

**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 December 14, 2022 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. Members of the public were able to listen and participate telephonically at 1-888-354-0094, Participant Passcode: 709 724 7992.

Present were:

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

Also present were:

Chuck Adams (via telephone)	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Terry Cole (via telephone)	District Engineer
Joe Parisi	Developer’s Representative
Ed Jasiiecki	Fiddler’s Creek Director of Safety
Jody Benet	Fiddler’s Creek Irrigation Manager
Valerie Lord	Foundation Representative
Ron Albeit	Foundation General Manager
Mike Barrow	GulfScapes Landscape Management
Cathy Ashline	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.

SECOND ORDER OF BUSINESS

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

Resident Cathy Ashline, speaking on behalf of Menaggio homeowners whose homes overlook the lake, stated that homeowners enjoyed the view of the lake, which previously had sporadic clumps of grasses. She displayed before and after photos of areas of the lake and

stated, in mid-November, someone sprayed and killed the grasses in the lake. In her opinion, the view is now unsightly and the wildlife habitat is ruined, and wildlife are no longer present.

Mr. Miller stated his home backs up to that lake and he sees many birds; he does not believe the wildlife has been disturbed. Ms. Ashline agreed that wildlife is starting to return but, in her opinion, there are fewer birds, and the view is not nice. She displayed photographs and expressed her opinion that all the grasses are dead. She spoke to her HOA, and no one knows why the Menaggio lake was sprayed so heavily. Asked who sprayed, Ms. Ashline stated in mid-November technicians on a golf cart were observed spraying all the vegetation.

Mrs. Adams reviewed the photos, and, in her opinion, they do not show damage. The cypress trees on the bank are dormant, not dead. Invasive species, such as torpedo grass, were likely sprayed.

Mr. Miller asked if these issues were caused by the hurricane or the spraying. Ms. Ashline stated the grasses survived the hurricane and died after being sprayed. She observed spraying from a golf cart and an HOA member observed technicians spraying from a boat.

Mrs. Adams stated invasives might have been sprayed; she needs to see what littorals are present. Lily pads are sprayed per the contract, as they are invasive.

Mr. Klug felt that, rather than looking at photos, Staff should inspect the lake conditions so the Board can discuss the present conditions rather than speculate.

Ms. Ashline felt that other lakes look nicer and have grasses and cattails.

Mrs. Adams asked to be informed about the presence of cattails, which are invasives and must be removed; she will inspect the area with Ms. DiNardo during their next lake review.

Mr. Barrows, of GulfScapes, stated the trees on the lake bank are dormant, not dead.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Elected Supervisors, Elliott Miller [SEAT 2] and William (Bill) Klug [SEAT 5] *(the following to be provided in a separate package)*

Mrs. Adams, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Miller and Mr. Klug. Both are already familiar with the following:

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. Financial Disclosure Forms**

- I. Form 1: Statement of Financial Interests
- II. Form 1X: Amendment to Form 1, Statement of Financial Interests
- III. Form 1F: Final Statement of Financial Interests
- D. Form 8B, Memorandum of Voting Conflict

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2023-01, Designating Certain Officers of the District, and Providing for an Effective Date

Mrs. Adams presented Resolution 2023-01. Mr. Klug nominated the following slate:

Chair	Elliot Miller
Vice Chair	Victoria DiNardo
Secretary	Chesley (Chuck) E. Adams, Jr.
Assistant Secretary	Linda Viegas
Assistant Secretary	Bill Klug
Assistant Secretary	John Nuzzo
Assistant Secretary	Craig Wrathell

No other nominations were made. Prior appointments by the Board for Treasurer and Assistant Treasurer remain unaffected by this Resolution.

On MOTION by Mr. Klug and seconded by Mr. Nuzzo, with all in favor, Resolution 2023-01, Designating Certain Officers of the District, as nominated, and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Discussion: Holiday Decorations at the Sandpiper Gatehouse Near Publix

Mr. Nuzzo stated several neighbors asked him why the Sandpiper Gatehouse was not decorated for the holidays. Noting that it is a budget line item requiring approval, he asked the Board to consider adding it to the Fiscal Year 2024 budget.

Mr. Miller suggested there might be contingency funds and asked how much it would cost. Mrs. Adams thought it would be too late to install holiday decorations this year. Asked why the front gate was decorated, Mrs. Adams stated, historically, it is decorated every year. A Board Member stated it was already included in the budget; it is a Foundation item that CDD #1 pays for because it has historically done so.

Mr. Nuzzo stated CDD #1 has a \$16,000 line item for holiday decorations.

Ms. DiNardo noted that the Sandpiper Gatehouse is part of CDD #2.

Mrs. Adams stated CDD #1 pays for the main entrance and Championship Gatehouse holiday decorations.

Ms. Viegas stated the Sandpiper entry was never decorated in the past and asked why it should be decorated now.

Mr. Miller felt that it is because of the growth in Oyster Harbor.

Ms. Viegas asked Mrs. Adams to obtain quotes for holiday decorations for the Sandpiper Gatehouse for consideration during the Fiscal Year 2024 budget discussions.

SIXTH ORDER OF BUSINESS**Discussion: Claim Against Fiddler's Creek CDD #1 Regarding Anticipatory Breach of Interlocal Agreement [Traffic Signal Cost Sharing]**

Mr. Miller stated he attended the earlier meeting when CDD #1 considered CDD #2 lawyer's detailed letter regarding the Anticipatory Breach of the Interlocal Agreement. He outlined the lawyer's letter, the Halvorsen Agreements, and CDD #2's obligations. He explained that the Interlocal Agreement requires CDD #1 to pay for half the cost of the traffic signal. In its budget, CDD #1 wants to take half of CDD #2's \$200,000 payment from Halvorsen by taking that payment off the total cost of the traffic signal.

Mr. Miller stated he was shocked that the CDD #1 Board only discussed this very briefly and dismissed it to be considered at the next meeting. While the CDD #1 Board Members stated they cannot understand the damages, he felt that the damages are clear because the CDD #1 Board stated, on the record when adopting the budget, that the expense is being budgeted as though the \$200,000 is taken off the top of the full expense.

Mr. Miller stated he spoke with CDD #1 Chair Bob Slater and Board Member Torben Christensen after the meeting and he advised them that, if this is not resolved, the CDD #2 Board might vote to sue CDD #1; he was dismayed to hear the cavalier attitude with which they responded. He believes that the CDD #2 Board has a serious obligation to its constituents not to give away \$100,000 of CDD #2's money. Mr. Slater stated he will bring the matter up seriously at the next meeting and have a vote on it.

Mr. Miller is confident CDD #2's position will be adopted, not unanimously, but by a majority vote, at CDD #1's next meeting. He asked for this item to be included on the next agenda. If it is not adopted and, if CDD #1 does not agree to pay its half of the traffic signal cost, he would like the CDD #2 Board to seriously consider suing CDD #1.

Mrs. Adams stated this item will be included on the January meeting agenda.

Mr. Klug asked how CDD #1's disapproval would impact CDD #2.

Mr. Miller stated it would essentially cost CDD #2 an additional \$100,000 to accede to CDD #1's demand to take Halvorsen's \$200,000 payment off the top of the full cost.

Mr. Klug asked which CDD has the legal obligation to pay the shortfall if CDD #2 pays what it believes is its share, but CDD #1 pays less.

Mr. Miller stated the Interlocal Agreement explicitly states that each CDD will pay essentially one-half the gross cost of the light and he believes CDD #2 can get a Summary Judgement against CDD #1. Asked how the obligation for CDD #1's shortfall would shift to CDD #2, Mr. Miller stated CDD #2 has an obligation with Halvorsen to install the traffic signal.

A resident asked for the details of the situation. Mr. Miller explained the Interlocal Agreement between CDD #1 and CDD #2 and noted the following:

- The Interlocal Agreement explicitly states that each CDD will pay for half the gross cost of the traffic signal to be installed on US41.
- CDD #2 only has a contract with Halvorsen, whose property is located on CDD #2 property. One agreement CDD #2 has with Halvorsen gives Halvorsen the right to enter CDD #2's property, bring trucks on CDD #2 property and build the Publix. Another agreement with Halvorsen obligated CDD #2 to move the gate, which it did. A separate agreement obligates CDD #2 to install the traffic signal. In exchange for the obligation and for moving the gate and allowing access to CDD #2 property, Halvorsen agreed to pay CDD #2 \$200,000.

Mr. Miller stated, while the Interlocal Agreement says that Halvorsen will pay CDD #2 when the light is approved, Mr. Parisi has been negotiating on CDD #2's behalf to receive the payment in installments.

SEVENTH ORDER OF BUSINESS**Discussion: Agreement with Halvorsen Holdings, LLC, Regarding Timeline of Installment Payments**

Mr. Parisi stated that Halvorsen requested an Amendment to the Traffic Signal Light Agreement. He prepared the Amendment, as previously discussed, such that the initial payment will be received when the warrants are done. The warrants have been received so, when the Amendment is signed, an invoice can be submitted to request the first payment. Additional installments will be paid when permits are approved, when the traffic signal is 50% complete, and upon receipt of approval by the governmental authorities to go into operation.

Mr. Parisi stated he will print and provide the Amendment as soon as possible.

Mr. Miller stated he would like to sign the Amendment to receive the first payment as soon as possible.

Mr. Parisi stated Halvorsen sold the entire shopping center to Publix. All the smaller stores now belong to Publix; this is common procedure for Halvorsen.

Mr. Klug asked if the Agreement was assigned to the new owner. Mr. Parisi stated it was not; the Agreement remains and Halvorsen will make the scheduled payments.

EIGHTH ORDER OF BUSINESS**Health, Safety and Environment Report****A. Irrigation and Pressure Washing Efforts: *Julie Staar***

Mr. Jasiiecki stated he recently assumed responsibility for this report. He did not have slides to present, but reported the following:

➤ Irrigation Projected Usage: 20 programmable satellites within the villages are programmed to run Monday, Wednesday, and Saturday, from 9:00 p.m. to 8:00 a.m. There were 13 possible run days last month; all watering cycles were completed, with no rain holds.

Mr. Miller asked why irrigation cannot occur on Fridays. Mr. Jasiiecki stated he just assumed this responsibility and does not know the reason for Collier County's ordinance. Mr. Benet stated he read the ordinance word for word, and it does not say why. Mr. Pires stated his belief that part of it comes from the South Florida Water Management District (SFWMD), given that all SFWMD counties must comply.

➤ Irrigation Projected Usage: Nine programmable satellites within the common areas are programmed to run Tuesday, Thursday, and Sunday, from 9:00 p.m. to 8:00 a.m. There were 13 possible run days last month; all watering cycles were completed, with no rain holds.

➤ In November, the villages used over 10,290,000 million gallons of water. The common areas in CDD #2 used over 6,031,000 million gallons of water.

Mr. Klug stated he observed an irrigation malfunction in Varena last weekend with water pouring into the street. He asked for the protocol and who to call for weekend irrigation malfunctions. Mr. Jasiiecki stated the Safety Department should be called and they will shut down the valves if they know where they are and will notify the appropriate parties.

➤ Pressure Washing: During the past 30 days, work was completed on Sandpiper Drive, including sidewalks, curbs, and gutters; the new equipment is in use. Cleaning of Fiddler's Creek Parkway is underway, and crews will then move on to Club Center Boulevard and spot cleaning requested by residents.

Ms. DiNardo stated, when the Veneta monument signs were cleaned, the sides were apparently not cleaned all the way through and, in her opinion, they are unsightly. She provided photos. Mr. Jasiiecki stated he would have staff address the issue.

Asked if the old equipment is in use simultaneously with the new equipment, Mr. Jasiiecki stated he does not have the manpower to operate an additional crew, simultaneously. Mr. Albeit stated the intention is to keep the old equipment as a backup so that operations do not cease when the new equipment requires maintenance or programming.

➤ Tree Canopy Trimming: All CDD #2 fruited palms were trimmed, and low-hanging branches damaged by Hurricane Ian and subsequent storms were addressed. The large, leaning Hong Kong Orchid on Sandpiper Drive was staked. The contracted work should be completed by the end of the year.

Mr. Miller asked if Juniper still maintains its equipment on site, as the contract requires during hurricane cleanup. Mr. Jasiiecki stated some cherry picker trucks and equipment are on property. Mr. Albeit stated Juniper has equipment on site for current work. The equipment that was required to be kept on property after the hurricane was removed over two months ago.

Ms. DiNardo stated a stump on Fiddler's Creek Parkway required removal after the hurricane. Mrs. Adams stated she provided the location and pictures before the meeting. Mr. Jasiiecki stated he will ask Juniper about it after the meeting.

B. Security and Safety Update: *Ed Jasiiecki*

Mr. Jasiiecki discussed the following:

➤ Gatehouses and Patrols: All three gatehouses are operational and manned 24-hours a day, seven days a week.

➤ AVTech technicians are working to repair the gates now that all parts and equipment were received. The vendor assured him that the main gate should be operational by close of business today and all three gates should be working properly by Friday, December 16, 2022.

Mr. JasiECKi stated he will follow up regarding gate repairs after the meeting.

➤ Incidents: Parking issues, open garage doors and animal complaints continue to be the most common incidents; they are addressed as they arise.

Mr. Miller asked about violators. Mr. JasiECKi did not believe any violators were sent to the Fining Committee last month. Repeat offenders are sent to Ms. Lord, who sends initial warning notices and schedules Fining Committee appearances.

Mr. Miller recalled his prior suggestion that a patrol car be assigned to each CDD so that the Community Patrol officers can patrol like a police officer on the beat. His understanding is that Mr. JasiECKi did not feel that would work and asked why. Mr. JasiECKi stated that one patrol car is assigned to each CDD, but there are certain times when both patrol cars are needed in one CDD, which is why both vehicles can sometimes be observed in one CDD. Each patrol has specific regular tasks and tasks to document in their respective CDDs and villages, such as looking for dirty street signs in need of cleaning, that Staff will follow up on.

Ms. DiNardo asked which CDD needs more attention. Mr. JasiECKi stated, if two medical calls are received in CDD #1, two cars might respond as needed, but both CDDs are very well-covered and well-taken care of.

Mr. Parisi stated he and Mr. JasiECKi meet occasionally and, after speaking with several residents, they noted the following and advised staff accordingly:

- The officer at the Championship gate must step forward to ensure they are seen.
- The Sheriff's Office asked roving patrols not to stop at a home when a Sheriff's vehicle is present; rather, they were asked to drive by and let the officers do their job. Roving patrols monitor their respective patrol areas but do not interfere with the officers.

NINTH ORDER OF BUSINESS**Developer's Report/Update**

- **Architect's Plans for Championship Drive Gatehouse**

Mr. Parisi reported the following:

➤ Normal construction is continuing in Dorado and in Oyster Harbor. New projects and new homes and buildings start every day. The construction compound is nearly complete.

➤ New construction is essentially on hold due to the inability to procure Florida Power & Light (FPL) meters because they are being sent to emergency areas following Hurricanes Ian and Nicole. He contacted the Florida Speaker of the House and others in an attempt to expedite delivery of meters so that construction can proceed.

Mr. Miller asked if electrical service would be available if the meters were there. Mr. Parisi replied affirmatively. Transformers are present, but homes without meters cannot connect to power. A generator was rented to power lights and enable work to continue at the construction compound. Staff continues to request assistance from, and provide information to, contacts at FPL to facilitate inspections and emphasize the urgency of the need.

Asked if construction has come to a halt, Mr. Parisi stated four homes were completed last week, which is good, but that is below normal. Work on some homes is halted, and there are probably ten critical homes that are significantly delayed so exterior work will be done until interior work can resume.

Mr. Albeit stated, unfortunately, the Irrigation Manager Agreement between The Foundation and CDD #1 and CDD #2 terminated in May 2022. The Foundation continued to bill the CDDs and both have been paid through December, based on the old rate, which was frozen at \$50,000 per CDD. The Agreement includes a 7.5% Consumer Price Index (CPI) adjustment, but The Foundation agreed to renew the contract with a cost increase of 5% each year, for the next three years, beginning as of January 1, 2023, rather than retroactively. He requested Board approval in substantial form, pending District Counsel's review. Mr. Pires will review the Agreement. It was noted that E-Verify language is a new requirement for all agreements.

Mrs. Adams stated CDD #1 approved the Agreement, subject to District Counsel's revisions, to go into effect January 1, 2023.

On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the Irrigation Manager Agreement, as discussed and in substantial form subject to District Counsel's review, and authorizing the Chair or Vice Chair to execute, was approved.

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

Mr. Cole reported the following:

➤ Inspections of street signs that need straightening or repair following the hurricane are being coordinated with Mrs. Adams and Lykins-Signtek. Proposals will be requested.

➤ Sidewalks are being inspected to determine areas that need grinding or replacement to eliminate trip hazards. Proposals were requested from Collier Paving.

Mr. Miller asked where the issues are located. Mr. Cole stated some are located on Club Center Drive, in Mulberry, in CDD #1, but he did not remember specific locations in CDD #2. Mr. Klug stated he observed locations marked in orange at several locations in Museo.

➤ A proposal was requested from GulfScapes for storm drain cleaning of yard drains on the west side of lots on Quilcene Lane in Oyster Harbor.

Mr. Barrow stated these will be edged and cleaned out and included in the monthly service contract as there are only five affected lots.

Mr. Cole stated that he and Mr. Barrow met with the contractor building Dorado regarding some CDD #2 landscaping next to Aviamar Circle outside of CDD #2's right-of-way. The landscaping in the Dorado development area needs to be removed and minor modifications to the irrigation system are also needed.

- **Update: Traffic Signal Plans**

Mr. Cole stated Trebilcock Consulting Solutions submitted the 90% plans on November 7, 2022, only one week later than originally anticipated, which was not too bad considering the hurricane. It was anticipated that the Florida Department of Transportation (FDOT) would review those plans and respond by December 1, 2022, but no response has been received yet; he understands there were delays related to Hurricane Ian. At this point, Staff is awaiting FDOT review of the 90% plans; he will send a follow-up email tomorrow.

Mr. Cole stated a meeting was held on Monday with Irrigation Manager Jody Benet and an outside firm to discuss replacement of pumphouse 2. The firm drafted a preliminary scope of work for the CDD to include in bid documents. As previously discussed, the entire pumphouse must be replaced as the internal pumps, filters, and controls are 20 years old and have fulfilled their useful life. The bid will be published in January. The cost will be several hundred thousand dollars. CDDs #1 and #2 have been budgeting for the project for a few fiscal years. The funds will be expended over a few months' time; it is anticipated that the bid will be awarded in the first quarter of 2023. Work will likely be done in September or October 2023, as it will take some time to order and receive equipment that will be paid for during Fiscal Year 2023.

- **Update: Irrigation System Installation**

This item was not discussed.

- **Continued Discussion: Remove and Replace Ficus Buffer with Perimeter Wall Adjacent to Museo Circle**

Mr. Cole stated a significant amount of work will be required to install a perimeter wall in the place of the Ficus buffer on Museo Circle. He has not met with a contractor, but a supplier who installed decorative fence elsewhere in the CDD estimated it could cost \$600,000 to \$700,000 to remove the Ficus plants and install a concrete fence.

Ms. DiNardo believes repair of the damaged buffer should be considered a part of the hurricane-related expenses, as plants were damaged, and the homes are exposed.

Ms. Viegas believes a landscaping buffer proposal should be considered, as that is currently in the area and has sufficed for many years.

Ms. DiNardo noted the homes are not protected from vehicle traffic.

Mr. Miller felt that this issue cannot be addressed today and asked for it to be put on the next agenda.

Mr. Cole was directed to obtain a proposal from Mr. Barrow for removal of the Ficus hedges and installation of a new buffer. A separate proposal will be requested for removal of the Ficus hedges and installation of a concrete wall and perimeter plantings.

Mr. Klug asked for visuals, including aerial views with the sections delineated, to be provided along with the proposals for the presentation at the next meeting.

Ms. Viegas asked Mr. Cole for the result of the meeting with Grady Minor regarding completion of the punch list items, so CDD #2 can stop paying for bond renewals for the work. Mr. Cole stated he did not follow up but will have an update at the next meeting.

Ms. Viegas asked if there is an update on the oil stains on Aviamar Circle and Cherry Oaks Trail. Mr. Cole stated that the inspector looked at them and spoke with Waste Management, and Waste Management planned to clean the oil stains. Ms. Viegas stated they have not been cleaned. Mr. Cole will follow up.

Ms. Viegas asked if the ponding behind some homes on Aviamar Circle, following heavy rains, was inspected. She noted photos were sent, an inspector went out, and one homeowner stated the problem was fixed, but another said it was not. Mr. Cole stated it was inspected several times and, to his knowledge, the pipe is clear. He explained that, following heavy rains, some ponding occurs for a short time, but it will eventually drain. The berm is designed to retain water, so the system is apparently functioning as intended. Ms. Viegas stated the

homeowner believes the drain is full of silt, mud, and roots. She will advise the homeowner to contact Mr. Cole directly for follow up.

ELEVENTH ORDER OF BUSINESS

Consideration of Keefe McCullough, Rate Increase Engagement Letter

Mr. Miller asked why a revised six-page letter was received from Keefe McCullough to replace the version in the agenda book.

Ms. Viegas referred to the paragraph at the top of Page 3, which stated “We identified the risk of management’s override of controls as a significant risk of material misstatement in the prior period audit and believe this is still relevant. Since our audit planning has not concluded we may make modifications to the identified risks. If new significant risks are identified, we will communicate them to those charged with governance. Our audit of financial statements does not relieve you of your responsibilities.”

Ms. Viegas stated there was no such risk in the prior audit. She immediately contacted Mr. Adams and Ms. Cindy Calvert, of Keefe McCullough, because it was incorrect. She worked with Ms. Calvert and the paragraph was replaced in the revised letter with the following new language: “Current auditing standards require the significant risk of management override of controls to be identified as part of our audit planning. If we identify any management override of controls during our audit, we will communicate them to those charged with governance.”

The Board discussed the original language and the revision.

Mr. Miller agreed that the erroneous paragraph in the original letter is not applicable to the CDD.

Mrs. Adams stated the Engagement Letter indicates that Keefe McCullough is requesting a \$1,500 increase, raising the current rate from \$16,500 to \$18,000. She stated that is comparable to the fee similar firms charge for the same service.

Mr. Pires stated that public records language and E-Verify language need to be added to the Engagement Letter, which Keefe McCullough will do upon request.

On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, the Keefe McCullough Rate Increase Engagement Letter, as revised and as to be amended, was approved.

Ms. Viegas stated that, on Page 5, it states that monthly invoices will be submitted. Mrs. Adams stated that is acceptable.

Mr. Miller stated Mr. Albeit just presented the first amendment for the Halvorsen Agreement regarding the payment schedule. Mr. Miller signed and dated the Amendment. Mr. Albeit will send a copy to Mrs. Adams when it is fully executed.

TWELFTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of October 31, 2022**

Mrs. Adams presented the Unaudited Financial Statements as of October 31, 2022.

Mr. Miller asked why the "Insurance" line item was at 104%. Mrs. Adams stated the actual one-time expenditures are 4% over budget due to normal premium increases. One-time insurance premium expenses were collected for the "Fountain" and "Street Lighting-Miscellaneous" line items. Mr. Miller asked how the insurance is procured. Mrs. Adams believes Egis Insurance has the best rates.

Mr. Pires suggested Mr. Adams check into defense counsel coverage amounts. He gave an example of another client, which saved them money.

Mr. Miller stated he would like to look for other bidders for CDD insurance.

Carrier responsiveness, insuring public institutions, expertise, and issues in the public sector insurance niche market, were discussed.

Mr. Parisi stated, when there are multiple carriers, there is probably a consultant that will go into that market and get the best rate. Mrs. Adams stated this will be included on the January agenda. Mr. Miller asked Mr. Parisi to give the name of his consultant to Mrs. Adams.

The financials were accepted.

THIRTEENTH ORDER OF BUSINESS**Approval of October 26, 2022 Regular Meeting Minutes**

Mrs. Adams presented the October 26, 2022 Regular Meeting Minutes.

