

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT
DISTRICT #2**

**REGULAR MEETING
AGENDA**

January 24, 2018

Fiddler's Creek Community Development District #2

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-free: (877) 276-0889

January 17, 2018

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors

Fiddler's Creek Community Development District #2

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #2 will hold a Regular Meeting 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. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items
3. Special Counsel Update
4. Developer's Report/Update
5. Engineer's Report
6. Consideration of Award of Contract for Landscape Maintenance Services
7. Acceptance of Unaudited Financial Statements as of December 31, 2017
8. Staff Reports
 - A. District Counsel
 - B. District Manager
 - i. NEXT MEETING DATE: February 28, 2018 at 10:00 A.M.
 - C. Operations Manager
9. Consideration of Minutes
 - A. December 6, 2017 Regular Meeting
 - B. December 14, 2017 Public Meeting
10. Supervisors' Requests

11. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,

A handwritten signature in black ink that reads "C.E. Adams, Jr." The signature is written in a cursive style with a large, stylized initial "C".

Chesley E. Adams, Jr.
District Manager



Wrathell, Hunt and Associates, LLC

TO: Fiddlers Creek CDD 2 - Board of Supervisors

FROM: Cleo Adams – Assistant Regional Manager

DATE: January 24, 2018

SUBJECT: Consideration of Award of Contract – Landscape Maintenance

Staff recently requested bids for the District’s landscape maintenance program. Five companies requested packages and attended the mandatory pre-bid meeting; with four companies submitting bids. The four companies submitting bids are considered to be qualified and capable of meeting the scope of services required under the contract.

As is typical with the District’s contracts, this is a one year contract with a second year option to renew. The bid tabulation is as follows:

Company:	1st Year:	2nd Year:
	<u>Aviamar/Oyster Harbor</u>	<u>Aviamar/Oyster H.</u>
Superior	\$486,870.00	\$486,870.00
Brightview	\$483,612.00	\$483,612.00
Landcare	\$462,250.00	\$476,110.00
GulfScapes	\$457,693.00	\$457,693.00
	<u>Veneta</u>	<u>Veneta</u>
Superior	\$480,730.00	\$480,730.00
Brightview	\$478,668.00	\$478,668.00
GulfScapes	\$442,409.00	\$442,409.00
Landcare	\$421,992.00	\$434,652.00
	<u>ALL</u>	<u>ALL</u>
Superior	\$947,239.00	\$947,239.00
Brightview	\$943,024.00	\$943,024.00
Landcare	\$884,150.00	\$910,682.00
GulfScapes	\$880,776.00	\$880,776.00



Wrathell, Hunt and Associates, LLC

Superior Landscape & Lawn Services references provided include the City of Bonita Springs as well as the City of Cape Coral. The contract value for Cape Coral is \$630K with the scope of work to include public works facilities, i.e.; Fire Stations, Police Stations, parks, as well as thirty miles of landscape medians. They are currently into their second year of a three year contract agreement. Staff contacted two of their references provided, with one response. No bank and credit references were provided.

BrightView Landscapes, LLC has a local presence in Bonita Springs; FL. Local references include Cascades at River Hall, located in Alva with a contract value of \$270K and have been under contract since 2009/10. Only concerns reported is project timeliness and slow communications. Brightview is currently into their second year of a two year contract with The Brooks of Bonita Springs CDD's with a contract value of \$630K. Additional references include Hampton Park at Gateway, Esplanade Golf and Country Club and the Hyatt Coconut Point Plantation.

LandCare, your current contractor in Veneta, have been maintaining the landscape within Veneta for the past ten years. There have been times that they have not provided the level of service the District has grown accustomed to however their job performance has been satisfactory most of the time. Landcare's Client references include District 1 of Fiddlers Creek, Ritz Carlton of Naples, as well as Saturnia Lakes of Naples.

GulfScapes, your current contractor in the Aviamar/Oyster Harbor Section of Fiddlers District #2, have been providing exceptional services with minimum maintenance concerns for the past three years. GulfScapes client references include The Regent, an extremely high end landscape package on the beach, Traditions at Grey Oaks, Villages at Venetian Bay and Esperia @ Bonita Bay. No bank and credit reference were provided.

Veneta: The current contract value \$444,645.00. Landcare's bid submittal to retain Veneta is approximately 5% less or \$22,653.00 for the first year, with a second year option of an approximate 2 1/3 % less or \$9,993.00.

Aviamar/Oyster Harbor: The current contract value \$486,786.00. GulfScapes bid submittal to retain Aviamar/Oyster Harbor is approximately 6% less or \$29,093.00 for the first year, with a second year option of the same.

Overall: Of the bids submitted, GulfScapes combined areas bid of \$880,776.00 is the lowest bid with a second year option of the same.

Should the Board look to retain both GulfScapes and Landcare respectfully that combined total is \$879,685.00 for the 1st year, with a second year option of \$892,345.00.



Wrathell, Hunt and Associates, LLC

Of the proposals received, it is the opinion of Management that GulfScapes is deemed to be the lowest, most responsive, responsible bidder to maintain the Aviamar portion of the contract, at a first year value of \$457,693.00, with a second year option of \$457,693.00 totaling \$915,386.00. Landcare is deemed to be the lowest, most responsive, responsible bidder to maintain the Veneta portion of the contract, at a first year value of \$421,992.00, with a second year option of \$434,652.00, totaling \$856,644.00.

For Fiscal Year 2017/18, the District has budgeted \$934,000.00. "Other contractual" line item 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.

**Fiddlers Creek CDD #2
Bid Analysis - January 2018**

<u>Company Name:</u>	<u>Qualifying Description:</u>	<u>Comments:</u>
Superior Landscape & Lawn Services	1. Use of Provided Submittal Form/Bid Surety 2. Submitted in Sealed Envelope 3. Subcontractor Letter & Qualifications 4. i) Proof of Place of Business II.) Adequate Resources III) Suitable Financial Backing iv.) References of Similar Size Scope v.) License Certificate v.i.) Subcontractor Qualifications	Yes - Bid Bond Yes No - All in-house Yes - Lee County No - Equipment List Not Provided No - Bank & Credit References were not Provided Yes - City of Cape Coral Public Works Approx Value \$650K Yes See 3 above
BrightView Landscape	1. Use of Provided Submittal Form/Bid Surety 2. Submitted in Sealed Envelope 3. Subcontractor Letter & Qualifications 4. i) Proof of Place of Business II.) Adequate Resources III) Suitable Financial Backing iv.) References of Similar Size Scope v.) License Certificate v.i.) Subcontractor Qualifications	Yes - Bid Bond Yes Southern Landcare, Southeast Spreading & PowerX Lee County Yes - Equipment List provided Yes - Bank & Credit References Provided Yes - Cascades @ River Hall (\$270K) Brooks of Bonita Springs (\$630K) Yes Not Submitted
Landcare	1. Use of Provided Submittal Form/Bid Surety 2. Submitted in Sealed Envelope 3. Subcontractor Letter & Qualifications 4. i) Proof of Place of Business II.) Adequate Resources III) Suitable Financial Backing iv.) References of Similar Size Scope v.) License Certificate v.i.) Subcontractor Qualifications	Yes - Bid Bond Yes Yes - D & D Site Services, PowerX & Southeast Spreading Yes - Collier County Yes - Equipment List provided Yes - Bank & Credit References Provided Yes - Fiddlers Districts #1 & #2 Yes See #3
GulfScapes	1. Use of Provided Submittal Form/Bid Surety 2. Submitted in Sealed Envelope 3. Subcontractor Letter & Qualifications 4. i) Proof of Place of Business II.) Adequate Resources III) Suitable Financial Backing iv.) References of Similar Size Scope v.) License Certificate v.i.) Subcontractor Qualifications	Yes - Cashiers Check Yes Yes - Southeast Spreading & Go Green Tree Services Yes - Collier County Yes - Equipment List provided Bank & Credit References were not provided Yes - Fiddlers District #2 Yes - Collier County Certificate provided but Expired See #3

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2017**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2017**

	General	Debt Service Series 2003	Debt Service Series 2004	Debt Service Series 2005	Debt Service Series 2014-1	Debt Service Series 2014-2	Debt Service Series 2014-3	Debt Service Series 2014-4	Debt Service Series 2015A-1	Debt Service Series 2015A-2	Debt Service Series 2015B	Capital Projects Series 2014-2	Capital Projects Series 2015A-1	Total Governmental Funds
ASSETS														
Cash	\$2,088,848	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,088,848
Investments														
Revenue A	-	8,798,069	120,146	151,846	25,185	79,046	41	50	239,223	62,980	19	-	-	9,476,605
Revenue B	-	18	-	-	-	-	-	-	-	-	-	-	-	18
Reserve A	-	173,416	50,222	50,221	-	-	100,427	-	108,979	36,393	185,638	-	-	705,296
Prepayment A	-	5,508,717	684,653	3,590	38,026	2,510	-	-	106,996	32,149	2,175	-	-	6,378,816
Prepayment B	-	506,494	-	-	-	-	-	-	-	-	-	-	-	506,494
Remedial	-	10,230	-	-	-	-	-	-	-	-	-	-	-	10,230
Construction	-	-	-	-	-	-	-	-	-	-	-	269,829	1,297,399	1,567,228
Optional redemption	-	-	-	-	-	-	69	-	-	-	-	-	-	69
Due from other funds														
General fund	-	299,640	19,062	37,441	6,962	27,038	-	-	41,194	13,688	-	-	-	445,025
Debt service fund series 2003	-	-	-	51	-	-	-	-	-	-	-	-	-	51
Debt service fund series 2004	-	244,175	-	25,559	-	-	-	-	-	-	-	-	-	269,734
Escrow 2003B		3,116,856	-	-	-	-	-	-	-	-	-	-	-	3,116,856
Accounts receivable	3,116	-	-	-	-	-	-	-	-	-	-	-	-	3,116
Due from Fiddler's Creek CDD #1	248	-	-	-	-	-	-	-	-	-	-	-	-	248
Prepaid int expense series A	-	178,802	-	-	-	-	-	-	-	-	-	-	-	178,802
Prepaid int expense series B	-	46,220	-	-	-	-	-	-	-	-	-	-	-	46,220
Total assets	<u>\$2,092,212</u>	<u>\$18,882,637</u>	<u>\$ 874,083</u>	<u>\$268,708</u>	<u>\$ 70,173</u>	<u>\$ 108,594</u>	<u>\$100,537</u>	<u>\$ 50</u>	<u>\$ 496,392</u>	<u>\$145,210</u>	<u>\$ 187,832</u>	<u>\$269,829</u>	<u>\$1,297,399</u>	<u>\$24,793,656</u>
LIABILITIES AND FUND BALANCES														
Liabilities														
*Accounts payable	\$ -	\$ 367,159	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 367,159
Principal payable - A1	-	2,333,310	-	-	-	-	-	-	-	-	-	-	-	2,333,310
Interest payable - A1	-	5,702,743	-	-	-	-	-	-	-	-	-	-	-	5,702,743
Principal payable - B	-	4,197,412	-	-	-	-	-	-	-	-	-	-	-	4,197,412
Due to other funds														
Debt service fund series 2003	299,640	-	244,175	-	-	-	-	-	-	-	-	-	-	543,815
Debt service fund series 2004	19,062	-	-	-	-	-	-	-	-	-	-	-	-	19,062
Debt service fund series 2005	37,441	51	25,559	-	-	-	-	-	-	-	-	-	-	63,051
Debt service fund series 2014-1	6,962	-	-	-	-	-	-	-	-	-	-	-	-	6,962
Debt service fund series 2014-2	27,038	-	-	-	-	-	-	-	-	-	-	-	-	27,038
Debt service fund series 2015A-1	41,194	-	-	-	-	-	-	-	-	-	-	-	-	41,194
Debt service fund series 2015A-2	13,688	-	-	-	-	-	-	-	-	-	-	-	-	13,688
Due to Fiddler's Creek CDD #1	27,301	-	-	-	-	-	-	-	-	-	-	-	-	27,301
Due to Developer	110,735	-	-	-	-	-	-	-	-	-	-	-	-	110,735
Total liabilities	<u>583,061</u>	<u>12,600,675</u>	<u>269,734</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>13,453,470</u>
Fund balances:														
Restricted for:														
Debt service	-	6,281,962	604,349	268,708	70,173	108,594	100,537	50	496,392	145,210	187,832	-	-	8,263,807
Capital projects	-	-	-	-	-	-	-	-	-	-	-	269,829	1,297,399	1,567,228
Unassigned	1,509,151	-	-	-	-	-	-	-	-	-	-	-	-	1,509,151
Total fund balances	<u>1,509,151</u>	<u>6,281,962</u>	<u>604,349</u>	<u>268,708</u>	<u>70,173</u>	<u>108,594</u>	<u>100,537</u>	<u>50</u>	<u>496,392</u>	<u>145,210</u>	<u>187,832</u>	<u>269,829</u>	<u>1,297,399</u>	<u>11,340,186</u>
Total liabilities & fund balances	<u>\$2,092,212</u>	<u>\$18,882,637</u>	<u>\$ 874,083</u>	<u>\$268,708</u>	<u>\$ 70,173</u>	<u>\$ 108,594</u>	<u>\$100,537</u>	<u>\$ 50</u>	<u>\$ 496,392</u>	<u>\$145,210</u>	<u>\$ 187,832</u>	<u>\$269,829</u>	<u>\$1,297,399</u>	<u>\$24,793,656</u>

*The entire series 2003 accounts payable relates billing from a third party which is in dispute.

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 1,203,446	\$ 1,457,879	\$2,148,501	68%
Assessment levy: off-roll	32,146	96,437	366,459	26%
Interest & miscellaneous	62	112	7,500	1%
Total revenues	<u>1,235,654</u>	<u>1,554,428</u>	<u>2,522,460</u>	62%
EXPENDITURES				
Administrative				
Supervisors	861	4,091	12,275	33%
Management	7,055	21,165	84,662	25%
Assessment roll preparation	22,500	22,500	22,500	100%
Audit	-	-	16,500	0%
Legal -general	5,833	5,833	15,000	39%
Legal - litigation	-	-	140,000	0%
Engineering	3,872	3,872	18,000	22%
Telephone	23	70	282	25%
Postage	271	409	2,000	20%
Insurance	-	8,446	9,207	92%
Printing and binding	50	148	595	25%
Legal advertising	-	598	2,000	30%
Office supplies	-	-	750	0%
Annual district filing fee	-	175	175	100%
Trustee	10,500	10,500	25,500	41%
Arbitrage rebate calculation	-	-	8,000	0%
Contingency	158	158	8,332	2%
Total administrative	<u>51,123</u>	<u>77,965</u>	<u>365,778</u>	21%
Field management				
Field management services	952	2,856	11,424	25%
Total field management	<u>952</u>	<u>2,856</u>	<u>11,424</u>	25%
Water management				
Other contractual	-	-	130,125	0%
Fountains	28,769	58,740	137,500	43%
Total water management	<u>28,769</u>	<u>58,740</u>	<u>267,625</u>	22%
Street lighting				
Contractual services	-	-	20,000	0%
Electricity	1,263	2,318	30,000	8%
Miscellaneous	-	-	1,000	0%
Total street lighting	<u>1,263</u>	<u>2,318</u>	<u>51,000</u>	5%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year to Date	Budget	% of Budget
Landscaping				
Other contractual	106,865	106,865	1,109,000	10%
Improvements and renovations	7,024	7,024	75,000	9%
Contingencies	-	350	5,000	7%
Hurricane Clean-Up	4,401	121,257	-	N/A
Total landscaping	<u>118,290</u>	<u>235,496</u>	<u>1,189,000</u>	20%
Access control				
Contractual services	-	9,835	300,195	3%
Rentals & leases	-	-	26,882	0%
Fuel	561	1,113	5,752	19%
Repairs & maintenance - parts	-	-	3,319	0%
Repairs & maintenance - gate house	(58)	1,467	11,062	13%
Insurance	26	3,640	3,982	91%
Operating supplies	2,855	7,314	19,912	37%
Capital outlay	-	-	8,850	0%
Total access control	<u>3,384</u>	<u>23,369</u>	<u>379,954</u>	6%
Roadway maintenance				
Contractual services (street cleaning)	125	250	5,000	5%
Roadway maintenance	-	13,426	75,000	18%
Total roadway services	<u>125</u>	<u>13,676</u>	<u>80,000</u>	17%
Irrigation				
Controller repairs & maintenance	23	46	2,000	2%
Supply system	20,991	27,219	97,349	28%
Total irrigation	<u>21,014</u>	<u>27,265</u>	<u>99,349</u>	27%
Other fees & charges				
Property appraiser	-	-	33,570	0%
Tax collector	24,069	29,158	44,760	65%
Total other fees & charges	<u>24,069</u>	<u>29,158</u>	<u>78,330</u>	37%
Total expenditures and other charges	<u>248,989</u>	<u>470,843</u>	<u>2,522,460</u>	19%
Excess/(deficiency) of revenues over/(under) expenditures	986,665	1,083,585	-	
Fund balances - beginning	522,486	425,566	467,097	
Fund balances - ending	<u>\$ 1,509,151</u>	<u>\$ 1,509,151</u>	<u>\$ 467,097</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2003
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 992,881	\$ 1,201,799	\$ 1,878,400	64%
Assessment prepayments	345,653	795,806	-	N/A
Interest	9,262	26,638	-	N/A
Total revenues	<u>1,347,796</u>	<u>2,024,243</u>	<u>1,878,400</u>	108%
EXPENDITURES				
Debt service				
Principal A	-	-	580,000	0%
Interest A	-	-	1,204,238	0%
Total debt service	<u>-</u>	<u>-</u>	<u>1,784,238</u>	0%
Other fees & charges				
Property appraiser	-	-	29,350	0%
Tax collector	19,763	23,941	39,133	61%
Total other fees & charges	<u>19,763</u>	<u>23,941</u>	<u>68,483</u>	35%
Total expenditures	<u>19,763</u>	<u>23,941</u>	<u>1,852,721</u>	1%
Excess/(deficiency) of revenues over/(under) expenditures	1,328,033	2,000,302	25,679	
Fund balances - beginning	4,953,929	4,281,660	3,878,246	
Fund balances - ending	<u>\$ 6,281,962</u>	<u>\$ 6,281,962</u>	<u>\$ 3,903,925</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2004
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 62,864	\$ 77,724	\$ 182,304	43%
Assessment prepayments	146,561	301,846	-	N/A
Interest	335	1,647	-	N/A
Total revenues	<u>209,760</u>	<u>381,217</u>	<u>182,304</u>	209%
EXPENDITURES				
Debt service				
Principal - on-roll	-	670,000	45,000	1489%
Interest - on-roll	-	62,606	125,213	50%
Total debt service	<u>-</u>	<u>732,606</u>	<u>170,213</u>	430%
Other fees & charges				
Property appraiser	-	-	2,849	0%
Tax collector	1,256	1,522	3,798	40%
Total other fees & charges	<u>1,256</u>	<u>1,522</u>	<u>6,647</u>	23%
Total expenditures	<u>1,256</u>	<u>734,128</u>	<u>176,860</u>	415%
Excess/(deficiency) of revenues over/(under) expenditures	208,504	(352,911)	5,444	
Fund balances - beginning	395,845	957,260	336,793	
Fund balances - ending	<u>\$ 604,349</u>	<u>\$ 604,349</u>	<u>\$ 342,237</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2005
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 123,473	\$ 149,578	\$ 230,281	65%
Interest	54	233	-	N/A
Total revenues	<u>123,527</u>	<u>149,811</u>	<u>230,281</u>	65%
EXPENDITURES				
Debt service				
Principal: on-roll	-	-	60,000	0%
Interest: on-roll	-	71,250	142,500	50%
Total debt service	<u>-</u>	<u>71,250</u>	<u>202,500</u>	35%
Other fees & charges				
Property appraiser	-	-	3,598	0%
Tax collector	2,470	2,992	4,798	62%
Total other fees & charges	<u>2,470</u>	<u>2,992</u>	<u>8,396</u>	36%
Total expenditures	<u>2,470</u>	<u>74,242</u>	<u>210,896</u>	35%
Excess/(deficiency) of revenues over/(under) expenditures	121,057	75,569	19,385	
Fund balances - beginning	147,651	193,139	193,349	
Fund balances - ending	<u>\$ 268,708</u>	<u>\$ 268,708</u>	<u>\$ 212,734</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-1 (SERIES 2005)
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 22,959	\$ 27,813	\$ 58,250	48%
Assessment levy: off-roll	-	259,677	709,461	37%
Interest	24	307	-	N/A
Total revenues	<u>22,983</u>	<u>287,797</u>	<u>767,711</u>	37%
EXPENDITURES				
Debt service				
Principal	-	180,000	205,000	88%
Interest	-	280,294	560,588	50%
Total debt service	<u>-</u>	<u>460,294</u>	<u>765,588</u>	60%
Other fees & charges				
Property appraiser	-	-	910	0%
Tax collector	459	556	1,214	46%
Total other fees & charges	<u>459</u>	<u>556</u>	<u>2,124</u>	26%
Total expenditures	<u>459</u>	<u>460,850</u>	<u>767,712</u>	60%
Excess/(deficiency) of revenues over/(under) expenditures	22,524	(173,053)	(1)	
Fund balances - beginning	47,649	243,226	32,218	
Fund balances - ending	<u>\$ 70,173</u>	<u>\$ 70,173</u>	<u>\$ 32,217</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-2 (SERIES 2005)
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 89,166	\$ 108,018	\$ 277,117	39%
Assessment levy: off-roll	-	361,013	1,015,440	36%
Interest	1	1,478	-	N/A
Total revenues	<u>89,167</u>	<u>470,509</u>	<u>1,292,557</u>	36%
EXPENDITURES				
Debt service				
Principal	-	1,365,000	370,000	369%
Interest	-	455,250	910,500	50%
Total debt service	<u>-</u>	<u>1,820,250</u>	<u>1,280,500</u>	142%
Other fees & charges				
Property appraiser	-	-	4,330	0%
Tax collector	1,783	2,160	5,773	37%
Total other fees & charges	<u>1,783</u>	<u>2,160</u>	<u>10,103</u>	21%
Total expenditures	<u>1,783</u>	<u>1,822,410</u>	<u>1,290,603</u>	141%
Excess/(deficiency) of revenues over/(under) expenditures	87,384	(1,351,901)	1,954	
Fund balances - beginning	21,210	1,460,495	7	
Fund balances - ending	<u>\$ 108,594</u>	<u>\$ 108,594</u>	<u>\$ 1,961</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-3 (SERIES 2005)
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 252,404	\$ 709,900	36%
Interest	55	202	-	N/A
Total revenues	<u>55</u>	<u>252,606</u>	<u>709,900</u>	36%
EXPENDITURES				
Debt service				
Principal	-	-	205,000	0%
Interest	-	252,450	504,900	50%
Total debt service	<u>-</u>	<u>252,450</u>	<u>709,900</u>	36%
Excess/(deficiency) of revenues over/(under) expenditures	55	156	-	
Fund balances - beginning	100,482	100,381	107,770	
Fund balances - ending	<u>\$ 100,537</u>	<u>\$ 100,537</u>	<u>\$ 107,770</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-4 (SERIES 2005)
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 309,697	\$ 874,500	35%
Interest	-	50	-	N/A
Total revenues	<u>-</u>	<u>309,747</u>	<u>874,500</u>	35%
EXPENDITURES				
Debt service				
Principal	-	-	255,000	0%
Interest	-	309,750	619,500	50%
Total expenditures	<u>-</u>	<u>309,750</u>	<u>874,500</u>	35%
Excess/(deficiency) of revenues over/(under) expenditures	-	(3)	-	
Fund balances - beginning	50	53	2	
Fund balances - ending	<u>\$ 50</u>	<u>\$ 50</u>	<u>\$ 2</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015A-1
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 135,852	\$ 166,831	\$ 313,326	53%
Assessment levy: off-roll	-	40,320	69,926	58%
Assessment prepayments	-	79,292	-	N/A
Interest	162	1,155	-	N/A
Total revenues	<u>136,014</u>	<u>287,598</u>	<u>383,252</u>	75%
EXPENDITURES				
Debt service				
Principal	-	635,000	80,000	794%
Interest	-	148,975	297,950	50%
Total debt service	<u>-</u>	<u>783,975</u>	<u>377,950</u>	207%
Other fees & charges				
Property appraiser	-	-	4,896	0%
Tax collector	2,717	3,292	6,528	50%
Total other fees & charges	<u>2,717</u>	<u>3,292</u>	<u>11,424</u>	29%
Total expenditures	<u>2,717</u>	<u>787,267</u>	<u>389,374</u>	202%
Excess/(deficiency) of revenues over/(under) expenditures	133,297	(499,669)	(6,122)	
Fund balances - beginning	<u>363,095</u>	<u>996,061</u>	<u>348,562</u>	
Fund balances - ending	<u>\$ 496,392</u>	<u>\$ 496,392</u>	<u>\$ 342,440</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015A-2
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 45,139	\$ 55,332	\$ 104,388	53%
Assessment levy: off-roll	-	11,458	22,978	50%
Assessment prepayments	-	23,352	-	N/A
Interest	44	330	-	N/A
Total revenues	<u>45,183</u>	<u>90,472</u>	<u>127,366</u>	71%
EXPENDITURES				
Debt service				
Principal	-	190,000	40,000	475%
Interest	-	42,800	85,600	50%
Total debt service	<u>-</u>	<u>232,800</u>	<u>125,600</u>	185%
Other fees & charges				
Property appraiser	-	-	1,631	0%
Tax collector	903	1,093	2,175	50%
Total other fees & charges	<u>903</u>	<u>1,093</u>	<u>3,806</u>	29%
Total expenditures	<u>903</u>	<u>233,893</u>	<u>129,406</u>	181%
Excess/(deficiency) of revenues over/(under) expenditures	44,280	(143,421)	(2,040)	
Fund balances - beginning	100,930	288,631	110,028	
Fund balances - ending	<u>\$ 145,210</u>	<u>\$ 145,210</u>	<u>\$ 107,988</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015B
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 117,645	\$ 235,313	50%
Interest	104	2,020	-	N/A
Total revenues	<u>104</u>	<u>119,665</u>	<u>235,313</u>	51%
EXPENDITURES				
Debt service				
Principal	-	1,640,000	-	N/A
Interest	-	117,656	235,313	50%
Total debt service	<u>-</u>	<u>1,757,656</u>	<u>235,313</u>	747%
Total expenditures	<u>-</u>	<u>1,757,656</u>	<u>235,313</u>	747%
Excess/(deficiency) of revenues over/(under) expenditures	104	(1,637,991)	-	
Fund balances - beginning	187,728	1,825,823	232,673	
Fund balances - ending	<u>\$ 187,832</u>	<u>\$ 187,832</u>	<u>\$ 232,673</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND EXCHANGE 2014-2 (SERIES 2005)
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year to Date
REVENUES		
Interest & miscellaneous	\$ 151	\$ 441
Total revenues	151	441
EXPENDITURES		
Capital outlay	-	1,176
Total expenditures	-	1,176
Excess/(deficiency) of revenues over/(under) expenditures	151	(735)
Fund balances - beginning	269,678	270,564
Fund balances - ending	\$ 269,829	\$ 269,829

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND 2015
FOR THE PERIOD ENDED DECEMBER 31, 2017**

	Current Month	Year to Date
REVENUES		
Interest & miscellaneous	\$ 733	\$ 2,134
Total revenues	733	2,134
EXPENDITURES		
Capital outlay	-	30,349
Total expenditures	-	30,349
Excess/(deficiency) of revenues over/(under) expenditures	733	(28,215)
Fund balances - beginning	1,296,666	1,325,614
Fund balances - ending	\$ 1,297,399	\$ 1,297,399

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

3
4 A Regular Meeting of the Board of Supervisors of the Fiddler’s Creek Community
5 Development District #2 was held on Wednesday, October 25, 2017 at 10:00 a.m., at the
6 Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.
7

8 **Present at the meeting were:**

9
10 Elliot Miller Chair
11 Victoria DiNardo Vice Chair
12 Joseph Mayer Assistant Secretary
13 Linda Viegas Assistant Secretary
14 Bill Klug Assistant Secretary
15

16 **Also present were:**

17
18 Chuck Adams District Manager
19 Cleo Adams Assistant Regional Manager
20 Tony Pires District Counsel
21 Terry Cole District Engineer
22 Carrie Robinson (*via telephone*) Tobin & Reyes, P.A., Litigation Counsel
23 Valerie Lord Developer Counsel
24 Tony DiNardo Developer
25 Ron Albeit The Foundation
26 Marie Puckett Fiddler’s Creek Security
27 Shannon Benedetti Landscape Advisory Committee
28 Michael Laurence Resident
29 Residents
30

31
32 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

33
34 Mr. Adams called the meeting to order at 10:00 a.m. All Supervisors were present, in
35 person.
36

37 **SECOND ORDER OF BUSINESS**

Public Comments: Non-Agenda Items

38
39 Mr. Miller asked Mr. Adams if any speaker cards were submitted. Mr. Adams replied
40 that Mr. Michael Laurence, a resident, wanted to talk about the Route 41 exit gate and when it
41 will be installed.

42 Mr. Laurence stated that the resident exit gate on Route 41 was not installed and, when
43 the guard was off duty, there was no security. He wanted to know when it might be installed.

