

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

The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Regular Meeting on November 14, 2018 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present at the meeting were:

Phil Brougham	Chair
Joseph Badessa	Assistant Secretary
Joseph Schmitt (via telephone)	Assistant Secretary
Robert Slater	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
Ron Albeit	General Manager – The Foundation
Carrie Robinson (via telephone)	Special Counsel
Marie Puckett	Fiddler’s Creek Security
Tony DiNardo	Developer
Chris O’Conner	AV TECH
Gary Brousell	Resident and Isla Del Sol Board Member
Jon Portnoff	Resident and Isla Del Sol Board Member
Shannon Benedetti	Resident
Judy Tibbs	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 8:02 a.m. Supervisors Brougham, Badessa and Slater were present, in person. Supervisor Schmitt was not present at roll call. One seat remained vacant.

SECOND ORDER OF BUSINESS

Public Comments: Non-Agenda Items (3 minutes per speaker)

Mr. Brougham noted Isla Del Sol Board Members who were in attendance and he wanted their requests and/or questions addressed. He previously circulated the questions to Mr. Cole.

➤ Mr. Gary Brousell, an Isla Del Sol Board Member, noted in his email to Mr. Brougham that Isla Del Sol spent approximately \$500,000 giving the community a face lift, which ultimately resulted in assessing the residents, and, since the entire project is almost complete, he wanted confirmation as to who is responsible for its maintenance, when it is done, how often, etc.

Mr. Schmitt joined the meeting at 8:06 a.m., via telephone. The Board consensus was to allow Mr. Schmitt's attendance and full participation, via telephone, due to exceptional circumstances.

Mr. Brougham read:

Question: Ascertain a clear and documented demarcation or boundary that defines Isla's responsibilities and CDD #1 boundaries and responsibilities, as applied to roads, signs, signage, landscaping improvements and landscaping maintenance.

Mr. Cole stated that he is the District Engineer. From researching various historical documents, he identified, on the map, where the District's responsibilities end and Isla Del Sol's begins. The District's original intent was for Isla Del Sol to install and maintain the paver block work but the work was completed before the Licensing Agreement was executed and the area still needed a crosswalk added, either by painting the paver blocks or adding pavers. Mr. Brousell stated his concern about this being a required project and that communication failed between the CDD, Isla Del Sol, and the Engineers and, now, it was not included in the original scope of service and there are no funds available to complete it. He preferred not to fix the issue with paint and asked who was now financially responsible to resolve the issue.

Mr. Brougham provided a timeline of various discussions that were held prior to the project commencing, beginning with when Mr. Marcos notified the District of the project about five months before the work was to be performed; at that time, the District informed Mr. Marcos that he must obtain, a Licensing Agreement, through his attorney, before any work was to be performed on CDD property. The Licensing Agreement was not initially obtained and the area was torn up before the Agreement was eventually executed. Mr. Brougham believed Isla Del Sol's Attorney or Engineer was responsible in complying with Mr. Pires' request for a Licensing Agreement. County regulations required the crosswalk but not from the District and, because there was a pre-existing crosswalk, GradyMinor should have been aware of that requirement. Mr. Brousell stated he appreciated receiving this information, as someone needs to be held responsible for paying the expense, since Isla Del Sol was not prepared to do so.

Mr. Brougham stated "the pavers being in position, or the lack of a cross walk, or the expense associated, does not lie at this table". He suggested that Mr. Brousell go back to his engineering company to make it right, as their Engineer most assuredly should have known the County required there to be a crosswalk. Mr. Brousell stated he would have this taken care of.

Mr. Cole was directed to stake the areas noting where the District and its responsibilities end, regarding the entrance way relating to signage, landscaping, etc., and where Isla Del Sol's begins. Mr. Pires was directed to retrieve and highlight the areas in question on the Property Appraiser's website. In response to a request, Mr. Pires was directed to prepare a Licensing Agreement to Isla Del Sol to add the crosswalk and cite the County's regulations in a letter. Mr. Slater felt that, because of the lack of communication between parties, the easiest way to rectify the situation was to place the striping on top of the pavers, as was previously done; however, it will require approval from Design Review Committee (DRC). Mr. Brousell stated Isla Del Sol will make the decision of how to rectify the situation.

Mr. Cole noted the location of the District's boundaries, pertaining to signage, landscaping, etc., via the Property Appraiser's website, and where Isla Del Sol's begins. It was noted the District is responsible for maintaining the landscaping in front of the monuments. In response to a comment about the lack of landscape maintenance in front of the monuments, Mrs. Adams stated mulch was installed in October and, it being wet season, a light dusting is scheduled. It was noted that Mr. Brougham or Mrs. Adams should be contacted if there are any issues.

Mr. Brougham stated Mr. Marcos was also informed that certain procedures were to be followed, if they decided to renovate the landscaping in front of the monuments. Isla Del Sol will incur the expenses, engaging a Landscape Architect to develop a plan, using the DRC's approved palette and plants, submit a request for approval to the DRC and, once approved, complete the project. In turn, the District will begin maintaining those new plants. Discussion ensued regarding whether any upcoming plant installation should be delayed until Isla Del Sol decides whether the pavers will be removed or painted, whether the County had time constraints associated with completing the crosswalk and whether the County performed a final inspection indicating any defects. Mr. Cole noted the situation should be remedied sooner, rather than later. Mr. Brousell would see if the contractor can add the crosswalk to their remaining punch list items and noted all projects will be completed within 30 days. Mr. Adams reiterated that the Licensing Agreement contains a specific paragraph requiring

compliance with all governmental regulations, permits, etc., and the District has a hold-harmless indemnification, with regard to liability.

Question: Clear understanding of the paving project.

Mr. Brougham stated that the question was whether the District can reimburse Isla Del Sol if they mill and repave a portion of CDD property, in conjunction with their paving project. Mr. Adams deferred to District Counsel.

Mr. Brousell stated that a signage request would be made. He will submit graphic designs of "No Outlet" signs to the DRC for approval; the signs would be installed at the north gate, on Championship, which is District property. It was noted that a License Agreement was required. In response to a request, a copy of Isla Del Sol's paving project application will be forwarded to Mr. Pires.

THIRD ORDER OF BUSINESS**Special Counsel Update**

Ms. Robinson provided the following update:

At the October 29th hearing, the Judge being appointed in January agreed with the current Judge to rule in favor of U.S. Bank's motion to bifurcate the CDD #1 and CDD #2 cases, on the basis that joining the two trials would be too complicated. The first trial involves claims against U.S. Bank and ITG and the second trial involves the claims of CDD #1 against U.S. Bank. CDD #2's trial will likely be heard first, since claim was filed first, and CDD #1's trial will follow. The current Judge kept the same trial dockets for both cases. The new Judge must decide whether to hold the trial back to back. The four-week trial docket is April 24, through May 24, 2019, so Special Counsel must prepare for trial. Depositions continue. Mr. Reyes is deposing Mr. Scott Strodthoff on Friday and two ITG personnel next week; however, those two do not impact the CDD #1 trial. Expert depositions will follow. Discovery cutoff date is in mid-December.

In response to Mr. Slater's question, Ms. Robinson, as for clarification, explained that Collier's County process of assigning multiple cases to a trial docket does not necessarily mean they will contact them for trial, as other processes are involved; however, due to the age of the cases, she expected both to be heard during this trial period. In response to a request, Ms. Robinson directed Mr. Brougham not to discuss communications between Mr. Miller and

others. Mr. Brougham directed Ms. Robinson to request an Executive Session for January, at the December meeting, to inform new Board Members about the details of the litigation.

Ms. Robinson left the meeting.

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

Mr. DiNardo stated the potential transaction that he mentioned at the last meeting went through on October 31st. The County approved rezoning and Taylor Morrison (TM) purchased the property. He identified the location of various properties on a map. TM plans to build 1,250 units, independent of Fiddler's Creek, which will be required to abide by the requirements of the DRI. Fiddler's Creek Community LLC plans to return and use the remaining unallocated property, to build approximately 1,900 units.

Mr. Brougham asked for the time frame for linear park. Mr. DiNardo stated he would mention it again at The Foundation's upcoming meeting. The Foundation is proposing an increase to the Capital Acquisition Fee, from \$15,000 to \$18,000, and the Capital Reserve Fee, from \$1,500 to \$2,000, to go into effect January 1, 2019; these two items have not changed for the last 13 years. He expects this increase and the sale of 330 units in Oyster Harbor by the end of 2019, to accelerate the Delta Account and, once sales reach 400 units, those funds will be used to start construction of the wellness center. Increased lot activity is expected in 2020 and 2021.

FIFTH ORDER OF BUSINESS**Engineer's Report: *Hole Montes, Inc.***

Mr. Cole stated that the Hurricane Irma Restoration Report that he distributed was similar to Mr. Dieckmann's report three weeks ago, with one exception. He reported the following:

➤ Inspections were completed of the vinyl fence along Mulberry and Hawk's Nest. Several punch list items remained and the contractor will be notified to make these corrections, once the materials arrive within the next few weeks.

Mr. Brougham stated that he preferred not to use funds for relocating the position of the lock bars for the gates, as he felt that the position was sufficient. Mr. Schmitt agreed. Mr. Cole stated that, for the gates at Mulberry and Hawk's Nest, PVC pipes will be installed in the ground to receive the lock bar. The lock combinations were given to the groundskeepers and

landscapers. A PVC pipe will also be installed for the gate at the other end of the property. Juniper added fill and plans to install sod to correct the elevation under that gate.

➤ Mr. Dieckmann will coordinate the completion of the street lights and signage remaining punch list items.

Mr. Cole continued the Hurricane Irma Restoration Report:

➤ A proposal for sidewalk repairs along Fiddler’s Creek Parkway was received but the contractor’s clarification of the unit prices was pending. The proposed priced was approximately \$55,000. A proposal from Collier Paving was pending.

If needed, Mr. Brougham agreed with Mr. Cole’s suggestion of moving funds out of the lake bank erosion repair budget to the sidewalk repairs, since they are down to lower priority projects. Mr. Cole will review the repairs to be done, with Mr. and Mrs. Adams, and present recommendations at the next meeting.

Mr. Brougham stated that, before the County will accept turnover of Championship Drive, from Pelican Lakes, it must be brought up to specifications. He suggests that, for safety issues, the CDD and Pelican Lakes share costs to double stripe the center line. Mr. Schmitt recalled that an agreement was executed, in the late 1990’s, between Fiddler’s Creek, Pelican Lakes and Copper Cove, indicating who is responsible for maintaining the road and it did not involve the CDD. Mr. Albeit agreed. Mr. Pires was directed to research whether agreements exist, including any with the RV Park and report back. Mr. Albeit stated that, based on other research, it was not their responsibility.

SIXTH ORDER OF BUSINESS

**Consideration of AV-Tech ISN Gate Keeper
5-Year Customer Service Agreement**

Mr. Brougham stated that the AV-Tech Agreement was revised to include additional changes discussed at the last meeting. Mr. Slater noted that Section 1. SERVICE, was not corrected to include specifically what “as specified above” entails. Mr. O’Conner, of AV-Tech, stated that preventative maintenance will be performed on all the items noted on the Equipment List, on Page 3; equipment will be replaced due to normal wear and tear, unless damaged under other circumstances. Mr. Brougham directed Mr. O’Conner to revise the contract to add language providing a full description of what preventative maintenance entails. Discussion ensued regarding cause for cancellation.

On MOTION by Mr. Brougham and seconded by Mr. Slater, with all in favor, the AV-Tech ISN Gate Keeper 5-Year Customer Service Agreement, in substantial form, subject to AV-Tech providing additional information, as requested, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Gate Arm Replacement Proposals

- A. Affordable Openers**
- B. Megaarm.com**
- C. TEM Systems**
- D. Av-Tech**

Ms. Puckett stated that the proposals were for purchasing LED gate arms, which would be replaced with lighted ones as needed. Discussion ensued regarding the increase in cost, lighted arms preventing further accidents, cyclists who caused recent damages, etc.

Ms. Puckett recommended AV-Tech. Discussion ensued regarding purchasing the arms all at once, the arms not being included as part of the recent maintenance contract, is installation included, the power source, etc. The DRC and Mr. DiNardo already approved the lighted arms, to resolve safety concerns.

On MOTION by Mr. Slater and seconded by Mr. Badessa, with all in favor, the AV-Tech proposal for LED gate arms and installation, in a not-to-exceed amount of \$9,425, was approved.

EIGHTH ORDER OF BUSINESS

Discussion/Consideration: Bentley Electric Co., LED Streetlight Conversion Proposals

Mrs. Adams was previously directed to find out if the District paid a flat rate per light bulb. This item was deferred until Mrs. Adams determines which lights are metered and which ones received tariffs. Mr. Brougham directed Mrs. Adams to obtain a cost benefit analysis from Bentley Electric Co. Mr. Adams explained the supply source governs whether a tariff is warranted, specifically for those without meters.

NINTH ORDER OF BUSINESS

Continued Discussion/Update: Hurricane Irma Recovery

Mr. Adams stated the Federal Emergency Management Agency (FEMA) was experiencing a lot of personnel changes and he is waiting for his new contact to provide an update. Another CDD started receiving funds about three months ago, when \$15,000 of a \$395,000 reimbursement request was received.

TENTH ORDER OF BUSINESS

Staff Reports

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

Mr. Pires, will follow up on the results of yesterday’s County Commission meeting. The Board of County Commission (BOCC) established a Collier County productivity committee to review the storm water utility issue; a December 13, 2018 meeting was scheduled.

Mr. Pires and others will attend a meeting with County Staff, next Monday, to express the District’s concerns, address his letter on issues involving CDDs and to focus on CDDs #1 and #2 and Pelican Marsh, which have full facilities, receive full exemptions, and no longer require individual property owners to apply for those exemptions. He will provide an update at the December meeting.

Mr. Brougham stated that the BOCC declined to move forward with the conversion of Manatee Park to any type of housing.

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

- **NEXT MEETING DATE: December 12, 2018 at 8:00 A.M.**

The next meeting will be held on December 12, 2018 at 8:00 A.M.

Mr. Adams noted that the minutes and financials will not be included in the next meeting due to the holidays and short turnaround time between meetings; they will be presented at the following meeting.

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

Mrs. Adams presented the November 14, 2018 Field Operations Report and highlighted the following:

- **Landscape:** Review of LandCare’s landscaping maintenance and project completions, before their contract expires on January 31, 2019, continues. Landscaping contract bids packages were sent to six firms and one firm contacted and plans to attend the pre-bid meeting on November 16, 2018.
- **Planting Projects:** Most projects were completed. Since the current vendor is having employee issues, LandCare will plant Oak Tree on buffer between Pepper Tree and Bent Creek.


Secretary/Assistant Secretary


Chair/Vice Chair