Discussion ensued regarding the Waldrop report, CDD #2, Hurricane Irma damage to walls and the Aviamar buffer. Mr. Cole would meet with Ms. Viegas after the meeting to address the issues further. Ms. Viegas questioned some of the expenses that were submitted to Iberia bank for the loan; for example the number that was

used for the new planting was \$3,875,000, while Waldrop reported it should be \$3.7 million. Mr. Miller stated that it was better to have more available than less and the District may not use it all. Ms. Viegas stated that it was best to check everything to make sure all of the numbers matched. Regarding the BrightView contract, Ms. Viegas pointed out that on page 27, which dealt with additional insureds, it listed CDD #1 twice and did not list CDD #2 at all. The Board suggested it was a typographical error. She expressed concern that the contract was 47 pages long and four of the pages were duplicates for costs and was included as part of exhibit A1, which was an additional expense; if it was listed twice, it could technically be charged twice. Ms. Lord will meet with Ms. Viegas after the meeting to review the contract and the duplicate pages. Ms. Viegas also questioned the allocations of estimated funds. Mr. Miller noted, for the record, that the numbers were all very speculative and could not be viewed with any degree of certainty. Ms. Viegas clarified that her questions were not about the actual numbers which she stated were estimates, but with the allocation, and whether or not they should be charged to the District at all. She stated that the Board executed a contract that indicated that it would not be charged a project management fee, but a project management fee was included for \$200,000 that would only be split between CDD #1 and CDD #2. Mr. Miller stated that the contract was showing \$92,000 for the two Districts for the Waldrop Evaluation Report. He recalled that it was estimated that the total cost would be \$150,000, and assumed the difference would be assigned to the villages. Ms. Viegas wanted to know when the Bentley contract would be sent. Ms. Lord stated that the Board received copies of all of the contracts and the Bentley contract was still pending. There was a meeting with Bentley yesterday. In response to Ms. Viegas' question, Mr. Cole stated that the agreement was finalized, but Bentley submitted a list of all of the District's lights and asked how the two Districts were split. Ms. DiNardo understood that Mr. Cole was still auditing the plant removal and hardscape, and after that was completed the Board would have a bottom line number. Mr. Miller stated that, moreover, the Bentley issue was not clear. Ms. DiNardo stated that the current numbers were fluid and unspecific, and Mr. Cole would provide a monthly breakdown with actual figures. Ms. Viegas stated that it was better to raise the issues now to avoid being overcharged with project management fees when the recovery project was in full steam. Ms. Viegas recalled that at last month's meeting, Mr. Pires would prepare a letter of understanding for the agreement and asked if it was ready. Mr. Pires stated that it was in progress and needed additional information from Ms. Lord prior to submitting it.

SEVENTH ORDER OF BUSINESS

Continued Discussion/Update: Hurricane Irma Recovery

Mr. Miller stated that this item was just previously considered and no further discussion was necessary on the issue.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Pires asked for an execution of the waiver of the conflict of interest that was discussed at last month's meeting. Mr. Adams stated that it was just for informational purposes. Mr. Miller would sign the document after the meeting. As for the boundary issue, since there were no challenges or any document requests, the ruling should be finalized this week and once the official document was received, from the State, Mr. Pires would submit it to the County, after which it would become effective.

B. District Manager

i. NEXT MEETING DATE: December 6, 2017 at 10:00 A.M.

The next meeting would be held on December 6, 2017 at 10:00 a.m., at this location.

C. Operations Manager

Mrs. Adams highlighted the following items:

- Since the landscape contract would soon expire, Mrs. Adams advertised for proposals and there will a mandatory pre-bid meeting on November 28. The bid opening would occur the first part of January and Mrs. Adams would circulate the results to the Board.
- Regarding dividing the District, Mrs. Adams stated if the District continued to do this, there would not be a contract on site, full-time and the District's contract was extremely demanding and required a daily presence. After reviewing the maps and acreage, Mrs. Adams urged the Board to not divide the property further than the two sections, as it would be impractical. The Board agreed to heed Mrs. Adams' recommendation and not divide the property further.

In response to a question from Mr. Miller regarding the bid conference, Mrs. Adams stated that normally Management advertised it, and although there was preliminary interest, only one or two contractors would actually bid. Ms. DiNardo stated that because of the District's size, there was a shortage of qualified bidders. In response to Mr. Miller's question regarding the number of respondents, Mrs. Adams was uncertain, as the bids had not yet gone to press and

were pending. Ms. DiNardo stated that, if after the bid conference, there was an issue with finding a qualified contractor the District should revisit the issue of dividing the District. In response to Ms. DiNardo's question regarding the present budget on the landscaping, Mr. Adams stated it was approximately \$900,000 due to the add-ons. Discussion ensued regarding the landscaping contract, dividing the District and contractors.

Mr. Miller noted that, recently, there were more mosquitoes and insects than in previous years and suggested engaging the mosquito company. Mr. Adams felt that the upcoming cold front would suppress the mosquitoes, but would continue to monitor the situation.

- Regarding the Veneta fountain, Mrs. Adams retained a company called Architectural Fountains who was familiar with the District and understood the mechanisms, pumps, motors, and control panels of fountains. Upon reviewing the control panel, it was determined that certain items needed to be replaced, after which all of the pumps should be operational. The contractor was hoping to have that accomplished by Friday and definitely by Thanksgiving.

Mr. Miller stated that the fountain was very visible and impactful on those who drove through the community and the goal was to have all three fountains working simultaneously and that they were a priority. Discussion ensued regarding the fountains.

- **Security Manager's Report**

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

In response to Mrs. Adams question regarding thermal cameras, Ms. Puckett stated that thermal cameras were triggered between 10:00 p.m. and 6:00 a.m. Since the Sandpiper gate did not have a sidewalk, the camera did not capture all vehicle activity entering and exiting the community; however, the Main gate and the Championship gates have triggers on the sidewalks, which took pictures of vehicles. Mr. Miller asked if the cameras were maintained by TEM. Ms. Puckett replied affirmatively. She stated that the numbers on the Status Report indicated the number of times the thermal cameras were triggered and how many pictures were taken.

Mr. Miller stated that there was a garage door left open, in his neighborhood, and after reporting it, nothing happened. Mr. Mayer eventually closed the garage door for the resident. In response to Mr. Miller's questions regarding the roving patrol, Ms. Puckett stated that the rovers listed anything suspicious in a daily report. Security was only authorized to attach notices and if a garage door remained open, the resident was called. Parking violations were more problematic than garage doors. Mr. Miller asked if the parking violations issue would be relayed to the

Financing Committee, and if homeowners would be alerted. Ms. Puckett replied affirmatively and shared that renters were more uncooperative than owners. Ms. Viegas stated that the back gate was down for weeks, with no security, and questioned the District's preferred customer status with TEM. Ms. Puckett stated that the preferred customer contract was for response within six hours of calling something in, and a discount on security equipment. Discussion ensued regarding gate arms, parts, and TEM's preferred customer status. It was agreed that TEM should come to the next meeting to address the ongoing issues with security gate arms.

NINTH ORDER OF BUSINESS

**Consideration of October 17, 2017
Regular Meeting Minutes**

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

Line 270: Insert a period at end of sentence.

Line 312: Delete "Village's streets" because the District was responsible for the streets

Line 338: Insert "the" in front of "Board"

Line 343: Delete "the" in front of "Hurricane Irma"

Line 430: Change "valleys were" to "valley gutters"

Line 431: Change "Mr. Miller" to "Mr. Cole"

Lines 444, 445: Change "those plantings was not needed, as they would be part of the overall Restoration Plan" to "those plantings would be discussed at the next meeting."

On MOTION by Mr. Mayer and seconded by Ms. Viegas, with all in favor, the October 17, 2017 Regular Meeting Minutes, as amended, and incorporating Ms. Viegas' changes, were approved.

TENTH ORDER OF BUSINESS

Supervisors' Requests

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

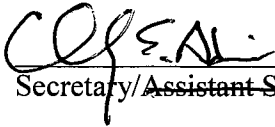
ELEVENTH ORDER OF BUSINESS


Adjournment

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

On MOTION by Mr. Mayer and seconded by Ms. Viegas, with all in favor, the meeting adjourned at 12:00 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair