

**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 September 22, 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

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Ron Albeit	Foundation General Manager
Joe Parisi	Developer’s Counsel
Dan Frechette	Fiddler’s Creek Security
Richard Renaud	Fiddler’s Creek Security
Todd Lux	Fiddler’s Creek Director of Facilities
Joan Smith	Resident
Deborah Woods (via telephone)	Resident
Margie Cardillo	Resident
Jonathon and Rhonda Ile	Residents

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 10:02 a.m. Supervisors DiNardo, Miller, Viegas and Nuzzo were present in person. Supervisor Klug was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments: Non-Agenda Items**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Update: Line of Credit for Impending Hurricane Season**

*Disclaimer: These minutes are a summary of the meeting and are intended to highlight the topics discussed, items considered and actions taken.*

Mr. Adams stated his last communication with IberiaBank was that the submitted documentation was being reviewed and, as he had not heard anything in two weeks, he would follow up on the application. Mr. Miller asked to be advised if there is no response so that he can reach out to his contact.

Mr. Miller asked if the terms of the credit line were discussed and whether they would be the same as the Letter of Credit for CDD #1. Mr. Adams stated he would expect the terms to be similar. The CDD would be required to maintain a \$300,000 deposit; however, the Agreement stipulates that the CDD is not required to use those funds prior to accessing the line of credit. Mr. Miller stated he wanted it clarified that the \$300,000 is not collateral. Mr. Adams stated the same language utilized for CDD #1 would be included in the CDD #2 Agreement.

Ms. Viegas asked Mr. Adams if the other banks she and Mr. Pires suggested were contacted or if he felt comfortable that IberiaBank would approve the line of credit. Mr. Adams stated he was comfortable that the line of credit would be approved.

**FOURTH ORDER OF BUSINESS****Health, Safety and Environment Report**

Mr. Lux reviewed a PowerPoint presentation and provided the following updates:

➤ Tree Canopy Trimming: Fruited palms were trimmed in September except for those on the north buffer wall along US 41, that would be trimmed in October. High palm trees in the buffer around Veneta that require special equipment would be completed in October.

Mrs. Adams stated the sabal palms in Veneta have not been trimmed. Mr. Lux stated he would check the schedule and advise Mrs. Adams of when they will be trimmed.

Mr. Miller asked if Juniper leaves its equipment on site. Mr. Lux stated, when the high palms are being trimmed, Juniper is permitted to leave some equipment on site; Juniper typically has a crew working in Fiddler's Creek every day.

- **Irrigation and Pressure Washing Efforts – Todd Lux**

➤ Pressure Washing: Crews encountered some rain delays. Work was underway on Fiddler's Creek Parkway. Crews perform equipment maintenance and repairs when working conditions are unsafe to perform cleaning.

Mr. Miller asked if the new equipment was in use. Mr. Lux stated it was not. A Purchase Order was signed and the equipment should be delivered in December. The new equipment will have an enclosed cab with air conditioning and will be much more efficient. The current

equipment requires two passes to clean both the curb and valley gutter, but the new equipment will clean the curb and valley gutter in one pass.

➤ For the next 30 days, pressure washing on Fiddler's Creek Parkway would continue in the CDD #1 villages and on Club Center Boulevard.

Before and after photos of pressure washing the Sandpiper gatehouse at the US 41 entrance and maps of completed, ongoing and scheduled pressure washing were displayed. Mr. Miller asked how long it takes to pressure clean the entire community. Mr. Lux stated that it takes a year. While every community is pressure cleaned once a year, the schedule is planned for 11 months to allow for equipment and weather delays and vacations. Monuments are cleaned during community cleaning and those that do not need to be cleaned when scheduled may be postponed until necessary. Unsafe sidewalks are prioritized over aesthetic cleanings. Additional cleanings would be scheduled, when necessary, upon request. When new equipment is received, the old equipment would be retained and maintained as backup equipment.

- **Security and Safety Update – Dan Frechette**

Mr. Frechette introduced Mr. Richard Renaud, afternoon Supervisor.

Mr. Frechette reviewed a PowerPoint presentation and provided the following updates:

➤ Update – Gate Access Procedures: Anyone calling 911 for an emergency was asked to inform Community Patrol about the incident.

➤ Gate Access: The average per day of the week and monthly totals for each day of the week were presented.

Mr. Miller asked if there were two simultaneous roving patrols. Mr. Frechette stated that, the majority of the time, there are two simultaneous roving patrols. Mr. Miller asked if one was in CDD #1 and one was in CDD #2, Mr. Frechette discussed the patrol areas and stated they are not split in that way; rather, they run continuously in designated areas as the needs dictate. Asked if he would consider splitting the patrols between CDD #1 and CDD #2, Mr. Frechette stated he would consider it. It may be beneficial so the patrols could get to know the areas and residents.

➤ Occupancy: 929 units were occupied, which was a decrease from last month.

➤ Incidents: The "Officer Complaints" category was changed to "Officer Observations". Parking incidents decreased greatly, but still represented the greatest number of incidents.

Mr. Miller asked what "Resident Complaints" referred to. Mr. Renaud and Mr. Lux stated complaints could include things such as a knocked down stop sign, an irrigation break, a dumpster parked on the road, etc.

➤ Staffing: Numerous applications were received for the open positions. Interviews were underway.

Mr. Miller asked for the full complement for staffing. Mr. Frechette stated the department would be fully staffed with 21 and there were currently 19. One new access control officer would be dedicated to access control, the radio-frequency identification (RFID) program, and updating the database.

Ms. Viegas asked what happened to the Dorado sales sign at the entrance to Aviamar because there were orange cones where it was located. Mr. Frechette believed it was taken down for maintenance. Ms. Viegas asked if the vendor RFID program was completed yet. Mr. Frechette stated it was still being implemented. The RFID vendor was creating a separate group which would be helpful.

Resident Joan Smith asked if renters receive RFID stickers for their vehicles. Mr. Frechette stated that renters can pay for an RFID sticker that would be deactivated at the end of the lease, or they can request a temporary or paper pass.

Mr. Parisi stated that there should be no rentals shorter than one month and asked to be notified if any renter makes such a request.

Discussion ensued about a Millbrook resident's observations regarding a rental home that may be subleasing for fewer than 30 days. Mr. Miller stated that subleasing is a very serious matter of which The Foundation is aware. Mr. Parisi discussed The Foundation's attempts to follow people, identify those involved, and notify property owners and rental websites, such as Airbnb, that rentals of less than 30 days are not allowed in Fiddler's Creek. He asked to be informed of suspected violations.

Mr. Miller stated that short-term leases are not permitted. Long-term rentals are not an issue.

Mr. Nuzzo asked for the policy for unauthorized vehicles, such as SUVs parking overnight. Mr. Frechette stated unauthorized vehicles are tagged right away. After multiple tags, a violation letter is sent. Tickets are not issued for the first offense.

Mrs. Adams asked if The Foundation would re-implement streetlight outage reports because she has not seen one in a long time. Mr. Renaud stated he did not realize she should receive the reports. He would send them to her going forward. Mr. Miller stated the CDD is responsible for the streetlights and outages should be reported to the contractor, Bentley Electric (Bentley), right away when necessary. Mrs. Adams stated she contacted Bentley following the last meeting as there was a list of outages within the community.

**FIFTH ORDER OF BUSINESS****Update: Status of Taylor Morrison Faulty Design Issues and Potential Claim for Associated Engineering and Legal Expenses**

Mr. Pires stated that Mr. Cole distributed an update on the possible remedial action plan discussed at the last meeting.

Mr. Cole stated he received proposals from GulfScapes and LandCare concerning different options for drainage piping along the rear swale. He distributed an email with the proposals and a diagram. The GulfScapes proposal to install drainage piping and a few yard drains was approximately \$16,400 and their proposal for removing the ficus hedge and installing a swale per the original plan and reinstalling landscaping was \$61,000. LandCare's proposal for drainage piping only was approximately \$91,000 and their proposal for the more extensive repair was approximately \$146,000.

Mr. Cole stated his previous estimate for the simpler fix was \$20,000. He recommended selecting the less extensive GulfScapes option for installation of drainage pipes along the green space buffer areas on the west side of Fiddler's Creek Parkway just adjacent to Amador. This option would collect the water into the lake, where it was intended to go in the first place, without all the cost and effort of removing the ficus hedge, etc.

Mr. Pires stated on the detailed diagram it appeared that the proposed yard drains would be located within the 15' wide drainage easement. Mr. Cole stated that the Lot 7 yard drain is currently outside the drainage easement on the homeowner's property. Mr. Cole said the two new proposed yard drains would be within the 15' drainage easement.

Mr. Pires recommended that the yard drains currently located outside the drainage easement be moved into the easement. Ms. DiNardo stated that none of the new drainage

would be attached to the homeowners' existing drainage. Mr. Miller expressed concern about the CDD participating in drainage outside of the drainage easement.

Mr. Cole stated he understood the concern and discussed the following:

- Lots 6 and 7: Two new yard drains would be installed inside the drainage easement.
- Lots 4 and 5: The new yard drains shown would be installed inside the drainage easement.
- Lots 1, 2, and 3: Existing yard drains already tied into the lake, which were not proposed for any revision, are drained by yard drains installed by Taylor Morrison (TM) outside the drainage easement.

Mr. Miller asked if property owners are aware of this information. Mr. Cole stated that TM advised him that they would work to remedy the lots as necessary. Mr. Miller stated he would like to get indemnity on liability from TM for the homeowners.

Mr. Pires stated the scope of work needed to be agreed upon, as the scope of work would dictate what indemnifications, if any, would be necessary. If the yard drains would remain in Lots 1, 2, and 3 and they are not District facilities, the property owners would be responsible for maintaining those yard drains.

Mr. Miller stated he wants to insist on an indemnity from TM so there are no claims from homeowners that the CDD should have remediated.

Ms. DiNardo felt that the homeowners of Lots 1, 2 and 3 need to be notified that they are responsible for drainage located outside the easement.

Mr. Cole stated the GulfScapes proposal is \$16,400 and suggested a budget of \$20,000 be established to account for a contingency and any other additions, such as adding yard drains. Mr. Miller felt that the contingency was reasonable. He thought the concern is about who would pay and stated that, in his opinion, it should be TM and not CDD #2.

Mr. Cole stated TM indicated they would work with Lot 1, 2 and 3 homeowners, where the existing yard drains are outside the easement. It is not as easy as installing additional yard drains because there is a berm. These yard drains are where they are because they are in the low points.

Ms. DiNardo asked if Mr. Cole brought it to TM's attention that they would be responsible for whatever the CDD is doing on their behalf. Mr. Cole stated he had not.

Mr. Miller stated the consensus was that TM is responsible for the \$20,000 repair. He reminded the Board that it took Mr. Cole six months to get this meeting. Mr. Cole stated he has been working on this issue for two years.

Ms. Viegas asked if the need to move the drains in Lots 6 and 7 was because they do not currently flow into the lake. Mr. Cole responded affirmatively and stated TM installed yard drains to the County canal rather than the internal lake.

Mr. Miller expressed concern that even the remedial action is outside the easement.

Mr. Parisi stated he was working with TM to remediate issues on the rear lots in Oyster Harbor (OH). He stated if Mr. Cole would send this issue to him, he would add it to his list of complaints for TM to address.

Mr. Miller stated that would be good. He stated that he was also concerned that the remediation of the issue is a continuation of the facilities being outside the drainage easement. He felt that the issue may impact the ability to sell the lots and reiterated the need for indemnification from TM. Mr. Parisi stated it would behoove TM to have owners sign off on the work to be done. Mr. Miller stated he wants the indemnity from TM and for TM to pay all the CDD's Engineering and Legal fees incurred for the services of Mr. Cole and Mr. Pires related to this matter. Mr. Parisi asked for the information to be sent to him. He would contact TM and include Mr. Pires on the email. Mr. Miller thanked Mr. Parisi for his assistance. Discussion ensued regarding various attachments and the parties to receive a copy of the email correspondence with TM.

Ms. DiNardo asked if the drainage issues being discussed are the ones causing lake erosion. Mr. Cole stated they were not. Those would be discussed shortly.

Mr. Miller asked Mr. Pires and Mr. Cole to forward their fees to Mr. Parisi to send to TM.

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

Mr. Parisi reported the following:

- Approval was received from Publix for the service exit rolling gate work to be done. Permits should be received, the gate fabricated, and work completed within six to eight weeks.
- Certificates of Occupancy (CO) for the gatehouse were received and would be provided to Mr. Adams. A link to all warranty documentation would be shared to all.

➤ Kumamoto Lane: Work has been delayed in part due to rain. He hoped the holes would be filled by the end of the week. The curbs need to be corrected. When TM is done, asphalt would be installed on Belon Lane, Quilcene Lane, and Kumamoto Lane.

Ms. Viegas asked if a resolution on the undeveloped land in Amaranda was reached. Mr. Parisi stated he believed there is a Maintenance Agreement between CDD #2 and Amaranda's HOA. Ms. Viegas stated that is a different area.

Mrs. Adams stated there were two different areas. The Maintenance Agreement provided for Pulte to install landscape beds in CDD property and for the HOA to irrigate, landscape, and maintain them. Beyond that lies a section of undeveloped property that belongs to the CDD. Mr. Parisi stated the land would not be developed. Mrs. Adams stated the CDD bushhogs that area and noted there is no irrigation in the area in question.

Mr. Miller asked Mr. Adams to look up the property in question.

Ms. DiNardo stated it would not be possible to landscape the land without irrigation. The CDD began bushhogging the land to alleviate resident complaints about the growth. Mrs. Adams asked why the land was deeded to the CDD.

Upon locating the property in question, Mr. Adams stated the owner of the land was listed as FCC Preserve. Mr. Pires stated the preamble on the Agreement with Amaranda states that the land is dedicated to the CDD as open space for landscaping purposes which gives the opportunity but not necessarily the obligation to the CDD to do the landscaping. Possible uses, obligations, and maintenance of the land were discussed. Mr. Miller stated the CDD needs to decide what, if anything, is to be done with the property, meaning do nothing and continue to pay for minimal maintenance, enhance the property with landscaping, or do nothing.

Mr. Miller stated the alternatives were the following:

1. Continue bushhogging and do only minimum maintenance.
2. Enhance the property with decorative plantings.
3. Do nothing.

Ms. Viegas motioned to do nothing and stated that she does not believe the property belongs to the CDD. Ms. DiNardo seconded the motion.

Ms. DiNardo stated she understands the reason for the CDD to bush the area, it would be necessary to explain to residents why the area is not maintained. Ms. Viegas voiced her



opinion that homeowners would not complain because the landscaped areas hide the tract behind it.

Mr. Cole stated, to the best of his recollection, the tract is dedicated to CDD #2 for maintenance and, while the level of maintenance is up for debate, doing nothing is not an option. Because the tract is dedicated for maintenance purposes, a maintenance schedule may be developed. Mr. Pires stated he would review the plat to determine whether a maintenance obligation exists and the minimum maintenance obligations, if the CDD is obligated to maintain the area.

This motion was tabled until the next meeting.

**SEVENTH ORDER OF BUSINESS**

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

Mr. Miller asked Mr. Cole to respond to the following:

- Mr. Nuzzo's issue regarding OH and the lake.
- Mr. Frank Sodano's email related to road construction.

Ms. Viegas stated Mr. Parisi already addressed the issues in Mr. Sodano's email and stated the roads do not belong to the CDD yet. Mr. Miller stated he still wanted to hear from Mr. Cole in case the road could be repaired now.

Mr. Cole stated Mr. Parisi addressed the issues and indicated cleanup would be done and the potholes would be patched as necessary. At the appropriate time, the final lift of paving would be done.

Mr. Parisi stated he hoped the holes in the asphalt would be repaired by the end of the week. He believed the work on Belon Lane and the other streets was completed and the valley gutter was done. He hoped the big patches on Kumamoto Lane would be done by the end of the week, if rain does not cause further delays. He stated Belon Lane might be completed early.

**A. Update: Cost Estimates for Proposed Remedial Plan, Plats and Pool Permits**

- I. **Proposals to Install Yard Drains Outside the Ficus Hedge (*to be provided under separate cover*)**
- II. **Proposals to Remove Ficus Hedge and Have Yard Drains Installed in Correct Locations (*to be provided under separate cover*)**

These items were presented during the Fifth Order of Business.

**B. Lake Erosion Report**

Mr. Cole reported the following:

- There were numerous emails and calls regarding the lake erosion repairs in OH. TM has been out the last few weeks and TM's contractor Ryangolf is repairing the lake banks.
- Inspectors have been out and talked to several homeowners to explain what is being done. Work was being done in every lake adjacent to homes in OH.
- There have been many inspections and reinspections of completed work. There has been a lot of rain and the lakes were inspected again after the rains.
- Some lake work was completed. Lake 7 is being finished now.
- Several inspections were done with TM before the work started. Staff identified what work is TM's responsibility and what work is the responsibility of the homeowners.
- TM chose to perform all the repairs. A dozen homeowners did some work that TM did not do. The locations of those repairs were noted.
- All repairs must be completed before the CDD accepts responsibility for the lakes. TM getting paid for what homeowners may have been responsible for is not Staff's issue, but those repairs would be identified.
- TM repaired long stretches of erosion identified by the CDD.
- Lake erosion continuously occurs due to water and wind lapping against the banks. Areas that are not considered TM's responsibility were identified. Those areas would be monitored and added to the Annual Lake Erosion Repair Project list. Some homeowners may not be satisfied with that action, but that is the CDD's procedure.
- So far, the work done by TM has been satisfactory. Some punch list items would be addressed over the next couple of weeks.

Mr. Nuzzo stated, as he discussed with Mr. Cole, many new OH residents complain because they are uninformed. He realizes Mr. Cole is proactive, but noted that sod was installed and then torn up and then reinstalled. He felt that any damage to a homeowner's property should be TM's responsibility. Mr. Cole stated, in some cases, TM is going between the homes to access the lakes. Staff would be monitoring for any damage.

Mr. Miller asked if geotubes would be needed at some point. Mr. Cole stated, at some point, geotubes would likely be needed, but it is not imminent based on the current conditions. Geotubes could be needed within a few years.

Mr. Nuzzo asked about a resident concern about fungus in the lakes. Mr. Cole stated he just heard about that. SOLitude, the lake maintenance contractor, would address that issue.

Mr. Cole stated, aside from lake bank erosion, there are ongoing roadway and valley gutter issues with TM. TM replaced a couple thousand feet of valley gutters. A few spots need to be filled in and Staff would make sure that the work is done. Two homes on Quilcene Lane still need to be finished before the final lift of asphalt.

Mr. Nuzzo asked if the two holes on Fanny Bay Lane that he documented with photos are on the list to be repaired. Mr. Cole replied affirmatively.

Regarding the proposed traffic signal on US 41 at Sandpiper, Mr. Cole stated he spoke to the consultant conducting the traffic studies. The consultant visited last week and observed little to no traffic, even though Publix is open. As Mr. Frechette noted earlier, traffic in Fiddler's Creek is down from last year. In the consultant's opinion, it is a waste of time and money to conduct traffic studies now so it will be on hold for a couple of months until season begins.

Mr. Miller asked if the traffic study in advance of the traffic signal on 951 was conducted during season. Mr. Albeit replied affirmatively.

Mr. Cole distributed Draw #172 for approximately \$47,000. Half was related to soft costs for inspections and performance bond renewals. GradyMinor submitted paperwork to significantly reduce the amount of the bond and it was hoped that the CDD would get 75% of the funds back from the \$19,000 Fiddler's Creek Plaza subdivision bond renewal. Approximately \$22,000 of sewer punch list work was completed in Aviamar for Phase 5, Unit 2. Final acceptance was needed.

Mr. Cole stated he and Mr. Pires reviewed the OH Phase 3B replat for two cul-de-sacs that GradyMinor submitted for review. They were recently approved by Collier County. Aquamatics also reviewed the plats because they are installing the irrigation for the back of the lots, as they have done for all of Fiddler's Creek. The GradyMinor plans show the irrigation line going down the middle of the main street. Mr. Cole suggested having the line go behind the home lots so an easement would be needed. Mr. Pires stated his scriveners' revisions were accepted.

Mr. Cole suggested the Board allow Staff to continue working with GradyMinor and the Developer to make sure that the plats have the needed easements.

Mr. Parisi stated he needs to review the plats with GradyMinor because Aquamatics is making suggestions. Lake easements and plats were discussed in detail. Mr. Miller asked for Mr. Cole, Mr. Pires, and Mr. Parisi to discuss the issues and present them to the Board.

**EIGHTH ORDER OF BUSINESS**

**Update: Fiddler’s Creek Plaza Sidewalk Issues**

- **Sidewalk Easement**

Mr. Pires stated during the Fiddler's Creek Plaza construction a portion of the sidewalk was found not to be in the CDD #2 easement. An exhibit with the section highlighted and the Grant of Sidewalk Easement were included in the agenda book.

The following change was made at Mr. Miller’s request:

Page 1, last sentence, beginning of second to last line: Delete “upon”

**On MOTION by Ms. DiNardo and seconded by Mr. Miller, with all in favor, the Sidewalk Easement, as amended, was approved.**

**NINTH ORDER OF BUSINESS**

**Update: Halvorsen Contribution for Traffic Signal**

Mr. Pires stated the CDD #1 Board took action at its meeting and proposed that the Halvorsen Agreement should be renegotiated so that the \$200,000 contribution from Halvorsen, Publix's Developer, be taken off the initial cost of the traffic signal so it benefits both CDDs. CDD #1 will hire a lawyer to address the issue because Mr. Pires advised that he cannot participate in discussions of any fashion due to a conflict of interest since he represents both CDDs.

Mr. Miller stated the \$200,000 is money to which CDD #2 is legally entitled as a matter of law under a contract between CDD #2 and Halvorsen, about which CDD #1 had knowledge but they did nothing since this happened. He does not believe CDD #1 has any entitlement to that money and, in his opinion, renegotiation would be absurd. His concern was that the Agreement stated CDD #2 would receive the funds after the light is installed and he asked for the Agreement to be renegotiated so that CDD #2 would receive the monies when CDD #2 is

required to fund construction of the traffic light, rather than receive a reimbursement after the fact. He felt that CDD #1 has no right to the monies.

Ms. DiNardo observed that the contribution was being made on behalf of a commercial area in CDD #2. As there is also a commercial area in front of CDD #1, CDD #1 should have the same opportunity to ask its tenant to participate in a similar manner.

Mr. Miller agreed and stated that CDD #2's commercial area is developed, but CDD #1's is not. He felt strongly that there is nothing to renegotiate.

**On MOTION by Mr. Miller and seconded by Ms. DiNardo, with all in favor, the decision not to renegotiate the Agreement, was approved.**

Ms. Viegas asked if Halvorsen was approached to supply the contribution sooner as was discussed in previous meetings. Mr. Pires stated he inquired with Halvorsen, but he had not received a response, and now he can no longer participate in those discussions. Ms. Viegas asked Mr. Parisi to follow up.

**TENTH ORDER OF BUSINESS**

**Discussion: Memorandum to the Board of Supervisors Regarding Consideration of Acceptance of Deeds for Fee Simple Ownership of Various Landscape/Buffer Tracts Within Fiddler's Creek Community Development District 2**

Mr. Pires reviewed the Memorandum regarding tracts of land that needed to be conveyed to the CDD.

Ms. Viegas stated she contacted Mr. Pires about one of the deeds. The Warranty Deed for Tract D included a section giving the Developer a signage easement for sales purposes. In her opinion, there was no justification to include that since there is no land in that area left to be developed or sold.

Mr. Pires stated five tracts were involved and two additional tracts would be addressed in the future. Mr. Miller asked if a title company was involved in the deeds. Mr. Pires stated there was not. An affidavit is given by the lawyer who did the deeds.

Mr. Pires discussed the deeds and discussed Ms. Viegas’ concerns. Mr. Parisi stated he would need to review the deeds. Mr. Pires stated Tract D is located on Fiddler’s Creek Parkway. Mr. Parisi suggested this be tabled pending further consideration.

Mr. Miller stated he had a problem with another section of the deeds, specifically the last paragraph about a lawful claim to the property. He felt that the way it reads, if there is an unlawful claim, the CDD could pay a large amount in legal fees that he believed the Grantor should pay. Mr. Miller stated he wants the word “lawful” removed from every deed.

Mr. Pires stated all the deeds have been recorded but an acceptance is required for deeds to be conveyed. If the CDD does not accept them, then the property would be deeded back and corrective actions would be taken.

Mr. Pires stated he would work with Mr. Parisi regarding the proposed changes. The deeds would hopefully be presented again at the next meeting.

**ELEVENTH ORDER OF BUSINESS**

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

Mrs. Adams distributed the Financial Highlights Report.

Ms. Viegas stated she contacted the District Management team with her questions and they were addressed in the Financial Highlights Report.

Mr. Miller asked if the budget for “Engineering” was increased enough, given the actuals were so far over budget. Mr. Adams confirmed that a sizeable increase was made to the “Engineering” line item in the adopted Fiscal Year 2022 budget.

The financials were accepted.

**TWELFTH ORDER OF BUSINESS**

**Approval of August 25, 2021 Public Hearings and Regular Meeting Minutes**

Mrs. Adams presented the August 25, 2021 Public Hearings and Regular Meeting Minutes. The following changes were made:

Line 95: delete “System” before “(RFID)”

**On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor, the August 25, 2021 Public Hearings and Regular Meeting Minutes, as amended, were approved.**

- **Action Items**

Mrs. Adams introduced the newly implemented Action Items List. The Board agreed it was a good addition.

Items 3, 10 and 11 were completed.

Regarding Item 4, Mr. Pires asked if a written commitment was received from TM. Mr. Cole stated he forwarded an email to interested parties stating that work commenced. Mr. Pires and Mr. Cole would follow up on Item 4, which may be completed before the next meeting.

### THIRTEENTH ORDER OF BUSINESS

### Staff Reports

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

There was nothing further to report.

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

- **NEXT MEETING DATE: October 27, 2021 at 10:00 A.M. at The Rookery at Marco Golf Club, Board Room, 3433 Club Center Drive, Naples, Florida 34114**

- **QUORUM CHECK**

Mrs. Adams stated the October and November meetings would be held at The Rookery, via Zoom. As the Board Room only has in-person seating capacity for ten people, most Staff members were asked to attend via Zoom.

Resident Deborah Woods asked if residents received an invitation letter regarding how to participate via Zoom.

Mr. Adams stated invitations are not sent but the information is posted on the CDD's website, including the Zoom information. The agenda package posted on the CDD website would include a link that attendees can click to join the meeting.

Ms. Woods asked for an email reminder to be sent to property owners. Mr. Adams stated the CDD does not keep an email database because, as a governmental entity, the database could be subject to a public records request.

Mr. Pires asked for the Zoom information to be posted on the first page of the CDD website. Ms. Viegas stated the information is also on the Fiddler's Creek members' website.

Ms. Viegas asked about using the 19th Hole rather than The Rookery, since she believed it is a bigger room and is open for meetings. Mrs. Adams stated The Foundation advised her that no rooms were available.

Ms. Viegas noted that there are only two weeks between the October and November meetings which only gives Management one week to compile information and documents and assemble and ship the agenda books. She added that, due to the short time between those meetings, financials, minutes, and safety and facilities reports would not be available for the November meeting. She suggested the Board consider canceling the November meeting.

Mr. Miller stated that he does not want to cancel the November meeting.

All Supervisors confirmed their attendance at the October 27, 2021 meeting.

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

The Monthly Status Report was emailed to the Board and provided as a handout.

Mrs. Adams reported the following:

- The SOLitude contract expires in October and, upon request, SOLitude agreed to keep its price the same for an additional two years. It will be necessary to go through the Request for Proposal (RFP) process in two years because labor and chemical costs will be going up.

**On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor, extending the contract with SOLitude for two years, was approved.**

- Regarding a resident's request several months ago about installing aeration at Lake 23, the cost would be approximately \$20,000 just for installation and it is not a budgeted expense.

Ms. DiNardo stated that cost does not include maintenance. She felt that the expense is not warranted because SOLitude addresses the issues and there have been very few fish kills over the years. Ms. Viegas recalled that Mrs. Adams stated aeration does nothing to prevent fish kills. The Board agreed not to install aeration in Lake 23.

- The Aviamar entrance landscape renovation project is scheduled to begin the week of October 4, 2021, weather permitting.
- The Florida Power & Light (FPL) transformer box repair request remained ongoing.



Ms. DiNardo stated FPL transformer boxes in Veneta also need to be repaired. Mrs. Adams stated she received an email yesterday from a new person at FPL requesting all the documentation that was previously submitted in great detail, despite the fact that FPL already opened work orders and had all the photos and documentation.

Mr. Miller stated that FPL has been very unresponsive. Mrs. Adams described the documentation submitted. Mr. Miller advised Mrs. Adams to tell the representative that FPL already has the information and to get them repaired, and add the units mentioned by Ms. DiNardo. Mr. Pires and Mr. Miller discussed the possibility of pursuing the issue with regulators or elected officials if not addressed by FPL.

- The paver pad extension project on Sandpiper was completed and looks very nice.
- The Veneta fountain and monuments would be pressure cleaned, painted, and repaired within the next few weeks, weather permitting.

Ms. DiNardo asked if that includes the decorative fence. Mrs. Adams replied affirmatively.

Ms. Viegas asked if LandCare submitted a proposal to repair the sinking pavers on the sidewalk in Aviamar. Mrs. Adams stated she has not received it yet.

Ms. DiNardo asked who is responsible for the fire hydrants. Mrs. Adams stated they are the Fire Department’s responsibility. Ms. DiNardo asked Mrs. Adams to advise the Fire Department that the fire hydrants in Veneta need to be painted.

**FOURTEENTH ORDER OF BUSINESS**

**Supervisors’ Requests**

There were no Supervisors’ requests.

**FIFTEENTH ORDER OF BUSINESS**

**Public Comments:**

There were no public comments.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business to discuss, the meeting adjourned at 12:00 p.m.



Secretary/Assistant Secretary



Chair/Vice Chair