

**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 October 27, 2021 at 10:00 a.m., at The Rookery at Marco Golf Club, Board Room, 3433 Club Center Drive, Naples, Florida 34114. Members of the public were able to participate in the meeting, via Zoom, at <https://us02web.zoom.us/j/89250910994> and 1-929-205-6099, Meeting ID 892 5091 0994 for both.

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	District Manager
Cleo Adams	Assistant District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Ron Albeit	Foundation General Manager
Greg Urbancic	Coleman Yovanovich Koester
Meagan Magaldi	Coleman Yovanovich Koester
Dan Frechette	Fiddler’s Creek Director of Safety
Richard Renaud	Fiddler’s Creek Safety
Todd Lux	Fiddler’s Creek Director of Facilities
Mark Grimes (via Zoom)	GulfScapes Landscape Management

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 in person.

SECOND ORDER OF BUSINESS

Public Comments: Non-Agenda Items

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

No members of the public spoke.

THIRD ORDER OF BUSINESS

Update: Line of Credit for Impending Hurricane Season

Mr. Adams stated that all additional information requested was submitted and he was waiting for a response from IberiaBank. Mr. Miller asked if the terms would be similar to those extended to CDD #1. Mr. Adams replied affirmatively.

FOURTH ORDER OF BUSINESS

Health, Safety and Environment Report

A. Irrigation and Pressure Washing Efforts – Todd Lux

• Status of Sabal Palm Trimming in Veneta

Mr. Lux gave a PowerPoint presentation and reported the following:

- His team is responsible for tree canopy trimming, pressure washing and irrigation.
- Irrigation issues occurring with satellites were addressed promptly to reduce water loss.
- Tree Canopy Trimming: Fruited palms were being trimmed in October along the buffer wall along US 41. Hardwoods are scheduled for November.

Mr. Miller asked if there are more palms than hardwoods. Mr. Lux stated he was unsure of the ratio but guessed that there are more hardwoods.

- In November, Juniper is scheduled to trim high palms in the buffer around Veneta that require lifts to access.
- Pressure Washing: Crews have been working on Fiddler's Creek Parkway for the last 30 days, including Mallard's Landing, Bellagio Drive, Bent Creek Village, and Runaway Lane. Work would continue along Fiddler's Creek Parkway and, in the future, pressure washing would continue into Marsh Drive and Veneta.

Mr. Miller asked if the new equipment was still scheduled to arrive and be operational in December. Mr. Lux stated some components may be delayed and, while extensive delays were possible, he expected it to arrive by the end of the year.

- Current Month's Projected Plan: Areas shown in red on the graphic were pressure cleaned in the past 30 days; yellow represented scheduled cleanings and purple represented

special cleanings, including monuments and unsafe sidewalks that were pressure cleaned based on observation or requests. Monuments were generally addressed within a few days; reported safety issues were prioritized and addressed by the next day.

Mr. Klug stated that portions of the sidewalk on Campanile Circle in Veneta are black and asked when the sidewalk would be cleaned. Mr. Lux stated that area would be done again in November. He noted that, while the tree canopy is beautiful, it contributes to the problem. From a contractual standpoint, the area was already completed; however, the slime would be addressed. Ms. DiNardo stated that Museo Circle sidewalks had the same issue. Mr. Lux stated these issues are difficult to keep up with but safety issues would be prioritized.

B. Security and Safety Update – Dan Frechette

Mr. Frechette gave a PowerPoint presentation and reported the following:

- Gate Access: The average per day and monthly totals for each day of the week in September were presented. The total was approximately 1,000 per day.
- Occupancy: 1,102 units were occupied in the last week in September, which was an increase from last month.

Mr. Miller expressed his opinion that traffic increased dramatically.

- Incidents: While the report includes Gate Arm Damage, if no actual damage requiring replacement has occurred, the gate arm will just be put back on. Open garage doors and parking continue to have the most incidents. One resident will be referred to the Fining Committee for repeated parking violations. Four violations are excused prior to being sent to the Committee.

Mr. Klug asked if there were any recent bear sightings. Mr. Frechette stated there had not. Mr. Klug asked how the radio-frequency identification (RFID) gate access system is working with regard to the overall membership. Mr. Frechette felt that it is working well and the clickers are working consistently; there did not seem to be any confusion about procedures and access.

Mr. Frechette stated the vendor RFID program is not being pursued because valuable information, such as the time, date and frequency of vendor visits would be lost by issuing vendors blanket RFID tags allowing them to come and go as residents do. Some vendors have a

permanent pass and, when those vendors check in at the gate, they are asked what address they are going to and given a day pass, creating a record for that day.

Mr. Miller observed that permanent pass holders are presumed to be verified vendors. Mr. Frechette agreed and discussed the difference between a permanent pass with 24/7 access and a permanent list, which eliminates the need for the resident to receive a call for every access. He was working with ISN to develop a way to add a checkbox for permanent vendors to allow generation of daily passes and eliminate the need to add vendors to the system daily.

Mr. Miller asked if the patrols were split for CDDs #1 and #2, as discussed at the last meeting. Mr. Frechette replied affirmatively. Ms. DiNardo asked if specific times were allotted for each CDD. Mr. Frechette stated that patrol shifts are assigned to each CDD unless they are on a special detail.

Ms. Viegas noted Ms. Marie Puckett's return and asked if she was part of the 21 FTEs noted at the last meeting. Mr. Frechette stated Ms. Puckett does not report to him. Mr. Albeit stated she would be responsible for addressing OSHA safety issues for employees, members and guests. Ms. Viegas offered her assistance in that regard.

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

Mr. Pires recalled that, at the last meeting, Mr. Parisi stated he would compile all the issues and send them to Taylor Morrison (TM). Mr. Pires stated he just sent the Engineering and Legal fees that were requested last month for Mr. Parisi to include in the letter to TM. Mr. Parisi will return from vacation on Monday. Mr. Pires hoped to have a report by the next meeting. Mr. Klug asked for the plan, if TM sends a check.

Mr. Pires stated that TM still needs to take remedial action; Mr. Parisi has a list of items for TM and yard drains would be added to the list. Mr. Klug noted that the issue has been ongoing and there has been a continual lack of resolution by TM. Mr. Miller stated, while it was a longstanding issue, after many complaints, a TM representative recently met with Mr. Cole. Mr. Cole stated he began contacting Mr. Keith Norton in January 2020 and finally met with him about four months ago. The consensus was that, between meetings, there were many calls and

letters including with TM's attorney. Mr. Miller felt that it was fair to say that TM has not been aggressive in wanting to solve the problems. Mr. Klug agreed.

Mr. Pires stated his belief that there may be a decision point in December or January as to whether to pursue litigation. Ms. DiNardo asked if the letter Mr. Parisi will send to TM will include all the issues the Board has discussed and, if an agreement is reached, would it mean all the issues would be satisfied. Mr. Pires stated that is the goal; Mr. Parisi would add to the list of issues and try to include in the agreement an understanding of how TM will resolve the issues. If Mr. Parisi is successful, the agreement would come to the Board for approval or input; absent that, there would be a cause for litigation. Mr. Miller felt that was overly optimistic, given the history with TM.

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

- **Clarification of Tract D**

Mr. Albeit stated the wall around the Publix and the gate on the service exit were submitted for permitting; the permitting, build, and installation should be completed by the end of the year. Mr. Miller asked who would be doing the work. Mr. Albeit did not know the name of the contractor.

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

- **Continued Discussion: Lake Easements and Plats**

Mr. Cole stated that CDD #2 was asked to provide a Letter of No Objection (LONO) for the Oyster Harbor (OH) Phase 3B Replat discussed last month. There were some additional emails since then. Mr. Pires stated he was fine with Mr. Miller's two edits, specifically, to delete "private" from Right-of-Way (ROW) and to note it is Community Development District #2 and insert the word "Community". Mr. Mark Minor asked that the CDD provide the letter to Collier County using the new format.

Mr. Cole read a portion of the letter to be sent to the County and asked the Board to approve the letter with the two minor edits discussed.

Mr. Pires suggested the letter clarify that the proposed platted easements be in favor of CDD #2. He stated this new document was likely created to prevent misunderstandings and the new form is a good practice. Mr. Cole stated his Assistant would coordinate with Mr. Miller to have the letter executed. The letter would be sent to Mr. Pires for review; it would include the two minor modifications noted.

On MOTION by Mr. Klug and seconded by Ms. DiNardo with all in favor, authorizing Staff to prepare and send a Letter of No Objection for the Oyster Harbor Phase 3B Replat, with the corrections discussed, was approved.

Mr. Cole distributed a graphic of existing Lake 9, Tract L, which is part of OH Phase 3B. Referring to the graphic, he stated an irrigation easement needs to be established that will be outside the boundary of the plat shown, which is a replat of the Phase 3B lots. The irrigation easement would be within the original Phase 3 plat, within the lake tract along the top of the bank. Referring to the graphic, he showed where a 6" irrigation line would be installed and where existing tracts are located, and noted the irrigation line would run outside of the Phase 3B plat, but inside the lake tracts. Discussion ensued regarding notations related to property boundaries and locations of easements on the graphic.

Mr. Cole stated the lake tract is dedicated in favor of CDD #2 but the tract is owned by another OH entity; an easement granted by the Developer is part of the plat. The lake tracts would most likely eventually be dedicated to CDD #2, but it has not occurred yet. Mr. Miller asked what is necessary for the ultimate grant of the lake easement to be issued. Mr. Cole stated, in the past, the Developer did not want to deed tracts to the CDD until all development activities were complete and, at some later point, lake tracts were dedicated to the CDD. It is not deeded now, but it is dedicated by easement to CDD #2 for maintenance responsibilities.