44 Mr. Miller clarified that Mr. Laurence asked two different questions. When the security
45 guard is on duty, there is security, which is a different issue than the gate. Mr. Miller asked Mr.
46 DiNardo to answer the remainder.

47 Mr. DiNardo stated that there were two issues:

48 1. In the litigation that the District has against U.S. Bank, \$1.3 million of funds that were
49 designated to build the guard gate were taken.

50 Mr. Miller stated that not all of those funds were designated for the guard gate. Mr.
51 DiNardo stated that most would be but, if the funds came tomorrow, it would expedite
52 construction.

53 2. When/If Publix is built, it would be the other catalyst because the Developer would front
54 the money to install the gate, if the District did not have the funds.

55 Mr. DiNardo stated that two events must happen; receipt of funds related to the U.S.
56 Bank litigation and the Publix being built.

57 Mr. Klug inquired about the timing of the litigation. Mr. Miller replied that Ms.
58 Robinson was on the phone. There would be a case management conference and that conference
59 would set the timeline for depositions and discovery.

60 Ms. Viegas noted that Mr. Laurence's comments were about the broken gate arm not the
61 new guard gate. Mr. Miller requested that everyone stop talking at the same time, and that he was
62 talking. Mr. Miller continued about the timing of the litigation and the case management
63 conference for the setting of depositions, discovery and trial. Mr. Miller was under the
64 impression that there still had to be a public hearing for the Publix, which was supposed to occur
65 in October.

66 Mr. DiNardo replied that it would be in March.

67 Mr. Miller replied that they said the hearing would be in October and now it may be
68 March. Mr. Miller asked Mr. Laurence if that was his concern.

69 Mr. Laurence stated, no, his concern was the missing gate at the resident exit. Mr. Miller
70 asked if Mr. Laurence was talking about the arm. Mr. Laurence replied, yes, and his question
71 was when it might be reinstalled since the exit is now wide open. Mr. Miller said that he thought
72 Mr. Laurence was talking about the gatehouse and moving the new gatehouse and stated that

73 there would be a new gatehouse and an entirely new exit on 41, which was what he thought that
74 Mr. Laurence was addressing.

75 Ms. Puckett stated that she had a work order from TEM Systems (TEM) and it was more
76 than just the arm; the actual void locks blew away in the hurricane. Mr. Miller asked if it was a
77 TEM issue. Ms. _____ replied, yes. The parts are in, ready for installation, and should be
78 completed within a week.

79 Mr. Miller stated that, if anybody in the audience had any questions about the agenda
80 items, as the Board went through the items, he would recognize them after the Board Members
81 spoke on that issue.

82

83 **THIRD ORDER OF BUSINESS**

Special Counsel Update

84

85 Mr. Miller asked Ms. Robinson to discuss the motions pending today, in the U.S. Bank
86 case, and to discuss the detail of the upcoming case management conference.

87 Ms. Robinson stated that the hearings today were set for 1:30 p.m., before Judge Shenko.
88 Ms. Robinson’s separation motions were all extremely interrelated and all related to both CDD
89 #2’s and CDD #1’s replies to affirmative defenses asserted by U.S. Bank, and ITG is a pleading
90 issue. When a complaint is filed, one gets an answer and affirmative defenses so one does have
91 an opportunity as the claimant to file a reply to those affirmative defenses either avoiding them
92 or claiming that they are legally insufficient. As yet another way to prolong this case and
93 prohibiting it from getting it set, U.S. Bank and ITG filed motions to strike those replies claiming
94 that they were legally insufficient. They are not legally insufficient and the hearing on all five of
95 those motions is set for today at 1:30 p.m. It is a one-hour hearing and, at the conclusion of that
96 hearing, one way or another, the Court will consider this matter “at issue”, meaning it is eligible
97 to be set for trial. The pleadings, including the complaint, answer and affirmative defenses will
98 have been considered closed and counsel would be going forward with discovery and moving
99 towards trial.

100 Mr. Miller noted that it is exceedingly unusual to file a motion to strike a reply. Ms.
101 Robinson concurred that it is not frequently done; however, it is permissible under the rules. She
102 will challenge the legal basis and believes that she has the right end of that argument but, either
103 way, Judge Shenko will make that decision and the end result will be that the case will be at
104 issue and ready to be set on a schedule headed towards trial. Mr. Miller asked if, at some point,
105 with all the motions being made like the fifth reiteration of dismissing the tort claims, filing a

106 motion for sanctions would be considered. Ms. Robinson replied that it was being considered,
107 but it was easier said than done. The Court has that enhanced authority throughout the entire
108 pendency of the case, but the authority for her to move for sanctions is somewhat limited.

109 Mr. Miller thought that he would like to put an end to all of this and the case management
110 conference may accomplish that. He asked Ms. Robinson to explain the case management
111 conference. Ms. Robinson stated that, two weeks ago, she had a very short, five-minute hearing
112 at which most of the attorneys appeared by telephone, to request that the Court place this on a
113 case management schedule. Typically, very shortly after cases are filed, the Court will require
114 everyone to discuss how long they think the case will take, how many days one needs for trial,
115 and propose a schedule for the Court. This case was unique in its procedural posture and the fact
116 that there was a temporary injunction motion filed immediately, which was then appealed, and
117 there were numerous motions, a lot of which were "countless motions to dismiss." In light of that
118 reputed procedural policy, the litigation never got set for case management. CDD #1 and CDD
119 #2 moved together to ask the Court to compel the parties to come together for a case
120 management conference and get this case on a schedule so it is headed towards something, as
121 opposed to constant dialoguing over the pleadings. At that five-minute hearing, the Judge
122 expressed his belief that there were a lot of issues and attorneys in this case, and asked that the
123 case management conference be set for one hour to allow him and the other attorneys to ask
124 questions and handle the material issues, such that everyone could leave the case management
125 conference with a realistic schedule for setting this case for trial. That one-hour case
126 management conference was set for November 21, 2017. All the attorneys would attend, in
127 person. This was not the kind of case where the Court will set a date certain for trial; a
128 notification would be sent advising that the case would be set on the Court's trial calendar, for a
129 particular month, likely that month will not be until late 2018, but more would be known after
130 the hearing on November 21, 2017.

131 Mr. Miller asked if, given Judge Shenko's predication to consider things carefully and at
132 great length, Ms. Robinson was confident that the Judge, at that juncture, would give dates for
133 depositions, interrogatories, discovery, document production, etc. Ms. Robinson replied that it
134 was the present intention of the Court for that to be the end result of the case management
135 conference. In anticipation of the November 21 hearing, the lawyers are required to discuss these
136 items and try to reach as much agreement as possible on some of these deadlines and only bring
137 to the Court for resolution those items for which agreement cannot be reached. Mr. Miller stated

138 that, if this was being pursued on an attempted stipulated basis, he wanted Ms. Robinson to
139 prepare a first draft and circulate it to the other lawyers.

140 Ms. Robinson replied that she would prepare it. A rather ambitious schedule was set
141 forth. It would be in a time necessary to prepare the District's case. One of the first things must
142 be the deposition of Mr. Harvey Pitt, which would be reset and prepared for. She will put forth
143 an ambitious schedule, but was certain that the way this case had gone so far, U.S. Bank and ITG
144 would push back with a much more lackadaisical schedule. The intention of the Court is that the
145 parties try to come to a compromise, when possible. She would seek input from everyone and
146 not make a stipulated decision without either a reason, or approval to do so.

147 Mr. Miller suggested that Mr. Pitt's office be contacted, as soon as possible, to schedule
148 the deposition. For the benefit of the audience, Mr. Miller stated that Mr. Pitt, who will be one
149 of the expert witnesses, was formerly the Chairman of the Securities and Exchange Commission
150 (SEC), which administers the Trust Indenture Act, and this is an issue dealing with a Trust
151 Indenture, not covered by the Statute, since it is a government bond; however, he is an expert and
152 very much in demand.

153 In terms of ITG, Mr. Miller asked if they would be dealing with Ms. Abby Kaplan, Mr.
154 Scott Underwood, or both. Ms. Robinson replied that, on the underlying case, it was still Ms.
155 Kaplan and, in the Interpleader, it was Mr. Underwood. Mr. Miller asked who would appear at
156 the case management conference. Ms. Robinson replied that it would likely be both; Mr.
157 Underwood called and indicated that he had nothing to add but did call in to monitor the five-
158 minute, telephonic hearing, to set the case management conference, so Ms. Robinson had every
159 belief that he would attend, even if he has nothing to add.

160 Mr. Miller asked if anyone on the Board had any questions. He thanked Ms. Robinson
161 and she asked permission to be released.

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

163

164 **FOURTH ORDER OF BUSINESS**

Developer's Report/Update

165

166 Mr. DiNardo stated that, in Aviamar, a section of property that was labeled Amaranda,
167 was sold to Pulte. There will be 71 single-family homes on 50' wide lots. Mr. Miller asked if
168 Mr. DiNardo knew the price point. Mr. DiNardo replied that it would likely be in the \$500,000
169 range. It will not be Lennar as the Developer was not selling anymore property to Lennar in the

170 Aviamar section; Lennar was almost finished in the Lagomar Section, with about two units to
171 sell. D.R. Horton has about four units to sell in the Lagomar section.

172 Mr. Miller inquired about there only being six left around Campanile Circle. Mr.
173 DiNardo replied that, if you look at what Lennar and D.R. Horton bought most of it is in the
174 process of being built out.

175 As a follow up to that, and with Lennar leaving, Ms. Viegas stated, for the record and for
176 the minutes, that, when Lennar is leaving, there are a lot of pending items in Aviamar, such as
177 sidewalks that go up and down and damaged gutters, so, when Ms. Lord and Mr. Cole do the
178 turn over, they should do what is necessary, as far as holding back Lennar’s deposit.

179 Mr. Miller asked if this was in connection with the bond issue. Ms. Viegas replied, yes. Mr.
180 DiNardo stated that, once he signs the last estoppel, he could not help so it should be done as
181 soon as possible. Mr. Miller replied that Mr. Cole had to do that. Ms. Viegas said she brought it
182 up at previous meetings but, now that it is known, for sure, that Lennar is leaving and they only
183 have two homes left in Aviamar to sell; all the others are under agreement, that she wanted to
184 make sure it was addressed. Mr. DiNardo interrupted and stated that Ms. Viegas should also
185 look at Veneta. Ms. Viegas replied that she did not know Veneta well and could only speak of
186 Aviamar, as far as the damages. Mr. Miller asked Ms. Lord to ask Lennar and D.R. Horton when
187 they would finish. Mr. Miller asked Mr. Cole to make sure the villages involved were reviewed.

FIFTH ORDER OF BUSINESS

Engineer’s Report

189
190
191 Mr. Cole stated that five different punch list project items were being worked on, which
192 were delayed due to the storm. The contractors have begun working again, but there were some
193 delays due to the debris piles impeding access. Discussion ensued regarding which areas had
194 debris, removal of debris in certain areas, sidewalk work, valley gutters and house gutters, the
195 sidewalk review and completing another review, and various punch list items.

196 Regarding cleaning the storm drain basins, Mr. Cole stated that about 200 were cleaned;
197 about two-thirds before the storm, and the remaining were cleaned after the storm. A spot check
198 of about 50 basins revealed about seven that needed to be cleaned again so a few thousand
199 dollars of additional cleaning might need to be added. Discussion ensued regarding the locations
200 of the storm drain basins.

201 Mr. Cole stated that Mr. Mark Minor's report on street lighting and signage identified
202 about \$80,000 of work related to street lighting and signage repair. He spoke with the County

203 yesterday, and explained to them that the District was in the process of finishing the developer-
204 related work to get the projects' final acceptance, but, now there was repair-related work from
205 the storm, and the County understood. Mr. Cole spoke with Mr. Joseph McKenna, the County
206 Engineer. The County said they understood and as long as the stop signs are up; while it may not
207 be formal, decorative stop signs, Mr. McKenna knew that a lot of that work was performed on an
208 emergency basis. If there was a leaning street light, the County would not hold up final
209 acceptance, since they realized the CDD was fixing those types of things, which are somewhat
210 aesthetic.

211 Mr. Cole presented Draw #140, for approximately \$1,200, for the bond-related cleaning
212 of the basins; there were about a dozen basins cleaned that were attributed to this fund. There
213 was also maintenance-related cleaning and builder-related cleaning, which were separated
214 accordingly.

215 Mr. Klug inquired if the storm related items that Mr. Cole was handling, such as catch
216 basin clean up, etc., for reimbursement purposes under the Restoration Plan, would be broken out
217 and billed as separate items. Mr. DiNardo felt that he would have trouble telling the bank that
218 sewer cleaning was part of the work since, in his opinion, it was not the same as the landscaping,
219 sidewalk damages, etc. Mr. Miller asked Mr. DiNardo if he thought this was normal
220 maintenance and Mr. DiNardo replied yes. In response to Mr. DiNardo's question regarding a
221 guess as to how much it would cost, Mr. Cole stated that, based on his site inspection, he could
222 not imagine it would be more than \$10,000 for all of CDD #2. Mr. DiNardo replied that he could
223 not do it. Mr. Miller stated that the question was, if there was no hurricane, would this work need
224 to be done and Mr. Cole replied, yes. Mr. DiNardo stated that, even if the result was related to
225 the hurricane, he would not introduce a new line item to obtain financing for basic cleaning.

226 In response to Mr. Klug's inquiry concerning additional street lighting issues resulting
227 from the storm, and that street lighting repairs had to be made, Mr. Cole stated that the County
228 will not hold up the final acceptance because of that work. The County will consider it CDD
229 maintenance, and let that go because they realize it might take a couple of months to get that
230 work completed. The payment for that work is related to the storm payments and not these
231 items. In response to Mr. Klug's question, it was noted that this would be reimbursed under the
232 Coordination Agreement.

233 Mr. Cole stated that the last time he attended the Board meeting, he passed out pictures.
234 He referred to the pictures for Lake #88 and a map, which he used for Phase 1 repairs in 2011.

235 On the whole west side of Lake #88, about 600' plus another 50' on the south side, there was
236 significant damage because of the ficus trees blowing over. All the trees blew landward since
237 the wind was coming from that direction. Prior to the storm, he had suggested a \$60,000 budget
238 for lake erosion repairs on this lake, which was included in the Fiscal Year 2018 budget. As part
239 of the cleanup process, those downed trees would be removed. The lake erosion repairs
240 previously assumed those trees remained and would be worked around but, since the trees would
241 be removed, he assumed there would be a Case 1B repair with two permanent bag geotubes, to
242 repair the area. When those trees are removed, he could determine the best repair method; a
243 budget of \$70,000 to repair this lake was suggested. Mr. DiNardo stated that, since the work was
244 associated with the landscaping and would be \$70,000, he could probably take that. Mr. Miller
245 understood, but stated that the \$70,000 was for work that would only be completed because of
246 the hurricane; he wanted to be clear that it had nothing to do with what was in the budget. Mr.
247 Cole concurred and, in response to Mr. Miller's question, Mr. Cole stated that he did not discuss
248 it with the Engineers but would provide this to Mr. Minor and add it to the Report, per Mr.
249 Miller's request.

