

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

A Special Meeting of the Board of Supervisors of the Fiddler’s Creek Community Development District #2 was held on **Tuesday, October 17, 2017 at 10:30 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
Tony Pires	District Counsel
Terry Cole	District Engineer
Tony DiNardo	Developer
Ron Albeit	The Foundation
Ryan Binkowski	Waldrop Engineering
Mark Minor	Q. Grady Minor & Associates, P.A.
Shannon Benedetti	Landscape Committee
Russ Berry	Resident
Carla Jennings	Resident
Helen Robinson	Resident
Ron Kessler	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:32 a.m. All Supervisors present, in person.

Mr. Miller introduced the Board Members and District Staff.

Mr. Miller stated that a Village Board and District Officers' meeting was held prior to this CDD meeting and presumed that many of the residents in attendance had attended the earlier Village meeting. Many CDD-related questions were asked at the Village meeting and many Village-related questions were posed at the Fiddler’s Creek CDD #1 meeting held subsequent to the Village meeting. CDD #2 is responsible for owning, operating, and maintaining the essential infrastructure within the boundaries of CDD #2. CDD #2 maintains streetlights, stop signs landscaping, and roads. Mr. Miller stated that the CDD #2 roads are important because CDD #2

either owns or leases virtually all of the roads, which is not the case in CDD #1; therefore, CDD #2 has a different type of responsibility than the Villages and CDD #1.

Mr. Miller stated that, to advance the cause of replacement, restoration, and rebuilding of the community, at the last meeting, the Plan was discussed and the District opted into the Plan. He worked with Mr. DiNardo, Mr. Albeit, Mr. Pires, Mr. Joe Parisi, Counsel for The Foundation, and Mr. Phil Brougham, CDD #1 Chair, to negotiate the terms and structure of the Agreement between The Foundation and CDDs #1 and #2.

Mr. Miller stated that the Board received a final draft version of the Agreement. Mr. Miller provided an explanation of the structure of the Agreement. A Supplemental Maintenance Agreement is in place. The Foundation is essentially a Master Association, which has control of the entirety of Fiddler's Creek, including both CDDs and all of the Villages. In November 2014, CDD #2 entered into the Supplemental Maintenance Agreement with The Foundation and, as of March 2015, CDD #1 executed a similar Supplemental Maintenance Agreement with The Foundation. The purpose of the Supplemental Maintenance Agreement was to effectuate and implement The Foundation's oversight of the entire community, as a Master Association. The Supplemental Maintenance Agreement enables The Foundation to determine if the common landscaping of the CDDs is up to the standards of The Foundation and, if not, The Foundation may require the CDDs to improve or enhance it. The Foundation can provide funds and direct the CDDs to perform the work to meet The Foundation's standards. Pursuant to that, The Foundation and CDDs are entering into this Agreement for the replacement and enhancement of the community to restore it as close as possible to its former condition, prior to Hurricane Irma. The Board would consider adopting that Agreement at the October 25 meeting, to which everyone is invited.

Mr. Miller stated that the following items would be addressed at today's meeting:

- Announcement that, preliminarily, last month, the CDDs voted to adopt The Foundation Restoration Plan.
- Explain, briefly, the basis for the Agreement between CDD #2 and The Foundation.
- Waldrop Engineering, P.A. (Waldrop) and Q. Grady Minor & Associates, P.A. (GradyMinor), who will be working on the landscaping and hardscaping, would answer questions.

Mr. Miller requested that residents ask questions relating to Waldrop's and GradyMinor's functioning for CDD #2 and not for their Village Associations or individual homes. Public comments were taken during the Third Order of Business discussion of Hurricane Irma.

THIRD ORDER OF BUSINESS**Consideration of Hurricane Irma Recovery Replanting, Replacement and Potential Financing Plan**

Mr. Miller asked Mr. Ryan Binkowski, Landscape Architect with Waldrop, to explain what he has been doing, in terms of the landscaping, and what he would be doing, in terms of describing the Landscaping Plan that he was developing for CDD #2 and not the Villages. Mr. Miller noted that many in attendance did not attend the earlier Village Board and District Officers' meeting and asked Mr. Binkowski to take that into consideration during the presentation.

Mr. Binkowski stated that he and his team of Landscape Architects, along with Engineering, were contacted one-and-one-half days after Hurricane Irma, pursuant to The Foundation's approach to assessing damage. The understanding of Waldrop's scope was important because the design had yet to occur. Waldrop would proceed with that later this month. The initial step was trying to reach an understanding of the landscape material that was damaged that presents any type of health, safety, or welfare risk to residents or property. With some awareness of the multitude of impacts that may have occurred in one given area and how that may affect the redesign that would occur. Waldrop tries to be extremely objective, remain unbiased, and truly look at this as an assessment of the value of the damage. Initially, Waldrop planned to go through the entire community and approached it in areas based on whether it was CDD property or whether it was Village property. In CDD #2, what was released in the Report so far was the general quantification of what was found. A couple of errors had been pointed out to Waldrop and the adjustments were made, accordingly. Waldrop was rounding out the written Report by the end of this week. Regarding the pink and orange tags, the pink tags were trees that Waldrop presumed presented a threat of overturning and causing immediate damage or were dead or overturned trees that were in shock and would not recover. The orange tags meant a number of things but those trees were not slated for removal. Orange tagged trees could include:

- Trees that overturned but did not have substantial structural damage to the roots, could easily be uprighted, and had the ability to reroot.

- Trees with canopy damage that could be repruned so the tree would be balanced and not have a risk of overturning.

Mr. Binkowski stated that the District has various types of palm trees but the two most significant types of palm trees affected were the Royal Palms, which were the very large palms, such as the ones along Club Center Drive, and Coconut Palms. When marking palm trees, they were specifically looking at the health or damage to the bud, which is the terminal part of the tree where the new spiky palm leaves come out. Sometimes a damaged bud is immediately noticeable but it can take several months to know the extent of the bud damage. In a storm such as this, minor bud damage might not kill a tree but, if a freeze occurs, it could further damage the bud and kill the tree. Whenever possible, Waldrop tried to mark those trees with orange tags, unless definitive bud damage was observed. If a tree was tagged pink, it was because Waldrop observed something critical.

Mr. Binkowski stated that, while judgments were made, one must understand that Waldrop was doing an assessment of damage to ensure that, with what was being programmed for any replacements or redesign, there would be an adequate budget in place to be able to make whole certain areas. It did not mean that it was necessarily the final design. Since the hurricane, a month out, Waldrop thought that as much as 75% of the trees would live. Royal Palms are irreplaceable when it comes to entrances to some of the key areas and intersections; it has a design value, is a native palm and has the ability to allow the branches to break off during a hurricane and protect it from falling over. The community had a lot of damaged Coconut Palms, which are expensive to replace but a better than expected return on the Coconut Palm buds was observed.

Mr. Binkowski stated that, from a design stance, going forward, when there is damage and where trees were removed or ficus trees toppled, Waldrop would make recommendations. In one month, the general Concept Plan, based on everything, would be prepared and then be bid to reach a final understanding of what the CDD's budget will be; it would be within the number that Waldrop forecast, based on their assessment, because the assessment was very conservative and unbiased.

Mr. Binkowski stated that, as expected, they received questions about some of the pink tags. Some trees tagged pink already fell and, in some instances, trees tagged orange fell on a house or in front of a front door and had to be removed. He assured everyone that Waldrop was not trying to remove all of the community's trees.

Regarding replacement, Mr. Binkowski stated that recommendations would be made, in terms of modification to the typical plant palette, because some plants do better than others. Waldrop does not want to be irresponsible and suggest one-for-one replacement, in terms of quantity and vegetation that suffered a lot of damage. Across the community, Mahogany and Tabebuia trees were damaged the most; it was not unique to the Villages, as opposed to the streetscape, and is the biggest area for replacement. CDD #2 sustained more significant damage in its common area plantings than CDD #1. That affects the appearance of the streetscape; however, even though CDD #2 is newer than CDD #1, items, such as oak and olive trees, may not need to be replaced one-for-one, especially when there is no code requirement to do so. One of Waldrop's recommendations would be to focus on appropriate understory plantings, in order to bring back a lush character but still be sensitive to the maintenance costs and, going forward, something that would be sustainable during future storm events.

In terms of the design parameters for CDD #2, Mr. Miller asked if Waldrop would bear in mind the shielding of views of houses from the roads. Mr. Binkowski replied affirmatively; the design phase was just beginning and the design intent would be summarized within the report so that people are not left to wonder.

Mr. Miller asked for a brief overview of Waldrop's preliminary design thinking for the District.

Mr. Binkowski thought that the first thing would be to correct views that changed in a negative way. The priority would be exposure, whether the side of a house, at the entry to a Village, homes along a very narrow view, or homes right next to a given roadway. Mr. Binkowski noted an area on the north end of Fiddler's Creek Parkway, east of Veneta, coming past Sandpiper Drive, with a large lake, where some ficus trees were down but the view is great and the view does not negatively impact any homeowner; there may be potential to open the area up and not replace those ficus trees. That was a perfect example of where the District would not need to spend a lot of money righting ficus trees to recreate a buffer when the view was arguably more beautiful now.

Mr. Miller stated that there is a definite difference in the view that one sees of the homes, with the trees down than there was in the past. He wanted to know if that would be a material aspect of Waldrop's design concept. Mr. Binkowski replied affirmatively; where there is a narrowing levy or backs of homes or condos against a buffer, Waldrop would try to install plants that would be substantial and create a screen, much like in other areas, to ensure that those views

are not detrimental to the value of the home. Mr. Miller wanted to be clear that, if the District signs the Agreement and adopts the Plan, it carries along with it the implicit approval of the Design Review Committee (DRC). Mr. Miller asked if Waldrop was taking into account any of the concepts that the DRC has or will express. Mr. Binkowski replied affirmatively. Waldrop was the Landscape Architect for Oyster Harbor and is familiar with what it means to work within Fiddler's Creek and with the DRC's process and requirements. Regarding the streetscape, Mr. Binkowski thought that everyone should acknowledge that Waldrop would recommend to The Foundation that there be consideration of modifying the list of approved species, specifically, as there are trees on the list, such as Mahogany, which the hurricane proved, was a type of tree that does not do well in high winds. Mr. Binkowski stated that Waldrop's recommendation, to get past a couple of those specific types of trees, would be to replace them with something else. That will be especially applicable for the CDD roadways and buffers surrounding the community. Mr. Miller asked if hedges would be recommended. Mr. Binkowski replied yes but not ficus hedges, as they have the same issues as Banyan trees with whitefly issues. The recommendation would be for hedges and shrubs that would be more easily maintained and more likely to survive following a storm. Trees were the bigger issue and the lack of arbor care, in the community, was worrisome; a lot of trees, such as on the east end of Sandpiper Drive, were allowed to grow very tall and straight, without a lot of branching. When allowed to grow skinny and thin and there are not many branches, the tree gets really weak and can swing more and tip the tree over, or have the branches break off. Tree care is the resonating issue and a program should be in place; an annual arbor care program would be recommended, for at least a three to five year span, so the community can get the trees back in shape to alleviate the risk of losing so much material during the next storm event. Mr. Miller asked if his understanding that a similar recommendation was made following Hurricane Wilma was correct. Mr. Adams replied affirmatively. Mr. Miller asked if the District followed the recommendation. Mr. Adams replied affirmatively. Mr. Miller stated that the District must discipline itself to keep following it.

Mr. Miller asked if any Board Members had questions for Mr. Binkowski.

Ms. DiNardo asked if Mr. Binkowski would present the design and recommendations to the Board, including type of trees, etc. Mr. Binkowski stated that, within the next month, Waldrop's plan was to prepare a Concept Plan that advances to a stage where the work can be bid. The Concept Plan would include a Planting Plan for the respective streetscape areas or where any other damage occurred. For the streetscape, Waldrop wants to present a plan that is

not just patchwork and filling in with new material that does not match; they want to provide a comprehensive plan, in terms of understanding that, if new material is presented or suggested that is different than what is already planted, it makes sense within the overall design. A presentation would be in mid-November, which would include the plans, image boards, etc.

Mr. Miller asked if Waldrop would have the budget figures, at that time. Mr. Binkowski replied affirmatively; specifically, the budget would be less than what was already estimated in the landscape assessment. Ms. Viegas asked Mr. Binkowski if he would have the DRC approval before presenting the Plan to the Board. Mr. Binkowski replied affirmatively; Waldrop was designing hand-in-hand with the DRC and the DRC would be in the loop throughout the design process to ensure that it was not something the DRC would object to. Mr. Miller expressed his understanding to Ms. Viegas that the Plan presented to the Board will be, per se, adopted de facto, by the DRC before it is presented to the Board. Ms. Viegas stated to Mr. Binkowski that, on the summary presented to the Board, with all of the spreadsheets for CDD #2, he made it very clear that the numbers were only the replacement budget and asked if Mr. Binkowski would include this and not do removal or if he will have a budget that includes tree removal, as well. Mr. Binkowski stated that the comprehensive, overall budget was being prepared. Mr. DiNardo stated that a removal proposal was sent to three contractors and three bids were received. The bids were approximately \$1,250,000, \$1,450,000 and \$1,350,000. Mr. DiNardo stated that, if CDD #1 and CDD #2 had approved a deal, The Foundation would have commenced work on Monday. The Foundation will not start the work until it has a contract so, if the Board votes to change the scope and, if both CDDs do not join the program, it would change the program tremendously because then he would not have critical mass to send out the contracts. Mr. DiNardo stated that, if both CDDs elect to go forward, The Foundation will let the contract out the day after the October 25 meetings and hopefully start work the following Monday. Mr. DiNardo assumed it would be a 45 to 60 day job; the goal is to complete the removal phase by December 15. After Mr. Binkowski presents the Replanting Plans, The Foundation would give one week to get it approved by CDD #1 and CDD #2; the process would not be held up waiting for a Village so everyone would be given one week. Mr. DiNardo's thought regarding the process was that The Foundation has been very reasonable to expedite this, as quickly as possible, so, if the Plans are approved by the first week of December, they would be sent out to bid. Because The Foundation wants to put the Plans under contract, everyone must be cognizant that the longer they wait, the more it will cost, as the demand for plant material is unknown and

what is available; therefore the faster the estimated \$3.7 million contract goes out, the higher priority it might be. The contract would also bind the installer with a contract that would be started in May. With the data, the special assessment would be going out in January.

Mr. Miller suggested that, when developing the plan for replanting, Mr. Binkowski could ascertain, through his contacts in the industry, what material is available and how quickly it will be available, in terms of the creation of the Plan, starting in the spring. Mr. DiNardo stated that, since a home must be landscaped before the Certificate of Occupancy (CO) is issued and large builders have larger capital resources than others, he suspected that builders were already purchasing plant material before it is even grown, which, as a Developer, is what he did the last time. Mr. DiNardo stated that was why Mr. Binkowski was given flexibility and they were looking at landscape materials that are available and would withstand a hurricane. Mr. DiNardo stated that Mr. Binkowski was tasked with completing the Plan by November 15, everyone would be given a week or two to respond, and then it would be put out to bid. Because of the factors that Mr. DiNardo just outlined, Mr. Miller asked if Mr. Binkowski would work to ascertain availability when developing the Plan. Mr. DiNardo replied affirmatively; it would be part of the scope. Mr. Binkowski stated that Waldrop was already monitoring this, as one of the larger Landscape Architecture firms in South Florida, and are directly involved with the purchasing of plant material from areas around Florida. Mr. Binkowski stated that shrub material would not be an issue and because of the size of this contract, committing to this contract in early December or early January gives a landscape installer either the ability to partner with a grower or grow the material themselves. The larger issue will be that the demand, due to the hurricane, is unknown. Within the next couple of months, the District's 10' to 12' size trees will become very expensive and difficult to acquire. Mr. Binkowski stated that the District lost specimen material, which would be more difficult to replace and could be expensive, so they should be mindful of where and when they have those materials so that the contractor has plenty of lead time to find something, as opposed to just abandoning something.

Mr. Klug stated that it was announced in the CDD #1 meeting that, after Hurricane Wilma, the Board adopted a resolution that any Banyan trees that came down would not be replaced and asked if CDD #2 adopted a similar resolution. Mr. Adams recalled that CDD #2 did adopt the same resolution; at that time, the Districts held Joint Meetings.

Ms. Viegas asked Mr. Binkowski if, when he did the final Plan, he could not combine the CDDs together and also the costs, as she tried to back into the numbers but the total was not

jiving with the individual numbers. Mr. Binkowski stated that it was because there is a mix of different materials and CDD #1 versus CDD #2; this is a draft report, which would be refined next week to ensure that the accounting is correct, it will be broken into Villages, condos, and single-family, by CDD #1 and CDD #2.

Mr. Miller asked for public comments.

Carla Jennings, a resident, stated that she has two tree stumps on her property that have pink tags and asked if that meant that those trees were part of the CDD. Mr. DiNardo asked where the resident lives. She stated that she lives in the single-family area on Aviamar Circle. Mr. DiNardo stated that the community landscape was assessed and anything that was dangerous was tagged for removal. Mr. DiNardo stated if Millbrook is part of the program, then anything that was tagged would be part of the contract. Mr. DiNardo asked Mr. Binkowski if all stumps will be removed. Mr. Binkowski stated that stumps would be removed. Mr. DiNardo stated that the resident's stumps would be removed, under the program, with the understanding that the Millbrook costs would go to the Millbrook homeowners. Then, Mr. Binkowski would produce a Plan for Millbrook.

Mr. Miller asked that the discussion remain focused on CDD #2 issues.

A resident, stated that, from the discussion, she was concluding that CDD #2 is responsible for north of Fiddler's Creek Parkway, from Sandpiper Drive on, all of Sandpiper Drive, and the perimeter of Museo Circle and other areas. Mr. Miller stated Museo but not all of Sandpiper Drive. Mr. Adams stated, essentially from the bridge. The resident stated that she was confused about the discussion of the public areas and asked what public areas are, such as, are they one or both sides of the street. She was concerned about Campanile Circle and that entire new area had very little on one side of the street. Mr. Miller stated that the road is a District road and heading from Chiasso, going all the way around the circle, the right-hand side is District property and the left-hand side has neighborhoods, which are the respective Village's responsibility.

A resident asked if the new Plan would add colorful trees or trees that would add color throughout different parts of the year. She discussed various trees. Mr. Miller stated that Mr. Binkowski would address that, in detail but had made a comment that those trees are only great for two weeks out of the year and was referring to the practicality of those trees. She asked if there was another type of colorful tree that could be added. Mr. Binkowski stated that the Poinciana trees did very well during the hurricane so those would not be removed, and the Plan

would consider moving other trees, such as the smaller flowering trees, to areas with less wind, etc.

Helen Robinson, a resident, asked about the north buffer in Millbrook, which was decimated, and asked if it would be in the Plan. Mr. Binkowski confirmed that the area was included in Waldrop's assessment of the damage and there would be consideration for those.

A resident stated his understanding that the islands on the cul-de-sacs were also CDD property. Mr. DiNardo and Mr. Miller concurred.

Mr. Russ Berry, a resident, asked to whom residents should direct questions if they do not know who to ask. Mr. Miller stated that it depends on the question; CDD questions could be directed to any of the CDD Board Members and Village questions should be directed to their Village President. Mr. Berry asked how to determine if it is a Village or CDD question. Mr. Miller stated that the CDD is responsible for the outward infrastructure, such as roads, streetlights, stop signs, speed limit signage, sewer, etc., while the Villages are responsible for the Village landscaping. In general, the CDD maintains the outward infrastructure of the community and the Villages maintain the inward infrastructure. Mr. Miller stated that, when in doubt, questions could be directed to the respective Village President or a CDD Board Member, via mail or the CDD website. Ms. Viegas stated that the Membership Office has a one-page sheet with a diagram of CDD #1 and CDD #2 and the Board Members' contact information. This being his first meeting, Mr. Berry stated that it would be nice if there were placards with everyone's names. Mr. Miller stated that they normally have placards but they were not displayed today because it was an emergency meeting. Mr. Miller further stated the Board tries to be accessible to residents. The Board Members are, essentially, all volunteers who have the interests of the community at heart; there is no great formality, the Board Members are all residents and, if a resident has a question, they should find a Board Member and ask them. Ms. Viegas stated that the website has the meeting schedule, the meeting agendas, the meeting minutes, and the packages that the Board reviews before each meeting; the website is filled with information, if one wants to learn anything about the District. Mr. Berry stated that he was having trouble finding it. Ms. Viegas stated www.fiddlerscreekcdd2.com. Mr. Adams clarified that it is ".net"; www.fiddlerscreekcdd2.net. Mr. Miller stated that there is a time lag between the meeting and the minutes being posted but the Board Members are always very accessible.

A resident stated that she lives in a Marengo Village condominium and wanted to know if her driveway was a CDD or Village responsibility. Several Board Members responded that it

was the responsibility of the Village. She stated that there were issues that she would address to her Village President.

A resident stated that the situation in Mussorie is different than any of the others because Mussorie does not have a Village; therefore, there is no Village President or Village Board. Mr. Miller stated that Mussorie may not have been turned over to the residents yet but there is an entity, a Board, and Board Members. Mr. DiNardo stated that Taylor Morrison (TM) controls the Mussorie Association and suggested that Mussorie residents speak to TM. Mr. Miller stated that, once 90% of the homes are sold, control of the Board is turned over to residents; there is a Board, there are officers and they must deal with this for residents. It was noted that Mr. Tony Burdett, of TM, is the Mussorie Board President and, if not him, he could direct residents to the correct person.

Mr. Mark Minor, Civil Engineer with GradyMinor, stated that GradyMinor was tasked, two days after Hurricane Irma, to conduct a damage assessment of the streetlights, street signs, monuments and wall signs into the communities, entry features, and the perimeter fence. GradyMinor was on site before the emergency repairs and cleanup. A comprehensive report of the necessary repairs was prepared, including the estimated cost to restore everything to pre-Hurricane Irma condition. The report was completed and provided on Friday and the costs were divided yesterday and a summary was provided.

Mr. DiNardo stated that both Waldrop and GradyMinor provided preliminary reports, which were forwarded to a drop box, due to the sizes, and access was given to all Village Association Board Members and all CDD #1 and CDD #2 Board Members. From the conversations today, the Engineers would provide their final reports and, once their final reports are received, they will be posted on the various websites. Mr. Miller wanted to be clear that Mr. DiNardo was speaking about the Districts' reports. Mr. DiNardo stated that Waldrop's Report must break out CDD #1 and CDD #2.

Mr. Miller asked if anyone on the Board had questions about the hardscape. Mr. Miller asked if anyone in the audience had a question about the restoration.

Mr. Ron Kessler, a resident, asked if there was a timeline for the restoration of the hardscape. Mr. DiNardo stated that there are elements to completing this job. The first element is the Contract to take care of the trees, which must be done before repairing any walls or sidewalks. The lights must be assessed from the Districts of what work they did and what work was remaining, as they gave the work to Bentley Electric Company Inc. (Bentley) but, if there

were any issues with the lights, he wanted to take care of those lights, as soon as possible. Also, the signage would be repaired. Mr. DiNardo stressed that everything was contingent on the District's approving it because he cannot let contracts out if the Districts and The Foundation are not in agreement. The time table will wait until the next CDD meetings and, if approved, the contract would be let out for the restoration portion and, at the same time, they would start to talk about completing the hardscape. Mr. DiNardo stated that he had three people to do the removal work and it costs to get a contract; therefore, he would not spend money unless he has a commitment from the CDDs. Mr. Miller stated that, on occasion, the District had to wait a long time to get signs done and had issues with the sign companies "hurrying them along". Mr. Miller asked if the same sign companies would be used. Mr. DiNardo stated that they would have them bid out; he thought it was approximately a \$50,000 contract, which might get their attention and he would put as much pressure on them as possible. Mr. Miller stated that the District had real delays and complaints about the sign company. Mr. DiNardo stated that, right now, the bottleneck is the Districts; he needs the Districts' approval. Mr. Miller voiced his understanding but stated it was a complicated Contract and he wanted everyone to read it; he only raised the issue because Mr. Kessler spoke about a timeline and he knew that one of the issues was with the signs. Mr. DiNardo stated that he was aware of that and was now at the stage where events were dependent upon other events.

Ms. Viegas stated that, on Mr. Minor's Report, there were a lot of notes, as far as things that were pending, and asked him if he would complete that in the final Report or if the bid must take care of that. Mr. Minor stated that is in the next phase, it is not going to be done in the Assessment Report but an estimate of costs was given. Ms. Viegas stated, some of the things you said it does not include and is pending structural inspection, so you gave a very low cost, for example, the perimeter fence for Aviamar Village you have \$1,500, but it is pending structural inspection. Mr. Minor stated that they would have a cost to replace the fence; it would not be pending. Mr. Miller asked Ms. Viegas what her question was. Ms. Viegas stated that, in Mr. Minor's Report, there are a lot of notes so she was asking if those would be in the final Report or if it was part of the bid. Mr. DiNardo stated that the contractors do all of that, when they come out; Mr. Minor's Report identified an area and gave an allowance and now the contractors would come out, inspect and bid. Mr. DiNardo stated Mr. Minor has probable cause, which is why they must go to the next stage and get a contractor.

A resident stated that the lights along Fiddler's Creek Parkway were, essentially demolished. Mr. Miller stated that those were CDD #1. She asked if CDD #1 had the entire length of Fiddler's Creek Parkway. Several responded no. Mr. Miller stated but a lot of the lights were on CDD #1's portion. She noticed that some were repaired and there are additional lights that were not very sturdy to begin with and questioned why the District would continue to have the same lights and not use sturdier lights. Mr. DiNardo stated that she had her opinion whether they were sturdy or not but she should trust him that they are all by code and are sturdy; so she should not make generalizations. Mr. DiNardo stated that, whatever lights could be turned on right away were and the District did the right thing in getting them on. Some lights could not be turned on because the poles were destroyed. The next phase is replacing all damaged lights.

A resident complimented many of the Board Members and Mr. DiNardo. As a permanent resident, he came back very early Monday morning and could not believe the damage; no roads were passable. Drivers had to weave around debris and physically move tree branches and debris. He observed Mr. DiNardo personally moving trees and branches, along with other Board Members. The work that was necessary just to enter the community was unbelievable. He commended everyone for their efforts and, while this was a difficult situation, if everyone saw the damage from the beginning to now, the community has come a long way. There has been a marked difference in a small time.

Mr. Miller expressed the Board's appreciation. The Board Members are all residents of the community and want to restore it to its former glory and keep it that way.

Mr. DiNardo stated that he spoke to the District Engineer and there is a potential problem that both CDD #1 and CDD #2 should be aware of.

Mr. Cole stated that, in consideration of the cost of things, he was in the process of obtaining final acceptance on several projects, such as Phase 5, Unit 2 Aviamar and other areas with landscaping, streetlight and sign damage. A punch list inspection was conducted with Collier County and a portion of the punch list work was completed before the storm and some was being completed now. Prior to the storm, many of the storm basins were cleaned but many need to be cleaned again, due to all of the storm events. The financial impact was not known but must be considered between now and the CDD meeting next week; he would inspect those items and make a recommendation. Mr. Miller asked if Mr. Cole was talking about punch list items that remained before final County approval. Mr. Cole replied affirmatively. Mr. DiNardo stated

that the initial work was paid by the builders. Mr. Miller stated that he understood that. Mr. Cole stated that, in some instances that cleaning work was paid for by the builders and was completed but, now, it was an act of nature and not an act by the builder that necessitated cleaning the basins again. Mr. Miller asked if Mr. Cole was talking about, for example, along Chiasso, where the gutters were. Mr. Cole replied affirmatively. Mr. Miller asked if those were all completed before the hurricane. Mr. Cole did not know. Mr. Cole believed that some were cleaned but some were not. Mr. Miller replied exactly. Mr. Miller asked Mr. Cole if, for the next meeting, he could ascertain what was completed and paid for and what still needed to be completed. Mr. Cole replied affirmatively.

FOURTH ORDER OF BUSINESS**NEXT MEETING DATE: October 25,
2017 at 10:00 A.M.**

The next meeting would be held on October 25, 2017 at 10:00 a.m., at this location.

FIFTH ORDER OF BUSINESS**Supervisors' Requests**

Mr. Miller stated that Mr. Klug's proposed cancellation or rescinding of the District's prior actions with regard to the approach to the Veneta Fountain and those plantings would be discussed at the next meeting.

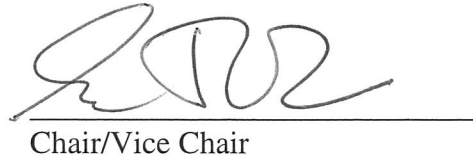
Mr. Miller asked if there were any other comments. There were no other comments.

SIXTH ORDER OF BUSINESS**Adjournment**

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

On MOTION by Mr. Mayer and seconded by Mr. Klug, with all in favor, the meeting adjourned at 11:42 a.m.
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Secretary/Assistant Secretary


Chair/Vice Chair