

**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, January 24, 2018 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:

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

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant Regional Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Valerie Lord	Developer Counsel
Ron Albeit	The Foundation
Marie Puckett	Fiddler's Creek Security
Robert Dieckmann	Project Manager
Mark Grimes	GulfScapes Landscape Management Services
Kevin Cook	LandCare
Mark Swanson	LandCare
Craig Chamberlin	Resident
Alan Kassman	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

Mr. Miller stated that several non-agenda items must be addressed before the audience members’ non-agenda items comments, if any.

Mr. Miller stated that Mr. John Campbell, President of one of the Village Condo Associations in CDD#2, requested that the District's boundaries be delineated and posted on the CDD #2 website along with a District map of each Village. Mr. Miller asked if Mr. Campbell's request was feasible. Mr. Adams replied affirmatively.

Mr. Miller stated that Shannon Benedetti, a Chiasso resident, and Mr. Tony Spinelli, from Menaggio, both questioned the brand new irrigation system and its impact on the Village irrigation systems. Both residents told Mr. Miller their Village irrigation systems were having major problems. Mr. Miller asked Mr. Cole to examine the irrigation system and provide an answer at the next meeting. Mr. Cole would check the irrigation systems. Mrs. Adams commented that one of the District's satellites was not communicating with the new control systems. Mr. Miller asked if the defect was in the CDD's new system or if it was an issue for the Villages. Mrs. Adams stated that it was a District issue and Wesco is aware that the satellite is not able to communicate with the mainframe. Ms. Puckett stated that Wesco would be on site on January 31 and February 1 to assess all open issues. Discussion ensued regarding the satellites, the Villages, pinpointing the problem, and making necessary repairs. Ms. Puckett would investigate, produce, and distribute a report of those findings. Mr. Miller directed Ms. Puckett to notify the Villages if it was determined that it was a Village issue.

Mr. Miller stated, regarding the wall repairs, it was not previously known if the repairs included removal of the landscaping next to the wall and re-establishment of landscaping on the wall. He has since learned that the repairs did not include the cost of removing landscaping and then re-establishing landscaping on the wall. He and Mr. Dieckmann recently explored the perimeter and investigated the damage from both sides of the wall. Mr. Klug stated the work was necessary and the Board might bid it and obtain more reasonable proposals. Mr. Miller stated that there were options. In some areas, no improvements were necessary because there was a jungle-like vegetative growth that could deter trespassers and, if breached, there was a long buffer followed by another impenetrable wall of landscaping. Some areas were visibly-damaged and the wall must be replaced, such as at the end of Fiddler's Creek Parkway. Some areas had holes and would benefit by installing chain-link fencing, but other areas would not and it would be best to do nothing. Mr. Miller asked Mr. Dieckmann to provide a brief overview of the issue on a wall-by-wall basis.

Utilizing a map, Mr. Dieckmann shared his observations of the walls along Aviamar, Creative Lane, Varena, Laguna, Veneta, and Fiddler's Creek Parkway West. He referenced the

100’-wide buffer with foliage on both sides that could obscure the linear park, the outparcel, a new lake area, a built-in moat, and the areas where installation of a chain-link fence would work and where it would not work. Mr. Dieckmann stated that the concept was to replace the damaged stackable wall on the Fiddler’s side of the District and repair the damage along Creative Lane. It would cost \$227,000 to repair the damaged section of the fence, excluding landscaping. It would cost \$224,000 to repair the fence along Varenna and Laguna and vegetation removal would cost another \$17,000 to \$20,000. In the area by the “new” lake, it would cost approximately \$80,000 to replace that section of the concrete fence or, \$85,000 with a contingency. Mr. Klug asked if landscaping would be required in front of a chain-link fence. Mr. Dieckmann stated that the concept was to return the fence to how it was, with a good protective barrier. Discussion ensued regarding the outparcel, foliage clearing, landscaping height, fence visibility, wall repairs, and cost. The recommendation was to do nothing about the outparcel because the foliage was so dense. There were 15 breaches in the wall in Veneta, around Campanile Circle. The quotes to replace the 15 panel breaches were \$5,250 from Coastal Concrete and \$4,000 from BrightView Landscape Services (BrightView), for specific clearing. That section was estimated to cost \$10,250 with contingency, which was a bargain. It would cost approximately \$73,000 to clear the foliage and another \$40,000 to \$46,000 to install chain-link fencing around Laguna and west. Mr. Miller stated that would not be a prudent expenditure because landscaping was a very significant barrier and the damage to the posts was not horrific. The wall in the Millbrook neighborhood had the least amount of damage and Q. Grady Minor & Associates, P.A. (GradyMinor) identified minimal work in that area totaling \$3,250. The new plan had a projected total of \$213,000 for all wall work.

Mr. Craig Chamberlin, a resident, wanted to know what size posts would be used. Mr. Dieckmann stated that 6” posts were the new standard; smaller posts were no longer available.

On MOTION by Ms. DiNardo and seconded by Mr. Klug, with all in favor, amending the Restoration Plan to replace concrete fencing with a chain-link fence, along Creative Lane and various other areas, as proposed by Mr. Dieckmann, was approved.

Mr. Pires stated that will require an amendment to the Restoration Plan.

Mr. Miller asked if there were any public comment cards. Mr. Adams stated he had not received any.

THIRD ORDER OF BUSINESS

Special Counsel Update

There being no Special Counsel Update, the next item followed.

FOURTH ORDER OF BUSINESS

Developer’s Report/Update

Mr. Albeit stated there were no Developer updates. Ms. Viegas stated that Lennar was leaving Fiddler’s Creek and asked where the District stood on reviewing Lagomar and Millbrook for damage prior to the Builder’s exit. Mr. Miller stated that the Developer’s deposit would be withheld until Ms. Lord and Mr. Cole were able to review those areas for damage.

FIFTH ORDER OF BUSINESS

Engineer’s Report

Mr. Cole discussed and presented the following items:

- Requisition #141, dated January 23, 2018, in the amount of \$7,428.18, for soft costs from construction work completed by GradyMinor. The amount covered old invoices from five miscellaneous projects that were never submitted.
- An inspection with the contractor was completed the previous week and a few punch list items were pending, mainly signage. A re-inspection with Collier County to acquire final approval would follow.

Mr. Miller asked about the signage. Mr. Cole stated the signage included Pedestrian Crossing signs and striping through Collier Paving.

- Requisition #16, dated January 12, 2018, in the amount of \$492,219.56, for improvements made in Oyster Harbor Phase 2, including roadway work, water main, sewer, irrigation, earthwork, and stormwater management.

Mr. Miller reminded Mr. Cole that Mr. Klug had previously requested a more specific description of the completed work for a requisition this large. Mr. Cole said he would make sure more detail was included going forward. Mr. Cole stated that the work was for the completion of a cul-de-sac in Oyster Harbor Phase 2, and included roadway, utility infrastructure, and storm drainage on platted land. Mr. Pires stated the County would be the ultimate owner of the potable water and sewer lines and the District would retain the irrigation lines. Mr. Cole possessed a bill

of sale from the Developer to the CDD, and a bill of sale from the CDD to the County, which required execution by the Board Chair.

Regarding the Hurricane Irma Restoration Report for CDDs #1 and #2, Mr. Cole provided an overview of the tree removal, streetlight repairs, signage and wall/fence repairs. Mr. Miller asked how the conclusions listed in the Report were reached. Mr. Cole stated that the conclusions were based on ongoing communication with Mr. Dieckmann, regular visits to the District to update tree numbers, reviewing contracts, and coordinating on fences, walls, signage, and streetlights. Mr. Miller asked if Mr. Cole repeatedly informed contractors that the work must be expedited. Mr. Cole replied affirmatively. Mr. Miller noted that there were still large stumps on Championship Drive and on Museo that should be removed. Mr. Cole assured the Board that the stumps would be grinded down and sidewalk areas were being identified for replacement. Mr. Klug inquired about reimbursement. Mr. Cole stated that there was retainage and the contractors were not paid for an item until the trees were removed, or the stumps were ground. Collier County submitted periodic debris removal logs and the streetlight repairs for CDD #2 totaled approximately \$75,000. Several materials were on order and completion would not be for a few more months. Regarding signage, Mr. Miller commented that, generally, Lykins-Signtek (Lykins) was not very prompt and asked if Staff considered engaging other sign companies. Mr. Cole stated that other sign companies were not considered because they were very busy, as evidenced by multiple businesses with unrepaired signs. Ms. DiNardo inquired about a completion time frame for the signage and sidewalks. Mr. Cole hoped that the sidewalks in both CDDs would be completed by June. Ms. Viegas asked Mr. Cole to please include more specifics of exactly what he is doing for CDD #2 since we are paying him to be our auditor. We already receive weekly updates from Mr. Dieckmann so we do not need that same information. Ms. Viegas asked specifically regarding the Bentley Electric (Bentley) contract which was signed earlier in the month if he had played a role in the change of numbers since the estimates had changed significantly from \$42,000 to \$75,000. She asked if it was because the street lights had been misallocated between the villages and CDDs. Mr. Cole said yes. He has reviewed every street light that needs to be repaired or replaced, and has reassigned them. Ms. Viegas suggested that would be the type of information the Board would like to see in his reports. Mr. Cole stated that the Bentley contract was amended after the streetlight numbers and maps were compared to CDD and Village roads. Mr. Dieckmann stated that every line item was evaluated and cross-referenced with the maps and the Bentley billing was properly allocated. Ms. Viegas asked

about exceeding the not-to-exceed amount in the BrightView contract and who would benefit. Mr. Dieckmann stated that the initial contract was based on the initial tagging by Waldrop Engineering (Waldrop) immediately after the storm and the tree removal process was more extensive than previously estimated. Mr. Miller stated that the excess would be based on the work actually completed. Discussion ensued regarding payment, change orders, the not-to-exceed amount, The Foundation, and imposing an assessment.

SIXTH ORDER OF BUSINESS**Consideration of Award of Contract for
Landscape Maintenance Services**

Mrs. Adams stated that a pre-bid meeting was held on Tuesday, November 28th. Five contractors attended the mandatory meeting and four sealed bids were submitted. Mr. Miller asked if the figures referenced in the memo were for the entire District. Mrs. Adams replied affirmatively.

Mrs. Adams stated that, of the proposals received, Management determined that GulfScapes Landscape Management Services (GulfScapes) was the lowest responsible bidder to maintain the Aviamar/Oyster Harbor portion of the contract, at a first year cost of \$457,693 and a second year option of \$457,693. The Veneta current contract value was \$444,645 and LandCare's bid submittal to retain Veneta was approximately 5% less for the first year, with a second year option of approximately 2½% less. The current contract value of Aviamar/Oyster Harbor was \$486,786; GulfScapes' bid submittal to retain Aviamar/Oyster Harbor was approximately 6% less for the first year, with a second year option of the same. Of all the bids submitted, GulfScapes \$880,776 bid for the combined areas was the lowest bid with a second year option of the same. Should the Board look to retain both GulfScapes and LandCare, the combined total would be \$879,685 for the first year, with a second year option of \$892,345. For Fiscal 2017/18, the District budgeted \$934,000 for "Other contractual", which is intended to cover the costs of this landscape maintenance contract. As stated in the District's Rules, the lowest, most responsive, responsible, and best bid, or the proposal most advantageous to the District, as appropriate, shall be accepted. "Lowest, most responsive, responsible, and best bid, or proposal" means, in the sole discretion of the Board, the lowest cost bid or proposal that is: (A) submitted by a competent, responsible person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure full performance and timely completion; and (B) most responsive to the invitation to bid or request

for proposals, as determined by the Board. Minor variations in the bid may be waived by the Board. Bids and proposals may not be modified after opening.