The following changes were made:

Line 65: Change "Veranda" to "Varena"

Line 80: Change "void" to "devoid"

Regarding recommendations for maintenance of the Veneta monument sign, Mrs. Adams stated Mr. Burrow addressed the monument beds, and she ordered two park benches.

Ms. DiNardo stated the decorative portion of the Veneta monument is on the ground and is in need of repair. The monument is clean in the front, but additional decorative features on the side and in the back are black with mold and need to be cleaned.

Mr. Miller asked if a claim was made against The Foundation for the \$13,880 GulfScapes invoice for hurricane debris removal. Mrs. Adams replied affirmatively.

On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, the October 26, 2022 Regular Meeting Minutes, as amended, were approved.

- **Action/Agenda or Completed Items**

This item was not discussed.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

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

Mr. Pires stated the Taylor Morrison (TM) Agreement regarding Amador is nearly complete. Mr. Miller stated the two outstanding issues deal with CDD #2's obligation to defend and to indemnify; he believes TM agreed to limit CDD #2's indemnity obligation to the amount the CDD can receive under the contract. Regarding the duty to defend, Mr. Miller felt that CDD #2 should choose its own attorney. Mr. Pires stated he emailed the language to TM and, although no response was received yet, TM has been responsive.

Mr. Pires stated that Mr. Schwartz has been helpful in obtaining homeowner signatures for the licensing and access agreements for Oyster Harbor.

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

- **NEXT MEETING DATE: January 25, 2023 at 10:00 A.M.**
 - **QUORUM CHECK**

All Supervisors confirmed their attendance at the January 25, 2023 meeting.

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

Ms. DiNardo noted a light pole at 9259 Museo Circle was removed, but it has not been replaced. This should be added back to the list. Mrs. Adams stated this was being addressed. Another light pole seems to be missing from 9263 Museo Circle; there is an opening with electrical wires sticking out.

Mr. Miller asked if TM agrees to the CDD choosing its own Counsel and has Mr. Pires sent the agreement to the other Board Members. Mr. Pires stated no response was received from TM yet and suggested Mr. Miller wait to receive a new redlined version before the agreement is sent out to the other Board Members.

Mrs. Adams presented the Monthly Status Report and noted the following:

- The Aviamar and Veneta fountain repairs are supposed to be completed today.

Ms. DiNardo stated the turquoise discoloration is evident again at the Veneta fountain, despite the fountain being sealed last year. She asked how long sealing should last. Mrs. Adams will check.

Ms. DiNardo stated the benches around the Veneta fountain are not bolted down and voiced her opinion that it presents a hazard.

Mr. Miller asked if insurance coverage might apply to items such as the benches that were damaged during the hurricane. Mrs. Adams will inquire.

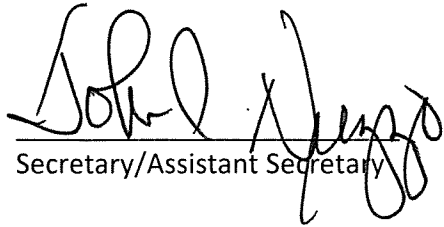
Ms. DiNardo asked if the downed palm tree will be replaced. Mrs. Adams stated that numerous trees are down and GulfScapes is performing a tree audit. The Foundation will speak with Juniper to identify downed trees so that a remedy can be sought all at once.

Ms. Viegas asked if Bentley inspected all the lighting issues, including Oyster Harbor, that were reported before the hurricane. Mrs. Adams stated that Bentley has been unavailable to inspect, as they are addressing emergencies, but they will try to come on Saturday to address a main power source issue impacting numerous lights in Oyster Harbor. She is working with Lykins and Bentley and hopes they will be out on Saturday; emergencies will be prioritized over routine service calls.

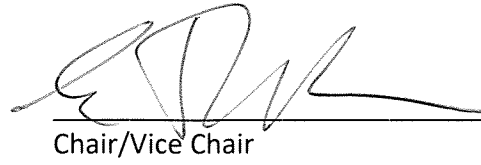
FIFTEENTH ORDER OF BUSINESS**Adjournment**

There being no further business to discuss, the meeting adjourned at 11:38 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Secretary/Assistant Secretary



Chair/Vice Chair