Mr. Pires asked if his recollection that the lake tracts were dedicated to the CDD by prior plats was correct. Mr. Cole stated the OH Phase 3 Plat dedicated the lake tracts to CDD #2. Mr. Pires believed this proposed 3B Plat modifies a portion of the OH Phase 3 Plat, but it does not affect the boundaries of the previously dedicated lake tracts. Mr. Cole stated that is correct.

Mr. Miller asked for the precise purpose of this easement. Mr. Cole stated an irrigation line is needed along the rear of the lots, but they do not want to install it in the lots due to possible encumbrances with building setbacks and other things. The desired location for the line is in the lake maintenance easement area of the lake tract, in the top 5' at the top of the bank. Mr. Cole stated that he and Mr. Pires reviewed the request and found it to be in order; they suggested language to be added that would assign responsibility for installation, maintenance, repair, and any service to the lake bank, as a result of the irrigation line. In the future, the irrigation line could be dedicated to CDD #2 as it may be looped and it may become part of CDD #2's irrigation infrastructure; such language was also included in the easement.

Mr. Miller asked if this easement touches any already conveyed property. Mr. Cole stated none of the properties have been conveyed; it was dedicated to CDD #2. Mr. Pires stated the question is whether there are third-party individual homeowners. Mr. Cole stated there are none. Mr. Miller wanted to know if homeowner complaints are possible. Mr. Pires stated, from the standpoint of this irrigation easement, he would also request an Affidavit of Title and Ownership from the Grantor. He stated that the Grantor, FC Oyster Harbor, as the property owner, would be the entity granting the easement; any third-party purchasers would take a conveyance subject to this easement.

Mr. Miller asked if this would be "Of Record." Mr. Pires replied affirmatively and stated it would be a nonexclusive easement. Mr. Miller wants to ensure it is filed "Of Record" so that it appears on a title search. Mr. Pires agreed and stated the purpose of the easement is for "non-potable irrigation water utility facilities" and "the Grantee, the District, can assign all or a portion of rights to use the easement area to a Homeowners Association or another interested party, as an Assignee, and in that event the Assignee shall be responsible for any lake bank restoration to its prior existing condition caused by Assignee or its contractors, subcontractors or employees due to the installation, maintenance or repair of the irrigation lines within the easement area." Mr. Pires stated that is an important consideration; the third party has the irrigation easement and the responsibility to restore it in the event of damage.

Mr. Miller voiced his understanding that the Homeowners Association (HOA) must assume responsibility and, if that does not happen, the CDD would be responsible for it. Mr.

Pires stated that is correct. Similar to the other easement, the CDD's rights would terminate upon the recording of any future replat, including a permanent irrigation easement and payment of the fee. Mr. Miller stated he is trying to minimize any homeowner issues. Mr. Pires stated, if a homeowner acquires and takes title, subject to existing easements, they are on notice. The notice doesn't prevent conflicts because people may not pay attention to easements, but the nonexclusive easement does give the CDD its rights. This was recommended for approval.

Ms. DiNardo asked if the Grantee would be responsible if any damage affects the banks. Mr. Pires stated, if the easement is assigned to the HOA and/or a third party and they accept the obligation of the easement, when that entity comes in to fix, repair, or operate the system, they are responsible to make sure that the lake bank erosion is rectified.

Mr. Miller stated, as a realistic matter, he did not understand why an HOA would do this voluntarily. Mr. Klug agreed. Ms. DiNardo asked, if an issue arises and something happens to the lakes and costs are involved, although the CDD is responsible, would there be other responsibility that may protect the CDD by allocating the costs.

Mr. Miller stated it says, if the HOA or other third party wants to assume the easement, then that third party or the HOA has those obligations and rights; however, in his opinion, it is unrealistic to think an HOA or a third party would do it. Mr. Pires stated it would require a separate written instrument to reiterate the obligation of the HOA or the third party of their obligation to repair and restore any damage to the lake banks caused by the operation, reconstruction, installation, or maintenance of this irrigation. Mr. Miller reiterated that he could not see any HOA accepting this. Mr. Pires agreed but stated it is possible.

Mr. Cole stated, in most cases, the CDDs do not have these rear irrigation lines under their purview or maintenance responsibility, rather, it is under the HOAs. It may be necessary to loop a 6" line to the master irrigation system, but CDD #2 would not want to maintain the other lines, which is why the provision exists. CDD #2 would want the HOA to have maintenance responsibility. The only reason CDD #2 might have maintenance responsibility would be if this portion of the line is linked.

Mr. Klug asked why the HOA would accept that responsibility. Mr. Cole stated it would only benefit the HOA; it would not benefit CDD #2.

Mr. Miller asked why the CDD is involved with this when, in every other case, the HOA has the primary responsibility. Mr. Cole stated it is because the Developer wants to install the line not within the lots, but within the 5' area inside the lake tract.

Mr. Klug asked if the CDD could say no. Mr. Cole replied affirmatively.

Mr. Albeit stated this is the first time he was hearing about irrigation being installed on the lake bank. Mr. Miller stated this obligation was normally assumed by the HOA and he does not understand what benefit there is to the CDD in assuming it.

Mr. Albeit stated the assumption by the declarant may be that, since the Association is FC Oyster Harbor (FCOH) and they are the Board of FCOH, it would be approved because it is their irrigation line and it is important to them. Mr. Miller wondered, if the declarant is providing the irrigation, paying for it, and maintaining it, why should they approve it. Mr. Albeit stated, if the lake bank was damaged because of any work done on the irrigation, they would take responsibility for the repairs.

Mr. Miller reiterated that he did not understand why the CDD would assume this obligation. Mr. Albeit stated the assumption may be that the Developer is the Board of FCOH and they would approve it.

Ms. Viegas suggested tabling the discussion until Mr. Cole can obtain a commitment from the Developer for an assignment and commitment to take responsibility to restore the lake bank if any damage is done. Mr. Cole stated he would need the Developer to address the issue.

Mr. Miller voiced his opinion that, if this is desired, the CDD should have indemnity from the Developer against any liability the CDD assumes if the HOA does not request an assignment. He stated, if he were the HOA, he would not request an assignment.

Mr. Albeit asked Mr. Cole to send something regarding this issue so he can send it to Mr. Parisi. Mr. Miller stated, if the HOA would indemnify the CDD, the CDD Board would consider it; otherwise, he did not think it was an issue. The Board was in consensus.

Ms. Viegas asked for an update on the pumphouse roof repairs. Mr. Cole stated he placed numerous calls but to no avail; every contractor in the area is too busy and none have the time or materials to do the job, due to supply chain issues. The roof has some leaks that are not catastrophic. Mr. Cole was asked to put tarps on the roof. Ms. Viegas stated she was raising the issue because pumphouse repairs were part of the reason for the assessment increase.

Ms. Viegas recalled that, at the last meeting, Mr. Cole stated the CDD may get money back from a bond renewal; she requested an update. Mr. Cole stated there were two bonds related to the 2014-2 Construction Bond. His understanding was that the \$25,000 Excavation Bond was returned and deposited back in the fund and planned to be spent. A bond in the amount of several thousand dollars for Lagomar was in the process of being returned by the County; that would go back into the Construction Fund, as well.

Ms. Viegas asked when Mr. Cole thought he would be submitting the repaving budget to the Board. Mr. Cole stated he would add it to his "To Do" list.

EIGHTH ORDER OF BUSINESS**Consideration of Certain Documents
Related to the Boundary Amendment**

Mr. Pires introduced the topic and attorneys for the Developer, Mr. Greg Urbancic and Ms. Meagan Magaldi.

Ms. Viegas stated she submitted several issues to Mr. Pires. Mr. Miller stated he submitted several comments. Mr. Pires stated those issues and comments were forwarded to Mr. Urbancic.

Mr. Urbancic stated that, at the June 23, 2021 CDD #2 meeting, the Board passed Resolution 2021-05, which contemplated this Boundary Amendment. One of the stipulations of the Resolution was that the petition, which was included in the agenda, would be reviewed before submittal and that was why it was being presented today. The petition contemplates two parcels being added into CDD #2 from CDD #1, resulting in a net change of slightly under 38 acres. The CDD #2 boundaries would change from 849.73 acres to 887.60 acres. At the last meeting, Ms. Viegas noted that the Resolution had the wrong date and a typographical error; that Resolution was available for execution today.

Mr. Miller stated that Section 5 references the concurrent petition to the Florida Land and Water Adjudicatory Commission to amend the boundaries of CDD #1. He noted that there are many Exhibits and asked why that is not included as an Exhibit. Mr. Urbancic stated the County would receive a copy of that concurrently with submission to the State. Mr. Miller requested a reference to the fact that a copy of the petition is going to be submitted herewith.

Mr. Miller stated that, in Section 7, the petition stated that "the filing of this petition by the Board of Supervisors constitutes consent" and stated his belief that while it references it, it does not constitute consent. Mr. Urbancic believed the language was pulled from the Statute; he would confirm and, if it was not statutory language, it would be revised for grammatical correctness.

Regarding Sections 9 and 10, Mr. Miller asked for the consequences of not meeting the specified timetables. Mr. Urbancic stated there are none. These are just proposed and subject to change; there is no consequence and it is not binding. The statement is a Statutory requirement. Mr. Miller wanted something "of record" that there is no adverse consequence if the timetable is not met. Mr. Urbancic stated he could add an additional disclaimer that these are subject to change.

Regarding Section 14c, Mr. Miller voiced his opinion that the first two very long sentences do not seem to constitute reasons to grant the petition, but the last sentence does so. He questioned why the first two sentences were included. Mr. Urbancic stated it is due to Statutory requirements that needed to be fulfilled.

Regarding Exhibit H, Mr. Miller requested that language be added noting that there would be no liability from failing to meet the timeline.

Regarding Exhibit I, Mr. Miller wanted the title to be changed to "Presently Contemplated" rather than "Future".

In Section 190.0461g, Mr. Pires stated it says "in all cases of a petition to amend the boundaries of a district a filing of a petition by the District Board of Supervisors constitutes consent of the landowners within the District".

Ms. Viegas stated she submitted numerous issues and she had two questions. Exhibit H stated the estimated cost of the infrastructure would be \$4 million and Exhibit J, Section 5,

stated the costs would be borne by the Developer. Ms. Viegas wanted to confirm that was accurate. Mr. Urbancic stated, since incorporating comments received, the current revision stated the costs would be borne by the Developer or via Special Assessment Revenue bonds issued by the CDD. The CDD could decide to issue bonds and levy Special Assessments on the property so verbiage was updated to be technically accurate and to match other portions of the petition. Mr. Pires stated for clarification that Special Assessment Revenue Bonds would be funded by the special assessments levied only on those properties added to the CDD. Mr. Urbancic stated he would make that addition. It was understood that special assessments would be levied only on expansion lands.

Ms. Viegas asked for confirmation that the \$1,500 filing fee would be paid by the Developer. Mr. Urbancic confirmed that the Developer would pay the fee.

On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, the petition, as discussed, and authorizing the Chair to execute, and authorizing Mr. Urbancic to submit it, was approved.

The Board and Staff discussed Resolution 2021-06, which listed an incorrect execution date of June 28, 2021. The date should have been June 23, 2021.

NINTH ORDER OF BUSINESS**Discussion: Jensen Underground Utilities, Inc., Repair Invoice #21-124 for Damaged Sewer Lateral by Wall Post**

Mr. Cole stated that, four or five years ago, a wall approximately 600' long was installed along the west side of Sandpiper Drive, next to the irrigation pumphouse coming from US 41. In October, he received an email advising about a repair that was discovered while surveying improvements near the new gatehouse. A sewer line was not flowing and a break in the line was discovered under the wall. The original fence contractor called "No Cuts" and everything underground was located; however, it was missed because it is a private line that would not have been located by the County. The lateral line was under the fence and it had to be repaired; one of the fence columns caused the collapse. Mr. Klug asked if there was any

question as to causation of the collapsed line. Mr. Cole stated that the line was collapsed since the time the wall was installed. Mr. Miller asked who installed the wall. Mr. Cole stated that Coastal Concrete Products installed the wall. Mr. Miller asked if they would be the party responsible for the repair. Mr. Cole stated, in his opinion, they were not liable for the repair because they did call in locates; they did what they were required to do and this was missed because it would never have shown up on the County’s system because it is a private line. Mr. Miller asked if Mr. Cole felt that the contractor is responsible. Mr. Cole stated that he did not. Mr. Miller asked why Jensen Underground Utilities, Inc. (Jensen) was adding a 10% profit on a subcontractor invoice. Mr. Cole stated, to his knowledge, that is a standard practice. Mr. Miller asked if it is something to which the CDD could object. Mr. Cole did not believe so; it is a standard practice and Jensen has effort involved in coordinating its subcontractors.

Ms. Viegas surmised that, based on the emails in the agenda, the contractor’s plumber broke the cleanout when they tapped the line and the contractor stated that the CDD is only responsible for the majority of the bill. She asked if the subcontractor bill includes fixing the cleanout that was broken when the contractor tapped the line. She asked why the CDD would pay the whole bill when the email states it is only responsible for the majority of the bill. Mr. Cole stated he must investigate the reason; there were no cleanouts listed on the invoice.

On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, payment of the invoice following Staff’s determination of the amount determined to be the CDD’s responsibility, was approved.

Mr. Klug stated, if the invoice includes cleanouts, it would need to be modified.

TENTH ORDER OF BUSINESS

Discussion: Amaranda Landscape Maintenance

- **License Agreement Between CDD and Amaranda Village Association, Inc.**

Ms. Viegas reminded the Board that she had raised the issue of the dead palm trees in Amaranda for months and she had asked if a notice should be sent to the Amaranda HOA (AHOA) regarding its failure to perform maintenance. The photos in the agenda provided, by

GulfScapes, show the same dead palm trees that have been an issue for over a year and the email stated there are also a lot of weeds in the landscape beds. She expressed her opinion that the landscape is not being maintained in accordance with the Agreement and that the CDD should send a notice that the AHOA is in violation of the Agreement and needs to replace the dead palm trees, weed the landscape beds, and honor the terms of the Agreement. Mr. Miller suggested asking Mr. Pires to send a letter advising the AHOA that the Agreement requires them to replace the dead palm trees and ask when it would be done.

Ms. Viegas stated, according to emails and Mr. Parisi's research, the area discussed at the last meeting, that is currently being bushhogged, has no irrigation and no infrastructure development. Mrs. Adams stated that was correct. Ms. Viegas asked why the CDD accepted a tract that was not developed with irrigation. Mrs. Adams stated the tract was accepted so that it could be maintained because it was not being maintained. Ms. Viegas asked why the CDD accepted it without irrigation, as she believed that Mr. Parisi's email indicated it was an Amaranda issue. Mrs. Adams stated it is a CDD issue, not an HOA issue. Ms. DiNardo asked if there are any other areas dedicated to and accepted by the CDD that do not have irrigation. The Board and Staff discussed a similar tract near the water control structure in Amador. Mr. Miller stated the whole area has now been developed, but it was not being developed at that time. Mrs. Adams stated the CDD did not install irrigation; cordgrass was installed because it requires very little maintenance. Ms. DiNardo observed that a precedent was set and the CDD accepted a tract without irrigation. In her opinion, the CDD should maintain the newly acquired tract, currently being maintained by bushhogging, as the tract in Amador was maintained; she felt that something should be done or the CDD should continue bushhogging. Mr. Pires stated the plat was dedicated in 2007.

Ms. Viegas asked, if that is the premise, which is less expensive, continue bushhogging the area or planting cordgrasses. Mrs. Adams felt that it may be an equal expense maintaining cordgrass and cutting the grass back, once or twice a year, versus bushhogging. Ms. DiNardo asked if cordgrass is equivalent to bushhogging. Ms. Viegas stated that cordgrass has a better appearance. Mrs. Adams suggested asking Mr. Grimes, who was on the phone. Mr. Grimes stated the area in question is a large area to be installing cordgrass in, and it is fairly labor-

intensive to cut it back, but it would only be cut once a year, versus bushhogging. Mr. Miller asked which costs less. Mr. Grimes guessed the cordgrass would cost less and reiterated that it is a large area to install cordgrass. Mr. Miller asked how much cordgrass would be needed and how much installation would cost. Mr. Grimes stated he would need to survey the area. Ms. DiNardo asked if he could also provide the cost for bushhogging. Mr. Grimes stated he could provide a cost breakout. He stated the Board may want to consider that cordgrass would give a nicer appearance for homeowners, and, at the same time, it gives cover for different kinds of critters. Ms. DiNardo stated, if he has another suggestion, it could be added to the analysis for Board review.

Mr. Miller expressed his opinion that the cost would be the bottom line. Ms. Viegas felt that the costs would determine which way the Board would go. Mrs. Adams stated the next meeting would be held in two weeks.

Mr. Klug asked if, with respect to Paragraph 14 of the Agreement, as it relates to this issue, a letter should be sent reminding the AHOA of its obligation to pay the legal fees required to create and send the letter. Mr. Pires stated the cost would be minimal.

ELEVENTH ORDER OF BUSINESS**Update: Halvorsen Contribution for Traffic Signal**

Mr. Miller stated he wished to discuss CDD #1's view on the Halvorsen contribution to the traffic signal to which CDD #1 has zero entitlement or right. Mr. Adams stated it was conveyed to CDD #1 that CDD #2 has no interest in reconsidering and CDD #1 requested a joint meeting prior to the next meeting in November. Mr. Adams stated he would ask the question, but a willing partner is needed in order to have a meeting. Mr. Miller expressed his view that there is no feasible likelihood of CDD #1 having any entitlement. He would not enter into a discussion because entering into a discussion would mean a negotiation and negotiation means CDD #2 would have to give up something and CDD #1 has no entitlement, period. Ms. DiNardo agreed and asked if there was a statute of limitations when an agreement is met and they went beyond that. Mr. Miller stated it would be six years but CDD #1 has no entitlement.

Mr. Adams stated the message was accurately conveyed. Mr. Miller asked Mr. Adams to convey the message again with emphasis. Mr. Adams stated he would do so and advise the CDD #1 Board that they may refer a member to the next meeting to make a public comment if they wish. Mrs. Adams noted that the public may participate via Zoom.

TWELFTH ORDER OF BUSINESS

Continued Discussion: Consideration of Acceptance of Deeds for Fee Simple Ownership of Various Landscape/Buffer Tracts Within Fiddler's Creek Community Development District 2

Mr. Pires requested that this Order of Business be tabled while the deeds are being redrafted with issues raised at the last meeting.

THIRTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of September 30, 2021

Mrs. Adams distributed the Financial Highlights Report.

Mr. Adams stated he received Ms. Viegas' emailed questions. Ms. Viegas discussed her questions regarding a transfer from a debt service fund and a special assessment. She questioned a direct bill of \$669. Mr. Adams stated he would research the issues.

Mr. Miller asked why year-to-date Legal expenses were at 125% of budget and asked if it was related to the rate change. Mr. Pires stated the increase did not commence until October 1, 2021 and those hours have not been billed yet. Mrs. Adams noted an increase in legal activities. Mr. Adams stated Legal billings were delayed and caught up recently.

Mr. Miller asked about Trustee Fees. He believed the Agreement was for a \$25,000 fee. Mr. Adams stated that was the fee at the time of entering into the Agreement; then the CDD issued a new bond that resulted in additional Trustee fees. Mr. Miller asked if those fees were fixed and if they would be consistent going forward. Mr. Adams replied affirmatively.

Ms. DiNardo recalled previous discussions about mosquito spraying and asked if Collier County is spraying less due to the CDD's extensive spraying program. Mr. Adams stated the CDD provides its schedule to the County to avoid redundancy and a possible health hazard. Ms.

DiNardo asked if the CDD should be notified when the County is spraying. Mrs. Adams stated the County posts its spraying schedule on its website and residents can go on the website for weekly updates. Mr. Miller asked if it was explicit and clear to everybody that the County is not doing less spraying because the CDD is spraying too. Mrs. Adams stated she did not think the County would reduce spraying; the County avoids spraying on the same day as the CDD. Ms. DiNardo believed that, despite the extensive spraying, there is still an abundance of mosquitoes; the mosquito problem has not been remedied and residents are covering up with nets. She questioned if the CDD is losing out on other areas where the County should be spraying because the CDD never used to do so much spraying.

Mr. Adams stated the CDD began spraying because the County wasn't spraying frequently enough. Mr. Pires noted the Collier Mosquito Control District (CMCD) conducts spraying. Mr. Adams stated that the CMCD did not spray as frequently as residents would like and CMCD would schedule its spraying around the CDD's spraying schedule. Mrs. Adams stated she called CMCD and received no response. Mr. Miller asked Mr. Adams to email CMCD, on behalf of the residents of CDD #2, and ask explicitly whether CMCD is reducing its spraying due to CDD spraying. Mr. Pires stated that instant notifications regarding spraying can be requested and the need for spraying for mosquitoes can be reported on the CMCD website. The Board and Staff discussed the need for residents to email the County to request spraying. Ms. Viegas suggested an e-blast next year to advise residents of where to email a request for spraying. Mr. Pires stated the CMCD website states the CMCD does not publish a schedule because treatment decisions are made daily; residents can sign up for notifications and a map of sprayings completed by the CMCD is posted on the website. The website stated that the CMCD gathers data from mosquito traps, daily inspections, field technicians, reports, and resident complaints. Mr. Klug supported Ms. Viegas' recommendations regarding sending an e-blast at the beginning of the next mosquito season. The financials were accepted.

FOURTEENTH ORDER OF BUSINESS**Approval of September 22, 2021 Regular Meeting Minutes**

Mrs. Adams presented the September 22, 2021 Public Hearings and Regular Meeting Minutes. The following changes were made:

Line 97: Change "Asked" to "Mr. Miller asked"

Line 256: Change "not to maintain" to "to bushhog"

Line 257: Delete "but" and "not"

On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, the September 22, 2021 Regular Meeting Minutes, as amended, were approved.

- **Action Items**

Items 3, 9, 11, 13 and 14 were completed.

Ms. Viegas suggested that Items 6 and 17 are related. Mr. Pires stated he would like to be excluded from any participation in discussions. Item 6 would be removed.

Regarding Item 3, Mr. Cole stated that TM has substantially completed items related to lake bank repair. This item was marked completed.

Regarding Item 14, Mrs. Adams stated the Fire Department is not responsible for painting fire hydrants. The Collier County Water Division (CCWD) stated it would be reviewing each of the 49 total locations provided on a list submitted. Mr. Miller asked Mrs. Adams to follow up on this. Ms. DiNardo asked if that included all of Veneta. Mrs. Adams replied affirmatively. Ms. DiNardo stated that Sandpiper Drive could be included; she submitted some photographs. Mrs. Adams stated she would scan and submit them and asked others to submit photographs. She suggested that each of the HOA managers become involved, given that 45 hydrants are on HOA property; only four are located on CDD property.

Mrs. Adams stated she was asked, at the last meeting, to document every hydrant; four of 49 hydrants are on CDD property. Ms. DiNardo requested that the end of Sandpiper Drive and Fiddler's Creek Parkway be included, in addition to those four.

Ms. Viegas suggested that Mrs. Adams send a list of all the fire hydrants on CDD property, whether in CDD #1 or CDD #2, for review because many of them are in poor condition. Mr. Albeit stated he would email the CCWD and request a review of all the fire

hydrants in Fiddler's Creek, including CDDs #1 and #2, and the HOAs. Mrs. Adams stated she would forward her email to the CCWD to Mr. Albeit.

Ms. DiNardo gave some photos of Florida Power & Light (FPL) boxes to Mrs. Adams. Mrs. Adams stated she contacted FPL about one transformer box that was in very poor condition and was advised that it would be addressed in late November.

Ms. DiNardo gave Mrs. Adams photos of a box on 9209 Museo Drive and others. Mrs. Adams stated she also sent pictures to FPL. Ms. DiNardo stated that nobody was asking for the boxes to be replaced, but one of the boxes was rusty and needs to be maintained, given its location near the fountain area. She noted that residents walk right by it, given its proximity to the sidewalk, and, in her opinion, the area looks neglected. A Board Member stated it was also visible from the road. Ms. DiNardo and Mrs. Adams discussed photographs to be submitted to document the requested maintenance.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

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

- **Open Space Maintenance Requirements**

There was no report.

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

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

- **QUORUM CHECK**

All Supervisors confirmed their attendance at the November 10, 2021 meeting.

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

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

Ms. Viegas asked Mrs. Adams if Sweetwater's fountain maintenance was satisfactory since they are asking for an increase. Mrs. Adams replied affirmatively.

Ms. DiNardo stated that the turquoise to be removed from the fountain area was not removed satisfactorily and it was expanding. Mrs. Adams stated that is calcium buildup. Mr. Adams stated that would be a constant issue to be treated. Ms. DiNardo stated it was paid for.

Mrs. Adams stated the contractor completed the other items; she would follow up on it. Ms. DiNardo felt that the painting looked good.

Ms. DiNardo felt that six more temporary signs are needed in addition to those already listed. Two signs are needed at 9209 Museo Circle, one on each side of the street. Mrs. Adams asked Mr. Cole if these could be paid for with Construction funds. Mr. Cole stated, while it may be a qualified expense, account funds might be inadequate. Ms. DiNardo thought two signs are needed at 9233 Museo Circle, along with two at Museo Circle and Tesoro Lane, near Lagomar.

Ms. DiNardo submitted a photo and asked who was responsible for a minor repair of a valve box cover. Mr. Adams stated a separate work order would be necessary for the repair; the landscaper would be contracted to replace the lids. Ms. DiNardo stated the cover is located across from 9299 Museo Circle and, while she did not inspect the others, there may be additional ones that need to be repaired.

SIXTEENTH ORDER OF BUSINESS**Supervisors' Requests**

Ms. Viegas gave an update regarding the Aviamar entrance. She went to the entrance after everything was installed. She has been communicating with Mr. Grimes and he has been very helpful. On her initial inspection, she counted every plant and compared it to the plan to make sure it was correct; a few plants were missing. Ms. Viegas distributed copies of the conceptual design and stated she raised a concern in a previous meeting about the placement of the Bismarck palm right above the Aviamar monument sign, as the palm was to be located directly in front of the fountain. The Board was told, as noted in the meeting minutes, that it would not look like the conceptual design and that the only thing that would be in front of the fountain was the trunk and it would be much taller. She stated to her surprise the conceptual design is exactly how it looks; the palm fronds are now being held up by rope because the root ball must set, but, when the ropes are removed, the palm would look like the conceptual design and block the fountain.

Ms. Viegas stated that Mr. Grimes came back and stated that they did not explain well in the meeting because this is the height that was to be installed, and his staff did not feel it is as much of a distraction from the fountain. They replaced the missing plants and he said they

could cut down the Clusias further and cut down fronds below the palm to try and get more exposure. She expected the Board would be driving by, which was why she wanted to give an update. Ms. Viegas expressed her opinion that, since the Clusias were already cut down to the top of the monument sign, cutting them down any more would do no good. She asked Mr. Grimes how long it would take for the Bismarck palm to reach the height the Board was told it would be when it was installed, and he stated they can grow to 30’ or 40’ tall at full growth and grow approximately 1.5’ to 2’ per year, so it will take a while until it is above the fountain. Ms. Viegas stated she was under a misperception, based on her question at the meeting and what she was told, so she did not want the rest of the Board to be surprised when they saw it.

Mrs. Adams stated she asked Mr. Grimes to join the call, and he is on the phone.

Mr. Miller admitted he knows little about landscaping and is not qualified to comment, but, when he drove by the area two days ago, his impression was very favorable and he thought it looked very nice. Ms. Viegas stated she was not saying it is not favorable, but, right now, the fronds are tied up and, when they open up it will be huge. The consensus was that the plantings looked very nice. Ms. Viegas stated that she was not proposing anything be done; rather, she just wanted to make the Board aware of the discrepancy. Mr. Miller voiced his opinion that the area seemed to be dramatically improved. Ms. DiNardo noted that the fountain is visible, the water is visible, and the tree will continually be growing, so it seemed to have resolved the issue and improved the aesthetics. She asked Ms. Viegas for her overall opinion, aside from the tree. Ms. Viegas stated that some residents complained that there was too much grass and the blooming landscape plants were removed, to which she responded that there have been many meetings and the Board was open to receive input via email. Mr. Miller observed that there would always be complaints. Ms. Viegas felt that it would be impossible to please everyone.

SEVENTEENTH ORDER OF BUSINESS

Public Comments:

There were no public comments.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

There being no further business to discuss, the meeting adjourned at 11:49 a.m.


Secretary/Assistant Secretary


Chair/Vice Chair