

**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 January 26, 2022 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. Members of the public were able to listen 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	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
Richard Renaud	Fiddler’s Creek Security
Mike Barrow	GulfScapes Landscape Management
Dennis Bretz	LandCare
Chad Mischel	LandCare
Joseph Badessa	CDD #1 Board Member
Cesare Turrin	Resident
Scott Bradley	Resident
Joan Smith	Resident
Shannon Benedetti	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 10:04 a.m. All Supervisors were present in person.

SECOND ORDER OF BUSINESS

Public Comments: Non-Agenda Items

Resident and Safety Advisory Committee Member Cesare Turrin, of Oyster Harbor (OH), gave a PowerPoint presentation and discussed proposed remedies to perceived safety issues at the intersections of Sandpiper Drive and Fiddler's Creek Parkway and at Sandpiper Drive and Cherry Oaks Trail. He displayed photos and discussed instances in which line of sight for drivers, bicyclists and pedestrians in the crosswalk may be at least partially obstructed by the tall ornamental grass. He recommended making a determination as to how much grass should be removed to ensure an adequate line of sight and that all island end caps be made consistent. He felt that the intersections are dangerous, the grasses are too high, and the landscaping should be consistent.

Mr. Klug asked why the grass could not just be trimmed. Mr. Turrin stated the grass could be trimmed but the end caps would not be consistent with other end caps that are mostly turf.

Mr. Miller noted that Mr. Turrin was raising two points; one deals with the height of the grass. He asked Mr. Cole to review the area and determine the appropriate height. Mr. Cole stated the standard has been discussed many times, but he did not recall the exact height; he would forward the information to Mrs. Adams.

Another resident believed an ordinance contains the standard.

Mr. Miller stated Mr. Turrin's second point was about the aesthetics of having different end caps.

Ms. DiNardo asked if the priority is safety or design. Mr. Turrin stated that safety is the priority. Ms. DiNardo believed the excessive height could be attended to and she felt that the design would be upgraded by being maintained better; this would be addressed during the contract renewal. She believed it should be maintained at a higher standard and the safety matter addressed.

Mr. Miller stated the aesthetic question is whether it would be more aesthetically pleasing for all the end caps to look alike. Ms. DiNardo felt that the entire community should be considered. She noted that whether the end caps should all conform is a personal opinion and,

in her opinion, as long as it is aesthetically acceptable, the cost should be taken into consideration.

Ms. Viegas agreed with Ms. DiNardo and voiced her opinion that variety is better than a “cookie cutter” approach. Other Board Members agreed.

Mr. Turrin showed photos of the Sandpiper Drive and Cherry Oaks Trail intersection, which has a similar issue. Mrs. Adams stated that would be addressed by CDD #1.

Resident Scott Bradley stated the builder recently turned over Amaranda Village to the residents. He believed there is a safety issue at the north end of Amaranda Court where a section of sidewalk is missing where it intersects with Aviamar Circle. Ms. Viegas recalled that she raised this issue to Mr. Cole months ago and he was going to research who owns that area.

Mr. Bradley stated that, since June, a streetlight pole has had a missing base cover and exposed wires. Mrs. Adams stated a work order was already submitted and, although she emailed residents to advise them about issues that were addressed, Mr. Bradley might not have received the email. Mr. Miller stated that Bentley Electric would address the issue. Mr. Bradley mentioned stormwater pooling at the turnaround, causing sinkage; he saw orange markings on the pavement so he thought it might be being addressed.

Mr. Cole stated he spoke with another resident and the Developer regarding the sidewalk issue. He noted that the subdivision plan shows the connecting sidewalk piece between the two areas, but it was omitted.

Mr. Parisi stated he would contact Pulte, the Developer. He indicated that the project was initially zoned as multi-family, which only requires sidewalks from the units to the mailboxes; however, single-family homes do not have that. He believed it is Pulte’s responsibility, as it is their property. Mr. Miller suggested that Mr. Bradley ask HOA Management for his area to contact Pulte.

Mr. Cole stated, while the sidewalk is in the CDD right-of-way (ROW), it is shown in Pulte’s plans for the subdivision improvements. Mr. Parisi agreed and stated Pulte should have installed the sidewalk when finishing the community.