250 Discussion ensued between Mr. DiNardo, Mr. Miller and Mr. Cole regarding:

- 251 ➤ If the \$70,000 was to repair everything, or if it was a higher amount
- 252 ➤ Whether the repairs were related to the hurricane
- 253 ➤ Mr. DiNardo taking the entire \$70,000 so the District would have the money in the Fiscal
254 Year 2018 budget for the \$60,000 that the District would not spend
- 255 ➤ Moving \$60,000 to the contingency plan
- 256 ➤ Ms. Viegas questioned the \$10,000 extra for the contract administration, since it was the
257 difference between the \$70,000 and the \$60,000 figures
- 258 ➤ Other items for contingencies and contract administration, such as irrigation repairs and
259 the bottom line amount of \$70,000 to include the \$60,000 that was already budgeted
- 260 ➤ Removal of the trees under Mr. DiNardo's Restoration Plan
- 261 ➤ The downed trees destroying the geotubes and the District having \$60,000 in the budget
262 that could be moved to the contingency
- 263 ➤ Mr. Cole talking to Mr. Dieckmann, a Temporary Project Manager appointed by The
264 Foundation
- 265 ➤ Who would be in charge of the Restoration Plan

- 266 ➤ Every contract that The Foundation gives being handled by the Project Manager, Mr.
- 267 Robert Dieckmann, as the temporary Project Manager Mr. Cole possibly receiving a fee,
- 268 since CDD #1 engaged Mr. Cole to do that work for District #1 and Mr. Miller saying the
- 269 Board would talk about that after Mr. Cole submits an outline of what he would be doing
- 270 for CDD #2
- 271 ➤ Separate entities involved, which included The Foundation, the CDDs, the various
- 272 Villages, the HOA or Condominium Associations, and the Developer
- 273 ➤ Mr. DiNardo being with both the Developer and The Foundation, and Mr. Ron Albeit
- 274 being with The Foundation

275

SIXTH ORDER OF BUSINESS

Consideration of Coordination Services Agreement between Fiddler’s Creek Foundation, Inc., and Fiddler’s Creek Community Development District #2

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Mr. Miller stated that the Board would consider the Coordination Services Agreement but he first wanted to discuss the deal with Mr. Tony Pires and his law firm. When Mr. Miller met to discuss this contract, Mr. Joe Parisi, himself, Mr. Pires, Mr. DiNardo, Mr. Albeit, Ms. Lord and Mr. Brougham were in attendance. At that meeting, Mr. Miller asked Mr. Pires if he felt there was a conflict because he represented the District and his partner represented The Foundation; his firm represents both the District and The Foundation. Mr. Pires did not feel there was a conflict and asked if Mr. Miller was concerned about a conflict. Mr. Miller replied, no.

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Mr. Pires stated that Mr. Parisi and Ms. Lord were the attorneys for The Foundation and were working on the Agreement. He was the attorney working on the Agreement, on behalf of the District. To his knowledge, although Mr. Woodward was a Board Member of The Foundation, he did not negotiate with him on the contract; it was Ms. Lord and Mr. Parisi, the attorneys representing The Foundation. Under the part of the District’s rules, there could be a conflict of interest to the representation of one client that would be directly adverse to one client, or there is a substantial risk that the representation of one or more clients would be materially limited by the large responsibilities to another client. In this instance, Mr. Pires did not think that either of those were factors. Additionally, in this instance, there is a transaction so he believed their interests were aligned between The Foundation and the District, although there could be some difference between the entities. The interests are not antagonistic to each other, under this

300 arrangement. Ultimately, whether there was a potential conflict of interest was the Board's
301 decision.

302 Mr. Miller stated that, even if there was a conflict of interest, the Board could waive it.
303 Mr. Pires concurred. The contract for discussion contained a provision in which the District
304 would indemnify The Foundation. Mr. Pires replied to Mr. Miller's inquiry about a conflict of
305 interest stating that the language in the provision says, "to the extent authorized", without
306 waiving the District of sovereign of immunity; it did not pose a conflict. The language was
307 substantially changed in the original draft regarding how that would occur; Mr. Pires referenced
308 the Attorney General opinions. Mr. Miller stated that he understood and just wanted to articulate
309 that since he was going to be talking about the contract in which the District might be obligated
310 to indemnify The Foundation. He wanted to make clear that he felt, notwithstanding that, there
311 was not an adversary relationship that would cause a conflict of interest. Mr. Pires stated that, in
312 his opinion, the answer was "no"; however, it was up to the Board as the client, to make that
313 determination. Mr. Pires would request that the Board make the recommendation that, in their
314 opinion, there is not a conflict of interest or, if so, sign a Waiver. Mr. Miller stated that, in his
315 view, there may be a conflict but he was not uncomfortable with it; he was perfectly comfortable
316 with the work that Mr. Pires was doing, on behalf of the District, and there may be a conflict
317 because of the indemnity, but he was willing to waive it. Mr. Klug stated that he was in
318 agreement with Mr. Miller's point of view. He felt that there was a potential conflict and, for
319 purposes of clarifying this and based upon counsel's recommendation, the Board should
320 consider waiving any potential conflict of interest.

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**On MOTION by Ms. DiNardo and seconded by Mr. Mayer,
with all in favor, waiving any potential conflict of interest for
Mr. Pires, as related to the Coordination Services Agreement,
was approved.**

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328 Mr. Miller asked Mr. Pires to prepare the Waiver. Mr. Miller wanted to explain the
329 structure of the Agreement so that residents in the audience could understand the background and
330 why the Agreement was structured this way. Mr. Miller explained that, several years ago, there
331 was a Supplemental Maintenance Agreement (SMA) between the District and The Foundation.
332 The Foundation has a responsibility to the overall community, even though CDD #2 has
333 responsibility for the ownership and maintenance of the infrastructure within it. Nonetheless, the

334 overall responsibility for the appearance and the general environment for Fiddler's Creek resides
335 with The Foundation. The SMA provides, for example, if the District spends money on
336 something, such as landscaping, and The Foundation feels that the landscaping that the District
337 owns and pays for is not adequate to maintain the overall environment, appearance, and
338 glorification of the community to the extent that The Foundation would like to see it, The
339 Foundation can provide the District with money and compel the District to adhere to plans and
340 programs created by The Foundation, which would enhance the community to the satisfaction of
341 The Foundation. That Agreement was effective in November, 2014. The Coordination Services
342 Agreement (CSA) was predicated on the SMA. This is the Agreement pursuant to which The
343 Foundation would borrow money from Iberia Bank and provide funds for the District to do the
344 work authorized within the Agreement, both the hardscape and the landscape. Essentially, the
345 CSA was a furtherance of the SMA. This was an Agreement pursuant to which The Foundation
346 would borrow money and advance it to CDD #2.

347 Mr. DiNardo clarified that he would only reimburse the District as to what was already
348 spent. Going forward, the amount paid would be under The Foundation contracts.

349 Mr. Miller stated that he wanted to deal with what was spent, separately before adopting
350 the contract. Once the contract was adopted they could talk about what Mr. Cole was going to
351 do, how it would fit in with The Foundation's Project Manager, and how the \$350,000 the
352 District was asking for was calculated, etc. Right now he wanted to describe the Agreement,
353 which is what was being talked about. Pursuant to this Agreement, The Foundation will borrow
354 the money, make it available to the District and make it available to the various Homeowners'
355 Associations that opt in. An assessment would be levied on every effected property in the
356 District and in the Villages that adopt it. The assessment amount could either be paid at once or
357 paid, with interest, over a period of seven years. Mr. Miller mentioned Ms. Viegas had a list of
358 questions regarding the Agreement and already sent them to Mr. Parisi and copied Mr. Pires.
359 Some of her suggestions were incorporated. Mr. Miller called attention to the following issues
360 she raised:

361 1. Ms. Viegas raised the question of, if the assessment was paid in full when issued, would
362 there be a prepayment penalty, regardless of whether the Agreement said there would be one.
363 Mr. Miller did not see that as an issue since there was no implicit prepayment penalty and, unless
364 a prepayment penalty was stated, there would be no prepayment penalty. In order for there to be

365 a prepayment penalty, it must be stated and the amount must be set forth. Since none was stated,
366 he did not think there was an issue.

367 2. Originally, when this was conceived, the idea was to get the assessment out in December.
368 The Agreement provides that, during every December, homeowners have the option to prepay
369 the balance or continue to pay it monthly. Although the goal was to send the assessment bills by
370 December, it appeared that it would not be sent until January. He thought that the Agreement
371 should just state that there can be a one-time, 30-day period of time in which a homeowner could
372 agree to pay the entire amount.

373 Discussion ensued between Mr. Miller and Mr. DiNardo regarding Mr. DiNardo wanting
374 to obtain the loan now, the banking provision, the Board agreeing that the month would be
375 December to pay the assessment off at one time, making the first payment even if the assessment
376 came out in January, including that in the Agreement, Mr. DiNardo's assertion that it has nothing
377 to do with the Agreement, adding wording in the Agreement to clearly state that, when the
378 assessment comes out, it could be prepaid within 30 days and Mr. Pires ensuring that occurs.
379 Mr. DiNardo preferred a Letter of Understanding (LOU) so the Agreement could be signed
380 today. The Board concurred. Mr. Pires would prepare the LOU to state that, whenever the
381 assessment goes out, within 30 days, the assessment payment can be made at one time.

382 Mr. Miller asked if there were any questions regarding the Agreement. Mr. Klug, for a
383 point of clarification, was trying to understand how this works, considering Mr. DiNardo stated
384 that he would have an assessment out by December, and was wondering if Mr. DiNardo would
385 have all of the hard numbers. Mr. DiNardo replied that he would attempt to have everything
386 completed by December. He was letting the contract out, once CDD #2 agreed to the
387 Agreement, it was a question of the scope of the contract. Mr. DiNardo was hoping to get the
388 work started on Monday. Once this removal work is being done, he needs to bring in the light
389 and signage work; he was going out for bids/contracts now. The biggest issues that might take
390 time were the walls, since the true damage to the walls would not be known until the landscaping
391 was pulled out. Mr. DiNardo's goal was to put everybody under contract before the assessment
392 because he must have a total amount to assess. Even though the work may be done in May, for
393 the planting, it will be under contract. Mr. Mayer stated that he understood, but the wall example
394 sounded like it would be a time and material component. Mr. DiNardo replied, not really, as
395 things could be measured and he would put vendors under not-to-exceed contracts. Mr. Mayer
396 stated that it could be a not-to-exceed amount. Mr. DiNardo stated that, if the contract was less,

397 he could adjust the assessment. He wanted to go out to contract with something so he could go
398 out with the assessment, since the bank was going to start giving him the money, and needs to
399 know how is he going to get paid. When Mr. DiNardo does the deal, the bank will want an
400 attorney's opinion that it is assessable and collectible. The work being done in the District helps
401 that opinion.

402 Discussion ensued regarding Mr. DiNardo obtaining hard contract numbers by December
403 so he could send out the assessment, a contracted amount coming in less than the assessment and
404 an adjustment to the assessment, the Agreement being presented to The Foundation, and how
405 they were going to do this.

406 Mr. DiNardo explained that The Foundation worked on a concept called "fund
407 accountable", which means that there is a balance sheet and a Profit and Loss (P&L) concept for
408 a specific purpose. The Foundation would have a specific purpose. There is a separate checking
409 account that the loan funds would go to for the specific purpose; it could be called "Irma
410 Restoration", so that when all the monies come out, it would be identified there. If, for any
411 reason, there is excess money, it will be presented to the Finance Committee and then it would
412 be decided as to what to do with the money. If the amount was substantial, property owners
413 would get some money back. Mr. Miller wanted it to be clear that the accounting for these
414 monies would have nothing to do with the operational accounts, and budgets. There would be
415 two accounts; one would be for The Foundation, and the other would be for other than The
416 Foundation and that would be separate from The Foundation. Mr. DiNardo stated that those
417 funds would be audited, as part of The Foundation audit, which would be distributed to all
418 homeowners.

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**On MOTION by Mr. Mayer and seconded by Ms. DiNardo,
with all in favor, the Coordination Services Agreement
between Fiddler's Creek Foundation, Inc., and Fiddler's Creek
Community Development District #2, as stated, with a caveat
that there would be a Letter of Understanding, was approved.**

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Mr. Miller recalled discussion last month about a FEMA loan. Mr. Adams stated that it
was a FEMA Grant Assistance. Mr. Miller stated that presented a problem and the Board must
really think about if the District wanted the grant. Mr. Adams stated that it was easy to withdraw
and the application was submitted within 30 days so the District had the option to pursue it.

431 Discussion ensued regarding assessing property owners, property owners potentially submitting
432 a claim to their insurance for the amount of the assessment, potential issues if FEMA ended up
433 reimbursing the District and property owners possibly being required to pay back their insurance
434 carrier or FEMA, and difficulties administering a grant.

435 Mr. Klug wanted clarification as to the District getting financed under the CSA, the
436 District collaterally negotiating for a FEMA grant and then receiving those funds. He wanted to
437 know how does the presence of those funds interact, or relate to the financing the District is
438 getting under the CSA. Mr. Miller discussed insurance requirements, under Florida Statutes, and
439 possible implications of submitting a claim. Mr. DiNardo believed that the District could not
440 get the FEMA grant, since it must show FEMA that it had the expenditures and the District
441 would not have the expenditures. Mr. Miller stated that his point was that, if one received a
442 check from FEMA, they could not keep that money if their insurance company already paid.
443 The amount would have to be prorated and money received from a FEMA grant would have to
444 be given to the insurance company or one would be committing insurance fraud.

445 Mr. Klug asked how much the FEMA grant would be. Mr. Adams replied that it would
446 be for a portion of the costs. Mr. Miller wanted to explain why and noted that, perhaps the rules
447 for FEMA changed. Mr. Adams stated that Mr. Pires explained it perfectly; one would have to
448 sign a certification that the District did not receive funding from another source. Mr. Adams
449 stated that the choices were to incur the costs, up to now, or file for a grant application, which the
450 District would get a portion of reimbursement on, many years in the future, as related to public
451 safety, removal of the material that was in the streets and across the sidewalks, and the District
452 did more than that in the right-of-ways (ROWS), which would not be recoverable.