Mrs. Adams stated that late yesterday afternoon, BrightView, who was one of the bidders, and who is also the contractor completing Phase 2 of the Restoration Plan for The Foundation, forwarded Staff an email with a revised bid schedule attached. Mrs. Adams stated that Staff was rejecting the last minute bid and recommended that the Board reject it as well. Mr. Pires felt it inappropriate to consider BrightView's bid and, per Mr. Miller's request, read the BrightView email into the record:

"This letter is in reference to the bid "all areas" BrightView submitted for Fiddler's Creek CDD #2 on January 10, 2018. After reviewing the bid, we incorrectly calculated the percentage that we would reduce for the "all areas" bid. If it is acceptable, BrightView's revised pricing for all areas is \$878,000."

The email included a bid schedule with the reduced number, but with no percentages attached. Mr. Pires stated that this type of proposal is referenced in two sections of the District's Rules of Procedures regarding bid documents and cited Section 2.19, Bid Modifications. "No modifications shall be submitted by bidder or accepted by the District." Furthermore, Section 3.10, states, "No modifications to the bid will be accepted from bidders." He stated that Florida Case law outlines the procedures and guidelines available to the bidders, and governs the manner by which the bids were submitted, received, evaluated, or modified. Neither the invitation for bids, the instructions to bidders, nor the District's Rules authorize the modification attempted by BrightView, as cited in those two specific sections, which specifically prohibit it. He concluded that, if the District accepted BrightView's "11th hour" cost reduction, when other modifications were precluded by instructions, BrightView would receive an unfair economic advantage. The Board had wide discretion in determining the lowest, responsible bidder, but could not be arbitrary and capricious. Discussion ensued regarding the bids, proposal criteria, and dividing the community for landscaping purposes.

Ms. DiNardo stated the original purpose of dividing the District was to obtain better results from competing landscapers and the superior contractor would be able to overtake the full District, but she believed the concept has not produced good results. Mr. Miller asked the Board members if they felt the District benefited from the competition. Mr. Mayer felt that the District benefited to the extent that there were two contractors, competing with one another and, generally speaking, their performance improved. The Board compared the bids and quality of

work of the competing landscapers and questioned Mr. Mark Grimes, of GulfScapes, and Mr. Kevin Cook, of LandCare, regarding quality control, available staff, and past performance. Ms. DiNardo stated that LandCare developed a bad reputation over time and Mr. Cook's new plant palate explanation did not excuse past performance. Mr. Cook agreed and stated LandCare underwent dramatic changes, was completely reformed, and had not received defective work notices in years. Mrs. Adams stated that they have been more responsive, but reminded the Board that some of the issues and concerns that Ms. DiNardo cited occurred not long before Hurricane Irma, and Staff expressed repeated concerns regarding lack of maintenance to several repeat landscape beds. Mr. Miller stated that the Board wanted perfection and if it engaged LandCare, the contract would be terminable, without cause, should there be any issues, and LandCare was, essentially, on probation. Ms. Viegas stated that much of the new landscaping would have a new palette so everyone would be on the same playing field. She also stated the Board was told that the reason Veneta had so much damage was because the maintenance was not properly performed so the contract winner must focus on the maintenance. Mr. Pires recommended that the Board undertake the following actions:

1. Reject the "11th hour" modification submitted by BrightView
2. Formally vote to exercise the option for Veneta and Aviamar/Oyster Harbor
3. Vote as to how to award the contracts for the two areas

Mr. Miller stated that he understood that the Board was not legally permitted to consider BrightView's proposal.

On MOTION by Ms. DiNardo and seconded by Mr. Miller, with all in favor, rejecting BrightView's last minute modification, as the Board was not legally permitted to consider it, was approved.

On MOTION by Mr. Mayer and seconded by Ms. DiNardo, with all in favor, continuing to award the landscaping contract as two separate parcels, was approved.

Regarding the Veneta section of the contract, Mr. Miller asked LandCare if there would be repetition of past problems. Mr. Cook assured the Board that past problems would not be

repeated. Mr. Mark Swanson, of LandCare, stated that many of the issues occurred long before his tenure, he was part of the new transition, and account and field management were now stable.

On MOTION by Mr. Klug and seconded by Mr. Mayer, with Mr. Klug, Mr. Mayer, Ms. Viegas and Mr. Miller in favor, and Ms. DiNardo dissenting, accepting LandCare as the most responsive and responsible bidder, with the lowest, best, most responsive and responsible proposal, and awarding the Veneta section of the Landscape Maintenance Services Contract to LandCare, was approved. (Motion Passed 4-1)

On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, accepting GulfScapes as the most responsive and responsible bidder, with the lowest, best, most responsive and responsible proposal, and awarding the Aviamar/Oyster Harbor section of the Landscape Maintenance Services Contract to GulfScapes, was approved.

SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of December 31, 2017

Mr. Miller asked for confirmation that the financials did not include the restoration project undertaken by The Foundation. Mr. Adams confirmed that the financials did not include the restoration project undertaken by The Foundation.

Mr. Adams presented the Unaudited Financial Statements as of December 31, 2017. On-roll net revenue collections were at 68%. Mr. Miller stated that the District utilized 43% of funds on the Fountains in three months and noted that, based on the history of the fountains, the District had not gone one year without issues. Mr. Adams stated that the new Contractor was resolving the issues with a lot of mechanical replacements and some panel repairs and replacements; the District is turning the corner on all three fountains. Discussion ensued regarding the fountains. Mr. Adams stated that the \$121,257 "Hurricane Clean-Up" amount, on Page 3, combined with \$170,000 from Fiscal Year 2017, would soon be finalized and he would be certifying the invoices and providing them to The Foundation for reimbursement, per the Agreement that we have with them. In response to Mr. Miller's question, Mr. Adams clarified that the \$121,257 was not The Foundation portion of the District work and there were no expenses in there that were part of The Foundation restoration; it was just the initial debris

pickup and cleanup related to public safety, health, and welfare. Mr. Miller asked about total revenue collection. Mr. Adams stated that a large number of units were on roll because they are platted and held by Developers and builders; 68% was typical. Discussion ensued regarding legislative bills, bond proceeds, ad valorem and non ad valorem taxes. Ms. Viegas requested an explanation for the "Irrigation" and "Legal – general" line item expenditures. Mrs. Adams stated that irrigation pumps were being replaced and repaired in phases. Mr. Adams stated that the legal expenses were related to Mr. Pires' representation of the District regarding boundary amendments. Ms. Viegas stated that she was referring to Legal activity in December, 2017. Mr. Adams would research it and provide an answer later in the meeting.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being no report, the next item followed.

B. District Manager

Mr. Adams stated that Mr. Bill Reagan, of FMSbonds, may attend the next meeting to discuss selling a portion of the bonds.

i. NEXT MEETING DATE: February 28, 2018 at 10:00 A.M.

The next meeting would be held on February 28, 2018 at 10:00 a.m., at this location.

C. Operations Manager

Mrs. Adams stated that the Aviamar Fountain was down. The contractor was trying to identify a leak and was pressure testing all pipes. An email would be sent once Management received additional information.

Regarding Staff's report on park benches, Mr. Klug suggested presenting the item to the Board first and explaining what was received so, if the Board expressed disinterest, Staff could have saved time that is now being devoted to studying the proposal. Mr. Klug noted that Campanile Circle and Corfu Court signs are so bleached out that the names cannot be read. In response to Ms. Viegas' previous question about "Legal-general" expenditures, Mr. Adams stated that October and November billing both hit in December. October was the majority and Mr. Pires spent a lot of time on the Coordination Agreement; a good portion of that was assignable to that activity.

In response to Ms. Viegas' previous inquiry regarding the landscape "Improvements and renovations" line item, Mrs. Adams stated that invoices for work in CDD #1 were inadvertently

applied to CDD #2; those bills were pulled out and now the only thing remaining was the approval to replace all of the Areca palms on the Aviamar buffer.

In response to Mr. Klug's previous statement about park benches, Mrs. Adams stated she was working with Mr. Cole and Mr. Dieckmann on the park benches. Benches were damaged in the hurricane in both Districts and, based on an inquiry about adding more benches, it might be possible to obtain better pricing for additional benches, in conjunction with repairing the existing benches. This would be subject to Board approval.

NINTH ORDER OF BUSINESS

Consideration of Minutes

A. October 25, 2017 Regular Meeting

Mr. Adams presented the October 25, 2017 Regular Meeting Minutes and asked for any additions, deletions or corrections. The following changes were made:

*****Mr. Mayer left the meeting at 12:10 p.m.*****

Line 77: Insert "Puckett" after "Ms."

Line 88: Change "Ms. Robinson's separation" to "The"

Line 89: Delete comma after "U.S. Bank"

Line 89: Change "ITG" to "ITG, and"

Line 91: Change "avoiding" to "denying"

Line 93: Change "it" to "a trial date"

Line 105: Insert "spurious" before "motions"

Line 107: Delete "that enhanced" insert "to award sanctions" after "authority"

Line 108: Change "authority" to "ability"

Line 117: Change "dismiss" to "dismiss, and"

Line 117: Change "In" to "in" before "light"

Line 141: Change "be in a time" to "require time"

Line 147: Add "his availability for" after "schedule"

Line 150: Insert a period after "Act"

Line 150 through 152: Change "and this is an issue dealing with a Trust Indenture, not covered by the Statute, since it is a government bond; however, he is an expert and very much in demand." to "While this is an issue dealing with a Trust Indenture, not covered by the Statute, since these are government bonds; however, these same rules would apply, and Mr. Pitt is very much in demand."

- Lines 153 and 154: Change "Ms. Abby Kaplan" to "Mr. Abby Kaplan"
- Line 161: Insert "and was granted" after "asked"
- Lines 180: Delete "it" after "and" insert "and that was the Foundation's responsibility, so Mr. Cole's and Ms. Lord's work" before "should be done as soon as possible."
- Line 205: Change "Joseph" to "Jack"
- Line 206: Change "the stop signs are up" to "a stop sign is up"
- Line 206: Insert "it is acceptable" after "up"
- Line 263: Change "a temporary Project Manager" to "the temporary Project Manager"
- Line 267: Add an arrow before "Mr. Cole possibly receiving a fee,"
- Line 282: Change "deal" to "arrangement"
- Line 286: Insert "therefore," after semicolon
- Line 291: Change "Mr. Woodward" to "Mark Woodward"
- Line 292: Change "he" to "Mr. Pires" and insert "who were" after "Mr. Parisi"
- Line 293: Change "Under the part of the District's rules" to "Under the Florida Bar rules"
- Line 294: Change "to" to "if", delete "that", and change "one client" to "another client"
- Line 296: Delete "large" before "responsibilities"
- Line 306: Delete "of" and add "therefore, Mr. Pires believed that" after "immunity;"
- Line 309: Change "the contract" to "that issue"
- Line 310: Delete comma after "notwithstanding that"
- Line 311: Insert "nevertheless" before "that" and change "would cause a conflict of interest" to "possible indemnification could cause a conflict of interest"
- Line 316: Delete commas after "doing" and "District" and change "and there" to "and, while there"
- Line 317: Delete comma and "but" after "indemnity"
- Line 328: Begin new paragraph for "Mr. Miller wanted...."
- Line 333: Change "responsibility for the ownership and" to "the ownership and responsibility for the"
- Line 342: Change "This is the Agreement" to "The CSA"
- Line 345: Change "This was an Agreement" to "The CSA"
- Line 355: Change "levied on every" to "issued to the owner of every" and change "effected" to "affected"
- Line 399: Change "how is he" to "how the bank is"

Line 407: Change “accountable” to “accounting”

Line 408: Change “a specific” to “each specific” and insert “under the CSA” after “purpose”

Line 415: Insert “separate” after “two”

Line 416: Change “The Foundation and” to “The Foundation’s normal operations and”

Line 441: Change “one” to “a homeowner”

