

**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 February 24, 2021 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
Robert Slater	Vice Chair
Joseph Badessa	Assistant Secretary
Torben Christensen	Assistant Secretary
Joseph Schmitt	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Tammie Smith	Operations Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Ron Albeit	Foundation General Manager
Joe Parisi	Developer’s Corporate Counsel
Shane Willis	Director of Safety, Health and Environment
Christina Kennedy (via telephone)	SOLitude Lake Management
Frank Weinberg	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Brougham called the meeting to order at 8:00 a.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

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

Mr. Christensen spoke on behalf of a Runaway Lane homeowner who requested landscape maintenance on a triangular area of property that was not maintained. The consensus was that, if the area is CDD property, it should be maintained. Mrs. Adams stated, if

the area is CDD property, it would be added to the CDD landscape map. Discussion ensued regarding the area and appropriate landscaping.

THIRD ORDER OF BUSINESS

Quality Control Lake Report – February, 2021: SOLitude Lake Management

Ms. Kennedy presented the February Quality Control Lake Report. There was a typo in the Report and the date column would be updated to note that treatments were performed in January. She responded to questions.

FOURTH ORDER OF BUSINESS

Developer's Report

Mr. Parisi reported the following:

- Sales were strong, with 24 homes sold since November, and condominiums were underway.
- The gatehouses were nearly complete and processes would be developed with Mr. Willis for reopening the gates and communication to residents.
- Outside lanes would be shut down for one or two days for pavers on the two outside lanes.
- The Sandpiper Drive Gate would be completed within two weeks and Creative Lane would be open for construction traffic; notifications would be sent accordingly.

Mr. Brougham requested repeated e-blasts to keep residents informed. Discussion ensued regarding landscaping and direction of construction traffic.

Mr. Parisi stated that he was unable to attend the last meeting but he was told that Mr. Slater made statements related to the Federal Emergency Management Agency (FEMA) matter, which he, personally, felt reflected unfavorably on the Developer. He requested an apology and retraction, on the record. Discussion ensued regarding what was said at the last meeting. Mr. Slater said he believed there was a mistake. Mr. Parisi stated his company was not involved, in any way, with the FEMA matter. Mr. Albeit stated that, during the discussion regarding the District's difficulty in collecting FEMA funds, a comment was made that the Developer possibly

upset somebody at FEMA. Mr. Slater apologized and stated he did not mean for his remark to be taken that way. Mr. Parisi thanked him and stated the apology was accepted.

FIFTH ORDER OF BUSINESS

Engineer’s Report: *Hole Montes, Inc.*

Mr. Cole reported the following:

- Lake bank erosion repairs were ongoing. Sod would be installed as it is delivered.
- Concrete repairs were substantially completed. A resident on Cherry Oaks Lane reported that paver repair was needed; this was being addressed.

Mrs. Adams asked why the repaired concrete appeared to have been painted white. Mr. Cole stated he observed many local areas with the same issue. Discussion ensued regarding staining the new concrete. Mr. Cole stated he would discuss the issue with the contractor.

- An unnecessary pedestrian crossing sign along Fiddler’s Creek Parkway at Sandpiper would be relocated to replace the missing sign along Championship Drive; an additional sign to warn drivers about crossings in the next ¼ of a mile would also be installed.

Discussion ensued regarding where the signs would be installed. The concrete stump from the original sign would be removed.

- A Mahogany Bend resident complained about water and debris in the valley gutter. An inspection revealed that ¼” of water was being retained due to landscaping debris. It would cost about \$2,300 to replace 50’ of valley gutter for what would be mostly an aesthetic repair.

Following discussion, the consensus was not to expend CDD funds for aesthetic repairs.

- A bid was requested to mill and repave Club Center Boulevard, just past the Rookery, valley gutter repairs and to mill and stripe gored portions of roadway on Runaway Lane.
- The force main project was scheduled to begin in April.

SIXTH ORDER OF BUSINESS

Presentation/Discussion: Potential Engagement of Disaster, Strategies & Ideas Group, LLC (DSI) for Ideas to Further Pursue Hurricane Irma Recovery Appeal with FEMA

**THE FOLLOWING SECTION WAS TRANSCRIBED
VERBATIM, PER THE CHAIR'S REQUEST**

Mr. Brougham: Item Number Six is a discussion of our potential engagement, which has been engaged now, with a consulting company to pursue our appeal status on our Irma cleanup claims with FEMA. And we did, with your authorization, sign a contract last week for a not-to-exceed \$20,000. Hopefully they have begun some efforts but, in the interim, Monday, Chuck received an email from our good friends at FEMA that he will now convey.

Mr. Adams: It's essentially partially denying. They have some homework to do as they indicated in their memo but, essentially denying our full recovery of what we requested through our reimbursement appeal. And essentially noting the same reasons, only in greater detail this time, citing certain sections of policy and administrative code, etc. But they do have some homework to do; they recognize that there may have been some situations in our cleanup that truly, in their opinion and against their policy, do qualify under emergency procurement. So that's why they are leaving the door open for partial reimbursement. DSI has reviewed that and Linda sent me an email, as I had indicated, about mid-afternoon yesterday, with an outline of activities that they planned, not only through their initial technical review of our initial submittals to them, but also, in light of this response from FEMA. And essentially, it's the same scope of work that we went through with the original appeal consultant. They recognize that we have 60 days to file a response to this appeal and failure to do so, the appeal will stand. So their intention is to have a written appeal back to you within 30 days, so we should have it hopefully in time for your next meeting, at least in draft form, maybe with some additional tweaking, whatever, but we'll have an outline of something for you all to review and hopefully have her on the phone at that point to run through it with you. The idea is that we get this back to them within 45 days so it meets well within the 60-day deadline requirement.

Mr. Brougham: And if I might, and I didn't read that document that they sent word for word, but my sense of that is that they, they being FEMA Atlanta or wherever, still can't get it through their head an understanding of what we cleaned up was not on private roads, it wasn't in the "Villages", it was on public roads financed by public bonds with controlled public access. And they're taking the position, not firmly, but mainly firm, that they don't reimburse for

private cleanups. Where we've told them where we cleaned up, how we cleaned up, what amount of material was cleaned up, that we control with... the public can come in under certain conditions if they identify themselves, etc., irrespective of a gate. We've said that, and said that and said that. The other objection they seem to have is that Ashbrit, who was the hauler company, was not our contractor but rather Collier County's contractor and I don't know where they got that from, but...

Mr. Adams: Really, that has no bearing on it, but that'll be something that we'll point out in the appeal; that none of our recovery requests have anything to do with hauling. We fell underneath the umbrella of Collier County so it didn't matter if it was comingled with private debris, our debris being comingled with private debris. That fell under the Collier County umbrella, which I understand has already been reimbursed. I think the very frustrating part of this whole thing is, and we've talked about it before, is this is just a different group that handled your recovery process here in Collier County, versus the group that I've dealt with in Lee County, where I had three other clients that we handled exactly the same way, exactly the same submittals, exactly the same cases being made about emergency procurement and how it's allowed under the law. And they just chose, from the beginning to handle this one differently, and they've dug their feet in, in terms of handling it differently, and because we have challenged them, now they are throwing the whole book at you in terms of policy and procedure and administration. And this is where we ramp it up and I think we're going to ramp it up one more time with this group and see if we can get any traction and if we can't we probably need to walk away because you can spend a ton of money on this. Their pockets are a lot deeper.

Mr. Brougham: Well that's the update.

Mr. Badessa: My issue from the beginning is, from what I saw when I was here when it first started three years ago, not here on the Board but in the audience, is it had nothing to do with anything personally. This was just, I think, handled inappropriately. I think administratively, didn't dot the i's and cross the t's and, you know as well as I do, well Joe does, once it gets into the black hole of the government, in terms of the processes, it's pretty much done. I mean, you know, reading this thing about this proposal, I don't know where this CPA is coming in. We got

to pay for him and he's not even listed, in terms of an hourly rate, so that's an open-ended fee. I don't even know where that's...

Mr. Brougham: No it is not.

Mr. Badessa: Where is his fee? He's an independent contractor, it's not here. It's not in there.

Mr. Brougham: The contract is with DSI, on a not-to-exceed \$20,000, that this Board approved last month. They're going to...

Mr. Badessa: There's an independent contractor...

Mr. Brougham: They are employing him as a subcontractor; we are not employing him.

Mr. Badessa: He comes under an independent contractor.

Mr. Adams: He comes under the \$20,000 ceiling that's been established.

Mr. Brougham: Mr. Pires, Mr. Badessa doesn't agree with my statement just then, so...

Mr. Pires: Although, technically, I believe the CPA is a subcontractor within the scope of the work so there is a \$20,000 limit...

Mr. Brougham: They stated that they would employ...

Mr. Pires: And I think what might be helpful, then, would to have Chuck clarify that in an email to DSI.

Mr. Brougham: We are not spending any more money than \$20,000 authorized, Joe, and that's what this Board authorized.

Mr. Schmitt: Will DSI provide the, I want to call it professional guidance to make sure that, when we send this back in that we phrase it in such a way that it meets the requirements of... I'm just wondering that, when we send this back in, will DSI put the right buzz words in to help us put this back together?

Mr. Brougham: Well, that's certainly what we're paying them to do. We, apparently the big collective "we". Everybody concerned for three years has put forth their best efforts with the best people to word this thing. We employed a consultant to begin with to write our first appeal, which was granted by the Office of Emergency Management Florida. So, that was definitely worth spending, I think \$1,000 or \$1,200, for somebody to write who was proficient and used the right words and so forth. This firm is similar to that but with more experience. I

have never met these people, none of us in here have ever met these people. We agreed a month ago to spend up to, not-to-exceed this amount of money, to see if we can move forward. So, I take exception that we haven't handled this appropriately, administratively.

Mr. Badessa: It's gone on for three years, how could you not say that? How could you not say that, it's been going on the past three years.

Mr. Brougham: What would you have suggested that this Board or that our Management do differently than we did?

Mr. Badessa: Three years ago?

Mr. Brougham: Exactly.

Mr. Badessa: Go through The Foundation and actually pay them and then have...

Mr. Brougham: The Foundation has nothing to do with it.

Mr. Badessa: Yes, but that was an outlet at that time.

Mr. Brougham: No, it was not an outlet.

Mr. Badessa: The individual homeowners could use their Loss Assessment Contract in their homeowner's insurance...

Mr. Brougham: You are confused.

Mr. Badessa: No I'm not.

Mr. Brougham: We could not use, Joe Parisi, please, and Anthony Pires, the CDD had no authority and no rights to go through The Foundation and incur a Loss Damage Assessment by using them to clean up public roadways. Absolutely not possible. Now Mr. and Mrs., Mr. and Mrs., attorneys, if I just said... (laughter heard) Now wait a minute, this is not humorous. If I said something that's not true, I want it corrected, on the record, because I don't agree with this statement that you just made. We had no ability to do that or we certainly would have done it. We did, each village did a Loss Damage Assessment and worked through The Foundation and the Village HOAs, that's a different situation than a Community Development District, Joe.

Mr. Badessa: Okay...

Mr. Brougham: Well, I hope... I want confirmation.

Mr. Pires: My recollection, as to the Loss Damage Assessment, claim was solely to the Condominium Associations, or the Homeowners Associations, under their insurance policy. I don't know if it had anything to do with the CDD assessment, is my recollection. And this issue about the ceiling, my opinion is there's a \$20,000 ceiling; they're just outlining who the subcontractor is. It's like any other, they have a contractor and they hire their subs; the contractor has a maximum number and they pay their subcontractor and it is \$20,000.

Mr. Parisi: I agree with his comments. There was a comment made before by Mr. Adams about this is not the only village that he's working in that has had the same issue. So, the thought may be, you know, there's some power in numbers and I'm not exactly sure if anyone's reached out to other groups, other associations, it may be a Chapter 190 issue or a CDD issue where it was placed in this box and it shouldn't be.

Mr. Adams: I'll correct the record, and the fact is that I handled three others in Lee County...

Mr. Brougham: In other CDDs.

Mr. Adams: ... handled by FEMA Recovery Group, and those were all granted to the fullest amount available to them and had done so, within twelve months of filing for reimbursement. This is the only one that has been denied, this one...

Overlapping comments of general agreement.

Mr. Adams: That was part of our initial appeal.

Mr. Brougham: It's just unconscionable and unexplainable why all this funnels basically to the same governmental group in Atlanta, Georgia, and they approve, in Chuck's case, three CDD Districts' claims in Lee County, and deny ours. It's beyond comprehension. And all we're trying to do is everything we can do, Joe Badessa, to be diligent to try and correct that and to recoup this money. And I think we've done that from day one. When that hurricane hit, we were on, I was on, Chuck was on the phone with Mr. DiNardo and Mr. Albeit, arranging immediately for cleanup and how it was going to work financially and so forth. And we, I was a participant through that whole process, and it was handled diligently and it was handled professionally. And everybody got every benefit they could possibly have gotten at that time. If they filed a Loss Damage Assessment through their HOA, etc., those claims were in fact paid.

Mr. Pires: And most of those were exceeded, you know, those numbers are capped anyway, so the damage that we had in the Villages and everywhere else, those numbers were far exceeded. You're going above and beyond what those costs have ever been.

Mr. Brougham: I'm sorry, I apologize to the Board. That doesn't sit right with me.

Mr. Adams: At any rate, I will move forward and work diligently with Linda and her group to get a package together for you all.

Mr. Brougham: Yes, and would... she made a commitment to both of us that she would be responsive to the questions asked by the Board last month and that I reiterated to her, and she said that she would have responses to that by this morning. And remind her that we still want them and, when we get them, if you would distribute them to the Supervisors we would appreciate it.

Mr. Adams: Okay.

Mr. Pires: Mr. Chairman, also, just briefly, I think that when Linda prepares her recommended appeal package that she also provide her opinion as to whether or not the alternative route should be taken and it is arbitration.

Mr. Brougham: Yes, I was going to mention that, it was mentioned in that document that there is an arbitration route, and you lawyers know what that means but I'd rather not go there unless that's the ultimate last...

Mr. Pires: I would suggest getting her guidance, her opinion on that also.

Mr. Brougham: Alright. Any other questions on this? Thank you.

SUMMARY TRANSCRIPTION RESUMED

SEVENTH ORDER OF BUSINESS

Discussion/Consideration: Sod and Irrigation Installation, Mahogany Bend, B-2 Buffer

- **LandCare Landscape Enhancement Proposal: Authorization for Extra Work**

Mr. Brougham presented the LandCare work authorization for a section of CDD property behind Mahogany Bend, adjacent to the CDD buffer. Discussion ensued regarding replacing the bahia with floritam sod and adding irrigation to the property in question.

On MOTION by Mr. Badessa and seconded by Mr. Schmitt, with all in favor, the LandCare Authorization for Extra Work, for sod and irrigation installation, was approved.

Mr. Pires confirmed that the property in question is CDD property. A Board Member asked if ongoing maintenance would be required. Mrs. Adams stated it is a small area that would likely incur no additional cost.

EIGHTH ORDER OF BUSINESS

Consideration of Aqua-Matic Irrigation Systems, Inc., Proposals for Irrigation Valve Replacement

- A. Fiddler's Creek CDD #1 Only**
- B. Fiddler's Creek CDDs #1 and #2**

Mr. Cole presented the proposals for exploratory work to determine whether partial valve replacements would be possible. The total cost for CDD #1 would be \$3,600; \$2,400 of the first proposal and \$1,200 for the second proposal. Discussion ensued regarding the proposal and the repairs. Mr. Cole would revise the proposal to reflect the quantity and locations of the repairs and provide a map showing the location of the repairs.

On MOTION by Mr. Brougham and seconded by Mr. Schmitt, with all in favor, the Aqua-Matic Irrigation Systems, Inc., Proposals for Irrigation Valve Replacement, in a total amount of \$3,600 for CDD #1's portion of the work, were approved.

Mr. Cole stated that a report would be presented next month summarizing his recent meeting with Mr. Seidel, of Metro P.S.I. (MPSI) regarding the pump houses, which have a lifespan of approximately 20 years, given that Pump Houses #1 and #2, at Lake 88, are 18 years old. Pump house structures and function, recent and upcoming repairs, replacement of the entire system, cost-share with CDD #2 and the need to budget pump house expenditures, were discussed. Mr. Brougham requested a schedule with an associated timeline and related

expenses, for planning purposes. Discussion ensued regarding budgeting and financing options. This item would be included on the next agenda.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of January 31, 2021

Mr. Brougham presented the Unaudited Financial Statements as of January 31, 2021. Mr. Adams requested authorization to write off "C&C tree svc retainage", in the amount of \$4,942, as the expense was three years old and no invoice was received.

On MOTION by Mr. Slater and seconded by Mr. Brougham, with all in favor, authorizing the write off of "C&C tree svc retainage", in the amount of \$4,942, was approved.

TENTH ORDER OF BUSINESS

Approval of January 27, 2021 Regular Meeting Minutes

Mr. Brougham presented the January 27, 2021 Regular Meeting Minutes.

The following changes were made:

Line 27: Change "Riainitis" to "Varianides"

On MOTION by Mr. Christensen and seconded by Mr. Slater, with all in favor, the January 27, 2021 Regular Meeting Minutes, as amended, were approved.

ELEVENTH ORDER OF BUSINESS

Action/Agenda or Completed Items

Items 7, 8, 9, 10, 11, 13, 14 and 15 were completed.

Mr. Schmitt stated he advised Mrs. Adams about locate marks for buried cable, along Sandpiper, and asked how it was resolved. Mr. Cole stated he was trying to find out who to speak with at Comcast; he contacted LandCare and the irrigation contractors because the locates were in the Right-of-Way (ROW). Discussion ensued regarding utilities and the requirement for the CDD office to be notified immediately when contractors are working. Sunshine 811 was apparently notified; however, the CDD was not notified in this case. Mr.

Parisi stated he thought notification was automatically done but, in the future, he would inform the CDD office. Discussion ensued regarding the locates and previous failures to inform the CDD. Mr. Willis stated the contractor had a work order; however, he was unaware that the CDD was not informed. Mr. Brougham stated a manual checklist is needed or a set of procedures. Mr. Parisi noted that, as the property owner, the CDD should have been contacted by Comcast.

TWELFTH ORDER OF BUSINESS

Staff Reports

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

There was no report.

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

- **NEXT MEETING DATE: March 24, 2021 at 8:00 A.M.**

- **QUORUM CHECK**

All Supervisors confirmed their attendance at the March 24, 2021 meeting.

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

Ms. Smith presented her Field Operations Report and noted the following:

- Arboricola were planted on Fiddler’s Creek Parkway and Sandpiper.

Mr. Brougham asked for attention to be paid to the trimmed height of materials in parkway medians and particularly in the intersections and height above the pavement to be checked to keep the line of sight clear.

- A quote for flipping pavers on Runaway Lane was obtained and the work was scheduled.

- Staff was unable to obtain additional quotes for the pump house doorjamb repairs.

Discussion ensued regarding repairs in conjunction with pump house repairs.

Mr. Slater stated a faded 35 mph speed limit sign needs to be replaced at the 951 entrance on Fiddler’s Creek Parkway.

D. Director of Safety, Health and Environment: *Shane Willis*

Mr. Willis reported the following:

- Multiple communications would be sent, leading up to gatehouses opening.

- Incident Reports/Parking: Many new tenants and owners are unaware of the rules against parking on the grass. Service providers and construction trailers were warned against parking in front of fire hydrants.
- Pressure washing was ongoing in Veneta through February.
- Approximately 3,200 vehicles were registered and issued radio-frequency identification (RFID) stickers, in the last month and a half. When the Sandpiper Gate opens, it will be operational. The two systems would operate side by side for the first week and the old clickers would likely be collected at the Clubhouse.

THIRTEENTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Brougham stated that Peppertree Village might demolish and replace their entrance monuments. Preliminary designs were submitted to the Design Review Committee (DRC); the design and placement of the new monuments may or may not intrude into the CDD buffer area. He asked Mr. Pires and Mr. Cole what would be required for the CDD to permit a new monument in the CDD buffer easement area. Mr. Pires recommended entering into a license agreement or a grant of easement. Discussion ensued regarding the type, design and placement of the new monuments. Mr. Brougham stated he would like to know of any restrictions in advance of the meeting. Discussion ensued regarding the impact on landscaping, footprint and designs in other communities. Mr. Cole stated that buffer tracts, between the ROW and lots, are 15' or 20' wide. He cautioned about a public utility easement in the first 10' of that easement.

FOURTEENTH ORDER OF BUSINESS

Public Comments

There were no public comments.

FIFTEENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned at 9:31 a.m.



Secretary/Assistant Secretary



Chair/Vice Chair