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**On MOTION by Mr. Mayer and seconded by Ms. DiNardo,
with all in favor, withdrawing the District's Federal FEMA
Application related to Hurricane Irma recovery costs, was
approved.**

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460 Mr. Miller spoke about the need to have some oversight over the contracts being issued.
461 For instance, The Foundation would have someone supervising the contracts, coordinating the
462 work, and performing the inspections. Mr. Cole would provide some oversight, confirm that
463 certain areas were CDD property, review contracts, review invoices, and conduct some
464 inspections, as needed, on behalf of CDD #2. Earlier today at the CDD #1 Board meeting, CDD

465 #1 asked Mr. Cole to perform those services and approved it for him to begin next week, on an
466 hourly basis. By the next Board meeting, in mid November, Mr. Cole would provide an estimate
467 for what he believed those services would be. Once CDD #2 understood the full scope and length
468 of time that the recovery efforts would take and the services Mr. Cole would provide, the Board
469 could address it. Mr. Cole had discussed with CDD #1, the coordination of what Mr. DiNardo
470 suggested regarding the Project Manager. Mr. Miller asked for clarification regarding how Mr.
471 Cole's duties and the Project Manager's position would not be duplicative. Mr. Cole explained
472 that work, such as landscape restoration could occur on CDD property and some might not be
473 CDD property. He would be reviewing the work and areas to make sure that the work and costs
474 were properly split between the CDD and any other entities. Upon completion of the work, he
475 would review the invoices that the Project Manager already reviewed, and agree or ask questions
476 about the invoices, accordingly.

477 Mr. Miller stated to Mr. DiNardo that he raised this question because he did not want
478 there to be any duplication. Discussion ensued between Mr. Miller and Mr. DiNardo regarding
479 Mr. Miller understanding the process and how complicated it is, Mr. Cole's role versus the
480 Project Manager, Mr. DiNardo agreeing with the concept, what the Engineers identified in this
481 District, human factors impacting things, the Landscape Architect possibly tagging trees that
482 possibly needed to be destroyed, the many variables in the whole process, the first analysis, some
483 Villages opting out of the Plan, some Associations planting trees with their own funds, inability
484 to identify the entire tree population, and acquiring an accurate count. There was discussion of
485 utilizing a security guard to take pictures, count the trees, and work with the temporary Project
486 Manager, Mr. Cole working with the Project Manager to perform spot checks, sending the bills
487 to Mr. Cole for review, Mr. Cole acting as an auditor for the District, Mr. Cole not only checking
488 but giving a report saying he reviewed the invoices and identified the District-related work, the
489 District accepting the work being completed as part of the Agreement, identifying the work
490 being done and Mr. Cole reviewing the stump removal data and stumps to be ground, the
491 possibility of the Project Manager resenting Mr. Cole for his role in the work, the need for a total
492 cooperative effort, and conflicts between Mr. Cole and the Project Manager being directed to Mr.
493 DiNardo and his office for resolution.

494 Mr. Miller asked if Mr. Cole would be able to provide an estimate of the cost of his
495 services. Mr. Cole could provide the estimate by the November meeting. Mr. DiNardo wanted
496 the District to engage Mr. Cole immediately so he could begin the work now. Mr. DiNardo

497 stated that, before the work is performed, pictures would be taken and Mr. Cole would be given
498 access to them. Ms. Viegas stated, when Mr. Cole submits his proposal next month, with a price,
499 it would help the Board if he would distinguish his role and the role of the Project Manager and
500 include exactly what he would be doing for that price. She thought that it would be helpful to the
501 Board as well, if Mr. DiNardo would give the Board information about the Project Manager's
502 responsibilities. Mr. DiNardo replied that the Project Manager's responsibilities were called turn-
503 key; to deliver the whole product. Ms. Viegas replied that is not what she is asking and that Mr.
504 DiNardo must have something to hire someone. Mr. DiNardo replied that he was hiring a person
505 dedicated and, even though he is dedicated to the project, he does contracts and supervises the
506 work; that is what a Project Manager does. Ms. Viegas wanted a job description for the Project
507 Manager to ensure there was no duplication between what Mr. Cole was doing and the Project
508 Manager was doing. Mr. DiNardo indicated that he would provide the job description. Ms.
509 Viegas wanted to know if both Engineers who promised, at the last meeting that they would have
510 their final Reports by last Friday, submitted those Reports. Mr. DiNardo said no, they were both
511 running behind. Ms. Viegas stated that since they are Exhibits to the CSA, she asked that the
512 Board receive copies as soon as they are complete since they will impact the costs. They will
513 also need to be approved by the Board as part of the CSA.

514 Ms. DiNardo thought that it was important to have Mr. Cole overseeing the work for the
515 District so that if questions were raised about the work, the District could indicate that it was
516 validated and the work product was inspected. Mr. Klug agreed 100%. Mr. Adams suggested
517 engaging Mr. Cole immediately. Mr. Miller wanted to engage Mr. Cole, pursuant to a proposal,
518 which he will submit next month and, if the proposal is not approved, Mr. Cole would stop the
519 work.

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521 **On MOTION by Mr. Klug and seconded by Ms. DiNardo, with**
522 **all in favor, engaging the District Engineer to certify the**
523 **District's Hurricane Irma recovery work and to submit a**
524 **proposal for his services, for approval at the next meeting,**
525 **were approved.**

526

527

528 Mr. Miller wanted to discuss his understanding that Mr. Adams submitted a claim figure
529 of \$350,000 to The Foundation. Mr. Adams stated that he gave The Foundation a figure, for the
530 purposes of sizing the loan, which was inclusive of invoices received from contractors for debris

531 removal through Friday, October 13, 2017, of approximately \$280,000. There were some
532 miscellaneous invoices from Bentley Electric (Bentley) for emergency streetlight repairs, and
533 from Lykins-Signtek (Lykins), for emergency repairs, such as installing temporary stop signs.
534 The District had initial dumpster requirements for the mobile home parts and pieces, and clean
535 up of a lane that was covered with mobile home pieces so that the pump station could be
536 accessed and some initial work on the pump station where one of the pumps was lost could
537 commence. Inclusive of that, plus knowing what the District had for minimum resources for the
538 week following, Mr. Adams stated that he sized the costs at \$350,000.

539 Mr. Adams replied to Mr. Miller's question that none of the \$350,000 had been spent yet.
540 Those were invoices he received. He kept daily logs as to who was where, the amount of
541 equipment, in terms of crew, types of equipment, number of chainsaws, etc. He was backing up
542 the invoices to the daily log to ensure they matched, the invoices were for the correct District and
543 had the correct location, with the right amount of equipment, and that the unit prices were
544 correct. There has been a lot of back and forth with the vendors and they want to be paid;
545 however, he had to first ensure that the invoices were accurate and correct, especially at a time
546 when the District thought they would be submitting to FEMA wherein, one must submit with
547 backup information and a whole litany of detail.

548 Mr. Miller stated that, in anticipation of the FEMA grant, Mr. Adams verified the amount
549 of the work that was performed, where the equipment was, how many people were there, how
550 long they were there, etc. Mr. Miller wanted to know how Mr. Adams did that. Mr. Adams
551 stated that he had daily logs; every morning, from the day after the storm, he logged who they
552 had for crews, who was on site, the number of crew members, trucks, equipment, skids, the
553 equipment, the rates, and matched them up. As he received invoices he would go back to the
554 daily log and match up to ensure they tied together. If there were any discrepancies, and in some
555 cases there were, we had to work back with the contractor in terms of getting them revised, and
556 corrected. There has been a bit of back and forth with the contractors and their offices in terms
557 of ensuring that everything was accurate.

558 Mr. Miller asked Mr. Adams how he knew the logs were accurate. Mr. Adams replied
559 that he was on site with the crews and, for the first two weeks, he was there every day directing
560 crews around and ensuring that the right crews were in the right locations, depending on what
561 type of equipment they had and the needs for a particular location. In response to Mr. Miller's
562 inquiry, Mr. Adams responded that he actually verified everything. When he arrived on site he

563 would get the morning start time and then, when he and Mrs. Adams came to the site they would
564 verify the counts. Mrs. Adams logged everything in.

565 In response to Mr. Miller's question, Mr. Adams stated that the District's invoices were
566 very close to being in proper form to be given to The Foundation. Mrs. Adams was not finished
567 yet, and was still going through everything; it was a lot of work. Mr. Adams stated that they
568 probably had three of the contractors for each District. He confirmed there were five and sent
569 those through for payment processing. A couple were difficult, since their offices were
570 displaced, such as LandCare and Davey Tree; their offices were uninhabitable, lost roofs, totally
571 flooded and they were working out of hotel rooms. Field crews were trying to prepare invoices
572 so when their office staff and accountants got hold of them, there was a mess to clean up. Mrs.
573 Adams stated that they were just released on October 20 so she did not have them yet. In
574 response to Mr. Miller's questions, Mr. Adams replied that the whole package would be
575 complete in a couple of weeks. Mrs. Adams took the numbers, his office was now auditing these
576 to make sure they were appropriate, but it was work that he and Mrs. Adams did and the office
577 staff had no idea what took place on the ground so it was dependent upon Mrs. Adams, him and
578 the written diary. Everything gets written down and gets backed up with the invoices.

579 Mr. Miller asked Mr. Adams who at his end would be coordinating with The Foundation
580 about this and Mr. Adams replied that he would be doing that ultimately; a package would be put
581 together, and he would come in, sit down with them, and run through it. Mr. Miller wanted to
582 know if Mr. DiNardo heard this and Mr. Adams replied that he did not; therefore Mr. Adams
583 reiterated what he said again about the package.

584 Mr. Klug wanted clarification on the Motion that was adopted to accept the Coordination
585 Services Agreement and that the adopted Motion did not obligate the Board to approve the
586 Exhibits that are presently attached to the draft Agreement, as there are corrections or additions
587 that must be made to the Exhibits.

588 Mr. DiNardo stated that, while everyone is busy, he would get the final Report and send
589 it to everybody as the final Report.

590 Mr. Klug inquired if the Motion did not apply to the content of the Exhibits contained in
591 the meeting package and Mr. Pires replied that the Agreement states approved and adopted. Mr.
592 Miller replied that they were adopting the preliminary Report.

593 Mr. DiNardo stated that CDD #2 was dumping debris on his property, which he gave
594 permission for but now the debris must be removed. Mr. Adams stated that Mr. Brougham

595 indicated he was finding out when the County was going to remove it; he gave the County
596 permission. Mr. DiNardo replied that the property owner gave the County the permission to
597 remove it. He is waiting for it and is not going to wait for long; therefore, if that was not done
598 by the time he did the work, he would remove it and send CDD #2 the bill.

599 Ms. Viegas stated that the Board needed to approve the final Engineer’s Report. Mr.
600 Miller stated that, since he was going to sign the Certificate of Cost, it should say, “as
601 Chairman”, underneath his signature and not as an individual. Mr. DiNardo preferred the
602 individual name.

603 Mr. Klug stated that he wanted to clarify what Mr. DiNardo said, to the extent that the
604 Exhibits to this Agreement are subsequently modified, this Board needs to readopt those
605 amended or modified Agreements, and Exhibits. Mr. Pires concurred and stated it must be at a
606 duly noticed Public Hearing. Directing his comment to Mr. Miller, Mr. Klug stated, Mr.
607 Chairman, so long as you understand, to the extent that the Exhibits, as they are contained in the
608 packet today change, this Board will need to readopt those amended or modified Exhibits.

609 Mr. Miller replied that these documents were intended to be preliminary.

610 Mr. Miller replied that he understood that the documents were going to change.

611

612 **SEVENTH ORDER OF BUSINESS**

**Discussion/Consideration of Rescinding
Prior Board Action Regarding Replanting
Bougainvillea Trees at Veneta Entry**

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616 Mr. Klug stated that he wanted to raise a question about this because of Irma’s
617 intervention and the fact that there was going to be a Master Landscape Plan for CDD #2,
618 pursuant to the Coordination Services Agreement. He questioned if the Motion previously
619 adopted by the Board, relating to the three bougainvillea trees should be rescinded so that what is
620 going to be done in front of the fountain would be part and parcel of the new Master Landscape
621 Plan.

622

623 **On MOTION by Mr. Klug and seconded by Ms. Viegas, with**
624 **all in favor, rescinding prior Board action regarding**
625 **replanting bougainvillea trees at the Veneta Entry, was**
626 **approved.**

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630 **EIGHTH ORDER OF BUSINESS****Update: Hurricane Irma Recovery**

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632 Mr. Miller asked Mr. DiNardo if there was anything left to be said that had not been said.

633 Mr. DiNardo thought they had covered it all.

634 Mr. Adams stated that, from his perspective, the District officially passed the baton with
635 the ceasing of Phase 1 and Mr. DiNardo had agreed to pick it up from there.

636 Mr. DiNardo stated that he was trying to assemble a package for the bank and would
637 hopefully get it out when these documents become part of that package; he would try and get it
638 out by Friday. Then, he would start working on the documents with the bank, which would take
639 time.

640 Mr. Miller asked Mr. DiNardo if he received definitive results from every Village. Mr.
641 DiNardo replied, no. CDD #1 voted that it did not need a reimbursement since it had \$550,000
642 for debris removal, which can be done in-house from their line of credit. That changed the
643 amount needed from the bank which was why he wanted these meetings, since the \$550,000
644 comes out of the deal. From all the Villages, so far about \$1 million was received and he has
645 \$350,000 from CDD #2 just on the debris removal. He has \$1.2 million on the Restoration
646 Program but received more tree statistics from the Landscape Architect from the Villages that
647 opted in. Some Villages opted out and some of the Villages did some of the work; therefore, that
648 number would be fluid, but he thought it would be around \$1.5 million. Figure the \$1.3 to \$1.5
649 million that is \$2.8 million; \$3.7 million for the replanting, \$650,000 for the fences, \$250,000 for
650 the signs, the Engineers and all the storm costs that would be close to \$450,000, so the total
651 would be close to \$8 million.

652 In response to Mr. Miller's inquiry regarding contemplating breaking it down with Iberia
653 and SBA, Mr. DiNardo stated that he would see; it was going to be part of the negotiations
654 between Iberia. He discussed the loan negotiation process that he would follow and noted that
655 Iberia would not charge any loan fees because they are The Foundation's banker; however, he
656 must pay lawyers on both sides, which would cost \$50,000 to \$75,000.

657 Mr. Miller asked who would give the opinion. Mr. DiNardo stated that he was going to
658 hire Mr. Mark Woodward to do The Foundation work, as he is familiar with all the documents.
659 There is no title insurance so that would make it easy.

660 Mr. Miller asked if Mr. DiNardo's D&O Policy was in shape. Mr. DiNardo did not
661 answer the question but stated that he wanted to do this as quickly as he can so he could give
662 them their money.

663 In response to a question from Mr. Miller, Mr. DiNardo asked Ms. Lord if she had the list
664 to determine how many Villages declined to join. She did not have the list. Mr. DiNardo stated
665 that he would email Mr. Miller the list and Mr. Miller replied that he was just curious. Mr.
666 DiNardo stated that his guess was that there might be seven or eight and those were mostly
667 single-family, such as Mulberry, Runaway, Mahogany, etc. He would email the CDD Boards.

668 Mr. DiNardo asked if anyone was here from Callista, as he did not have an affirmative
669 answer from Callista and requested that they obtain an affirmative answer from Callista and then
670 send the letters.

671 Mr. DiNardo stated he and Mr. Albeit needed to leave the meeting and wanted to add a
672 discussion about pressure cleaning to the agenda at this point. Mr. Miller agreed.

673 **▪ Pressure Cleaning**

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

675 Mr. Albeit stated that he started the pressure cleaning and the map he distributed to the
676 Board would be constantly updated. The map showed what was accomplished in two weeks.
677 Right now, there was a problem with the curb attachment so that is why the curbs had not been
678 done. The front columns and monuments were all pressure washed, but the curbs have not been
679 done. The sidewalks were being done. He started at CDD #1 and, once completed, he would
680 move onto CDD #2.

681 Mr. Miller asked Mr. Albeit to explain to everybody about the fact that this will be a full
682 time operation and who will be permanently operating this. Mr. DiNardo replied that the District
683 paid for one full cleaning and he thought, with the time it takes, he could do another full
684 cleaning, which would be absorbed by The Foundation. Some Villages need to be cleaned and
685 he would determine a rate to clean those properties.

686 Mr. Miller asked if somebody would pick up bottles and trash. Mr. Albeit replied that
687 they would pick up bottles and trim some of the stuff that was hanging over the sidewalks as
688 well. Mr. Miller replied that the workmen leave a lot of stuff all around sometimes. Mr. Albeit
689 stated that, if anyone wanted to see a sample of curbs and sidewalks, they could look just past
690 the gates in Marsh Cove.

691 Discussion ensued regarding GPS in the vehicles so their locations would be known and
692 clearing debris following a big thunderstorm; debris stays there for awhile.

693 Mr. Miller asked if the theory was that it would be operational every day. Mr. DiNardo
694 replied affirmatively and stated that the Districts were contributing \$80,000 and The Foundation
695 would pick up the rest of the cost.

696 Ms. Viegas asked if there was a Maintenance Agreement for when the machine breaks.
697 Mr. DiNardo replied it was The Foundation's machine and there is a maintenance agreement. He
698 also said it is stored at the golf cart building, and the golf mechanics would be able to solve many
699 of the problems the machine may encounter.

700 ******Mr. DiNardo and Mr. Albeit left the meeting.******

701

702 **NINTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of September 30, 2017**

703

704

705 Mr. Adams presented the Unaudited Financial Statements as of September 30, 2017.

706 Mr. Miller stated that he had an overall question related to Page 15 of the financials,
707 which reflected a deficiency of revenues in the Capital Projects Fund, with expenditures of
708 \$375,000 greater than revenues.

709 Mr. Adams stated that Mr. Miller should keep in mind that the District already has a
710 balance of \$1.3 million. The only revenue into the Capital Projects Fund account now was
711 interest earnings. Then there were the actual requisitions, during the course of the year, which
712 Mr. Cole was processing against the Capital Projects Fund. The District would always have that
713 negative number, once it gets past the first year, when the fund is actually funded when the bond
714 is issued. The construction fund is where there is a positive number. In subsequent years, the
715 District's only inflow of money is going to be interest earnings so there would always be a
716 negative number against projects that the District funded through the course of the year.

717 Mr. Miller stated that he just wanted that explained for the record.

718 Mr. Adams stated that, on the operating fund, there were the same culprits that were over
719 budget for the same reasons. He verified the street lighting number and it was accurate. There
720 were a number of poles that were knocked down and there was no opportunity to pursue for the
721 recovery of costs. Some were pursued and that was the primary amount of the District's interest
722 and miscellaneous income, on Page 2. Some systems had to be put back together. He thought
723 that this was in some of the older areas. As the District started to recover, it was brought to his
724 attention that lighting systems were being put back together and those were all legitimate. He
725 viewed those as being one-time expenses and a majority of the lighting systems were now 100%

726 up in those under developed, or remote areas of CDD #2, except for the ones that fell down,
727 which would be covered by the other agreement for Irma recovery.

728 Mr. Adams stated that, for interest and miscellaneous, the lion's share of the
729 miscellaneous was going to be recovery of insurance claims. When the District knew somebody
730 damaged CDD property, a claim could be filed. A small portion would be revenue from the sale
731 of clickers and replacement clickers.

732 Mr. Miller stated that the District essentially received no interest. Mr. Adams replied that
733 the District received little to no interest.

734 Ms. Viegas asked, since this financial statement is our fiscal year-end will the September
735 financial statements be revised for all the accruals, accounts payable, and unassigned funds. Mr.
736 Adams confirmed that it will be revised since they are fiscal year end statements. Mr. Adams
737 clarified that, short of accruals, he would say that there would be some accruals and some
738 Hurricane Irma expenses that were booked for Fiscal Year 2017; invoices that should be for
739 September. The Board would more than likely see a budget amendment at the November
740 meeting, since some surplus funds must be rolled up to pay for those before certifying for
741 reimbursement from The Foundation.

742 Mr. Miller asked if that would be considered an advance. Mr. Adams replied
743 affirmatively.

744 Ms. DiNardo asked how Mr. Adams would list the money. Mr. Adams replied, as
745 hurricane recovery line items that say "Hurricane recovery" to keep it simple. He was setting
746 this up for a FEMA application.

747 In response to Ms. Viegas' inquiry, Mrs. Adams stated that she did not know if there was
748 a big hit this month on the fountains. It could be from several weeks or two months between
749 repairs and pump routine maintenance; the only thing that is covered is maintenance. CDD #2
750 pays for the contractor to clean and inspect the fountain, once per week. If the fountains are
751 down, Mrs. Adams should be called and she would get the contractor to go out, which is billable
752 time that they normally waive. The District is paying to have that fountain cleaned whether it is
753 running, or not. That fountain is full of water even if it is down and must be chemically cleaned
754 every week or it will turn green.

755 Ms. Viegas stated that getting the fountains to work properly was an ongoing concern.
756 She asked if the District is charged each time they come and are part of getting the fountain to

757 work. Mrs. Adams replied affirmatively; when they come out and work on the fountain, the
758 District gets charged but a proposal is provided.

759 Ms. Viegas felt that it should have been a package price. Mrs. Adams responded that
760 they never are. Discussion ensued regarding the ongoing issues with the Veneta and Aviamar
761 fountains, being billed each time the contractor works on the fountain, the number of pumps
762 replaced, replacing pumps as they go out, why some parts of the fountain function while other
763 parts do not, sometimes replacing with rebuilt pumps, etc.

764 Mr. Miller wanted to know if there was any way of negotiating a different kind of
765 contract, such as a fixed amount. Mrs. Adams replied that she could not answer that question, as
766 there were so many price components on those fountains; no contractor could guarantee that the
767 fountains would be up and running 24/7. Unfortunately, the fountains are older.

768 Discussion ensued regarding ongoing fountain issues, the current issues at fountains in
769 CDD #1 and CDD #2, landscape damage, damage to pumps and pump equipment, debris in the
770 fountains, the inability to have all fountains functioning at the same time, the Board’s overall
771 frustration with the fountains, Pinnacle opening an in-house service and not performing as they
772 had in the past, finding another contractor, Mrs. Adams’ time spent on the fountains, Stahlman
773 reviewing the Veneta fountain, determining why the fountain breakers are tripping, paying the
774 bills despite an unsatisfactory result, Vista not being responsive because they “were very busy”,
775 Stahlman conversations with Mrs. Adams, other communities not experiencing these types of
776 fountain problems, the size of the District’s fountains, Vista taking care of other smaller
777 fountains without problems in other communities, in-house fountain maintenance, Mr. Miller’s
778 desire to avoid this discussion every month, issues with the brand new Marsh Cove fountain,
779 obtaining a proposal from Mr. Albeit and The Foundation, and obtaining comprehensive
780 proposals for on-site fountain maintenance, from The Foundation and Stahlman, by the next
781 meeting.

782

TENTH ORDER OF BUSINESS

Staff Reports

783

A. District Counsel

786 Mr. Pires stated that yesterday he and Ms. Lord received an email from Mr. Ken van
787 Assenderp regarding District #1’s Rule Amendment. There is a 20-day time frame for it to
788 become final and effective. District #1’s Rule Amendment would be finalized 20 days from
789 October 4, and that would be sent to the Clerk for Collier County. District #2’s Ordinance

790 Amendment would become effective. Mr. Miller was sure nobody would file an objection and
791 Mr. Pires hoped not.

792 **B. District Manager**

793 **i. NEXT MEETING DATE: November 15, 2017 at 10:00 A.M.**

794 The next meeting would be held on November 15, 2017 at 10:00 a.m., at this location.

795 **C. Operations Manager**

796 Mrs. Adams stated that palm tree pruning would occur over the next few weeks. District
797 #1 talked about mulching and putting it off until some of the stumps could be removed. She
798 asked the Board if they wanted to do the same. Mr. Klug thought that the weeds were bad and
799 mulching might take care of it; he noticed the beds were naked and weeds were coming up.

800 Mr. Mayer stated that bulldozers would be running over the things, and when the trees
801 were pulled; there was no sense of wasting the money on the mulch.

802 Mrs. Adams stated that she needed to extend contracts for landscaping and the lake
803 maintenance, since they would expire in December. There was not time to put those out to bid
804 and present responses at the December meeting.

805 Mr. Miller asked if they could get an extension, on a monthly basis, and recommended
806 doing so. Mrs. Adams replied affirmatively; she would pursue extensions and try and present the
807 bids at the January meeting.

808 Mr. Miller stated that as a priority, the package for The Foundation must be prepared and
809 asked about the control. Mrs. Adams replied that she just received it this morning, but she did not
810 read it.

811 Regarding the security statistics, Mr. Miller stated that, under the "incidents", there were
812 two process servers and he wanted to know what those were related to. Mr. Adams replied that,
813 from time-to-time someone comes in to deliver a subpoena. Mr. Miller inquired why that was on
814 the Department of Safety Monthly Status Report. Mr. Adams replied that it was just a statistic;
815 they note that they came in. Obviously, the gate is not supposed to interfere, they just note it.

816 Mr. Klug asked what "thermo-cameras" meant, on the upper right of the report and why
817 it had numbers. Mrs. Adams did not know. Mr. Adams replied that it might be the number of
818 times they turned on the camera. Mr. Klug felt that response was evasive. Mr. Adams stated that
819 he would find out.

820

821 **ELEVENTH ORDER OF BUSINESS** **Consideration of September 27, 2017**
822 **Regular Meeting Minutes**

823
824 Mr. and Mrs. Adams gave a big thank you to Ms. Viegas for reviewing the Minutes.

825 Mr. Adams presented the September 27, 2017 Regular Meeting Minutes and asked for
826 any additions, deletions or corrections. The following changes were made:

827 Line 39: Insert: "Mr. Schiavo" after "Mr. Klug"

828 Ms. Viegas referred to Line 173 wherein Mr. John Snyder stated that there was a
829 statutory provision and she wanted it noted, for the record, that there is no statutory provision.
830 She alerted the Board to this and wanted it noted in the minutes but assumed that that would not
831 be acceptable. Mr. Adams replied that it would not be acceptable to change the September 27
832 minutes. Mr. Pires stated that Ms. Viegas should just note it today. Mr. Adams stated that was
833 what Ms. Viegas was requesting. Ms. Viegas stated that she relayed to the Board herself that no
834 such statutory provision existed, she visited the homeowner, and he determined that it was only
835 an insurance policy.

836
837 **On MOTION by Mr. Mayer and seconded by Mr. Klug, with**
838 **all in favor, the September 27, 2017 Regular Meeting Minutes,**
839 **as amended, and incorporating Ms. Viegas' changes, were**
840 **approved.**

841
842
843 **TWELFTH ORDER OF BUSINESS** **Supervisors' Requests**

844
845 There being no Supervisors' requests, the next item followed.

846
847 **THIRTEENTH ORDER OF BUSINESS** **Adjournment**

848
849 There being no further business to discuss, the meeting was adjourned.

850
851 **On MOTION by Ms. DiNardo and seconded by Mr. Klug, with**
852 **all in favor, the meeting adjourned at 12:05 p.m.**

853
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856
857 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]
858

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Secretary/Assistant Secretary

Chair/Vice Chair

DRAFT

1 **MINUTES OF MEETING**
2 **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**
3

4 A Regular Meeting of the Board of Supervisors of the Fiddler’s Creek Community
5 Development District #2 was held on Wednesday, November 15, 2017 at 10:00 a.m., at the
6 Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.
7

8 **Present at the meeting were:**
9

10 Elliot Miller	Chair
11 Victoria DiNardo	Vice Chair
12 Joseph Mayer	Assistant Secretary
13 Linda Viegas	Assistant Secretary
14 Bill Klug	Assistant Secretary

15
16 **Also present were:**
17

18 Chuck Adams	District Manager
19 Cleo Adams	Assistant Regional Manager
20 Tony Pires	District Counsel
21 Terry Cole	District Engineer
22 Carrie Robinson (<i>via telephone</i>)	Tobin & Reyes, P.A., Litigation Counsel
23 Valerie Lord	Developer Counsel
24 Marie Puckett	Fiddler’s Creek Security
25 Craig Chamberlin	Resident

26
27

28 **FIRST ORDER OF BUSINESS**
29

Call to Order/Roll Call

30 Mr. Adams called the meeting to order at 10:00 a.m. All Supervisors were present, in
31 person.
32

33 **SECOND ORDER OF BUSINESS**
34

Public Comments: Non-Agenda Items

35 There being no public comments on non-agenda items, the next item followed.
36

37 **THIRD ORDER OF BUSINESS**
38

Special Counsel Update

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

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

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

75 to Mr. Miller’s question as to whether there was any spillover of emotion from Naples Lending
76 to the interpleader with Mr. Underwood, Ms. Robinson replied no. Mr. Miller asked to be
77 apprised of the date for the interpleader case management conference. There being nothing
78 further, Ms. Robinson was released.

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

80

81 **FOURTH ORDER OF BUSINESS**

Developer’s Report/Update

82 Ms. Lord, representing the Developer, stated there was nothing to report or update. Ms.
83 Lord did add that she was working with the interim project manager on the hurricane restoration
84 project, and the CDD restoration work did start on Monday. Mr. Miller asked for an update on
85 the search for a permanent project manager. Ms. Lord would make inquiries and apprise the
86 Board.
87

88

89 **FIFTH ORDER OF BUSINESS**

Engineer’s Report

90 Mr. Cole presented a Capital Improvement Revenue Bond, Series 2015, proposal in the
91 amount of \$30,349.05, which included a landscape irrigation invoice and soft costs to Grady
92 Minor and Waldrop Engineering. Mr. Miller asked for an explanation of the \$20,635.60 for
93 Oyster Harbor retainage. Mr. Cole stated that it was for the installation of items at new homes in
94 Oyster Harbor.
95

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

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

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

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

119 ➤ Mr. Cole stated that Mr. Duprey and Mr. Dieckmann performed essential duties while he
120 provided oversight and would perform spot checks along with Ms. Amber Jergensen, his
121 assistant. In response to Mr. Miller's question, Mr. Cole stated that Ms. Jergensen was a
122 colleague who prepared maps and was very familiar with Fiddler's Creek.

123 ➤ Ms. Jergensen would soon commence meeting with Mr. Duprey on a bi-weekly basis to
124 compare notes, update the records, and each month, as pay requests arrived from the
125 contractor, she or Mr. Cole would audit all entries.

126 ➤ Mr. Cole prepared exhibits to aid in the viewing and documentation for the CDD.

127 ➤ Grady Minor prepared a street lighting map for the entire community.

128 ➤ Mr. Cole overlaid the district roads, on that map, for CCD #1 and #2; if, for instance,
129 work was being performed on Aviamar, there are three cul-de-sacs that are not CDD
130 roadways so those streetlights would not be part of that work.

131 ➤ A list of 175 streetlights to be repaired was received, yesterday, and Mr. Cole was
132 specifying whether the light poles were in CDD #1, #2, or an HOA. In response to Mr.
133 Miller's question, Mr. Cole stated that The Foundation and Bentley Electric forwarded
134 the list. Ms. Viegas stated that the light posts that were not part of the District, per Mr.
135 Cole, were most likely part of the Villages in Aviamar and asked if they had all joined in
136 on the full restoration plan. Discussion ensued regarding the street lights, three cul-de-
137 sacs, District roads and undeveloped lands.

138 ➤ Engineering prepared exhibits on large scale maps with aerials to aid in the reviews.

139 Mr. Miller asked if CDD #1 was on board with the agreement. Mr. Cole stated that CDD
140 #1 agreed to it in concept, with certain changes, and had not yet executed it. Mr. Cole would
141 keep the Board updated on the outcome.

142 ➤ Mr. Cole continued and said he would review and document completed work, review
143 invoices, and record drawings at the end.

144 ➤ Mr. Cole would also meet with Foundation representatives on a bi-weekly basis and
145 inspect and observe work as, necessary, and provide exhibits.

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

152 ➤ The BrightView contract was for \$1.5 million and about \$300,000 was for CDD #1,
153 \$500,000 was for CDD #2 and the remainder was HOA/Foundation.

154 ➤ Waldrop Engineering was in the process of developing a landscape planting plan.

155 ➤ BrightView anticipated completing their portion of the restoration in three months, while
156 Mr. Cole anticipated a minimum of six months in his proposal because after the trees
157 were removed, tree plantings would commence as well as street lighting and signage,
158 fencing, and bulkhead work.

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

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

196 Mr. Pires made the following changes to the proposal during the earlier CDD #1 meeting:
197 ➤ On Page 1, Number 1 of the proposal, after "verify invoices," insert "verify applications
198 for payment and certifications of cost" and after "provide support" insert "in obtaining
199 necessary permits." Mr. Pires stated that the adjustments were to avoid issues in case
200 permits were required.
201 ➤ On Page 1, Number 3 was amended to read, "We will observe and inspect work
202 performed as necessary."

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

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

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

216 ➤ 40 or 50% of the catch basins were cleaned before the storm, the remainder was cleaned
217 after the storm. Mr. Cole would check to see if any others need to be cleaned. In response to a
218 question, Mr. Cole stated that the Developer cleaned the catch basins as well and only 10 to 15%
219 of the basins that were re-checked needed cleaning. The basins would be considered maintenance
220 items and were not included in the restoration plan.

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

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

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

250

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

255

256

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

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

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

305
306 **On MOTION by Mr. Mayer and seconded by Ms. DiNardo,**
307 **with all in favor, to terminate the Aquagenix contract, was**
308 **approved.**

309
310
311 In response to Mr. Chamberlin’s question regarding County waterways, Mr. Adams
312 stated that the District’s level of service was much higher than the contributing water body,
313 which was a roadside canal system, and the County was not as responsive or proactive in tending
314 to the water quality. Mr. Adams called for a motion to engage LakeMasters. Discussion ensued
315 regarding the contract length and cost. In response to Ms. Viegas’ question regarding the budget,
316 Mr. Adams stated that Management would repurpose funds to find the extra \$10,000.

317
318 **On MOTION by Ms. DiNardo and seconded by Ms. Viegas,**
319 **with all in favor, to engage LakeMasters Aquatic Weed**
320 **Control on the same scope of work agreement as previously,**
321 **and at the previously quoted price, was approved.**

322
323
324 **SIXTH ORDER OF BUSINESS**

**Consideration of Revised Waldrop
Engineering and Q. Grady Minor
Engineering Exhibits to Coordination
Services Agreement between Fiddler’s
Creek Foundation, Inc., and Fiddler’s
Creek Community Development District
#2**

325
326
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331
332 Mr. Miller noted the line item entitled “CDD Roads” in the amount of \$2.2 million and
333 questioned the breakdown between CDD #1 and CDD #2. He stated that in the October 26
334 report, there is a breakdown which required CDD #1 to pay \$656,925 million and CDD #2 to pay
335 \$1.1825 million and wondered how that applied to the breakdown of the \$2.2 million. Ms.
336 Viegas stated that she reviewed the Waldrop report, the BrightView contract, and the estimated
337 costs submitted to Iberia Bank that was sent out in an email blast by the Club and Spa. She
338 stated that the Waldrop report should be disregarded because the numbers that Waldrop used in

339 their estimate were only to give the District ballpark figures and Waldrop's numbers were totally
340 different from those in the BrightView contract, which was executed, awarded, and the work
341 commenced. Ms. Viegas prepared a number of spreadsheets, examining what CDD #1 and CDD
342 #2 required based on the numbers of trees that need to be removed, ground, pruned, and staked.
343 The Board should focus on the BrightView contract in the amount of \$1.57 million which was
344 already in place. It was a not-to-exceed contract at \$1.45 million, with an amendment that added
345 an additional \$120K. In response to Mr. Miller's question regarding the \$2.2 million, Ms.
346 Viegas stated that it was the estimate that Waldrop came up with, which was a ballpark number;
347 the District currently had actual numbers from BrightView. In response to Mr. Miller's question
348 regarding the breakdown, Ms. Viegas stated that it was part of what was used for the bank
349 negotiation and The Foundation sent out an estimate via an email blast to all residents breaking
350 down what the CDD #1 and CDD #2 numbers would be, and that she took issue with some of the
351 line items and the way they were allocated. In response to Mr. Miller's question, Ms. Viegas
352 stated that for the BrightView contract for CDD #1, it was \$301,567 and \$485,836, for CDD #2.
353 Ms. Viegas asked Mr. Cole if he would include what was actually completed and if it would be
354 compared with BrightView's costs and if a running total of how the project was progressing
355 would be kept. Mr. Cole replied affirmatively and stated that each submitted invoice would have
356 a total and notes would be compared during the bi-weekly meetings. Ms. Viegas noted that in
357 the scope of work in the BrightView contract, there was no mention of an arborist. She asked
358 Mr. Cole if an arborist was working with BrightView to ensure the correct trees were being cut
359 down. Mr. Cole confirmed that there was an arborist on staff at BrightView and would further
360 investigate the tree review procedure. Ms. Viegas also noted that in Waldrop's executive
361 summary, they recommended a fertilization of preventive care fungicides and pesticides to be
362 applied as soon as possible to eliminate any further impact of shock and help with the survival,
363 which was not in the BrightView contract. Mr. Cole stated that Waldrop solely recommended
364 that preventive measures be taken, but did not assert that they would complete those measures.
365 Ms. Viegas asked if the measures were being taken and by whom. Mrs. Adams stated that crews
366 came out and performed bud-jointing after Hurricane Irma in September and there was no need
367 to apply pesticides as that was already accomplished. Discussion ensued regarding the Waldrop
368 report, CDD #2, Hurricane Irma damage to walls and the Aviamar buffer. Mr. Cole would meet
369 with Ms. Viegas after the meeting to address the issues further. Ms. Viegas questioned some of
370 the expenses that were submitted to Iberia bank for the loan; for example the number that was

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

402

403 SEVENTH ORDER OF BUSINESS

Continued Discussion/Update: Hurricane Irma Recovery

404
405
406
407

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

408

409 EIGHTH ORDER OF BUSINESS

Staff Reports

410

411 A. District Counsel

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

418 B. District Manager

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

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

421 C. Operations Manager

422 Mrs. Adams highlighted the following items:

423 ➤ Since the landscape contract would soon expire, Mrs. Adams advertised for proposals and
424 there will a mandatory pre-bid meeting on November 28. The bid opening would occur
425 the first part of January and Mrs. Adams would circulate the results to the Board.

426 ➤ Regarding dividing the District, Mrs. Adams stated if the District continued to do this,
427 there would not be a full-time staff, and the District's contract was extremely demanding
428 and required a daily presence. After reviewing the maps and acreage, Mrs. Adams urged
429 the Board to not divide the property further than the two sections, as it would be
430 unfavorable. The Board agreed to heed Mrs. Adams' recommendation and not divide the
431 property further.

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

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

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

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

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

454 ▪ **Security Manager's Report**

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

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

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

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

476

477 **NINTH ORDER OF BUSINESS**

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

478

479

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

482 Line 270: Insert a period at end of sentence.

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

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

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

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

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

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

490

<p>491 On MOTION by Mr. Mayer and seconded by Ms. Viegas, with 492 all in favor, the October 17, 2017 Regular Meeting Minutes, as 493 amended, and incorporating Ms. Viegas' changes, were 494 approved.</p>

495

496

497 **TENTH ORDER OF BUSINESS**

Supervisors' Requests

498

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

500

501 **ELEVENTH ORDER OF BUSINESS**

Adjournment

502

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DRAFT

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Secretary/Assistant Secretary

Chair/Vice Chair

DRAFT

1 **MINUTES OF MEETING**
2 **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**
3

4 A Regular Meeting of the Board of Supervisors of the Fiddler’s Creek Community
5 Development District #2 was held on Wednesday, December 6, 2017 at 10:00 a.m., at the
6 Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.
7

8 **Present at the meeting were:**
9

10 Elliot Miller	Chair
11 Victoria DiNardo	Vice Chair
12 Joseph Mayer	Assistant Secretary
13 Linda Viegas	Assistant Secretary

14
15 **Also present were:**
16

17 Chuck Adams	District Manager
18 Cleo Adams	Assistant Regional Manager
19 Tony Pires	District Counsel
20 Terry Cole	District Engineer
21 Carrie Robinson (<i>via telephone</i>)	Tobin & Reyes, P.A., Litigation Counsel
22 Valerie Lord	Developer Counsel
23 Ron Albeit	The Foundation
24 Robert Dieckmann	Project Manager
25 James Fairbanks	TEM Systems Sales Manager
26 Jason Cloud	TEM Systems Service and Installation 27 Manager
28 Marie Puckett	Fiddler’s Creek Security
29 Michael Herrera	Grady Minor and Associates
30 Marlo McQuaker	Resident
31 Mike McQuaker	Resident
32 Michael Buck	Resident

33
34
35 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

36
37 Mr. Adams called the meeting to order at 10:06 a.m. Supervisors Miller, DiNardo,
38 Mayer and Viegas were present, in person. Supervisor Klug was not present.
39

40 **SECOND ORDER OF BUSINESS**

Public Comments: Non-Agenda Items

41
42 There being no public comments on non-agenda items, the next item followed.
43

44 **THIRD ORDER OF BUSINESS**

Special Counsel Update

45
 46 Ms. Robinson stated that the Court ordered an approved schedule based on the case being
 47 ready for trial in late December, 2018 or early January, 2019 and a likely trial date of February,
 48 2019. Since the discovery deadline is the end of September, 2018, District Counsel will move
 49 expeditiously, this month, to arrange a proposed discovery schedule with opposing counsel, and
 50 a deposition schedule to meet that deadline as a first order of business. Ms. Robinson requested
 51 an executive session to aid in the creation of a schedule, and other discussions about upcoming
 52 depositions and discovery. Since an executive session was previously scheduled for CDD #1 on
 53 Thursday, December 14, at 1:00 p.m., Ms. Robinson suggested scheduling CDD #2's executive
 54 session immediately following. Mr. Miller stated that the time must change from 1:00 p.m. to
 55 2:30 p.m. because the room was unavailable until then, and warned that the open meeting portion
 56 prior to the executive session for CDD #1 might be lengthy, as other business issues would be
 57 discussed. Ms. Robinson stated that it would not be a problem and was subsequently released.

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

59
 60 **FOURTH ORDER OF BUSINESS**

Developer's Report/Update

61
 62 Mr. Albeit stated there were no Developer updates. Ms. Viegas stated that a number of
 63 homeowners in Millbrook closed on their Lennar homes after Hurricane Irma and had inquired
 64 about the status of the assessment. Ms. Lord replied that whoever owned the home when the
 65 assessment was levied would be billed and responsible because they would reap the benefits of
 66 the restoration. Mr. Miller commented that contracts should be scrutinized during the closing
 67 and homeowners should do their due diligence prior to closing, after the contract was confirmed.
 68 In response to Ms. Viegas' question regarding the pressure washing schedule, Mr. Albeit stated
 69 that once the contractors completed CDD #1, they would commence pressure washing CDD #2.
 70 Ms. Viegas wanted to know when the monument sign would be changed from Marengo to
 71 Millbrook. Ms. Lord replied that the signage was most likely delayed due to the hurricane and
 72 would forward updates upon receipt.

73
 74 **FIFTH ORDER OF BUSINESS**

Engineer's Report

75
 76 Mr. Miller stated that a concerned resident previously photographed the catch basins and
 77 questioned their appearance. Mr. Cole stated that the catch basins were recently prepared for

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

80 Mr. Cole reviewed the Hurricane Irma Restoration Report dated December 5, 2017,
81 which was distributed and mentioned that Mr. Dieckmann, the Interim Project Manager for The
82 Foundation, could also answer questions. In response to Mr. Miller's question regarding
83 BrightView Landscaping (BrightView), Mr. Dieckmann confirmed that invoices would be
84 forwarded monthly. Mr. Cole stated that although the draft contracts from Bentley Electric
85 (Bentley) were not yet reviewed, it was estimated that CDD #1 would be billed \$170,000 and
86 CDD #2 would be billed approximately \$75,000 for a variety of different repairs. Mr. Miller
87 inquired about the length of time it would take to fulfill the contract. Mr. Cole stated that it
88 would take months especially since certain items, such as street poles had lengthy delivery times.
89 In response to Mr. Miller's question regarding inventory, Mr. Cole stated that Bentley Electric
90 kept inventory to a degree but doubted that they had entire poles. Mrs. Adams stated that after
91 the hurricane, the inventory was depleted. Mr. Cole stated that the estimated costs were for work
92 that was pending; however, several projects were completed right after the storm that Mrs.
93 Adams coordinated. Regarding signage repairs, Lykins Signtek (Lykins) forwarded a proposal
94 to Mrs. Adams. Mr. Miller stated that, previously, Lykins was slow in completing projects and
95 directed Mrs. Adams to ask them to be more expeditious. Regarding lake bank erosion, Mr. Cole
96 stated that contractors were in the process of removing large ficus trees from Lake #88, along the
97 western bank, and Management budgeted \$60 to \$70,000 for that repair, but it was not known if
98 that amount would be sufficient. In response to Mr. Miller's question regarding normal non-
99 hurricane issues, Mr. Cole stated that the contractor was completing certain punch list items, but
100 currently had no charges to present. Ms. Viegas asked if all of the irrigation and landscape
101 lighting issues were resolved. Mr. Cole feels confident that the landscaping and irrigation
102 lighting issues that Waldrop Engineering recommended the District assess on their own had been
103 done, and repairs made accordingly. More issues may occur as landscaping is pulled out and
104 removed. Mr. Cole stated that a few irrigation pipes were damaged by BrightView crews, in an
105 area adjacent to Lake #88, and the contractor was responsible for repairing those items. In
106 response to Mr. Miller's question, Mr. Cole stated that the pipes were operable. Ms. Viegas
107 asked if any other irrigation issues could arise, based on the hurricane that would affect the
108 budget. Mr. Cole stated that as trees were pulled, there may be additional damage but the
109 contractors would be more cautious. In response to Ms. Viegas' question regarding the Creative

110 Lane and the Aviamar Buffer, Mr. Cole stated that he did not have time to follow up on why
111 Creative Drive was not part of the BrightView bid, or where the information regarding the
112 Aviamar buffer is listed in the contract. Ms. Viegas asked if Mr. Cole and Ms. Lord had time to
113 review the damage in Aviamar Circle before Lennar leaves. Mr. Miller requested that they
114 make sure Lennar's deposit is held back until that review can be done. Mr. Michael Buck, a
115 resident, reported that the irrigation pressure in Veneta/Campanile Circle was very low and asked
116 if a contractor was responsible. Discussion ensued regarding contractors and irrigation pipelines.

117
118 **SIXTH ORDER OF BUSINESS** **Discussion/Consideration: Wall**
119 **Repair/Replacement Options (Grady**
120 **Minor)**
121

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

129 Mr. Herrera stated that the areas in CDD #2 in need of repair or new walls included
130 Veneta, Lagomar, Creative Lane, and Aviamar, which would be 6' tall except for a portion of
131 Aviamar, which was an 8' wall. Mr. Miller asked about the size of the posts. Mr. Herrera stated
132 that the type of product currently available was a pre-cast concrete wood fence, which resembled
133 wood but was not actually wood. The older developments such as Lagomar and Creative Lane
134 had 5" posts while Aviamar had 6" posts. In response to Mr. Miller's question, Mr. Herrera
135 confirmed that 5" posts were no longer available and the vast majority of the failed gates in
136 CDDs #1 and #2 contained 5" posts. The four options for consideration, included a stackable
137 pre-cast concrete wood, a single panel concrete wall that can reach up to 15', a vinyl stone wall,
138 and a chain link fence with vinyl coating. Mr. Herrera reviewed the advantages and
139 disadvantages of each wall with regard to Miami-Dade certification, wind resistance,
140 manufacturer warranties, and costs. Mr. Miller stated that walls with sound barrier capabilities
141 were very significant and should be emphasized. Mr. Mayer asked if the walls were approved by

142 the Design Review Committee (DRC). Mr. Miller replied affirmatively. Ms. Viegas previously
143 researched the vinyl wall manufacturer's website and clarified that the company has been in
144 business since 1995, not a decade, and the walls had lifetime warranties with 30 years on the
145 color. Mr. Miller wanted to know what percentage of the walls within CDD #2 could be
146 maintained, as they are, without repair, and what percentage of the perimeter walls can be
147 repaired. Mr. Herrera replied approximately 80% of the Aviamar area could be maintained
148 without repair and 260 linear feet in the Veneta area should be repaired. With regard to
149 landscaping, all shrubs should be trimmed 2½' and there should be 2' clearance from the walls.
150 Mr. Miller wanted clarification that the \$1 million budgeted amount was to install walls in both
151 districts, excluding the landscaping. He felt that this information should be disclosed before any
152 decision was made and directed Mr. Dieckmann or Mr. Albeit to contact Mr. DiNardo for an
153 answer. In response to Ms. DiNardo's question regarding an estimate, Mr. Herrera stated that it
154 would cost \$81,000 to repair 260 linear feet of wall in Veneta because it already had 6' posts,
155 Lagomar could be repaired at a cost of \$84,000; however, the majority of the wall would still
156 have 5' posts and replacing all of the 5' posts with 6' posts would cost \$230,000. It would cost
157 \$227,000 to repair Creative Lane, however, 60% of the wall would have 5' posts. In response to
158 Mr. Miller's question, Mr. Herrera stated that it would cost \$437,000 to replace all of the wall on
159 Creative Lane or \$370,000 for the new vinyl wall and it would cost \$18,000 to repair Aviamar.
160 Mr. Mayer asked for a total amount to repair the walls in CDD #2. It was estimated that it would
161 cost \$410,000, to repair CDD #2 and \$540,000 to repair CDD #1, without the landscaping. Mr.
162 Mayer pointed out that there may be hidden costs in the removal of vegetation, for which there
163 should be a contingency fund. In response to Mr. Miller's question regarding a contingency
164 amount, Mr. Herrera estimated 20%, which would bring the estimated repair total to \$500,000
165 for CDD #2. Mr. Miller wanted to know how long it would take to remove the landscaping. Mr.
166 Dieckmann replied the end of January. Mr. Miller recapped that in six weeks, the District would
167 know that a 20% reserve or contingency fee was an adequate amount, in addition to the
168 estimated repair amount of \$410,000.

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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.

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

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

180 ▪ **Vendor Presentation**

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

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

205

206 SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of October 31, 2017207
208

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

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

229

230 EIGHTH ORDER OF BUSINESS

Staff Reports

231

232 A. District Counsel

233 Mr. Pires stated that the Planning Commission would be holding a hearing on the Antilles
234 rezoning on December 21, 2017, at 9:00 a.m. in the County Commission chambers, if anyone
235 wanted to attend. Secondly, the City had not recognized the rule amending the voucher for CDD
236 #1 and forwarded an email stating that they were uncertain how to characterize it. He would
237 prepare and submit another cover document. In response to Ms. Viegas' question regarding the
238 status of the letter of understanding regarding the timing of the payment in one lump sum of the

239 assessment, Ms. Lord was still working on it. Mr. Miller asked Ms. Lord when she could get to
 240 it. She stated she would try to do it today.

241 **B. District Manager**

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

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

244 **C. Operations Manager**

245 Mrs. Adams highlighted the following items:

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

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

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

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

266

267 **NINTH ORDER OF BUSINESS**

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

268

269

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

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

276

277 **TENTH ORDER OF BUSINESS**

Supervisors' Requests

278

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

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

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

305 **ELEVENTH ORDER OF BUSINESS** **Adjournment**

306

307 There being no further business to discuss, the meeting recessed and was continued to

308 December 14, 2017.

309

310

On MOTION by Ms. DiNardo and seconded by Mr. Mayer, with all in favor, the meeting recessed and was continued to December 14, 2017, immediately following the CDD #1 meeting, commencing at 2:30 p.m., at the 19th Hole Meeting Room.

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DRAFT

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

DRAFT

Fiddler's Creek CDD#2 Public Meeting
December 14, 2017

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

MINUTES OF THE PUBLIC MEETING

Held on December 14, 2017

3:45 p.m. to 4:36 p.m.

Fiddler's Creek Club and Spa

3470 Club Center Boulevard

Naples, Florida 34114

MEMBERS PRESENT: Elliot Miller, Chairman
 Vicky DiNardo, Supervisor
 Bill Klug, Supervisor
 Linda Viegas, Supervisor
 Rick Reyes, Special Counsel

Also Present: Robert Dieckmann
 Valerie Lord
 Mike Herrera, Q. Grady Minor
 Terry Cole, Hole Montes

Stenographically Reported By:

Terri L. Lewis

U.S. Legal Support, Inc.

1 CHAIRMAN MILLER: It's 3:45, and we're all
2 set.

3 Now, before we start our executive session, we
4 have an open session. Do we have any business
5 remaining for the open session? Anybody want to
6 deal with anything?

7 (No response.)

8 CHAIRMAN MILLER: Good. Executive session
9 time, folks.

10 Did you want to say something, Terry?

11 MR. COLE: I thought you-all were going to
12 talk about the wall.

13 CHAIRMAN MILLER: Well, I thought we made a
14 decision about it last meeting, remember. You're
15 confusing us with CDD1.

16 MR. COLE: I'm sorry. I am confused.

17 SUPERVISOR VIEGAS: We decided to repair.

18 CHAIRMAN MILLER: Don't you remember? We made
19 a decision last time we were going to have the
20 so-called wood concrete repair and replace.

21 SUPERVISOR DiNARDO: And we had a contingency
22 of 20 percent.

23 CHAIRMAN MILLER: Yeah, right. And we
24 estimated 450,000 bucks. You were there, Terry.

25 MR. COLE: I was there, yes. I've just had

1 too many conversations.

2 SUPERVISOR VIEGAS: CDD1 hadn't made a
3 decision.

4 (A recess was had from 3:46 p.m to 4:35 p.m.)

5 CHAIRMAN MILLER: We're back in the public
6 meeting. Let's ignore the hoards of spectators.

7 Would anybody like to make the appropriate
8 motion to approve what we agreed to in the
9 executive session?

10 SUPERVISOR KLUG: So moved.

11 CHAIRMAN MILLER: Somebody want to second it?

12 SUPERVISOR DiNARDO: Second.

13 CHAIRMAN MILLER: All in favor?

14 SUPERVISOR DiNARDO: Aye.

15 SUPERVISOR KLUG: Aye.

16 CHAIRMAN MILLER: Aye.

17 SUPERVISOR VIEGAS: Aye.

18 CHAIRMAN MILLER: Unanimously passed.

19 MR. REYES: Okay.

20 CHAIRMAN MILLER: Anybody want to move to
21 adjourn?

22 SUPERVISOR DiNARDO: So moved.

23 CHAIRMAN MILLER: Anybody want to second?

24 SUPERVISOR KLUG: Second.

25 CHAIRMAN MILLER: Any objection?

1 (No response.)

2 CHAIRMAN MILLER: We're adjourned.

3 (Proceedings concluded at 4:36 p.m.)

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1 STATE OF FLORIDA

2 COUNTY OF COLLIER

3 I, Terri L. Lewis, Court Reporter and Notary
4 Public, do hereby certify that the foregoing proceedings
5 were taken before me at the date and place as stated in
6 the caption hereto on Page 1 hereof; that the foregoing
7 computer-assisted transcription, consisting of pages
8 numbered 2 through 4, inclusive, is a true record of my
9 Stenograph notes taken at said proceedings.

10 Dated this 27th day of December 2017.

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TERRI L. LEWIS, Court Reporter
Notary Public, State of Florida
Commission No: GG 097505
Commission Expires: August 23, 2021

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<p style="text-align: center;">3</p> <p>3:46 3:4</p> <hr/> <p style="text-align: center;">4</p> <p>4:35 3:4 4:36 4:3</p> <hr/> <p style="text-align: center;">A</p> <p>adjourn 3:21 adjourned 4:2 agreed 3:8 All 3:13 Any 3:25 anybody 3:7, 20,23 appropriate 3:7 approve 3:8 at 4:3 Aye 3:14,15, 16,17</p> <hr/> <p style="text-align: center;">B</p> <p>back 3:5</p> <hr/> <p style="text-align: center;">C</p> <p>CDD1 3:2 CHAIRMAN 3:5, 11,13,16,18, 20,23,25 4:2 concluded 4:3 conversations 3:1</p> <hr/> <p style="text-align: center;">D</p> <p>decision 3:3 Dinardo 3:12, 14,22</p>	<p style="text-align: center;">E</p> <p>executive 3:9</p> <hr/> <p style="text-align: center;">F</p> <p>favor 3:13 from 3:4</p> <hr/> <p style="text-align: center;">H</p> <p>had 3:4 hadn't 3:2 hoards 3:6</p> <hr/> <p style="text-align: center;">I</p> <p>ignore 3:6 in 3:5,8,13 it 3:11</p> <hr/> <p style="text-align: center;">K</p> <p>KLUG 3:10,15, 24</p> <hr/> <p style="text-align: center;">L</p> <p>Let's 3:6 like 3:7</p> <hr/> <p style="text-align: center;">M</p> <p>made 3:2 make 3:7 many 3:1 meeting 3:6 MILLER 3:5, 11,13,16,18, 20,23,25 4:2 motion 3:8 move 3:20 moved 3:10,22</p>	<p>MR 3:19</p> <hr/> <p style="text-align: center;">N</p> <p>no 4:1</p> <hr/> <p style="text-align: center;">O</p> <p>objection 3:25 of 3:6 Okay 3:19</p> <hr/> <p style="text-align: center;">P</p> <p>p.m 3:4 p.m. 3:4 4:3 passed 3:18 proceedings 4:3 public 3:5</p> <hr/> <p style="text-align: center;">R</p> <p>recess 3:4 response 4:1 REYES 3:19</p> <hr/> <p style="text-align: center;">S</p> <p>second 3:11, 12,23,24 session 3:9 So 3:10,22 Somebody 3:11 spectators 3:6 SUPERVISOR 3:2,10,12,14, 15,17,22,24</p> <hr/> <p style="text-align: center;">T</p> <p>to 3:4,7,8, 11,20,23</p>	<p>too 3:1</p> <hr/> <p style="text-align: center;">U</p> <p>Unanimously 3:18</p> <hr/> <p style="text-align: center;">V</p> <p>VIEGAS 3:2,17</p> <hr/> <p style="text-align: center;">W</p> <p>want 3:11,20, 23 was 3:4 we 3:8 We're 3:5 4:2 what 3:8 Would 3:7</p>
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