

**MINUTES OF MEETING  
WENTWORTH ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Wentworth Estates Community Development District's Board of Supervisors was held on Monday, March 10, 2014, at 1:00 p.m., at the Treviso Bay Sales Trailer, 9014 Tamiami Trail East, Naples, Florida 34113.

**Present and constituting a quorum were:**

Russell Smith	Chairman
Anthony Burdett	Vice Chairman
Dalton Drake	Assistant Secretary
Michelle May	Assistant Secretary
Joe Newcomb	Assistant Secretary

**Also present were:**

James Ward	District Manager
Greg Urbancic	District Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Ward called the meeting to order at 1:00 p.m. The record will reflect that all members of the Board are present at roll call.

**SECOND ORDER OF BUSINESS**

**Consideration of Minutes**

**I. January 29, 2014**

Mr. Ward stated you've all been previously distributed a copy. If there are any additions, corrections or deletions, it would be appropriate at this time to so indicated. Otherwise, a motion for their approval would be in order.

<p><b>On MOTION by Mr. Smith, seconded by Mr. Drake, with all in favor of approving the minutes of January 29, 2014, as presented.</b></p>
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**THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2014-2 of the Board of Supervisors of the Wentworth Estates Community Development District (The "District") authorizing amending the Master Trust Indenture and First**

Supplemental Trust Indenture, both by and between the District and U.S. Bank National Association, as Trustee (The "Trustee"), securing the District's outstanding special assessment bonds, Series 2006A (The "Bonds"), to amend the definition for debt service reserve requirement with respect to the bonds; to provide for a definition for optional prepayment and to make certain other changes relating thereto; all pursuant to a request of the current developer and consent of the beneficial owner of 100 percent of the bond; authorizing the execution and delivery of an amendment to the Master Trust Indenture and First Supplemental Trust Indenture, subject to receiving the required consent thereto by the effected owners of the bonds; authorizing the proper officials to do all things deemed necessary in connection with the matters authorized by this resolution, including, but not limited to, the termination of that certain settlement and termination agreement; and providing an effective date.

Mr. Ward stated I'll ask Greg to take a few minutes and go through the resolution and the actual Supplemental Trust Indenture Amendment, and then I'll ask for a motion from the Board.

Mr. Urbancic stated Jim is correct. The intent of this resolution is to authorize the execution of certain instruments, one being, as Jim just mentioned, the amendment to the trust indentures, which is both a Master and a Supplemental Trust Indenture; it's an all in one kind of amendment. It authorizes the Chair to sign it, and the Secretary and the Assistant Secretary to attest to it. Let me just talk about the amendments real quick. The amendment to the Trust Indenture does a couple of things, and one is it adds some definitions, which include the ability for optional prepayment. This is not unique to just Lennar, who happens to be the bondholder, but any owner could technically take advantage of this provision to the extent they want.

It allows for the surrender of certain bonds on certain terms, and there are certain terms and conditions, depending on what the intent is on the surrender. There's also a reduction in the debt service requirement to fix it at a certain level, so that will also be an amendment. It fixes the debt service requirement at \$199,500.00, and those are the primary changes. Everything flows from those changes. To the extent there's a prepayment, certain trickle downs will happen based upon this indenture. This indenture amendment requires the signature of both the trustee and the District, and it also requires the consent of the bondholder at this time, which would be Lennar.

Also, in connection with this, there will be an acknowledgement that the existing settlement agreement that's out there will be terminated as being essentially expired or the terms fulfilled. That will be a supplemental document that will happen at some point if and when these bonds are redeemed. Any questions?

Mr. Ward stated if there are no questions from the Board, a motion to adopt Resolution 2014-2 would be in order.

<b>On MOTION by Mr. Smith, seconded by Mr. Newcomb, with all in favor of approving Resolution 2014-2 as presented.</b>
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**FOURTH ORDER OF BUSINESS****Consideration of ranking of engineer's proposals to serve as District Engineer.**

Mr. Ward stated item four and five on the agenda are companion items. If you recall at your last meeting, the Board authorized staff to go out for request for proposals for engineering services, pursuant to the Consultants Competitive Negotiations Act (CCNA). That act requires the District to ask engineers for non-priced based proposals that outline their qualifications to provide the general engineering services for a community development district. Once you receive those proposals, to the extent that you receive at least three of them, then you rank them one, two and three and then, theoretically, what we're supposed to do after that ranking and staff will negotiate a contract, and then bring that back to the Board at a future meeting.

In this particular instance, however, you received one proposal from Stantec, a large firm located here in Naples. You have two options: one is you can reject the proposal and

authorize us to redo this process if you would like to get more proposals; or, alternatively, you may simply just rank Stantec number one, and if you do, then we have a companion item on here to deal with the agreement with that firm. With that, if you have any questions, I'll be glad to answer them for you at this point. If you would like to rank Stantec as the number one firm, then just simply a motion to rank Stantec as the number one firm in accordance with the CCNA would be in order.

**On MOTION by Mr. Smith, seconded by Mr. Drake, with all in favor of approving the ranking of the engineer's proposals as stated above.**

**FIFTH ORDER OF BUSINESS****Consideration of agreement with Stantec Consulting Services, Inc., to serve as District Engineer.**

Mr. Ward stated the companion item I mentioned is item five, which would be the engineering services agreement with that firm, a copy of which I have attached and put it in your agenda package. They did not include in the agenda package the Stantec schedule of fees, which they provided to me recently. I'm going to pass that out to you, so you have that. That would be an exhibit to your agreement. Generally, this engineering services agreement is intended to outline the general business terms and conditions upon which we will do business with the engineer. It is a continuing agreement, in that it does not terminate unless either the District or the engineer takes affirmative action to terminate the contract itself on the terms that are contained in here.

It provides for a method of authorization for any work that's contemplated under the agreement. For example, if we request Stantec to do a design project for a road, bridge or anything you might think of, they would provide us with a scope of services and a fee to do that, but the general business terms and conditions would be contained in this agreement and cover those specific terms and conditions. It indicates that we will pay reimbursable expenses to the engineer in accordance with Florida Law, which is Chapter 112 of the Florida Statutes. It also indicates that if they use other consultants or sub-consultants, I guess, to the firm, that they will do so without marking those fees up to the District.

It provides for some general terms in terms of billing and accounting records. It provides also that any of the work product that is produced by the engineer is the property of the District and not of the engineer, and they will be required to produce and provide those documents to us at any time. It also permits and provides the District may reuse those documents at any time for any reason whatsoever without any liability to the engineer for reuse of those documents. There's an insurance provision, a contingent fee and a few other provisions that are generally relatively standard for this term of contract.

With respect to the termination provision, we have the right to terminate on 30 days' notice, and the engineer has the right to terminate on 90 days' notice for any reason whatsoever. We have provided this to Stantec. I know Greg has received few comments today from them, which is fine, and so I'll ask him to go through those with you, and our recommendation with respect to those changes to the agreement.

Mr. Urbancic stated there were four primary comments, and we'll give you our recommendation on what we think for these. One - Article 10, professional liability: it's currently listed at \$5 million, they thought this was a little heavy, so they requested that we revise that to \$2 million, which probably is okay, I would guess, unless the Board feels differently. To the extent we're engaging in a substantial project that would exceed that amount, we might consider asking them to change that or have a special contract for that.

Their second clause was to modify the indemnification provision to delete their obligation to defend, and to delete some words as far as causative action, and also modify the language with respect to attorney's fees. Jim and I talked about that before the meeting; we're not recommending that change to you guys, and I think they'd be okay understanding, because I had a quick conversation with David on the way here. The next change they wanted was a limitation of their liability, and I see this every time we have an engineering contract for a CDD, because they want a limit to their liability, which our response to that would be no. They want to limit it to a small amount of \$100,000, which begs the question of why have the insurance if you have a limit, so we said no to that change.

They also wanted a statement that they wouldn't be responsible for incidental, indirect, and consequential damages. In the legal world, that's just all that stuff that isn't actual damages, all that hypothetical lost profits, that kind of thing. That's a fairly reasonable request, you see that when you've done a lot of contracts, so that may be

something we can live with. The last one is they just wanted a disclaimer, which they put in their standard contracts. Apparently, there was a recent law enacted by the Florida Legislature, which essentially says, to the extent you disclose this waiver, individual engineers can't be held liable for negligence. You just have to go after the firm, and that seems fairly reasonable when you're engaging a firm rather than an individual engineer.

In that respect, our recommendation would be we probably can live with the \$2 million professional liability insurance, a waiver of consequential damages, which would be mutual; they couldn't go after us either, and also the disclaimer that they're asking for. If you're agreeable to those three changes, I would ask that you agree, subject to those changes, and then we can work out the language with Stantec.

**On MOTION by Mr. Smith, seconded by Mr. Newcomb, with all in favor of approving the agreement with Stantec Consulting Services, Inc., to serve as the District's Engineer, subject to the changes described above by Mr. Urbancic.**

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**a. Attorney**

None

**b. Engineer**

None

**c. Manager**

**I. Financial Statements – January 31, 2014**

Mr. Ward stated I have nothing for you either, unless you have any questions on your January financial statements.

**SEVENTH ORDER OF BUSINESS**

**Supervisors' Requests and Audience Comments**

Mr. Ward asked anything from the Board? Let the record reflect that there are no members of the audience present.

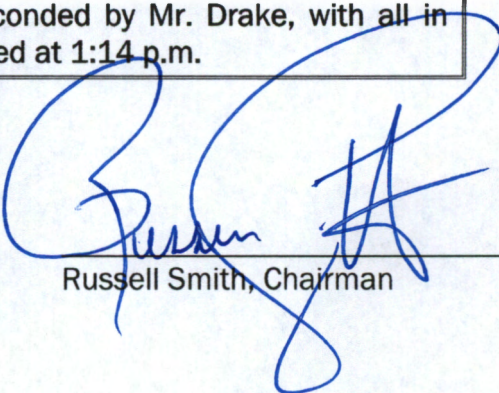
**EIGHTH ORDER OF BUSINESS**

**Adjournment**

Mr. Ward stated a motion to adjourn would be in order.

On MOTION by Mr. Smith, seconded by Mr. Drake, with all in favor the meeting was adjourned at 1:14 p.m.

  
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James P. Ward, Secretary

  
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Russell Smith, Chairman