

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

A Continued Meeting of the Board of Supervisors of the Fiddler's Creek Community Development District #2 was held on Monday, June 11, 2018 at 2:00 p.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present at the meeting were:

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

Also present were:

Chuck Adams	District Manager
Rick Reyes	Special Counsel
Court Reporter	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 2:00 p.m. All Supervisors were present, in person.

SECOND ORDER OF BUSINESS

Public Comments: Non-Agenda Items

There being no public comments, the next item followed.

THIRD ORDER OF BUSINESS

Announce Executive Session/Continued Meeting Recess

Mr. Adams stated that the primary purpose for today's Continued Meeting was to hold an Executive Session, as requested by Special Counsel, at the last meeting.

Mr. Adams recessed the Public Session at 2:01 p.m., and turned over the transcription to the court reporter.

FOURTH ORDER OF BUSINESS

Commencement of Executive Session

The Executive Session convened at approximately 2:01 p.m.

FIFTH ORDER OF BUSINESS

Termination of Executive Session

The Executive Session terminated at approximately 2:33 p.m.

SIXTH ORDER OF BUSINESS

Reconvene Continued Meeting

Mr. Adams reconvened the Continued Meeting at 2:33 p.m. All Supervisors were present, in person.

SEVENTH ORDER OF BUSINESS

Consideration of Any Actions Resulting from Executive Session

Mr. Adams asked for a motion to engage the expert discussed at the Executive Session.

On MOTION by Mr. Mayer and seconded by Ms. Viegas, with all in favor, engaging the expert discussed at the Executive Session, for the services discussed, was approved.

EIGHTH ORDER OF BUSINESS

Supervisors' Requests

Ms. Viegas raised an issue regarding the damages related to the trees that were missed by Waldrop. If they were included, the cost would have been included in the assessment which residents would have been able to claim with their insurance company. Ms. DiNardo stated and the price would have changed. Ms. Viegas asked Mr. Miller if it would be considered additional damages because people would have been able to be reimbursed for the assessment from their insurance company, if it was part of the special assessment. Now residents are going to have to pay out-of-pocket, through the CDD budget. She asked if that is an additional damage to the CDD residents. Mr. Miller stated only if the District has to assess individuals for it. Ms. Viegas stated she knows the District is not going to do another assessment. She is saying that, if Waldrop had done their job and this was part of the original assessment, residents would have been reimbursed under their insurance. Mr. Mayer stated but you would have only been

reimbursed up to \$2,000. Ms. Viegas stated that is only for condos. As a single-family homeowner, her assessment went against her All Other Peril (AOP) deductible, which was \$2,500, and she was reimbursed for anything above that. The new cost for the removal of the missed trees would have been part of the special assessment so she and other single family homeowners, or condo owners with a higher loss assessment coverage, would have been reimbursed. Mr. Miller stated that the District is not levying an additional assessment. Ms. Viegas stated if this would have been done correctly, it would have been part of the special hurricane assessment and people would have been reimbursed from their insurance. Mr. Miller asked how that is a damage to the CDD. Ms. Viegas stated it is a damage to the residents of the CDD that we represent. Mr. Miller stated it is not a class action. Ms. Viegas stated that she thought the CDD did represent the residents and that was one reason she became a Board Member. Mr. Miller stated that the CDD is a separate entity. Ms. DiNardo stated the CDD is not a legal entity and cannot represent the residents.

Ms. Viegas stated that the District paid the salary of Mr. Robert Dieckmann and Waldrop, through the assessments, and paid \$30,000 to the CDD's engineer to work for the District during the entire process. In response to a question, Ms. Viegas stated that she did not know where the trees are but, from what she was told, they are pretty evident; therefore, the District paid two other people in addition to Waldrop to represent its interests, as a CDD, and to find everything, but neither one found those trees. Ms. DiNardo stated that District Management was also involved. Mr. Adams clarified that District Management was told to stop, at a certain point so Management stopped; therefore, Management is out of the discussion. Mr. Klug stated it was a matter of what the scope of assignment was, in terms of what they were called upon to do. Ms. Viegas concurred and stated it was very gray in the contract, which states "complete assessment" and they should have done a complete assessment but clearly did not. Ms. DiNardo stated, if it is not specifically defined, it would be difficult to frame a litigation case. Ms. Viegas concurred. Ms. DiNardo mentioned looking at the cost, versus the situation. Ms. Viegas stated we do not know the cost yet. Ms. DiNardo questioned raising this and noted that no residents have raised this question or attended Board meetings and she believed the question was brought up by Ms. Viegas. Ms. Viegas stated that residents were not aware of it so they could not raise the question. Ms. DiNardo stated that Ms. Viegas was bringing up an issue that would be a class action lawsuit by the residents if they want to pursue it but it is not a CDD issue. Ms. Viegas

stated it is the matter of the CDD having to pay for it, one way or another, and how the CDD residents would be paying for it. Ms. Viegas added that the cost should have been part of the original special assessment if the people we paid had done their jobs.

Mr. Adams stated that the costs would come from the fund balance; he did not know the amount, but the question was whether it should have had to come out of the fund balance. Ms. DiNardo stated that is a question that the Board Members cannot answer; it must be approached as a legal matter which no one wants or go forward with it as is.

NINTH ORDER OF BUSINESS

Adjournment

There being nothing additional to discuss, the meeting adjourned.

**On MOTION by Ms. DiNardo and seconded by Mr. Mayer,
with all in favor, the meeting adjourned at 2:38 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair