

**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, December 6, 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:

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

Also present were:

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
Ron Albeit	The Foundation
Robert Dieckmann	Project Manager
James Fairbanks	TEM Systems Sales Manager
Jason Cloud	TEM Systems Service and Installation Manager
Marie Puckett	Fiddler's Creek Security
Michael Herrera	Grady Minor and Associates
Marlo McQuaker	Resident
Mike Mills	Resident
Michael Buck	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:06 a.m. Supervisors Miller, DiNardo, Mayer and Viegas were present, in person. Supervisor Klug was not present.

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**

Ms. Robinson stated that the Court ordered an approved schedule based on the case being ready for trial in late December, 2018 or early January, 2019 and a likely trial date of February, 2019. Since the discovery deadline is the end of September, 2018, District Counsel will move expeditiously, this month, to arrange a proposed discovery schedule with opposing counsel, and a deposition schedule to meet that deadline as a first order of business. Ms. Robinson requested an executive session to aid in the creation of a schedule, and other discussions about upcoming depositions and discovery. Since an executive session was previously scheduled for CDD #1 on Thursday, December 14, at 1:00 p.m., Ms. Robinson suggested scheduling CDD #2's executive session immediately following. Mr. Miller stated that the time must change from 1:00 p.m. to 2:30 p.m. because the room was unavailable until then, and warned that the open meeting portion prior to the executive session for CDD #1 might be lengthy, as other business issues would be discussed. Ms. Robinson stated that it would not be a problem and was subsequently released.

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

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

Mr. Albeit stated there were no Developer updates. Ms. Viegas stated that a number of homeowners in Millbrook closed on their Lennar homes after Hurricane Irma and had inquired about the status of the assessment. Ms. Lord replied that whoever owned the home when the assessment was levied would be billed and responsible because they would reap the benefits of the restoration. Mr. Miller commented that contracts should be scrutinized during the closing and homeowners should do their due diligence prior to closing, after the contract was confirmed. In response to Ms. Viegas' question regarding the pressure washing schedule, Mr. Albeit stated that once the contractors completed CDD #1, they would commence pressure washing CDD #2. Ms. Viegas wanted to know when the monument sign would be changed from Marengo to Millbrook. Ms. Lord replied that the signage was most likely delayed due to the hurricane and would forward updates upon receipt.

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

Mr. Miller stated that a concerned resident previously photographed the catch basins and questioned their appearance. Mr. Cole stated that the catch basins were recently prepared for

concrete work and the resident must have photographed the basins at that point. The contractor was aware that the joints required saw cutting and would soon complete the work.

Mr. Cole reviewed the Hurricane Irma Restoration Report dated December 5, 2017, which was distributed and mentioned that Mr. Dieckmann, the Interim Project Manager for The Foundation, could also answer questions. In response to Mr. Miller's question regarding BrightView Landscaping (BrightView), Mr. Dieckmann confirmed that invoices would be forwarded monthly. Mr. Cole stated that although the draft contracts from Bentley Electric (Bentley) were not yet reviewed, it was estimated that CDD #1 would be billed \$170,000 and CDD #2 would be billed approximately \$75,000 for a variety of different repairs. Mr. Miller inquired about the length of time it would take to fulfill the contract. Mr. Cole stated that it would take months especially since certain items, such as street poles had lengthy delivery times. In response to Mr. Miller's question regarding inventory, Mr. Cole stated that Bentley Electric kept inventory to a degree but doubted that they had entire poles. Mrs. Adams stated that after the hurricane, the inventory was depleted. Mr. Cole stated that the estimated costs were for work that was pending; however, several projects were completed right after the storm that Mrs. Adams coordinated. Regarding signage repairs, Lykins Signtek (Lykins) forwarded a proposal to Mrs. Adams. Mr. Miller stated that, previously, Lykins was slow in completing projects and directed Mrs. Adams to ask them to be more expeditious. Regarding lake bank erosion, Mr. Cole stated that contractors were in the process of removing large ficus trees from Lake #88, along the western bank, and Management budgeted \$60,000 to \$70,000 for that repair, but it was not known if that amount would be sufficient. In response to Mr. Miller's question regarding normal non-hurricane issues, Mr. Cole stated that the contractor was completing certain punch list items, but currently had no charges to present. Ms. Viegas asked if all of the irrigation and landscape lighting issues were resolved. Mr. Cole stated that a few irrigation pipes were damaged by BrightView crews, in an area adjacent to Lake #88, and the contractor was responsible for repairing those items. In response to Mr. Miller's question, Mr. Cole stated that the pipes were operable. Ms. Viegas asked if any other irrigation issues could arise, based on the hurricane that would affect the budget. Mr. Cole stated that as trees were pulled, there may be additional damage but the contractors would be more cautious. In response to Ms. Viegas' question regarding the Creative Lane and the Aviamar Buffer, Mr. Cole stated that he did not have time to follow up on why Creative Drive was not part of the BrightView bid, or where the information regarding the Aviamar buffer is listed in the contract. Ms. Viegas asked if Mr. Cole and Ms.