Line 442: Insert “a claim to that homeowner” after “paid”

Lines 477 through 493: Delete entire section

Line 548: Change “stated that,” to “asked if,”

Lines 552 and 553: Delete “the equipment” after "skids"

Line 642: Delete comma after “removal” and insert a comma after “in-house”

Line 643: Change “form” to “from”

Line 652: Change “breaking it down with” to “breaking the loss down between”

Lines 660 through 662: Delete entire paragraph

Line 742: Change “advance” to “account receivable”

On MOTION by Ms. DiNardo and seconded by Mr. Klug, with all in favor, the October 25, 2017 Regular Meeting Minutes, as amended, were approved.

B. November 15, 2017 Regular Meeting

Mr. Adams presented the November 15, 2017 Regular Meeting Minutes and asked for any additions, deletions or corrections. The following changes were made:

Lines 56: Change “Ms. Abby” to “Mr. Abby”

Line 70: Insert “against U.S. Bank” before “was a bigger priority”

Line 71: Change “deciphering deadlines” to “setting deadlines”

Line 174: Change “\$60 or \$70,000” to “\$60,000 to \$70,000”

Line 334: Delete “million” after “\$656,925”

Line 372: Insert “available” after “more”

Line 390: Delete comma after “pending”

Line 406: Change “was previously” to “was just previously”

Line 427: Change “a full-time staff” to “a contractor on site full time”

Line 430: Change "unfavorable" to "impractical"

On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor, the November 15, 2017 Regular Meeting Minutes, as amended, were approved.

C. December 6, 2017 Regular Meeting

Mr. Adams presented the December 6, 2017 Regular Meeting Minutes and asked for any additions, deletions or corrections. The following changes were made:

Line 31: Change "Mike McQuaker" to "Mike Mills"

Line 97: Change "\$60 to \$70,000" to "\$60,000 to \$70,000"

Lines 101 through 104: Delete Mr. Cole's statement

Lines 110 through 112: Delete Mr. Cole's statement

Line 137: Change "wood" to "wood-like"

Line 167: Change "that" to "whether"

Line 235: Change "the City" to "the County Clerk" and "voucher" to "boundaries"

On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor, the December 6, 2017 Regular Meeting Minutes, as amended, were approved.

D. December 14, 2017 Public Meeting

Mr. Adams presented the December 14, 2017 Public Meeting Minutes and asked for any additions, deletions or corrections.

On MOTION by Mr. Miller and seconded by Ms. DiNardo, with all in favor, the December 14, 2017 Public Meeting Minutes, as presented, and omitting the index, were approved.

TENTH ORDER OF BUSINESS

Supervisors' Requests

Ms. Viegas stated that she wanted to make the Board aware of an email she sent to Mr. Scott Smith, of Waldrop Engineering, that was later forwarded to Mr. Dieckmann. The email questioned the number of new trees and hedges, shown on the Restoration Plan Phase 3

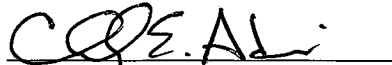
drawings, being installed near the Sandpiper entrance, which could potentially be overhauled within a year or so because of the proposed Publix commercial area construction. The response received was vague and indicated that what the new Sandpiper gate area would look like was not known. Mr. Miller stated that the new gate would be built with the proceeds of the litigation, which would commence in February, 2019. Ms. Viegas stated that she was aware of the litigation but was concerned that all the construction for the new commercial development on Sandpiper would occur before the trial. She further stated she felt the District would be wasting money on new plantings that would be destroyed by the construction itself, and construction truck usage on Sandpiper. Ms. Viegas suggested to the Board that we should not approve the landscaping replanting costs for the Sandpiper entrance, or at a minimum delay them until after the construction, or when plans for the gate are known. The Board agreed.


ELEVENTH ORDER OF BUSINESS**Adjournment**

There being no further business to discuss, the meeting adjourned at 12:46 p.m.

On MOTION by Mr. Klug and seconded by Mr. Miller, with all in favor, the meeting adjourned at 12:46 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair