

**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 April 28, 2021 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

**Present were:**

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

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Shane Willis	Fiddler’s Creek Security
Michael O’Neil	Counsel for The Foundation
Jerry Kurtz	Collier County Comprehensive Watershed Improvement Plan Principal Project Manager (CCCWIP)
Liz Gosselin	CCCWIP – Associate Project Manager
Mark Zordan	CCCWIP – Operations
Bill Benson (via telephone)	Keefe McCullough
Shannon Benedetti	Resident/Landscape Committee Member
Mark Kimmel	Resident
Joan Smith	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 10:02 a.m. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

**Public Comments: Non-Agenda Items**

There being no public comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Presentation: Collier County  
Comprehensive Watershed Improvement  
Plan, by Amy Patterson**

Mr. Jerry Kurtz, Collier County Stormwater Principal Project Manager, introduced his colleagues Ms. Liz Gosselin and Mr. Mark Zordan. Mr. Gary McAlpin, the initial Project Manager, retired. No permits were issued yet as the project was still in the planning and design phase, which is expected to span two more years before work begins.

As requested, Mr. Kurtz gave an overview of the project, as follows:

- The intention is meant mostly to change the patterns of the flows of water on a large scale.
- Make environmental enhancements to undo the current system, known as the drain and ditch philosophy of the canal picking up the overland flows of water that go into Naples Bay, which is now detrimental to the environment and the landscape.
- Fiddler’s Creek is located at the downstream end of the project area.
- Per the District’s request to the various agencies, they are now involved in the review and permitting process.

Mr. Kurtz gave a PowerPoint presentation of the Collier County Comprehensive Watershed Improvement Plan (CCWIP) and highlighted the following:

- As the canals are constructed with control structures to hold water back to control over drainage issues and are managed in partnership with the South Florida Water Management District (SFWMD) and the Collier County Water Division (CCWD), it causes the watershed to split between Rookery Bay and Naples Bay. Consequently, Fiddler’s Creek, which is part of Rookery Bay, was reduced by 80 square miles and the Naples Bay area increased by 100 square miles. The intent now is to work towards reversing that.
- Impact to the Watersheds: Watershed is affected by hydrology and the ecology and the concept of this project is over 25 years old. The project is meant to improve the ecology of Rookery Bay, where parts might receive too much water too fast, and some parts might not receive enough. Naples Bay is also impacted, as the ecology is not up to the desired standards.

- Collier County would fund the project using funds from BP, as the County is eligible to receive funds, as a result of the oil spill years ago, and those funds can only be used for environmental restoration projects.
- Staged dependent drainage patterns change based on the weather, which impacts the watershed, and each affects the other. Systems are highly managed, but not hurricane proof.
- Retrofitting Watersheds: Several studies were performed, and the County is now in the design phase. The project will divert water with extra nutrients through the natural systems to purify it. Spreading the water into the forest would allow the water to percolate back into the ground, which is where the drinking water comes from. The waters need to be held on the land to recharge the aquifer for the water supply. The sources of the extra nutrients come from farming and lawn care activity.
- Aerial View of Fiddler's Creek, I-75, and Verona Walk: The proposed project would divert excess water out of Golden Gate canal, twice each year. The County is still in the modeling stage. The plan is to divert the water and try to get back to the historic flow patterns, overcome the ditch and drain pattern, mitigate the environmental conditions, and rehydrate the swamp.
- Picayune Strand Restoration Project: Requires adding new culverts to rehydrate the swamp to the east.
- Everything would be monitored and allow the County to manage water for drinking use, instead of over draining. The Picayune Strand Restoration Project would not impact the CDD.
- 100 cubic feet/second (cfs) is the ideal amount for water diversion, but it would more likely average 80 cfs, when available, factoring in evaporation and rain events.
- 400 acres in Naples Bay would benefit from the project and 10,000 acres in Rookery Bay. Dryer areas would be wetter.
- Permitting and design was expected to take another two years.
  - Culvert installation, dikes, slight rise in state forestry water of a few inches, and State and privately-owned land, were discussed.
- Lands transitioning to residential would allow the project to be enhanced more and monitoring would allow the flows to be turned on and off, as needed.

- A future phase would involve North Belle Meade, north of the interstate, 10 years from now.
- The County understands the systems and current flows in Fiddler’s Creek and hears the community’s concerns that were voiced in the letter to the permitting agency, including the quality of the water, water becoming too high, and monitoring water quality and amount of water. There are no wells on Fiddler’s Creek property but installing one near the Rookery might be considered.

Mr. Miller invited County Staff to return once the project begins.

**FOURTH ORDER OF BUSINESS**

**Presentation of Draft Audited Basic Financial Statements for the Fiscal Year Ended September 30, 2020, Prepared by Keefe McCullough**

Mr. Miller stated that he and Ms. Viegas submitted questions and comments to Mr. Benson prior to the meeting. Mr. Benson noted that the requested changes were incorporated and reflected in the draft being presented today. It was noted by Mr. Miller, that governmental rules for accounting differ from corporate ones and deficit reporting could cause concern to some unfamiliar with the accounting rules. Mr. Benson stated that the District is in very good financial shape.

Mr. Benson presented the Audited Basic Financial Statements for the Fiscal Year Ended September 30, 2020 and highlighted information found on various pages. The audit was consistent with past audits. It was a clean, unqualified audit, and there were no findings or instances of noncompliance.

Mr. Benson noted that the District received a large prepayment of assessments and that the deficit is net of \$20 million of depreciation. Mr. Benson stated sophisticated lenders would not be concerned about the fiscal stability of the District, if the District applies for a loan. As requested for refinancing purposes, Mr. Benson would provide the next call dates on the bonds to Mr. Adams to distribute to the Board.

Mr. Benson described the scope of testing internal controls and compliance and commended District Management on its accounting procedures.

Ms. Viegas' name would be added to Keefe McCullough's email distribution list, so that she would receive the advance copy of future draft audits to review for accuracy to ensure that the audit in the agenda package contains fewer errors.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-02, Hereby Accepting the Audited Basic Financial Statements for the Fiscal Year Ended September 30, 2020**

Resolution 2021-02 was presented.

**On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, Resolution 2021-02, Accepting the Audited Basic Financial Statements for the Fiscal Year Ended September 30, 2020, was adopted.**

**SIXTH ORDER OF BUSINESS**

**Discussion/Update: Aviamar Entrance and Aviamar Fountain Landscaping**

Resident and Landscape Committee Member Shannon Benedetti distributed a hand drawn diagram. Mrs. Adams distributed Ms. Viegas' meeting notes to replace the incorrect document that was in the agenda package. Ms. Benedetti and Ms. Viegas had an on-site meeting with Mr. Scott Smith, of Juniper Landscaping (Juniper), regarding modifying the Aviamar Entrance and the Aviamar Fountain landscaping. The following is a synopsis of the meeting:

- Mr. Smith agreed to create the landscape renderings, at no cost to the District. He acknowledged that Juniper would still have to submit a proposal and that Juniper would not automatically be awarded the contract.
- Residents want to see the fountain from the street. Trimming the Clusia plants behind the monument sign or replacing them with other plant materials was considered.
- Installing turf to break up the area in front of and behind the monument sign was suggested, as there is no design and it is just a bed of plants.

➤ GulfScapes is still not performing as directed by Mrs. Adams and Ms. Smith, such as trimming at different heights. Ms. Benedetti would meet with Mr. Barrow, on their behalf, to tour and discuss the issues. She would send Mrs. Adams a report about the meeting. Mrs. Adams was asked to discuss the issues with Mr. Grimes and request their attendance at the next meeting.

Mr. Klug suggested touring the Lely entrance; however, Ms. Viegas noted that it does not have a monument sign blocking the fountain and is elevated above the street level.

➤ Design and maintenance crews must work together to prevent the current process of replacing dead plants with smaller ones and leaving holes.

➤ The modifications would be done in three stages and include the addition of turf, along the edges, to help clean up the area, define the space, and reduce future costs. The phases were identified as Sandpiper to the monument, then the fountain, and then behind the monument.

➤ Mr. Smith would send the design plans to Mrs. Adams for inclusion on the next agenda.

Ms. Viegas conveyed her further discussions with Mr. Smith as follows and as outlined in her meeting notes which are attached to these minutes as Exhibit A:

➤ He asked if the issue was with maintenance or design. The feeling was that it was 70%:30%, as he was confident the design he created still worked, but maintenance and irrigation issues were occurring.

➤ It would be difficult to make the fountain the focus because of its distance from the street, the height of the fountain jets, and the monument sign which is directly in front of the fountain.

➤ The variety of planting materials which is identical to the Veneta fountain and adding some colors were discussed in detail.

Possibly moving the monument and the prohibitive excessive costs, were discussed by the Board.

Millbrook resident Joan Smith felt that the Board Members should inspect the area before they vote, as it was her understanding that they had not viewed the area. Mr. Klug, Ms. DiNardo, Mr. Nuzzo and Ms. Viegas stated they viewed the area and were very familiar with it.

Mr. Miller and Ms. DiNardo asked Ms. Smith why she said that no one viewed the area. Ms. Viegas stated I live there. Ms. Smith stated it is just what I am saying; I heard some Board Members had not viewed the area. Mr. Nuzzo stated he lives across the street. Ms. Viegas stated that Mr. Klug rides his bike throughout the community. Mr. Miller stated that he drives through there. Ms. Smith stated that, when Ms. Benedetti asked the question last month, no one acknowledged that they had seen it. Mr. Miller stated we have all looked at it; thank you. Ms. DiNardo stated we put in benches; we were all around that whole area. Ms. Smith stated that she hoped so. Ms. DiNardo replied yes. Ms. Smith stated because that was not the impression. Mr. Miller stated if she said it, it is true. If she said it, you do not have to hope it. If she said it, she means it. Ms. DiNardo stated we are there all the time. Ms. Benedetti stated that the report that she asked Mrs. Adams to send to Ms. Smith has photographs of everything. Ms. DiNardo stated we know that area by memory; it is ingrained.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Roadway Facilities Lease Agreement By and Between Callista at Fiddler’s Creek Condominium Association, Inc., and Fiddler’s Creek Community Development District #2**

Mr. Cole stated that he was waiting to meet with the HOA to review the punch list items and to replace the missing streetlight before the CDD accepts the roads. Mr. Pires would incorporate the scrivener’s errors Ms. Viegas identified. In response to a request, he would revise Paragraph 5 to state, explicitly, that the HOA is obligated to maintain the portions of the roadways it is retaining. Mrs. Adams noted that the Exhibits were not attached.

**On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, tabling this agenda item until Mr. Cole signs off on the outstanding HOA punch list items, was approved.**

**EIGHTH ORDER OF BUSINESS**

**Health, Safety and Environment Report**

The Health, Safety and Environment Report was provided for informational purposes.

The following response was provided to a question posed to Mr. Willis:

- Regarding approval of the vendor Radio Frequency Identification (RFID) sticker program, The Foundation was still working through a few legal issues.

**NINTH ORDER OF BUSINESS**

**Developer's Report/Update**

Mr. O'Neil had nothing to report. He responded to questions, as follows:

- Regarding the Sandpiper Gatehouse opening, there were no new updates. Mr. Nuzzo believed it was supposed to open when Florida Power & Light (FPL) connected everything and neighbors were telling him that the lights are on and they want to know why it is not open yet. Mr. O'Neil would research to determine if the road, or as stated in the prior minutes, FPL is the issue.

Ms. Viegas stated that the construction roads are not completed yet and, per Mr. Parisi's update at the last meeting, those roads must be completed before the Sandpiper entrance can open. Mr. O'Neil would follow up and try to find out when the construction roads will be completed.

**TENTH ORDER OF BUSINESS**

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

Mr. Cole presented and/or reported the following:

- Distributed Draw #169, for \$21,277.16: Q. Grady Minor, Aqua-Matic Irrigation Systems, Inc. (Aqua-Matic), and Aviamar bond renewal soft costs related to the Fiddler's Creek Plaza project. The project title was mislabeled.
- The County requested authorization from the District to proceed with repairing the damaged curb and reinforcing the valley gutters at Corfu Court to Mr. Cole's specifications. Waste Management (WM) would pay for the repairs, since they caused the damage.

**On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, authorizing the County to proceed with repairing the damaged curb and reinforcing the valley gutters at Corfu Court, in accordance with Mr. Cole's specifications, was approved.**



- Presented \$1,400 proposal for other CDD valley gutter repairs at Corfu Court, which are separate from the WM repairs. He also identified \$1,000 of non-CDD repair work. He would work with Mr. Klug to coordinate HOA approval for payment, so Collier Paving can proceed with all the projects at the same time.
- Taylor Morrison (TM) finally contracted with Collier Paving to replace almost 2,000' of valley gutter, within Oyster Harbor Phase 1, starting on May 10, 2021, at a cost of \$80,000 to \$90,000. Mr. Cole would work with the contractor to verify that the areas the Board discussed are the same areas that are on the contractor's list.
- Lake #88 Lake Bank Erosion Repair: Minor punch list items would be completed next week.
- Irrigation Repairs: A map identifying numerous necessary repairs was distributed. Proceeding with Item #8, the only CDD #2 related item, to install a temporary blow off on the irrigation main into Oyster Harbor Phase 3, which will help flush out the snails, was recommended. CDD #1 approved repairs in the mid \$40,000 range.

Ms. Viegas asked about other areas in CDD #2. Mr. Cole stated that CDD #1 agreed to cover the minimal \$450 cost.

**On MOTION by Ms. DiNardo and seconded by Mr. Klug, with all in favor, Item #8, to install a temporary blow off on the irrigation main into Oyster Harbor Phase 3, in a not-to-exceed amount of \$5,900, was approved.**

- Mr. Cole commended Aqua-Matic for getting a 30" valve operable and not having to replace it, which would have been costly.
- Topographic Survey Results - Amador Drainage Issues: Mr. Cole distributed a sketch based on the topographic survey. It indicates the existing yard drains and where he recommended installing a yard drain system with piping within the 7½' drainage easement on Lots 7, 6, 5, 4, and most of 3, which would prevent disturbing the ficus hedge, and give them the ability to work with the existing system.

Mr. Cole stated that TM never placed the yard drains in the correct spot. This proposal would require TM to obtain a 7' to 9' wide drainage easement, in favor of the District, from the

homeowners at Lots 1, 2, and 3. Mr. Pires stated that, to ensure there are no future issues, a joinder and consent of the mortgage holders, if any, would also be required, so that the easement remains active. Mr. Cole confirmed that County Staff's position was that they could not do anything about the placement of the yard drains and piping, as the County's approval of the work done by TM was based on 2015 record drawings.

Mr. Pires asked for approval to work with Mr. Cole in preparing a letter to TM's Attorney, once the Chair and Mr. Adams reviews it, thanking TM for doing the valley gutters and advising TM that the CDD has a solution to resolve the drainage issues on Campanile Circle. Mr. Miller wanted the statement about paying legal fees included in the letter.

Mr. Pires explained that, if the easement is not issued to the District, the District cannot maintain, own or operate the drainage pipes at Lots 1, 2, and part of 3, as those are located outside the drainage easement. The homeowners would be obligated to maintain them. By the District seeking the easement, the District would be assuming the obligation from the homeowner.

Resident Mark Kimmel, Lot 5 owner: This is my sixth meeting that I have come to and we just keep kicking the can in different directions down the road. From the homeowners that I have talked to, I have talked to all seven, unless they have changed their minds, no homeowner is interested in easement modification. Do it right the first time. Taylor Morrison has told me over and over and over they will gladly put the pipe in where it needs to be. They will gladly put the swale in where it needs to be but the ficus hedge is in their way that was planted twenty years ago. Move the ficus hedge. Taylor Morrison comes in, puts everything where it needs to be, and then you fix the natural barrier where it needs to go.

Mr. Miller: Who told you this?

Mr. Kimmel: I have talked to everybody.

Mr. Miller: No, who made that statement to you?

Mr. Kimmel: All the homeowners. You mean Taylor Morrison? Yes, Taylor Morrison.

Mr. Miller: Who, at Taylor Morrison?

Mr. Kimmel: Keith. I have talked to Keith. I have talked to Rob Summers...

Mr. Miller: Good. Get it in writing. Get it in writing and come back.

Mr. Kimmel: But here is the problem...

Mr. Miller: No, no, there is not a problem. Get it in writing and we can deal with it.

Mr. Kimmel: Okay. But, his suggestion... I am talking about me and my Lot #5. Yes, you can satisfy and get the drain in there but you are not addressing the property line encroachment of the ficus hedge. It is on my property.

Mr. Miller: Are you dealing with all the other lots as well?

Mr. Kimmel: Yes.

Mr. Miller: You are speaking for all of them?

Mr. Kimmel: Yes. That ficus hedge is all over the place.

Mr. Miller: Okay. We are shifting gears here. Let us finish up first with the drainage easement business.

Mr. Kimmel: It is all combined. You cannot do the drainage easement if the ficus hedge is in the way.

Mr. Pires: You just indicated that the drainage pipes can be installed in Lots 7, 6, 5, 4, and most of 3; is that correct Terry?

Mr. Cole: Yes.

Mr. Pires: And the swale can be reconstructed?

Mr. Kimmel: But you are not addressing the ficus hedge that is on my property? Every land survey imaginable puts that ficus hedge on all of our properties, in one location or another. Sometimes the whole, entire ficus hedge is on our property.

Mr. Miller: Okay, so we are no longer talking about the drainage easement?

Ms. DiNardo: No, they are talking about hedges.

Mr. Miller: I understand that but who...

Mr. Kimmel: I already...

Mr. Miller: Just hold it. We had a discussion about the drainage easement and that was not resolved. What I am trying to do is one thing at a time. I understand you are somewhat passionate about the ficus hedge and I understand why and we will deal with it but I want to deal with one thing at a time. I want to finish talking about the drainage easements and then we will get to the ficus hedge.

Mr. Kimmel: Why don't you deal with the ficus hedge first?

Mr. Miller: Because I am the Chairman. I am dealing with what I want to deal with. If you don't like it you can go. I want to finish dealing with the easement. Now you said that Taylor Morrison made certain statements to you. If they will put that in writing, we will deal with it; otherwise, we can't deal with it. So, if you want to come back with a letter from Taylor Morrison saying what you said they said, we will deal with it. Now we can talk about the ficus hedge.

Ms. DiNardo: The ficus hedge is on their property. Am I correct?

Mr. Miller: Yes.

Ms. DiNardo: It is on your personal property?

Mr. Kimmel: Yes.

Unidentified Resident: And on mine.

Other Residents: All of us.

Ms. DiNardo: And you want it removed?

Unidentified Resident: We would like to have it where it is supposed to be because it provides privacy from the road.

Ms. DiNardo: So, in other words, you are the ones in control of the ficus hedge; we have no control of it.

Mr. Kimmel: It is your hedge.

Ms. DiNardo: Not it is not.

Mr. Adams: If it is on your property, it is not our hedge.

Ms. DiNardo: It is your hedge. We do not have the authority to...

Unidentified Resident: Can we do what we want with it?

Ms. DiNardo: Well, you have to make a decision.

Mr. Pires: I can't recall if there are any landscape buffers or any other easements other than drainage. If you have vegetation that is on your property, you can, if it is on another person's property and yours, as it appears to be in this case, the property owner has the ability to trim...

Mr. Miller: His portion.

Mr. Pires: The trees back....

Mr. Adams: Near the property line.

Mr. Pires: Up and below and, if it is on someone else's property and on your property, you can trim...

Mr. Miller: To the property line.

Mr. Pires: To the property line. But, if the vegetation dies, then you have responsibility. If the hedge is entirely on your property and not on anyone else's property, then you can do whatever you want.

Ms. DiNardo: That is the legal definition.

Mr. Miller: Send the bill for your legal advice to Mr. Kimmel.

Mr. Pires: It is all part of this meeting, so...

Ms. DiNardo: So, you have to handle what is on your property.

Mr. Kimmel: I am going to handle it. I am going to handle it. I am going to hire an attorney and I am going to get the title company involved because there isn't a single survey that was done when I closed on my property that is accurate. I am going to sue CDD #2, Fiddler's Creek, both engineering firms. There is such an incestual relationship going on here, nobody is standing up for the property owners. When I closed on my property and I was handed a survey, my property does not reflect what the survey says. The County approved it. The survey company signed off on it and it is not accurate.

Mr. Miller: I suggest you talk to the people at fault; not us. That is not our problem. We are not involved in your survey.

Mr. Klug: You have a title insurance issue. We discussed this before.

Mr. Kimmel: Absolutely.

Mr. Klug: Okay. You have a title insurance problem.

Mr. Miller: I understand your passion but you are directing it at the wrong entity.

Mr. Kimmel: You have a drainage easement. The ficus hedge is in the drainage easement.

Mr. Miller: I thought you did not want to talk about the drainage easement.

Mr. Pires: Mr. Chairman, the question I have is do we have direction to send follow-up correspondence to the attorney for Taylor Morrison saying, as to lots 7, 6, 5, 4 and part of 3, here is the survey, the Engineer has advised there is sufficient room to recreate the swale and install the drainage pipes and yard drains in the area?

Mr. Miller: Let me ask you a question. The answer is clearly it would be nice for somebody to say that from Taylor Morrison, why is it proper for us to do it? What is our basis for telling them that?

Mr. Pires: The drainage system is supposed to be installed in our drainage easement.

Mr. Miller: But it is not. It is not installed on our property, so what obligation do we have? What right do we have to tell Taylor Morrison anything with regard to it?

Mr. Pires: In order to have a functioning water management system, I guess because it affects the District's water management system.

Mr. Miller: That is not on our property and it is not our fault that it is not on our property. It is Taylor Morrison's fault that it is on the homeowners' property. So, what is our basis for giving the instruction?

Mr. Klug: We are just trying to get the ball moving.

Mr. Miller: Yes, I understand that but I do not want to assume any obligations.

Mr. Klug: I do not see where we are assuming any obligations if we simply ask Counsel to direct a letter to Taylor Morrison, as we have discussed.

Mr. Pires: Inaudible comment.

Mr. Miller: Fine but I want it to be clear in that letter that we do not own the property on which the drainage system is based.

Mr. Pires: I think it has been clear. The record shows that you are not the property owner and it is an easement in favor of the District.

Ms. DiNardo: But also, the issue of the hedges. He is talking about hedges and it is Taylor Morrison that he bought the property from and those hedges were there so I assume Taylor Morrison was the owner of the hedges.

Mr. Pires: We told Taylor Morrison that for them to now use the berm and hedges as an excuse is disingenuous because they were aware of it at the time they began developing the property. It is not Taylor Morrison's property now.

Ms. DiNardo: But at the time, it was so they should address the issues of the hedges as well. It is on their property.....The bottom line is we do not have the authority. We do not have the legal authority to go and do anything. It is the issue of Taylor Morrison. All your other issues are surveys and things like that, the District is not involved.

Mr. Kimmel: You are missing. You are missing a huge part of this.

Mr. Miller: Which is?

Mr. Kimmel: The drainage easement is 15.5' wide; 7.5' of that is on my property and 7.5' of that is on your property. Your hedge is taking up the 7.5' on your property and it takes up about 3' on my property. That hedge is huge.

Mr. Klug: Let me be clear, even though it serves as a buffer to all of your lots, you want that ficus hedge totally torn out.

Mr. Kimmel: Yes, and put the swale in and the drainage in where it needs to be.

Mr. Klug: But you understand that, when we replant, you are not going to have that vegetation buffer.

Mr. Kimmel: We understand that.

Mr. Klug: You are going to be looking at cars going by.

Mr. Kimmel: We understand that.

Mr. Klug: So, every lot owner is going to recognize that and acknowledge that before we do anything?

Mr. Kimmel: We understand that.

Mr. Klug: Good.

Mr. Kimmel: But the drawings require a buffer or a natural barrier so, when you cut out the ficus hedge, you are going to have to put it back where it should have been or something.

Mr. Klug: Got it, but it is not going to be the same.

Mr. Kimmel: I understand that but it will grow.

Mr. Klug: That is fine. Just so you acknowledge that in writing before.

Mr. Kimmel: Yes. It will grow. I put clusia between my house....

Ms. DiNardo: But that should be the responsibility of Taylor Morrison, in part, because it is his hedge. Taylor Morrison, I mean, we are going in there, we are taking in those expenses, it is not our expenses.

Mr. Miller: Nope.

Ms. DiNardo: That is the issue. It is the cost. Who is going to pay for it if it is not the District's cost? We have an obligation to pay for what the District is responsible for. We can't just take money and spend it.

Mr. Miller: But we are losing our administration.

Mr. Kimmel: But 7.5' of that easement is filled with ficus hedge so you are going to have to spend the money and get the ficus hedge out of their way so they can do it the way it should have been done.

Ms. DiNardo: Taylor Morrison has to do it.

Mr. Kimmel: Taylor Morrison will do it.

Ms. DiNardo: He has to do the hedges; that is the issue.

Mr. Klug: We are going in circles...

Mr. Kimmel: It is not Taylor Morrison's hedge; it is your hedge.

Mr. Klug: Inaudible comment.

Mr. Kimmel: I am done with you guys. I am. I am going to get the title company involved. I am going to get the County involved.

Mr. Miller: You should have done that.

Mr. Kimmel: I am going to get the attorneys involved. You know what? I am also going to go to the media.

Mr. Miller: Do what you want to do.

Mr. Kimmel: This is so easy to fix it is unreal. You are all on the same team but no one....(break in audio)...reflect what I bought and nobody wants to fix it.

Mr. Miller: Now, let me tell you something. You came here and complained about a survey; that is not our issue.

Mr. Kimmel: You have gotten three surveys.



Mr. Miller: No, we are talking about the survey for your property. That is not our...

Mr. Klug: The survey company did the survey. They certified it. We didn’t survey, they did. Take it up with the surveying company.

Mr. Miller: You complained about the title company; that is not our problem either. Inaudible yelling.

Mr. Kimmel: Have a good day.

Mr. Miller: We will now, goodbye.

Mr. Kimmel: You know, there is no drainage tile underneath my property line. Please do not have anyone trespass and put one in there.

Mr. Pires: For the record, if the District installs drainage facilities in its drainage easement, it is not trespassing; we have a dedicated drainage easement.

**ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of March 31, 2021**

Mrs. Adams presented the Unaudited Financial Statements as of March 31, 2021. She distributed the Financial Highlights Report and noted that the credit due from CDD #1, for the fountain repairs, was received.

Ms. DiNardo asked why the “Roadway maintenance” line item exceeded budget, Mrs. Adams explained that certain projects and repairs completed this year were not budgeted. She would add a new capital outlay “sidewalk/curb/gutter repairs” line item to the proposed Fiscal Year 2022 budget.

In response to a suggestion by Ms. Viegas and Board discussion, Staff was directed to research securing a \$300,000 line of credit with Iberia Bank, similar to the one CDD #1 obtained, due to the impending hurricane season. Board Members with banking connections were encouraged to obtain information about a line of credit.

The financials were accepted.

**TWELFTH ORDER OF BUSINESS**

**Approval of March 24, 2021 Regular Meeting Minutes**

Mrs. Adams presented the March 24, 2021 Regular Meeting Minutes. The following changes were made:

Line 35: Insert "MS. VIEGAS' AND MRS. ADAMS'" after "FROM"

Line 76: Insert "of" after "issue"

**On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the March 24, 2021 Regular Meeting Minutes, as amended, were approved.**

**THIRTEENTH ORDER OF BUSINESS**

**Public Comments**

There being no public comments, the next item followed.

**FOURTEENTH ORDER OF BUSINESS**

**Staff Reports**

- **Operations Manager: *Wrathell, Hunt and Associates, LLC***

**This item, previously Item 14C, was presented out of order.**

The Field Operations Report was included for informational purposes.

Mrs. Adams would take the following actions:

- Have the Veneta fountain inspected and obtain cost to have the tiles cleaned, as green or turquoise markings were identified on the tiles inside various areas of the fountain.
- Research to engage a vendor to clean the outside of the urns, as LandCare takes care of the liners. Since LandCare was negligent, it was suggested that LandCare pay for the cleaning.

Ms. Viegas stated that she notified Mrs. Adams that LandCare installed the bench at the wrong location, instead of at Sandpiper, and asked when it would be corrected. Mrs. Adams stated that the bench would be relocated today.

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

**I. Update: *Amaranda Landscape Maintenance***

Mr. Pires stated that a response from the Management company was pending.

**II. Update: *Halvorsen Traffic Signal Contribution Discussion***

Mr. Pires stated that he was waiting for Mr. Parisi to schedule a meeting with Halvorsen.

Mr. Miller noted that Mr. Parisi was out but due to return today.

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

**I. 1,188 Registered Voters in District as of April 15, 2021**

**II. NEXT MEETING DATE: May 26, 2021 at 10:00 A.M.**

○ **QUORUM CHECK**

The next meeting would be held on May 26, 2021 at 10:00 a.m.

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

This item was presented earlier during the Fourteenth Order of Business.

**FIFTEENTH ORDER OF BUSINESS**

**Supervisors' Requests**

There being no Supervisors' requests, the next item followed.

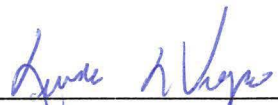
**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business to discuss, the meeting adjourned.

**On MOTION by Ms. DiNardo and seconded by Mr. Klug, with all in favor, the meeting adjourned at 12:25 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

  
Secretary/Assistant Secretary

  
Chair/Vice Chair

EXHIBIT A

Linda Viegas Notes on 4/15 Meeting  
with Scott Smith and Shannon Benedetti  
Regarding Aviamar Entrance and Aviamar Fountain Landscaping

## **Notes on 4/15 Meeting with Scott Smith and Shannon Benedetti Regarding Aviamar Entrance and Aviamar Fountain Landscaping**

*The areas reviewed for which Ms. Benedetti is requesting modifications are the center section between Sandpiper Drive and the traffic circle, and the section around the fountain. It was agreed the areas on both sides of the entrance do not require any modification.*

### **Is the Problem a Maintenance Issue or a Design Issue?**

- Mr. Smith asked if we would be having this meeting if the maintenance was being done correctly.
- Mr. Smith explained the goal of the design and said it is doing what it is supposed to do, but it is not being maintained properly. He mentioned concerns with the replacement of dead plants. There are still holes in areas, replacement plants are of a different variety in some spots (Bougainvillea), and irrigation heads are at different heights when not necessary. He offered to send out his maintenance people to review the area. *(Note: They came out after our meeting.)*
- Mr. Smith also explained the heights of the different plantings were incorrectly trimmed in many areas which impacted the overall look. The plantings should have a layered and tiered effect but that is not happening with the current maintenance trimming.
- Mr. Smith feels the problem with the areas is 60-70% maintenance and only 30-40% design/plantings.

### **Making the Fountain the Focus:**

- Mr. Smith agreed that it would be impossible to make the fountain the focus no matter what design/planting is used.
- The distance of the fountain from the road, the height of the fountain, and the monument sign directly in front of the fountain prevent it from being the focus.
- The most that could be done is to lower the Clusia plantings behind the monument sign and add some color on the ends of the monument sign by replacing some of the Clusia plantings that are there. Copperleaf was suggested as one possible replacement.

### **Discussion of Plantings:**

- The variety of the plants at the Aviamar fountain are the same as at the Veneta fountain. No modification is being requested at Veneta. LandCare is the current maintenance provider at Veneta and Gulfscapes is the current maintenance provider at Aviamar.
- Mr. Smith stated the Bougainvilleas are “bulletproof” plants. Some of the variety used do not do as well as other varieties. Ms. Benedetti would like to see much of the Bougainvilleas in the center section removed and replaced with other plantings. She does not consider them “bulletproof.”
- Mr. Smith felt the Bougainvilleas are the best choice but would look for others that would do well. He said he had spent time, and would spend more time, driving around and seeing what plantings did well in the community. The assumption is the soil is the same in all locations.
- Mr. Smith suggested smaller plantings be used in a small section of the front area adjacent to Sandpiper Drive. He said one option for the section is annuals that would need to be

replaced with other annuals throughout the year. I suggested due to the costs and issues with constant replacement he try to find a perennial solution.

- The Firebush and Copperleaf have consistently done well so they will remain.
- Duranta (gold mounds) plants were discussed. It was felt there were too many, and they are not thriving. They are doing well in some areas. Mr. Smith will look for a replacement or minimalization of them.

#### **Turf:**

- The addition of turf in the front section where the Duranta are located was discussed to break up the area.
- I raised a concern about residents using the turf areas as a walkway but agreed the plantings need to have some type of break.

#### **Fountain Area:**

- The area behind the fountain is in good shape and does not need to be addressed. Some of the Duranta will be removed with more Bougainvilleas replacing them up to the back wall of the fountain.
- More turf was suggested as an addition to the front area of the fountain adjacent to the road. New plantings with color will be added immediately in front of the fountain.
- Part of the reason for the turf addition is due to the spray from the fountain that causes damage to the plantings. The spray will go past the new plantings onto the turf.

#### **Three Phase Approach:**

- The areas being reviewed can be broken up into three phases.
  1. The front section from Sandpiper Drive to the monument sign.
  2. The middle section from the monument sign to the circle.
  3. The section around the fountain.
- When Mr. Smith submits his design, he offered to also provide pricing using the three phase approach.
- Mr. Smith will also provide the maintenance required for his design so if it is approved the installer and maintenance provider chosen will know what needs to be done.
- Mr. Smith expects to have his design ready to present to the CDD2 Board at the May meeting.

*As requested by the Board, I told Mr. Smith that even though he is doing the design, it did not mean Juniper would be chosen as the installer. I also noted that Gulfscapes is the current maintenance provider and would be until the service is bid.*