Lord had time to review the damage in Aviamar Circle before Lennar leaves. Mr. Miller requested that they make sure Lennar's deposit is held back until that review can be done. Mr. Michael Buck, a resident, reported that the irrigation pressure in Veneta/Campanile Circle was very low and asked if a contractor was responsible. Discussion ensued regarding contractors and irrigation pipelines.

SIXTH ORDER OF BUSINESS

Discussion/Consideration: Wall Repair/Replacement Options (Grady Minor)

Mr. Miller stated that, Grady Minor delivered a presentation at a recent workshop meeting, wherein four CDD #1 board members were in attendance, as well as he and Ms. Viegas, representing CDD #2. The same presentation would be made today regarding the different wall/fencing options. Per Mr. DiNardo, only \$1 million of the loan proceeds would be allowed for both districts for the walls. We therefore have to keep the budgetary constraint in mind as we review the options. He introduced Mr. Michael Herrera, from Q. Grady Minor and Associates (GradyMinor).

Mr. Herrera stated that the areas in CDD #2 in need of repair or new walls included Veneta, Lagomar, Creative Lane, and Aviamar, which would be 6' tall except for a portion of Aviamar, which was an 8' wall. Mr. Miller asked about the size of the posts. Mr. Herrera stated that the type of product currently available was a pre-cast concrete wood fence, which resembled wood but was not actually wood. The older developments such as Lagomar and Creative Lane had 5" posts while Aviamar had 6" posts. In response to Mr. Miller's question, Mr. Herrera confirmed that 5" posts were no longer available and the vast majority of the failed gates in CDDs #1 and #2 contained 5" posts. The four options for consideration included a stackable pre-cast concrete wood-like, a single panel concrete wall that can reach up to 15', a vinyl stone wall, and a chain link fence with vinyl coating. Mr. Herrera reviewed the advantages and disadvantages of each wall with regard to Miami-Dade certification, wind resistance, manufacturer warranties, and costs. Mr. Miller stated that walls with sound barrier capabilities were very significant and should be emphasized. Mr. Mayer asked if the walls were approved by the Design Review Committee (DRC). Mr. Miller replied affirmatively. Ms. Viegas previously researched the vinyl wall manufacturer's website and clarified that the company has been in

business since 1995, not a decade, and the walls had lifetime warranties with 30 years on the color. Mr. Miller wanted to know what percentage of the walls within CDD #2 could be maintained, as they are, without repair, and what percentage of the perimeter walls can be repaired. Mr. Herrera replied approximately 80% of the Aviamar area could be maintained without repair and 260 linear feet in the Veneta area should be repaired. With regard to landscaping, all shrubs should be trimmed 2½' and there should be 2' clearance from the walls. Mr. Miller wanted clarification that the \$1 million budgeted amount was to install walls in both districts, excluding the landscaping. He felt that this information should be disclosed before any decision was made and directed Mr. Dieckmann or Mr. Albeit to contact Mr. DiNardo for an answer. In response to Ms. DiNardo's question regarding an estimate, Mr. Herrera stated that it would cost \$81,000 to repair 260 linear feet of wall in Veneta because it already had 6' posts, Lagomar could be repaired at a cost of \$84,000; however, the majority of the wall would still have 5' posts and replacing all of the 5' posts with 6' posts would cost \$230,000. It would cost \$227,000 to repair Creative Lane, however, 60% of the wall would have 5' posts. In response to Mr. Miller's question, Mr. Herrera stated that it would cost \$437,000 to replace all of the wall on Creative Lane or \$370,000 for the new vinyl wall and it would cost \$18,000 to repair Aviamar. Mr. Mayer asked for a total amount to repair the walls in CDD #2. It was estimated that it would cost \$410,000, to repair CDD #2 and \$540,000 to repair CDD #1, without the landscaping. Mr. Mayer pointed out that there may be hidden costs in the removal of vegetation, for which there should be a contingency fund. In response to Mr. Miller's question regarding a contingency amount, Mr. Herrera estimated 20%, which would bring the estimated repair total to \$500,000 for CDD #2. Mr. Miller wanted to know how long it would take to remove the landscaping. Mr. Dieckmann replied the end of January. Mr. Miller recapped that in six weeks, the District would know whether a 20% reserve or contingency fee was an adequate amount, in addition to the estimated repair amount of \$410,000.

On MOTION by Ms. DiNardo and seconded by Mr. Mayer, with all in favor, repairing the existing wall damage with pre-cast concrete, in a not-to-exceed amount of \$500,000, was approved.

Ms. Viegas noted that we should not consider pursuing the three new walls that were proposed at the workshop at this time due to lack of funds. There is no urgent need for any of them. The Board agreed.

Ms. Viegas suggested at this time we let the TEM Systems (TEM) representatives who had been waiting, go next on the agenda. Mr. Miller agreed.

▪ **Vendor Presentation**

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

Mr. James Fairbanks, Director of Sales for TEM, distributed a handout listing the services rendered to Fiddler's Creek post Hurricane Irma and stated that TEM appreciated the business. He introduced Mr. Jason Cloud, TEM's Service and Installation Manager, who could answer any of the Board's questions. Mr. Miller inquired about a huge dent in the gate arm of one of the arms on Championship. Ms. Puckett stated that the arm was not functional and a replacement was ordered. Mr. Fairbanks stated that he was new to the company but previously worked in integration for 25 years. He recently hired an Account Manager whose main role was to be a customer advocate for the District and resolve issues. Mr. Fairbanks' primary focus was on sales, marketing, and achieving goals, while Mr. Cloud handled the operational side of the business. Mr. Miller stated that he used the Championship Drive entrance and exit most of the time, and it was not infrequent for the gate to have missing arms. Mr. Fairbanks stated that generally, vehicles would hit the arms and cause them to fall off, but TEM had arms on site for quick repairs and recently increased its onsite inventory which was depleted as a result of the hurricane. The parts were stored at the main gate house in a secured environment and TEM was in the process of upgrading and replacing the bar code scanners as part of the maintenance contract. In response to Mr. Miller's question, Mr. Fairbanks stated that the scanners required constant service and maintenance, and a TEM technician would be on site two days per week. Ms. Viegas stated that the Sandpiper entrance was the District's least secure entrance and asked if its exceedingly long gate arms were now going to be kept on inventory. Mr. Fairbanks stated that the Sandpiper arms were now in stock. Ms. Viegas asked Ms. Puckett if she was comfortable with TEM's service. Ms. Puckett noticed an improvement in TEM's customer service and stated that the District's security equipment was 12 years old and TEM provided a discount on parts, which was helpful.

SEVENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of October 31, 2017**

Mr. Adams presented the Unaudited Financial Statements as of October 31, 2017. On Page 2, under Expenditures, Mr. Miller questioned why \$8,000 was budgeted for "Arbitrage rebate calculation" when the District had no arbitrage income. Mr. Adams stated that the amount was the cost of the calculation, which was required to be completed by a third party. Mr. Miller suggested renaming the line item as an "Arbitrage rebate fee calculation." On Page 3, under Landscaping, Mr. Miller asked for clarification of the "Improvements and renovations" line item. Mr. Adams stated that \$14,461 was the price of restoration in the current month. In response to Mr. Miller's question regarding "Roadway maintenance," Mr. Adams confirmed that the allotted funds were for valley gutters, as per the District Engineer. In response to Ms. Viegas' question regarding the "Legal advertising" line item, Mr. Adams stated we do all the notices for the known public meetings for the year this month, so we should be within budget for the rest of the year.

Ms. Viegas asked if the "Hurricane Irma" line item would be moved from Expenditures to Revenues when the loan was reimbursed. Mr. Adams replied that the hurricane line item would be offset and reclassified under "Miscellaneous income – Hurricane Irma Phase 1 cleanup cost recovery." In response to Ms. Viegas' question regarding the difference in the beginning and ending fund balances between September and October, which she assumed was due to accruals and hurricane expenses, Mr. Adams stated that those figures would never tie and the figures from September were as of the date that they were prepared and accruals, which were larger than usual because of hurricane recovery costs, were still pending.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. District Counsel**

Mr. Pires stated that the Planning Commission would be holding a hearing on the Antilles rezoning on December 21, 2017, at 9:00 a.m. in the County Commission chambers, if anyone wanted to attend. Secondly, the County Clerk had not recognized the rule amending the boundaries for CDD #1 and forwarded an email stating that they were uncertain how to characterize it. He would prepare and submit another cover document. In response to Ms. Viegas' question regarding the status of the letter of understanding regarding the timing of the

payment in one lump sum of the assessment, Ms. Lord was still working on it. Mr. Miller asked Ms. Lord when she could get to it. She stated she would try to do it today.

B. District Manager

i. NEXT MEETING DATE: January 24, 2018 at 10:00 A.M.

The next meeting would be held on January 24, 2018 at 10:00 a.m., at this location.

C. Operations Manager

Mrs. Adams highlighted the following items:

- The Aviamar fountain was down due to a damaged backflow preventer. The contractor would be onsite this afternoon to repair it. Architectural Fountains would generate a summary report and Mrs. Adams would forward the report to the Board upon receipt. Mrs. Adams planned on hiring Architectural Fountains to handle all mechanical concerns of the fountains in the District.

In response to Ms. Viegas' question, Mrs. Adams stated that Architectural Fountains would ensure that they would be on site two days per week to review all of the electrical components, and would team up with another contractor who would strictly maintain the PH. In response to Mr. Miller's question, Architectural Fountains was located in Venice, Florida.

- Mrs. Adams stated that, in an earlier meeting, CDD #1 decided that pine straw should be applied at the main entrances and asked if there was an interest in doing the same, especially at the Veneta and Aviamar entries. The consensus was to hold off.
- All palm trees were pruned in CDD #2.
- The Operations Manager of LandCare resigned from the company and a new Operations Manager was hired and would be introduced to the Board at the January meeting.

In response to Ms. Viegas' question, Mrs. Adams stated that the landscape pre-bid meeting occurred and there were five respondents. There will be a bid opening on January 10, which would be presented for consideration at the January meeting. Mr. Miller wanted to know who was at the pre-bid meeting. Mrs. Adams replied the current contractors (LandCare and GulfScapes), BrightView, Superior, and Duval from Broward County.

NINTH ORDER OF BUSINESS

**Consideration of October 25, 2017
Regular Meeting Minutes**

Mr. Adams presented the October 25, 2017 Regular Meeting Minutes and asked for any additions, deletions, or corrections.

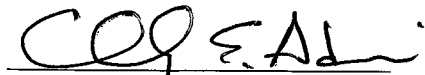
Mrs. Viegas stated that the minutes in the agenda did not include her edits, which were circulated via email by Mr. Adams two days after the agenda package arrived. Since the Board had not received the edits, Mr. Adams suggested deferring this item to the next agenda when Ms. Viegas' edits would be included.

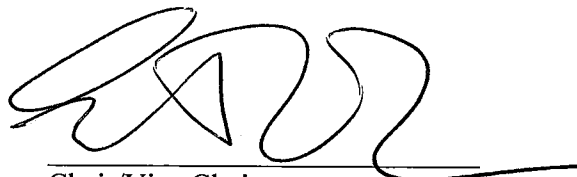
TENTH ORDER OF BUSINESS**Supervisors' Requests**

Ms. DiNardo asked about the status of Lakes #90 and #91. Mrs. Adams stated that Lake Masters Aquatic Weed Control Inc. (LakeMasters) chemically treated the lakes on Monday and indicated that the process would continue for the next few weeks and Staff has noticed improvements already.

Ms. Viegas stated she had been told by Mr. Dieckmann that he was sending weekly progress reports on the Restoration Plan to Mr. Adams and Mr. Miller. Ms. Viegas requested the reports be distributed to the entire Board. Mr. Adams stated he had not received any. Mr. Miller stated he thought they were being distributed. Mr. Dieckmann will make sure Mr. Adams receives them so all members of the Board can see them.

Ms. Marlo McQuaker, a resident, stated that she greatly appreciated the replacement of portions of the sidewalk along Campanile through Amador; however, the companies have damaged the grass with their machinery and she wanted to know if the grass would be replaced if it did not grow back. Mr. Cole asked for the addresses that were most affected and stated that he and Mr. Dieckmann would follow up on the issue. Secondly, while cutting and pruning the trees, BrightView allowed branches to fall onto Amador lots. Amador residents paid for the area to be cleaned and documented that there was no brush, but now BrightView or LandCare deposited piles of chipped debris on Amador lots, across from the pond, and she requested removal of the debris. Mr. Adams stated that any number of landscapers could have deposited debris on the open lot. Mr. Dieckmann stated that the County contractor was hesitant to collect and dispose of mulch piles and doubted that BrightView was responsible. Mr. Miller directed Management to contact LandCare regarding debris removal. Mrs. Adams stated that LandCare did not pile the debris, which was the result of illegal dumping by various contractors and chippers working on Campanile and the extension of Fiddler's Creek Parkway, and the debris removal must be a part of Phase 2 restoration that was taken over by the Foundation. Mr. Adams stated that Collier County would ultimately collect the debris. Mr. Miller directed Mr. Dieckmann to alert the County to the debris piles and remove it from the Amador lots.


Secretary/Assistant Secretary


Chair/Vice Chair