

**MINUTES OF MEETING  
FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**

The Board of Supervisors of the Fiddler’s Creek Community Development District #2 held a Regular Meeting on December 8, 2021 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. Members of the public were able to listen to and participate at 1-888-354-0094, Participant Passcode: 709 724 7992.

**Present were:**

Elliot Miller	Chair
Victoria DiNardo	Vice Chair
Linda Viegas	Assistant Secretary
Bill Klug (via telephone)	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
Joe Parisi	Developer’s Counsel
Ron Albeit	The Foundation General Manager
Todd Lux	Fiddler’s Creek Director of Facilities
Russell Barry (via telephone)	Resident
Joan Smith	Resident
Shannon Benedetti	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 10:01 a.m. Supervisors Miller, DiNardo, Viegas and Nuzzo were present in person. Supervisor Klug was attending via telephone.

**On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, authorizing Mr. Klug’s attendance and full participation, via telephone, due to exceptional circumstances, was approved.**

**SECOND ORDER OF BUSINESS**

**Public Comments: Non-Agenda Items**

Mrs. Adams stated she had not received any speaker cards.

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

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

Mr. Adams stated that progress was being made. IberiaBank is now First Horizon and the staff was not familiar with this type of line of credit so there were some internal issues. He received assurances that the line of credit would be approved. CDD #1 was also seeking renewal of its credit line and was experiencing similar issues.

Mr. Miller stated it was fortunate that hurricane season is six months away. Ms. DiNardo asked for what period of time the credit would be extended. Mr. Adams stated it would be a one-year credit line. He recommended establishing a renewal date of November 1 or December 1 to ensure funds are available through hurricane season, as opposed to matching up with the CDD's fiscal year. Mr. Miller questioned whether the CDD should pay interest for a month during which coverage was not provided and waste the interest under such a retroactive arrangement. Mr. Adams stated the annual fee is one quarter point, or \$1,250 per year; the establishment has minor initial establishment costs for legal document preparation. Mr. Miller felt that the possible associated cost of \$200 would be insignificant.

Mr. Klug asked, if the credit line is fully drawn down with the bank, would it reserve the right to call the loan at its next review of the CDD's financials. Mr. Adams stated the credit line is intended for short-term use; assessments necessary to repay it would be collected as part of the next budget cycle. Mr. Miller stated it would be utilized in anticipation of an assessment, to be used during an emergency. Mr. Klug asked if the repayment terms were interest only with a balloon payment. Mr. Adams stated it would be repaid on an interest only basis with a balloon payment; before the balloon payment date the CDD could increase assessments or seek a loan to pay the balloon payment over several years.

## FOURTH ORDER OF BUSINESS

## Health, Safety and Environment Report

**A. Irrigation and Pressure Washing Efforts: *Todd Lux***

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

- All 2021 tree trimming was completed.
- 2022 tree trimmings would include Ficus, Pine and Areca.

Mr. Miller asked how long the 2022 trimmings would last. Mr. Lux stated trimmings are scheduled before hurricane season to reduce wind impacts and to better manage trimming contracts. The annual trimmings would last for a year.

Mrs. Adams asked for copies of the tree trimming and palm pruning schedules.

- Pressure Washing: In the past 30 days crews have been working in Oyster Harbor. As requested, sidewalks in Varenna, on Hyacinth Drive and on Club Center Boulevard, were cleaned due to hazardous conditions. Scheduled work would continue along Fiddler's Creek Parkway and in Marsh Cove, including sidewalks and curbs but not monuments. In January pressure washing would continue into the Isla Del Sol community.

- Current Month Projected Plan: Areas in red on the graphic were pressure cleaned within the last 30 days. Green represented cleaning completed in the current month, yellow reflected scheduled cleanings and purple represented special cleanings, including monuments and unsafe sidewalks that were pressure cleaned based on observation or requests.

Mr. Klug stated a roof replacement project was underway in Varenna.

Mr. Lux stated pressure washing in Varenna was completed and the next scheduled cleanings in that community would likely be in March. He noted that, if curbs were inaccessible because vehicles are parked in the roadway, hand pressure washing may be required.

Resident Shannon Benedetti stated she would check the monuments and advise Mr. Lux of which need to be cleaned. She stated, while the sidewalks were cleaned, she felt that the cleaning solution being utilized is not effective enough, as ghosting was still visible and, in her opinion, the sidewalks look dirty.

Mr. Miller asked if the roofing contractors are dirtying the streets. Ms. DiNardo stated they are not; she lives there and she has observed the work in action and, although their equipment is in the street, the area is kept clean.

Ms. Viegas asked if the new equipment would be more effective. Mr. Lux replied affirmatively and noted that the manufacturer will not commit to a date so when it will arrive is unknown. The new equipment operates at a higher pounds per square inch (PSI), has a larger water tank, and covers the entire curb; whereas, the current equipment requires two passes.

**B. Security and Safety Update: *Dan Frechette***

Mr. Albeit stated that Mr. Frechette was unable to attend the meeting. The monthly report was displayed via PowerPoint.

Mr. Miller asked if vendors entering the community have radio-frequency identification (RFID) tags. Mr. Albeit stated that a vendor RFID tag program was not implemented; vendors are given daily passes.

Mr. Miller asked what actions would be taken to address unregistered golf carts. Mr. Albeit stated that a meeting was held with Mr. Frechette and his assistant, Mr. Renaud. Going forward, unregistered vehicles would be stopped and advised that their vehicle is illegal and the Sheriff would be called if necessary. No vehicles stopped so far have been unregistered or lacked a license plate. Roving patrols were instructed to look out for unregistered golf carts.

Mr. Nuzzo asked about the status of golf carts with out-of-state license plates. Mr. Albeit stated they are treated as registered vehicles. Mr. Pires believed that low speed vehicles are licensed and registered but golf carts are not.

Mr. Parisi stated he would check, but he believed there is a specific Statute governing licensing and registration of such vehicles to deem them "street legal", and it might apply to golf carts. Mr. Miller stated the roving patrols would watch for slow moving vehicles without license plates. Mr. Pires read from the Statute, "low speed vehicles are specifically defined as non-golf carts, a four-wheel vehicle whose top speed is greater than 20 but not greater than 25 miles per hour must be registered, titled and insured."

Resident Joan Smith expressed concern about motorized bicycles that can go faster than golf carts. Mr. Miller asked if motorized bicycles must be registered. Mr. Pires stated he would check.

Resident Russell Barry asked if golf carts or motorized bicycles are governed by The Fiddler's Creek Foundation's Covenants. Mr. Parisi stated his belief that Section 8 prohibits golf

carts on the roadways. He did not believe that motorized bicycles were addressed but he would research it to determine how scooters were addressed.

Mr. Pires stated, according to the Florida Statutes, motor scooters fall under the definition of a motorcycle; therefore, the operator must have a valid driver's license. A motorized scooter is not required to be titled, and motorized bicycles are not addressed.

Mr. Parisi stated he would review The Foundation's Covenants, which cover many vehicles. He believed that scooters and golf carts were addressed but motorized bicycles were not. He suggested that a policy might be necessary. Mr. Miller asked if the golf cart reference is a prohibition against unregistered golf carts. Mr. Parisi replied affirmatively.

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

Mr. Cole stated he received a call from Mr. Keith Norton, Taylor Morrison (TM) Project Manager, regarding the requested pricing for the swale alternatives. He recalled that GulfScapes submitted a proposal for a \$16,000 simple alternative and a \$60,000 more complicated solution. Proposals submitted by LandCare were much more expensive. Mr. Norton advised him that TM would agree to pay for the \$16,000 option, provided the CDD agreed that TM fulfilled its other obligations; he advised Mr. Norton that he would relay the message to the Board and Staff.

Mr. Miller asked if Mr. Norton is requesting a release for all the other issues.

Mr. Cole stated all the issues in Oyster Harbor (OH) were addressed to the CDD's satisfaction, including lake erosion repairs, re-sodding, replacement of curbs and valley gutters, and roadway repairs. Mr. Cole stated he consulted Mr. Adams, who stated Mr. Pires would need to address the outstanding Legal and Engineering fees.

Mr. Miller asked if the request for a general release assumes issues outside of OH or just OH. Mr. Cole stated he knows of issues between TM and CDD #2 in both OH and Amador South. Mr. Miller expressed his concern about the Amador South issues, where TM ignored easements and put facilities on homeowners' properties. Mr. Miller stated he wanted to ensure the CDD is not being asked to give a general release, including the Amador South issues.

Mr. Cole stated any agreement would be between the Board and the Attorney.

Mr. Pires stated his understanding that the swale issue involves Amador South. Mr. Cole stated that was correct.

Mr. Pires stated, based on Mr. Cole's email summary that TM offered to pay for the swale repair based on GulfScapes' proposal of approximately \$16,000 provided CDD #2 agrees that it will satisfy its concerns about any CDD #2 punch list related to TM's work in Amador and OH, he assumed that this would be a resolution of all issues involving Amador South. Mr. Pires stated the TM Attorney said he was not aware of the email and the conversations, and he would speak with his client about it. TM's Attorney was also not aware of the Legal and Engineering fees at issue, so Mr. Pires advised him of the amount.

Mr. Miller expressed his concern about TM's actions installing drainage facilities outside of the easement in Amador South, which is a TM issue. He stated that, while the CDD is not damaged by it, homeowners are damaged by it and some homeowners have taken aggressive positions against the CDD for something that is not the fault of the CDD, as it was TM that ignored the easement. Mr. Miller stated he does not want claims against CDD #2 from the homeowners.

Mr. Klug agreed and stated he is against a general release because of potential liability and possible other unknown issues. He felt that any release must be very specific.

Mr. Pires agreed and stated any release would define the claims and any resolution would apply solely to the defined claims and nothing else. He asked Mr. Cole if the GulfScapes proposal included installing yard drains in the easement or on property outside the easement. Mr. Cole stated the yard drains would be added within the CDD easement. The first one or two lots had functioning yard drains that are not within the easement and the District did not propose to do any work or maintenance on those yard drains.

Mr. Miller stated his concern arises from TM's work in Amador because they ignored easements and installed drains, and if they would be left unremedied and possibly viewed by a prospective buyer as a title issue, he did not want claims against the CDD.

Mr. Pires did not believe the CDD would have any exposure. He stated that, in his conversations with TM, those parcels would be carved out of the resolution of the issue. Mr.

Miller stated he saw no liability on the CDD's part, but one homeowner came in very aggressively with his intention to sue the title company and the surveyor; therefore, he wanted to ensure that the CDD is indemnified.

Ms. DiNardo asked who is responsible for those properties and if those two homeowners have an issue with TM. Mr. Pires stated in those areas outside the CDD easement the matter would be between the builder and the homeowner. Ms. DiNardo felt that any agreement should state that the builder assumes responsibility for those two homes, given that lawsuits were possible in the future, and the CDD could be burdened with defending such an issue.

Mr. Miller asked Mr. Pires to prepare the release accordingly. Mr. Pires stated the release must be reviewed and approved by the Board.

Mr. Klug stated, as previously discussed, he felt that the issue is between the current homeowners and their title insurer, if a certified survey removed the exception from the policy. Mr. Pires stated, if a survey disclosed yard drains outside the easement and the policy excludes that from coverage, arguably, the buyers would have accepted the property in the same condition at closing. Mr. Miller stated that in a cash deal with no mortgage there may be no title insurance. Mr. Pires stated that this is not a CDD issue and the CDD has no interest in that property except to the extent that the CDD has an easement over the property. Mr. Miller stated that he wants the CDD to be indemnified in the event of a lawsuit.

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

Mr. Parisi stated the back service gate for Publix, at Sandpiper Drive, was expected to be completed by the end of December; the gate was fabricated.

Regarding Halvorsen paying earlier than required by the contract, Mr. Parisi stated Halvorsen's Counsel agreed to the following process proposed by The Foundation:

1. Payment of 25% when warrants are approved.
2. Payment of 25% when the contract to install the light is executed.
3. Payment of 25% when an Order to Proceed (OTP) is issued.

4. Payment of the last 25% when the Department of Transportation (DOT) accepts and issues the Certificate of Completion.

Mr. Parisi stated that, with this payment plan, Halvorsen will have paid 75% by the start of construction. Counsel would bring this to Halvorsen for approval; he believed Halvorsen would agree. Mr. Miller thanked Mr. Parisi for his efforts.

Regarding an issue raised by a Cranberry Crossing resident with vehicle headlights from Kumamoto Lane shining into homes in Cranberry Crossing, Mr. Parisi stated he looked at the berm and plantings in Belon Lane and the same materials would be installed at the affected location. The resident was advised of this and was appreciative.

Mr. Miller stated that he arrived to the meeting location earlier, while the CDD #1 Board was discussing its desire to get part of the Halvorsen contribution. Mr. Miller stated that Mr. Slater, a CDD #1 Board Member, advised him that Supervisor Joe Badessa was designated as the CDD #1 representative to try and understand CDD #2's position and make a case for CDD #1 to get half of the Halvorsen contribution. Mr. Miller stated that he will talk with Mr. Badessa and let him know that nothing would be shared unless the majority of the CDD #2 Board agrees to the contrary. Mr. Miller stated that CDD #2 has an agreement with Halvorsen, and CDD #1 has its own agreements regarding other properties. The Board agreed that CDD #1 has no claim to any part of the Halvorsen contribution.

Mr. Parisi stated he raised the issue at the CDD #1 meeting because he did not think the CDD #1 Board understood CDD #2's position. He believed that a discussion with CDD #1 would help the Board to understand the issues.

Mr. Miller stated that he heard concerns at the CDD #1 meeting about traffic at the gatehouse near Publix, and Mr. Parisi discussed the gate that would prevent Publix delivery truck traffic from entering Fiddler's Creek. Elliot Miller stated his traffic concerns about cars exiting the Fiddler's Creek gatehouse heading toward cars entering Fiddler's Creek Plaza and asked if it is possible to install a stop sign.

Mr. Parisi noted that the location in question is at Sandpiper Lane where it comes out onto Sandpiper Drive. He stated Mr. Cole would have to address the question of adding a stop sign due to the desire to slow traffic down; a stop sign might be present but not being obeyed.

Mr. Cole showed a diagram of the intersection and stated the concern is the Publix sign, which may not be the same as the one depicted in the diagram. He stated, when traffic on Sandpiper Lane stops to turn left or right, the sign is blocking the sightline needed to see traffic exiting the gatehouse. He sent an email to Mr. Mark Minor, who responded that the requirements for sightlines, with regard to, landscaping were met, but the curve was not taken into account. Per Mr. Cole, one solution could be installing a stop sign before Sandpiper Lane and the Publix sign for traffic exiting Fiddler's Creek. He did not believe stop signs are needed for traffic entering Fiddler's Creek, but a stop sign in the area mentioned would help prevent conflicting turning movements.

The consensus was that it is a dangerous area. Mr. Parisi stated that Mr. Cole should meet with Mr. Minor and consult the Transportation Division.

Mr. Pires suggested that, given the concern about the intersection, if Mr. Cole determines that a stop sign is not appropriate, other traffic control devices or signs might be needed.

Mr. Miller asked how long the process would take. Mr. Cole stated it is not a complicated process, but it could take up to three months to get it approved and installed. Mr. Miller directed Mr. Cole to speak with Mr. Minor and address the issue.

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

Mr. Cole discussed the following:

- Draw 173, for approximately \$41,000, was already reviewed by Mr. Pires and transmitted for funding by the Trustee. This draw for the remaining invoice for Fiddler's Creek Plaza roadwork was delayed pending receipt of final invoices and documentation from the contractor. It also included utility work and soft costs from Grady Minor related to inspections and certifications.
- Draw 174 included \$420 related to the Fiddler's Creek Plaza project and \$1,900 related to the Phase 5 Unit 2 final utility acceptance work that had been pending for years.
- A contractor proposal was being sought to fix paver blocks in Museo.

➤ Permanent sign posts are needed for pedestrian crossings; a funding summary would be presented because there are limited funds left in the bond construction account.

Ms. DiNardo voiced her opinion that another sign is needed at the intersection of Campanile Circle and Museo Circle. Mr. Cole stated he would confirm this with Mrs. Adams and amend the original signage plan as needed. The consensus was that the signage should conform with the rest of the community.

Mr. Cole stated that the funds remaining in the 2014-2 construction account are limited and there would not be enough to pay for the signs. He would provide Mr. Adams with an updated summary.

The consensus was the expense of up to \$10,000 for the signs would need to come from the general fund.

Mrs. Adams stated there are required irrigation repairs on Sandpiper Drive adjacent to the gatehouse; additional information is needed from Aqua-Matic. Mr. Cole stated temporary piping was installed to maintain irrigation; a portion of sidewalk would need to be replaced, and the repairs would proceed when the area dries out.

Mr. Miller asked Mr. Cole when he anticipated the traffic survey would begin. Mr. Cole thought the end of January, which would coincide with seasonal traffic. The recent opening of 7-Eleven would help too. Mr. Miller was amazed at how light the traffic is now. Mr. Cole recalled that 951 had a lot more traffic and it took a long time to get that traffic light.

Mr. Klug asked if the determination to warrant a traffic light is based only on traffic counts. Mr. Cole confirmed that it is. Mr. Klug voiced his opinion that there is a safety issue. Mr. Cole stated that the warrant study also looks at the traffic accident history. Mr. Miller asked if there was any way to expedite the process by partnering with 7-Eleven. Mr. Cole stated he would discuss it with Mr. Banks.

Mr. Barry stated he uses that exit frequently and finds it very dangerous, even when traffic is light, because it is difficult to see oncoming traffic. Mr. Miller agreed. The consensus was that the entrance is difficult and dangerous and the traffic light is essential.

Mr. Miller expressed concern that the traffic level would be too light to warrant a light and asked how long it took to get the traffic light installed at 951. Mr. Albeit stated it took 15

years to get the light installed on 951. Mr. Klug suggested enlisting the aid of Publix, in addition to 7-Eleven, in order to expedite the process.

➤ Regarding the three destroyed sections of the Sandpiper wall, Mr. Cole stated he received approval from Mr. Adams so the wall should be repaired in the coming weeks.

Mr. Miller asked Mr. Parisi to ascertain whether Publix and 7-Eleven can assist in getting the traffic light installed. Mr. Parisi suggested going to Commissioner LoCastro. Mr. Miller asked Mr. Parisi to contact him.

**EIGHTH ORDER OF BUSINESS**

**Update: Status of Petition for Boundary Amendment**

Mr. Pires stated Mr. Greg Urbancic submitted the petition to Collier County for the boundary amendment discussed at previous meetings. Mr. Miller asked if edits were made. Mr. Pires replied affirmatively, and reminded the Board that CDD #1 must petition the State. Mr. Cole is working with a Tallahassee attorney. CDD #1 scheduled the local public hearing to be held in January and the County would have a public hearing.

Mr. Miller asked if CDD #2 is required to have a hearing in Tallahassee. Mr. Pires replied no, and stated that the CDD #2 hearing would be before Collier County. Mr. Miller asked if there could be one hearing for both CDDs. Mr. Pires explained that hearings for different governmental bodies cannot be combined. Mr. Pires discussed the hearings needed and what occurs during each.

**NINTH ORDER OF BUSINESS**

**Continued Discussion/Consideration of Open Space/Undeveloped Parcel: Cordgrass vs. Bushhogging**

Ms. Viegas stated her opinion that no discussion is needed regarding bushhogging the area since it is the most cost-effective efficient solution submitted by GulfScapes.

**On MOTION by Ms. Viegas and seconded by Mr. Miller, with all in favor, the GulfScapes proposal for bushhogging, with no improvements, was approved.**

**TENTH 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 said he did not have time to revise the documents and asked to table this to the next meeting.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Callista at Fiddler's Creek Condominium Association, Inc., Roadway Facilities Lease Agreement**

Mr. Pires recalled that Ms. Viegas raised the issue that Callista signed the wrong Lease Agreement, which did not include the edits she and Mr. Miller requested. Mrs. Adams stated she has the corrected version now. Mr. Miller would execute it today and then it would be provided to Callista to execute.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Hole Montes, Inc. Stormwater Management System 20-Year Needs Analysis**

Mr. Cole presented the Hole Montes proposal for preparation of the Stormwater Management System 20-Year Needs Analysis Report. The State now requires submission of the Report to Collier County by June 30, 2022.

Mr. Pires stated that, once received, the County has 30 days to evaluate the Reports for insufficiency.

Mr. Cole discussed the Report template and noted that the amount spent on stormwater maintenance and capital expenses must be reported. While no bonds are planned now, a bond may be issued in the future for Hidden Cove and an estimate may be included. Mr. Cole gave examples of items that might be needed over the next 20 years and responded to questions. The Report would include assumptions for budgeted items and interest rates and would be updated every five years.

Mr. Adams stated the report would attempt to forecast useful life and failure and assign costs, but reserves would not be required. Projects would continue to be funded at the time of need. The purpose of the Report and the difficulty projecting expenses for 20 years, were discussed.

Ms. Viegas asked if the \$9,000 to prepare the Report was budgeted, since the Board was first told about the requirement in July. Mr. Adams stated, while it was discussed in July, it was not included in the Fiscal Year 2022 budget because the report template was just provided in October. Ms. DiNardo noted that additional reports would be required every five years thereafter. Mr. Adams stated, while the ongoing effort would likely be less than the initial effort, what would be required in the future remains to be seen.

**On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, the Hole Montes, Inc., proposal for preparation of the Stormwater Management System 20-Year Needs Analysis, in the amount of \$9,000, was approved.**

#### **THIRTEENTH ORDER OF BUSINESS**

#### **Acceptance of Unaudited Financial Statements as of October 31, 2021**

Mrs. Adams distributed the Financial Highlights Report.

Ms. Viegas asked why the insurance expense was at 127% of budget. She recalled the line item was increased based on a quote from the CDD's insurance provider. Mr. Adams stated a portion of the additional insurance expenditure was budgeted in "Miscellaneous- Total street lighting" when the number of street lights was doubled. The entire premium for all insurances, including General Liability, Directors & Officers, and Property Insurance, was paid for at the same time, but the insurance for the streetlights was misallocated and would be corrected. Miscellaneous was doubled from \$5,000 to \$10,000 to cover the additional streetlight coverage, given the substantial increase.

Ms. Viegas noted that the fountain expense was already at 16%, when it should only be at 8%. She stated her opinion that enough will never be budgeted for fountains, with all the continued repairs needed. The financials were accepted.

**FOURTEENTH ORDER OF BUSINESS**

**Approval of Minutes**

**A. October 27, 2021 Regular Meeting Minutes**

Mrs. Adams presented the October 27, 2021 Regular Meeting Minutes.

The following changes were made:

Line 176: Change "plats" to "tracts"

Line 183: Change "plats" to "tracts"

Line 282: Change "\$25,0000" to "\$25,000"

Line 501: Change "CCMCD" to "CMCD"

**On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, the October 27, 2021 Regular Meeting Minutes, as amended, were approved.**

**B. November 10, 2021 Regular Meeting Minutes**

Mrs. Adams presented the November 10, 2021 Regular Meeting Minutes.

The following change was made:

Line 65: Change "irrigation" to "GulfScapes"

**On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, the November 10, 2021 Regular Meeting Minutes, as amended, were approved.**

**• Action Items**

This item was discussed in conjunction with Item 15C.

**FIFTEENTH ORDER OF BUSINESS**

**Staff Reports**

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

This item was presented following Item 15C.

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

- **NEXT MEETING DATE: January 26, 2022 at 10:00 A.M.**

- **QUORUM CHECK**

The next meeting would be held on January 26, 2022.

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

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

Mr. Miller asked why only the CDD's current providers attended the landscape pre-bid meeting. Ms. Viegas offered that, based on her experience in doing bids for years, often when two providers continue to win the bid every year other competitors do not want to waste their time bidding. Mr. Miller asked if there was an understanding that contractors do not want to bid against their competitors. Mrs. Adams discussed other bids in other communities for different services where the same thing has occurred. Mr. Nuzzo stated that his opinion is the same based on his experience. Ms. DiNardo felt that it is still necessary to bid. Mrs. Adams and Ms. Viegas both noted that the bid process is a statutory requirement so bids would always be solicited due to the cost threshold and contract amount.

Ms. Viegas asked Mrs. Adams to email the Florida Power & Light (FPL) contact for a new date for the Sandpiper transformer box replacements that have the most rust and deterioration of all the boxes submitted. Mrs. Adams recalled that, at last month's meeting, the Board asked her to send all the information to Mr. Pires. Mr. Pires would be drafting a letter to the Public Service Commission. Ms. Viegas stated her recollection that they did replace the box on Aviamar Circle, some progress was being made, and there were supply chain issues so she suggested following up to see if there was a date for replacement of the boxes on Sandpiper first. Mrs. Adams stated she would send an email and blind copy Mr. Pires. Mr. Miller recalled FPL's lack of responsiveness. Ms. Viegas and Mrs. Adams discussed the history of the contacts and Ms. Viegas stated the current contact has been very responsive since she is copied on all the emails due to her involvement in the issue throughout CDD #2. Mrs. Adams stated she would send another email requesting an update on the Sandpiper transformer box replacements.

Ms. Viegas asked for the status of the repairs on the bridge behind Millbrook. Mrs. Adams stated she had not found a contractor yet but she would follow up.

Mr. Klug noted an area of grass overgrown with weeds on the Sandpiper traffic lanes going out of Fiddler's Creek towards 41 just past the canal bridge. Mrs. Adams noted that area is part of CDD #1 and stated that she viewed it and it will be addressed.

Mr. Parisi stated the section in the Fidler's Creek Declarations that pertains to restricted vehicles is Section 8.33 and not 8.31, as noted earlier. He stated that golf carts are specifically addressed in Section 8.337, and golf carts are restricted vehicles not allowed in the community unless permitted by The Foundation for use by golf facilities personnel. Mr. Miller stated the golf carts in question are owned by residents. Mr. Albeit would make sure that Security staff addresses the issue of unregistered golf carts.

▪ **District Counsel’s Report**

**This item, previously Item 15A, was presented out of order.**

Mr. Pires stated, in follow-up to the issue regarding the irrigation easements along the back at various lot lines, Mr. Parisi, on behalf of Oyster Harbor Village and Fiddler’s Creek Association, Inc., provided a letter of indemnification that was deemed acceptable. Mr. Adams was asked to make that part of the official record for Board approval.

Ms. Viegas stated, with regard to the Amaranda landscaping issue, the palm tree is still dead, but, according to the Agreement, it should be cured within ten days. Mr. Miller stated he received an email advising that it would addressed immediately. Ms. Viegas stated the matter was not addressed. Mr. Pires stated he would send an email asking for it to be addressed and Mr. Miller would be copied on the email.

Regarding the Action Items, Mrs. Adams stated the majority of items were completed. The Amaranda dead palm tree would be added to the Action Items List.

**SIXTEENTH ORDER OF BUSINESS**

**Supervisors’ Requests**

There were no Supervisors’ requests.

**SEVENTEENTH ORDER OF BUSINESS**

**Public Comments**

Mr. Barry stated he is new to Chapter 190 and CDDs. He voiced his understanding that The Foundation provides services to CDD #2, and that The Foundation is a not-for-profit and the

CDD is bound by the Covenants. Mr. Miller stated that is correct and noted that the CDD owns and operates infrastructure and The Foundation provides security and pressure washing services, under contract with the CDD. Communication services with Comcast are provided directly to homeowners and have nothing to do with the CDD because it is not an infrastructure item. Mr. Miller gave a brief overview of the purpose and function of the CDD with regard to financing and building of infrastructure.

Mr. Barry stated he had questions about The Foundation. Mr. Miller suggested he attend The Foundation's Board meetings, at which questions from homeowners are welcomed. Mr. Albeit stated the next meeting would be in February, and he invited Mr. Barry to call with any specific questions. Mr. Barry stated he wants to understand the relationship between the CDD and The Foundation. Mr. Miller offered to speak with Mr. Barry following the meeting.

**EIGHTEENTH ORDER OF BUSINESS****Adjournment**

There being no further business to discuss, the meeting adjourned at 11:45 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Secretary/Assistant Secretary



Chair/Vice Chair