

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

The Board of Supervisors of the Fiddler's Creek Community Development District #2 held a Regular Meeting on October 24, 2018 at 10:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present at the meeting were:

Elliot Miller	Chair
Victoria DiNardo	Vice Chair
Bill Klug	Assistant Secretary
Linda Viegas	Assistant Secretary
John Nuzzo	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant Regional Manager
Jason Olson	Assistant Regional Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Carrie Robinson (via telephone)	Special Counsel
Ron Albeit	The Foundation
Tony DiNardo	Developer
Valerie Lord	Developer Counsel
Robert Dieckmann	Project Manager
Marie Puckett	Fiddler's Creek Security
Michael Laurence	Resident
Karen Brannon	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

Public Comments: Non-Agenda Items

Mr. Miller asked if there were any public comment cards. Two were submitted.

Mr. Michael Laurence, a Millbrook resident, stated that, at the May, 2018 meeting, he reported a missing street light on Aviamar, across from his house that was knocked down by Pulte, and asked why it was not replaced. He felt that the missing street light posed a safety

issue and suggested replacing it with one of the many street lights in the community that were not yet energized. Mr. Cole stated that Pulte indicated that they have a picture showing a trash truck that was picking up a dumpster knocking over the street light by Lennar's construction; he does not have the picture but will follow up. Mr. Miller asked Mr. Cole if he was told by Pulte that it was a Lennar issue. Mr. Klug suggested replacing the street light and then determining who will reimburse the District, after the fact. Mrs. Adams stated she will order the street light. Mr. Miller asked Mr. Laurence why he thinks Pulte knocked the light down. Mr. Laurence stated that Lennar did not have any dumpsters where the light is missing; rather, Pulte was working on the park area on the corner, which is when he saw Pulte knock it down. Mr. Miller stated, if Pulte does not supply the picture, then the District should bill them and Mr. Pires could send a demand letter. Mr. DiNardo stated that he will have The Foundation send the letter because he believes Pulte will pay more attention to The Foundation than the District.

Regarding the location of a street light Mr. Laurence claimed it was taken down by Pulte when they were building homes on Amaranda Court, Mr. DiNardo stated that The Foundation can determine if the light existed; by the end of November, every street light will have a GPS tag. Ms. Viegas recalled discussion where Mr. Adams stated Pulte moved some lights due to replatting. Mr. Adams replied affirmatively.

Ms. Karen Brannon, a Marengo resident, stated that she was impressed by the work that has been done in the community, since the hurricane, and was surprised that something was done with landscaping at the entrance to Aviamar; however, was disappointed with what she saw. She asked about the decision-making process regarding the plants, who had input, etc. Mr. Miller explained the entire process of the Restoration Plan, following the hurricane, and everyone that was involved. Ms. Brannon questioned why the Aviamar fountain landscaping area and the area in front of the fountain was not as colorful or as nice as Oyster Harbor across the street. She again asked how the planting decisions were made, who was involved and who had input. Mr. Miller stated that there was community-wide input. Mr. DiNardo stated the Oyster Harbor plants had growth of four years and time is needed for the new Aviamar plantings to take root; bare spots must be given time to fill in. Mr. Miller noted that plantings around the Veneta fountain at first looked dead but now, with time, they have grown and look great. Mr. Dieckmann noted that Aviamar is one of the most recent areas planted, so it needs time.

Ms. Robinson stated the depositions will continue through October and November; the discovery cutoff date is currently December 14th. Mr. Miller asked when the deposition of Mr. Scott Strodthoff, of U.S. Bank, would take place. Ms. Robinson replied November 16th. Mr. Miller stated that it is imperative that Mr. Reyes attend the deposition. Ms. Robinson stated that Mr. Reyes' attendance at the November 16th deposition should not present an issue; however, Mr. Reyes shattered his kneecap and will have surgery on October 31st, so his attendance is somewhat dependent upon his surgery. Mr. Reyes will attend the hearing on Monday on the motion to bifurcate. Mr. Reyes is expected to be mobile 10 to 14 days after the surgery. Due to this, Dr. Hank Fishkind's deposition, originally scheduled for October 31st, was rescheduled and Ms. Robinson will cover other depositions, in the interim.

Ms. Robinson stated that the hearing on Monday is on U.S. Bank's motion to bifurcate the trial to separate the CDD #2 trial from the CDD #1 trial. Her firm filed a lengthy, comprehensive response in opposition.

Discussion ensued about the change in judges, the new judge's upcoming retirement on December 31st and the next judge that will be assigned. Mr. Miller asked about the pretrial order for non-binding arbitration that was ordered. Ms. Robinson stated that this is now a perfunctory order that is issued in every case where a trial in excess of five days is requested. Mr. Miller stated that the District wants mediation, not arbitration, and asked if that would be dealt with before the current judge. Ms. Robinson said the attorneys discussed it and are waiting for the Monday hearing to see what happens regarding the bifurcation. If the judge rules denying the bifurcation, the request for mediation will be made but, if the case is bifurcated, then the motion for mediation will likely not be needed.

Mr. Miller asked about the interpleader case. Ms. Robinson stated that there was nothing to report, since last month.

Mr. Klug asked for the distinction between non-binding arbitration and mediation. Mr. Miller stated the difference is witnesses; in mediation, both sides present before a mediator.

Ms. Robinson left the meeting.

Mr. Cole distributed an update on Hurricane Irma restoration and noted the following:

- CDD #2 landscape work, in the CDD's portion, was substantially complete and an inspection was performed; punch list items remained.
- The HOAs should be completed in November.
- Street light and signage repairs were substantially complete, with a few punch list items remaining.
- A section of repair work on the fence, adjacent to the weir, must be inspected.

Mr. Klug stated that some trees look like they will not survive and asked how that would be handled, with regard to the warranty, if they die. Mr. Dieckmann stated trees planted by Juniper have a one-year warranty; if they die, he will have Juniper replace them, if necessary. Ms. Viegas asked if the Aviamar irrigation issues that she emailed about, and sent pictures of dying bushes, was addressed; Juniper had claimed that GulfScapes was shutting off irrigation for the new plantings so they were not receiving enough water. Mrs. Adams stated that GulfScapes is now claiming that Juniper is doing the same thing; both landscapers got together and the irrigation issues were being resolved.

Mr. Cole continued his report:

- Attempting to obtain proposals for sidewalk and curb repairs in multiple areas throughout the CDD. Some areas need to be remarked due to pressure washing.

Ms. DiNardo mentioned that some areas were not marked but need repairs, such as an area just before Lagomar, before Campanile. Ms. Viegas noted a curb issue on Sandpiper that she sent photos of months ago; it was not marked but areas on either side of it were marked. Mr. Cole will make sure both areas are included in the repairs.

- Re-inspected Millbrook with Lennar, where the paver block repairs were made; everything was completed except for two minor punch list items.
- Valley gutter repairs in Millbrook were completed by Lennar and the sidewalk repairs should be completed soon.
- Followed up on the dip in the sidewalk on Museo Circle that Mr. Klug brought up at the last meeting and it must be determined if it is an irrigation pipe issue. A yard drain could be installed to eliminate the pooling of water.

Mr. Cole distributed a pay draw for approximately \$1,200, related to the Series 2005 bond, for engineering work done by GradyMinor for final acceptance of different projects. One project was the wall on the north side of Sandpiper discussed earlier.

▪ **Developer's Report/Update**

This item, previously the Fourth Order of Business, was presented out of order.

Mr. DiNardo reported the following:

- The construction road between Fiddler's Creek Parkway and Veneta will be dismantled in the next two weeks. The land is owned by Taylor Morrison and they will be constructing homes in that area.
- The Sandpiper wall project was submitted for permitting. Once the permit is received, construction of the continuation of the wall down Sandpiper would commence.
- The terms of the Publix lease were done and the Publix contract lease should be executed by the end of the month. Once done, signage will be put on the site and, in January, the design and planning phase will start. Work on Sandpiper will begin in the second and third quarters of 2019.

Mr. Miller asked why Mr. DiNardo is doing the work, rather than Publix et al. Mr. DiNardo said he wants to do it, since he still owns the land. Mr. Miller asked about what Publix is looking for in terms of homes. Mr. DiNardo said Publix wants 1,000 homes to be constructed in a five-mile radius for them to start.

- The Foundation is studying taking the safety patrols away from the Districts and putting them into The Foundation because changes in tax laws make it no longer beneficial for it to not be with The Foundation.
- The gatehouses need improvement. The Foundation will pay for it out of the Delta account, rather than the Districts, if they take the safety patrols back.

Mr. Miller asked Mr. DiNardo to explain the Delta account to the audience. Mr. DiNardo stated that the Delta account is funded by the difference between what the original homeowners paid to The Foundation, versus the \$15,000 Capital Acquisition Fee that is charged now when the original owner sells the home. The original owner only gets back what he/she paid The Foundation at the time. He discussed items that were funded by the Delta account.

Mr. DiNardo stated the gatehouses will look like the corporate buildings out front, on 951, and what the Club will look like when it is painted. There will be a study and an architect involved to review and design the gatehouses. It will be presented to the CDD #1 and CDD #2

Boards. Ms. Viegas asked Mr. DiNardo if the District's budget would be reduced, if The Foundation takes back patrols. Mr. DiNardo replied affirmatively and discussion ensued about how much is charged to put the CDD assessments on the tax bills, which would be reduced, because The Foundation would include the cost in its quarterly fee.

Ms. Viegas asked Mr. DiNardo if the construction of the Sandpiper wall would start at US41 and continue along Sandpiper, towards the current gatehouse. Mr. DiNardo replied affirmatively.

Mr. DiNardo stated he wanted to address the Creative Lane trimming proposals. There is money in the Restoration Fund to clean up the staging areas that were used for this project. As a part of their contract, Juniper has an obligation to clean up the staging areas along Creative Lane. He proposed that the trimming that needs to be done on Creative Lane and the extension area of Fiddler's Creek Parkway can be done by Juniper at a better cost than the two proposals in the agenda book. He recommended the Board wait until after this clean up phase before approving any proposals. The Board agreed.

▪ **Update: Cranberry Crossing/Oyster Harbor Canal Bank Dedications**

This item, previously part of Item 13A, was presented out of order.

Mr. DiNardo showed a diagram noting the canal between Cranberry Crossing and Oyster Harbor, which was built with CDD #1 bond funds. The Developer wanted to control title of the canal in case modifications were needed, but there are Maintenance Agreements for maintenance. The intent was for a certain half to be maintained by CDD #2 and the other half maintained by CDD #1. The canal has been in place for 20 years and there have been no bank erosion issues. He believed it would be fair for both CDDs to be responsible for the canal, with each CDD taking care of one side so, if there is any erosion issues, the specific CDD responsible for that side would be responsible. Mr. Miller suggested having CDD #1 be responsible for all of it, with CDD #2 paying CDD #1 for the Oyster Harbor side, since, as discussed at the last meeting, CDD #1 has been doing it all along. Mrs. Adams stated SOLitude is the lake maintenance company that performs the maintenance. Discussion ensued. Mr. Pires believed that CDD #1 does not maintain the vegetation on the east side, next to Oyster Harbor. Mrs. Adams concurred. Mr. Pires stated that CDD #2 has the open space tracts in Oyster Harbor, which is why the concept was that CDD #2 would maintain the vegetation, because CDD #2 already has access to the open space to maintain it and CDD #1 does no maintenance activities on the vegetation on that side.

Mr. Pires stated that CDD #1 approved the draft Interlocal Agreement; CDD #1 would still address lake bank erosion and CDD #2 would just maintain the shoreline vegetation on the east side.

Mr. DiNardo stated that he will make a presentation to the CDD #1 and CDD #2 Boards, at their respective November 14th meetings. He will outline a number of major transactions that will be happening in the community. He has to wait until after October 31st for agreements to be in place.

SIXTH ORDER OF BUSINESS**Consideration of Revised Post Orders**

Mr. Klug recalled that he raised an issue at the last meeting about Item 1, on Page 4, which refers to a contract that he requested, but he only received an amendment that expired November, 2013. The minutes of the last meeting stated, "Following the last meeting, he received copies of all documentation relating to the contract; the first amendment to the contract created an affirmative obligation on the CDD to renew and it does not automatically renew." Mr. Klug read from the amendment "Thereafter, the District shall have the right and option to renew the contract each year thereafter by providing notice of its intention to renew the contract not less than 30 days prior to the next succeeding contract anniversary date." He believes the CDD has to provide notice to renew and questioned if the District had given notice. Mr. Adams stated that Management has sent the annual renewals and apologized for the confusion in the terminology; the renewals really just reflect the adjusted payroll expense that the District is expected to pay to The Foundation. He recalled that Mr. Albeit provides updated payroll numbers for the upcoming fiscal year, which are added into the budget. The major part of the renewal is a reflection of the adjustment in the payroll amounts that the District is obligating itself to. Mr. Miller stated that Mr. Klug's question was whether the District actually goes through the written procedure to renew the contract, in the 30-day time frame. Mr. Adams replied affirmatively that he sends the renewal notice on behalf of the District. Mr. Klug questioned if it was okay for Mr. Adams to renew the contract, annually, without input from the Board. Mr. Pires stated that, when the Board approves the budget, part of it is Access Control/Security, which is based on the rates for that year; however, in the future when adopting the budget, it might be good to include recognition that the renewal notice is being sent.

Mr. Miller asked Ms. Viegas if she had any additional changes. Ms. Viegas stated that she met with Ms. Puckett, prior to the meeting, and gave her a list of final corrections that were needed. Mrs. Adams noted that CDD #1 also asked for email addresses to be added to the Security staff members listed in the Post Orders and for Page 1 to reflect today's date.

- **Broken Irrigation Response List**

Mr. Miller referred to the Broken Irrigation Response List, in the Post Orders, and stated that much of that information in the Post Orders needs to be reviewed, such as correcting the name of the Menaggio landscaper, which is GulfScapes. Mr. Klug noted that Varenna will be changing their landscaper and asked how Ms. Puckett would keep the list updated. Ms. Puckett stated that someone must tell her when the landscaper changes in each village. Each HOA Board should be responsible to let her know.

- **Oyster Harbor Partial Redemption and Consideration of Agreement By and Between the Fiddler's Creek CDD#2 and Taylor Morrison Regarding the Direct Collection of Special Assessments for Fiscal Year 2018-2019**

This item, previously the Tenth Order of Business, was presented out of order.

Mr. DiNardo stated the potential that the title of property currently owned by FC Oyster Harbor will be put in the name of Taylor Morrison. Currently FC Oyster Harbor is billed directly for its CDD #2 special assessments. Mr. DiNardo wants Taylor Morrison to be given the ability to have the same direct billing scenario. The Agreement will only be done if Taylor Morrison gets title to the property currently owned by FC Oyster Harbor, which will be known on October 31st. Mr. Miller asked why the Agreement is only for one year and what happens if there are unsold properties after the one year. Mr. DiNardo said Taylor Morrison only requested one year and would come back to the District, if they need more time or they might, potentially, want to take the land and the debt out of the District; Taylor Morrison must develop a plan and then give a presentation. Mr. Miller asked why the Agreement did not have a renewal option and if Taylor Morrison would have any objection to it. Mr. DiNardo replied no but, with the one-year time frame, the Landowner must tell its plans to the Board. Mr. Miller asked that this be added to the Agreement. Mr. DiNardo cautioned against making the Agreement more complicated than it needs to be; all that Taylor Morrison is asking for is one year. Mr. Miller expressed his objection to the provision, in the last sentence of Paragraph 2, in the Agreement, which states that, in the event the District must enforce its rights against Taylor Morrison, the District Manager and District Counsel could make a decision without authorization by the Board;

basically meaning that a foreclosure proceeding could be started by Mr. Adams and Mr. Pires, without the Board's approval. Mr. Adams explained the form used was from another District with a Developer-controlled Board but that is not the case, in this instance. It was agreed that the entire sentence would be taken out.

Mr. Pires recommended approving the Agreement in substantial form, in case comments are received from Taylor Morrison.

There was discussion about the November payment. Mr. DiNardo stated the November payment has been made. As the current Landowner, Mr. DiNardo will transfer the payment to the Trustee on Monday, meaning all the interest is paid, as of October 31st. Mr. Pires noted that Ms. Alice Carlson, of AJC Associates, Inc., recommended this Agreement.

Mr. Miller stated that it is important to remove the sentence because, in the litigation against U.S. Bank, U.S. Bank constantly asserts that the Developer controls the CDD #2 Board, despite his testimony that it does not; therefore, he does not want anything in any agreements that could be interpreted by U.S. Bank to mean that the Developer controls the CDD #2 Board.

Mr. DiNardo recommended adding a renewal option, since the Agreement is being amended. The Board agreed. Mr. Adams suggested it be stated that, by July of each year, the request for extension should be made by Taylor Morrison. Mr. Pires suggested approving the Agreement with the changes noted, as well as the scrivener's errors found by Ms. Viegas, and for the Chair to approve any other changes from Taylor Morrison, and for the Chair to execute the final, revised Agreement, so it would be ready to execute on October 31st.

On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, the Oyster Harbor Partial Redemption and Agreement By and Between the Fiddler's Creek CDD #2 and Taylor Morrison Regarding the Direct Collection of Special Assessments for Fiscal Year 2018-2019, in substantial form and amended, as discussed, and including correction of scrivener's errors, and authorizing the Chair to approve other changes from Taylor Morrison and execute the final Agreement, were approved.

- **Property Management Company Contact List**

Mr. Miller asked if there were any comments on the Property Management Company Contact List, other than the ones discussed. Mr. Adams stated that these would always be changing.

- **Discussion: Street Light Brightness Concerns**

This item, previously the Eighth Order of Business, was presented out of order.

Mrs. Adams stated that some residents like the lights bright, while others feel they are too bright.

Mr. Miller stated he received a letter from a CDD #2 resident saying he could not sleep because of the brightness of the street lights and asking if some street lights could be dimmed. He suggested to the resident that he attend a meeting to explain his issue. The resident asked if some street lights could be dimmed and others not, specifically, main streets could be bright and cul-de-sacs could be dim. The resident could not attend the meeting because he would not be in town. Ms. DiNardo stated it was an older community in CDD #2 and no one had ever complained before. Mr. Adams noted that the street light is over 545’ away from the resident’s home. Discussion ensued about safety concerns of dimming lights, how far away the resident's home is from the light, alternatives that the resident could implement to alleviate the brightness, such as plantation shutters, black out screens, etc.

On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, keeping the brightness level of the street lights, as is, was approved.

SEVENTH ORDER OF BUSINESS

Discussion/Consideration of Bentley Electric LED Street Light Conversion Proposal

A \$61,480 proposal from Bentley Electric to retrofit all street lights and replace the bulbs with LED bulbs was included in the agenda. Ms. Viegas asked if this was included in the Fiscal Year 2019 budget. Mr. Adams said no but Fiscal Year 2019 budget funds could be repurposed for this, or it could be budgeted for Fiscal Year 2020. The Board consensus was to table this until the Fiscal Year 2020 budget discussions, and consider it then. Mr. Adams would ask for a return on investment (ROI) analysis.

EIGHTH ORDER OF BUSINESS

Discussion: Street Light Brightness Concerns

This item was discussed prior to the Seventh Order of Business.

NINTH ORDER OF BUSINESS

Consideration of Proposals for Street Light and Street Sign Refurbishment

- A. Florida Painters
- B. Lykins Signtek

Mrs. Adams stated that proposals were received from Florida Painters and Lykins Signtek (Lykins). Both were asked to provide proposals that split the work into three phases. The proposal prices were \$57,000 from Florida Painters and \$101,796 from Lykins.

Mr. Miller noted the District was familiar with Lykins and asked where Florida Painters came from. Mrs. Adams stated that Florida Painters was used for years for pressure washing before the Foundation took it over, and they have been painting the poles in CDD #1.

Mr. Miller thought the primary issue with Lykins was that they were not timely. Ms. Viegas noted that Lykins' price is much higher than the Florida Painters proposed price which is troublesome since Lykins does so much work for the District.

On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the Florida Painters proposal for street light and street sign refurbishment, in a not-to-exceed amount of \$57,000 for all three phases, was approved.

Ms. Viegas asked if the total project was included in the Fiscal Year 2019 budget or if it was going to be completed in phases. Mrs. Adams replied that the three phases would be completed now, for continuity, and then it would be done in a three to four year rotation.

Mr. Miller asked if Lykins understands that the District is impatient with their lack of timeliness. Mrs. Adams replied affirmatively. Mr. Miller recommended that Mrs. Adams advise them that their lack of diligence will be reflected in award of future contracts. Mrs. Adams concurred. She noted that neither proposal includes the lights replaced after the hurricane, as they were installed this year and are brand new.

TENTH ORDER OF BUSINESS

Oyster Harbor Partial Redemption and Consideration of Agreement By and Between the Fiddler's Creek CDD #2 and Taylor Morrison Regarding the Direct Collection of Special Assessments for Fiscal Year 2018-2019

This item was presented during the Sixth Order of Business.

Mr. Adams presented the Unaudited Financial Statements as of September 30, 2018.

Mr. Miller noted that the 2003 bond statement still does not have the footnote he has been requesting, for many meetings. He stated it is imperative and urgent that it be added and the meeting minutes from the last meeting reflected that it would be done. It is urgent that the footnote contain the statement that the balance does not take into account that the District has been making payments to the Trustee and the former Trustee of amounts which have not been paid by the Trustee and the former Trustee to the bondholders, and that the District views that as an important omission. It is important because the lack of it may end up being used as evidence in the interpleader litigation, which is why he wants to make sure the notation is on the record, as he did last month when it still was not on the Unaudited Financials. Mr. Miller implored Mr. Adams to have it added to all statements regarding the Series 2003 bonds. Mr. Adams stated he will speak to Mr. Jeff Pinder, the Controller, again to make sure the footnote is added. Mr. Adams said it was added to the audit.

Ms. Viegas asked if the high legal litigation expense, of \$35,983, was due to the depositions. Mr. Adams stated it was CDD #2's portion of the fee charged by an expert witness for his deposition.

Ms. Viegas asked if the fountains charge of, \$65,575, was for the Aviamar fountain. Mrs. Adams stated that a lot of the expense was for the LED lighting upgrade; Management took the opportunity to use unused budget funds from other line items to proceed with this project. Mrs. Adams noted there could be a high expense next month, as well, due to motors on the Aviamar and Veneta fountains, and the wind sensor on Aviamar. Ms. DiNardo asked if the fountains have been on longer. Mrs. Adams replied affirmatively; the timers were changed for them to be on until midnight.

Ms. Viegas asked why the street lighting contractual services charge, of \$15,669, was higher than usual. Mrs. Adams was unsure but speculated that it was related to repairs.

Ms. Viegas referred to the landscaping contingencies charge, of \$46,985, and noted that it brings that line item to 993% and asked what it covered. Mrs. Adams would find out. Mr. Adams stated that there is a habit of coding things to a contingency line item when unsure where to code them.

Ms. Viegas asked why nothing was charged to access control contractual services. As this is the end of the fiscal year, she wanted to make sure, if it is a matter of timing, it gets charged to the correct fiscal year. Mrs. Adams will check.

TWELFTH ORDER OF BUSINESS

**Consideration of September 26, 2018
Regular Meeting Minutes**

Mr. Adams presented the September 26, 2018 Regular Meeting Minutes and asked for any additions, deletions or corrections.

The following changes were made:

Line 147: Insert "have someone" after "would"

Line 211: Change "a bondholder" to "when Counsel for a bond closing"

On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor, the September 26, 2018 Regular Meeting Minutes, as amended, were approved.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *Woodward, Pires and Lombardo, P.A.*

- **Cranberry Crossing/Oyster Harbor Canal Bank Dedications**

Mr. Pires stated that this was related to the earlier conversation when Mr. DiNardo was in attendance. He apologized that the Board did not receive the Agreement until late yesterday. Mr. Pires recommended approval and stated that CDD #2's only obligation, under this Agreement is to maintain all shoreline vegetation on the Oyster Harbor side of the canal. Mr. Miller asked what CDD #1 is responsible for. Mr. Pires replied that CDD #1 will maintain the whole canal and lake bank erosion repairs, on both sides, including geotube, if necessary. Ms. Viegas asked who maintains the vegetation on the west side of the canal. Mrs. Adams stated the Cranberry Crossing HOA.

Mr. Klug asked if this was approved by CDD #1. Mr. Adams replied affirmatively.

Mr. Pires recommended approval, in substantial form, to include correction of scrivener's errors to be provided by Ms. Viegas after the meeting, and authorizing the Chair to execute the Agreement.

On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the Cranberry Crossing/Oyster Harbor Canal Bank Dedications, in substantial form and including correction of the scrivener's errors and formatting, and authorizing the Chair to execute the final documents, were approved.

B. District Manager: *Wrathell, Hunt and Associates, LLC*

i. NEXT MEETING DATE: November 14, 2018 at 10:00 A.M.

The next meeting will be held on November 14, 2018 at 10:00 a.m.

C. Operations Manager: *Wrathell, Hunt and Associates, LLC*

Mrs. Adams stated the Board received her Report, in advance. She highlighted the following:

➤ The Creative Lane trimming proposals in the agenda should be ignored. Staff will be working with Mr. DiNardo on that project. Juniper may be doing it, as stated earlier in the meeting.

➤ Street sign insert replacement project contract with Lykins was executed.

Ms. Viegas asked if Florida Painters could do them, since their proposal for the other project was so much lower than Lykins. Mrs. Adams stated that Florida Painters do not do signage.

➤ Irrigation Design Group should attend and make a presentation at the next meeting.

➤ Since the suspension of patrol details on March 28th, due to the Parkland shooting, the Collier County Sheriff's Office (CCSO) has been providing Fiddler's Creek with traffic enforcement and suspicious details. Over the past six months they had 161 traffic details within the community and 47 traffic stops. Even though they are no longer under contract with the District, CCSO assured her of their presence in the community.

Mrs. Adams stated that it would be at least five years before CCSO could go into a contract again because, since the shootings, their resources are being directed to the schools. Mr. Miller asked if the District was paying CCSO for their patrols. Mrs. Adams replied no, except through our taxes.

Ms. Viegas asked about the Aviamar bench that is still broken. Mrs. Adams stated that Lykins initially said they could not fix it but she just received a proposal from them saying they will try to fix it; if it cannot be fixed, it will need to be replaced and, if it is replaced, the other ones should probably be replaced, as well, so that they match. Discussion ensued regarding

whether the benches had to match. Mrs. Adams will send the proposal for the repair to the Board.

Ms. Viegas asked for an update on Mrs. Adams' report about rust stains on the roads and the cleaner she gave to Mr. Albeit. Ms. Viegas asked if the rust stains would be cleaned soon. Mr. Albeit said it was an ongoing process to clean the sidewalks and curbs, but the stains come right back after being cleaned, due to the water. Mrs. Adams recalled that she asked SOLitude for proposals to install aeration systems at the two lakes in the vicinity where the pumps pull the water, to see if the decomposition in the lakes can be cleaned up, as that is what is causing the stains. Ms. Viegas noted that the rust stains on Sandpiper had not been cleaned at all yet. Ms. Viegas asked if the Millbrook sidewalks could be pressure washed, now that Lennar had almost completed the sidewalk paver repairs. Ms. Puckett made note of both areas.

FOURTEENTH ORDER OF BUSINESS**Supervisors' Requests**

District Counsel's update resumed.

Mr. Pires reported the following:

- The Encroachment Agreement discussed at the last meeting, related to the homeowner who installed a generator on CDD property next to his home, was recorded.
- Yesterday, the Board of County Commissioners voted to continue the discussion of the storm water utility to November 13th, after the election. A summary statement from County staff members was sent to the CDD Board, in preparation for today's meeting.

Mr. Miller stated that he wants Mr. Pires to officially be on the commission being formed in relation to the storm water fee, and asked who is responsible for appointing the commission members. Mr. Pires stated that he did not know, as the summary was vague about that. This topic was discussed at the CDD #1 meeting. Mr. Pires discussed his prior experience serving on committees and he would be willing to serve on the committee. Ms. Viegas read from the summary received, which stated that County staff will establish a citizen's steering committee. Discussion ensued. Mr. Pires will talk to the County staff members, as well as the Commissioners, about the committee.

Mr. Miller stated the November 13th meeting is important also because the Manatee Park affordable housing issue will come before the Board of County Commissioners. Mr. Miller reviewed the Manatee Park issue in detail and explained why the District should fight against it.

Mr. Miller stated that he asked Mr. Albeit to have a pre-meeting at Fiddler's Creek on November 12th. Mr. Albeit stated an e-blast will be sent. Residents will be transported, by bus, to the November 13th Commissioners meeting. Mr. Miller stated that he has a presentation prepared. Mr. Pires asked Mr. Miller to ask Commissioner Fiala to get a time certain for that topic, on the November 13th Commissioners meeting agenda. If there is not a time certain attendees could be there all day.

FIFTEENTH ORDER OF BUSINESS

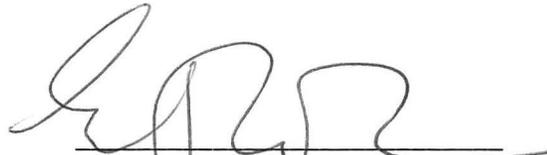
Adjournment

There being nothing further to discuss, the meeting adjourned at 11:43 a.m.

On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the meeting adjourned at 11:43 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE


Secretary/Assistant Secretary


Chair/Vice Chair