Mr. Bradley stated there is no signage for Amaranda Village on the monument plaque near the fountain at the Aviamar entrance. It was noted that this is also a Pulte matter. Ms.

Viegas stated that Dorado is not on the monument either. Mr. Miller asked who manages Dorado. Ms. Viegas stated it is still managed by the Developer.

Regarding the stormwater issue, Mr. Cole stated he is waiting on a proposal for valley gutter and sidewalk repairs by the catch basin before the issue can be addressed.

THIRD ORDER OF BUSINESS

Update: Line of Credit for Impending Hurricane Season

Mr. Adams stated that both CDDs #1 and #2 were approved; the bank is finalizing the documents and a draft should be received within the week. He would send Mr. Miller a copy of the draft.

With the recent tornadoes in the area, Ms. Viegas voiced her opinion that the line of credit should not end in November, as previously discussed. She proposed having the line of credit apply to the full year. Mr. Adams stated the line of credit could be closed out on the calendar year. Ms. DiNardo asked if there would be a price difference. Mr. Miller stated there would not; it would only affect when the CDD begins to pay.

On MOTION by Mr. Miller and seconded by Ms. DiNardo, with all in favor, authorizing securing the line of credit for the full year, was approved.

Mr. Miller asked if the bank has a new name. Ms. Viegas stated the bank’s new name is First Horizon Bank. Mr. Adams stated the bank’s name change contributed to the ongoing delays and noted that First Horizon Bank did not have a program like this. Mr. Pires and Mr. Adams discussed banking issues related to working with governmental entities.

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:

- His department is responsible for tree canopy trimming, pressure washing of sidewalks and curbs and ensuring that irrigation is supplied to the communities.

- Tree Canopy Trimming: Trimming was caught up and will resume in March with the fruited palms, which will be cut first in March and again in October.
- Pressure Washing: Over the last 30 days, crews have been working on Club Center Boulevard and Mulberry Lane. Crews are currently working in Marsh Cove and pressure washing a pump station on Aviamar Circle.

Mr. Miller asked how Mr. Lux determines which area to clean next and asked if crews stay in CDD #1 until it is finished and then begin working in CDD #2.

Mr. Lux stated his plan is developed to allow the team to clean every property, including all curbs, sidewalks, monuments, buildings, concrete seating, and bridges; the contract states they must be done one time per year. Each month the Current Month Projected Plan map shows a bird's eye view of what is happening. Areas in red on the graphic were completed. Areas in yellow are scheduled and crews are currently scheduled in Marsh Cove during January. When Marsh Cove is done, the crews would proceed to Isla Del Sol and then Championship Drive, the main artery, which takes two months to complete. From Championship Drive, crews go into all the surrounding communities.

Mr. Miller asked when the crews would get to CDD #2. Mr. Lux stated about half the time during April, May, June, July, August, and September. Mr. Miller asked for the status of the new equipment. Mr. Lux stated he had no update; the equipment is on order and parts are coming in and he hopes it will be delivered within the next few months because the schedule, as planned, depends on it.

Mrs. Adams felt that the entirety of the Aviamar entry looks terrible, even though it was cleaned. She distributed a proposal from Florida Painters. Mr. Lux agreed and stated the concrete benches are porous. Ms. Viegas asked if the porous nature of the benches meant the mold and discoloration would return quickly. Mr. Lux stated he could not address that. Mrs. Adams stated the contractor would need to answer that question; they just refinished the entry at Veneta and there is no reason they could not do the same at Aviamar, but the surface needs to be cleaned and painted regularly.

Resident Shannon Benedetti stated she volunteers and works with Mr. Lux, and they were finding permanent staining and discoloration in the cement after cleaning. She noted that

many residents spoke with Mr. Joe Vaccaro, who suggested using a different cleaner, but the problem is that the environmental impact should be considered. The current product does not address the staining and discoloration. When she advises Mr. Lux of muddy areas and potential liability due to the possibility of someone slipping, Mr. Lux addresses it right away.

B. Security and Safety Update: *Dan Frechette*

Mr. Renaud presented the monthly PowerPoint presentation. He noted the methods available for gate access and discussed the following:

- Gate Access: Guest access for the month of December was high.
- Occupancy Report: The fifth week of December had the highest occupancy.
- Incidents Report: Open garage doors and parking were the most common incidents.

Mr. Miller asked to what extent Security is dealing with golf carts and asked if Mr. Renaud saw the e-blast that went out. Mr. Renaud replied affirmatively and stated that golf carts with license plates are allowed to be on the roads. Warnings are issued for golf carts that are not properly registered. Repeat offenders are referred to the Fining Committee.

Ms. DiNardo asked what rule applies to golf carts with out-of-state license plates. Mr. Renaud stated that out-of-state license plates are still valid for a time. Mr. Parisi stated that license plates from other states are only valid for 30 days; golf carts must be re-registered like any other vehicle in Florida.

Mr. Miller stated that the e-blast was very helpful and made clear that there are two issues. First, the Covenants apply to Fiddler's Creek, and Florida law and statutory descriptions also apply. Mr. Parisi stated he understands that vehicles change but the security procedures and the Florida Statutes must be complied with. Mr. Miller stated he received several comments about the sudden and unusual increase in the number of golf carts.

Mr. Renaud stated that golf cart registrations are checked, and stickers issued. Golf course golf carts are not permitted on the roads.

Mr. Albeit stated the e-blast was sent to the community. Mr. Miller stated that was helpful and it was hoped the impact would be great.

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 he and Mr. Cole had a conference call with Taylor Morrison's (TM) attorney, TM's Project Manager Keith Norton, and TM's Division President Barbara Kininmonth. TM staff was surprised by the estimated \$60,000 cost but, after a long discussion, Ms. Kininmonth stated that TM wants to see it resolved and be a good neighbor. Mr. Cole raised an alternative approach to what was previously presented to the Board.

Mr. Miller asked if Ms. Kininmonth was surprised that TM would put facilities and drainage in areas where there was no easement.

Mr. Pires stated TM's position was that TM acquired the property recognizing that there was an easement behind the homes but, since the hedge was in existence, TM could not place the yard drains in the easement because of the slope of the berm and the Ficus hedge. That also resulted in the grading of at least one of the lots being based upon a berm that did not exist.

Mr. Miller asked if TM saw the property before they acquired it. Mr. Pires did not know. Mr. Miller stated he was curious because it was pending for so long and, in his opinion, TM's position is weak, in terms of the negotiations.

Mr. Pires stated he did not know what Ms. Kininmonth was informed of prior to their conversation; she expressed surprise at the cost and the scope, but it was a very good conversation. Mr. Pires stated that Ms. Kininmonth indicated that TM wants to be a good neighbor; therefore, the goal is to arrive at a final amount that will resolve the issue with no surprises for any of the parties. Mr. Cole distributed a hybrid proposal that was submitted to GulfScapes.

Mr. Klug asked if TM knew about the Ficus hedge encroachment before they acquired the land. Mr. Pires did not know. Mr. Pires stated that TM had drawings prepared by an engineering firm that showed the yard drains in the easement and part of the issue with Collier County is that the County signed off on the drawings.

Mr. Cole indicated that what Mr. Pires stated thus far is correct. The GradyMinor drawings for Phase Four, Unit One showed the rear yard swale and yard drains; there was no

information about elevations, but they neglected to verify that the rear swale did not exist. As mentioned before, that area was planted with a Ficus hedge and no swale. Mr. Miller asked if Mr. Mark Minor has been part of the discussions. Mr. Cole stated he was not. Mr. Miller asked if this issue was raised with Mr. Minor. Mr. Cole stated it was not.

Mr. Klug asked if TM informed anyone that the yard drains were installed outside the easement area because of the presence of the hedge or did TM make the decision. Mr. Pires did not know.

Mr. Cole recalled meeting with Mr. Norton two years ago, before the yard drains were installed, and suggested GradyMinor do a survey of the existing conditions. TM did not do it and the CDD had Mr. Cole's firm do the survey to work toward finding a resolution. Mr. Pires stated the cost for that was part of the engineering fees incurred.

Mr. Miller stated he was asking these questions because, in his mind, the proposal is a compromise and the Board could take the position that TM has an issue with its Engineer and, if TM does not want to make the full payment, they could look to GradyMinor for some of it.

Mr. Pires stated GradyMinor is not TM's Engineer. Mr. Cole stated that TM bought the property from the Developer already engineered. Mr. Parisi recalled that a roadway into Veneta, at Amador, was changed when the road was taken out to finish the lots in Amador.

Mr. Cole reviewed the pricing in the hybrid proposal. Lots 1, 2 and 3 still had drainage pipes outside the easement; those property owners do not want any encumbrances on their lots other than the platted drainage easement. The proposal takes out the Ficus hedge from the first three lots, adds a swale, and modifies grading and landscaping. Mr. Cole stated he met Mr. Mike Barrow, of GulfScapes, at the lots and reviewed the proposed solution; one homeowner was there.

Mr. Pires asked how much of the Ficus hedge would be taken down. Mr. Cole stated the Ficus hedge would be removed from the first three lots. Ms. DiNardo asked how many lots would be unaffected. Mr. Cole stated four lots would be unaffected; those four lots are perpendicular to the hedge and would tie into yard drains. With the proposal, every yard drain and pipe would be within the drainage easement, and any pipe or yard drains outside the drainage easement would be removed, backfilled, and restored.

Mr. Pires stated it would be helpful to get the scope, since Mr. Cole indicated that removing the yard drains and connecting pipes outside the easement and constructing yard drains within the easement on Lots 1, 2 and 3 requires removing part of the swale and the hedge and regrading. Mr. Cole spoke with the homeowner that was present at the meeting with Mr. Barrow and obtained the GulfScapes' proposal. The proposal must be presented to TM and a Settlement Agreement would be necessary for TM to provide the \$56,883.23 for the work, plus \$16,000 for legal and engineering fees. The CDD would hire the vendors to complete the work and, upon delivery of the funds to the CDD, TM would receive a release.

Mr. Miller asked when the payment would be made. Mr. Pires suggested that the payment should be received as a lump sum when the Agreement is signed. Mr. Miller felt that this is a crucial point.

Mr. Cole stated he provided the initial estimates not knowing how much things would cost, and the scope increased because the old pipes are being removed and more yard drains are being installed; the old pipes would not be reused. The graphic attached to the proposal showing the scope of all work that would be done was discussed.

Mr. Klug asked why the CDD would be contracting for the work. Mr. Pires stated it is best, so the CDD has control over the work. Mr. Klug asked if all the impacted homeowners would agree to the required work. Mr. Pires replied affirmatively and stated that the homeowners would need to agree to removal of the yard drains; approval is not required for removal of the hedge, but a permission letter would be needed from each homeowner.

Mr. Albeit asked if the Ficus buffer between Fiddler's Creek Parkway and the community would be replaced. Mr. Barrow stated it would be replaced with Clusia; there was existing Clusia in the area and more would be added for consistency. Mr. Albeit stated approval from the Design Review Committee (DRC) would be needed. Mrs. Adams stated she would send an email requesting DRC approval.

Mr. Miller asked if Board approval of the concept of the compromise was needed. Mr. Pires replied affirmatively and voiced his opinion that the costs and proposal should be presented to TM before contacting homeowners. Mr. Miller believed that one homeowner was nominated as a delegate for the seven affected homeowners. Mr. Pires stated that, to get

approval from each homeowner, it might be best to have an Engineer speak with them individually. County approval is not required because this is a maintenance matter.

Mr. Klug recommended contacting the homeowners regarding the concept before signing the Agreement. Mr. Miller suggested making the Settlement Agreement contingent upon homeowner approval. Mr. Pires recommended requiring a consent to entry from the homeowners, as opposed to approval of the plans. Mr. Klug suggested postponing additional engineering expenses until the affected property owners approve proceeding with the work. The consensus was that there is no homeowner delegate, and the homeowners should be approached individually.

Mr. Miller asked Mr. Cole to call Mr. Mike Mills, the Amador HOA President. Mr. Pires suggested also contacting Mr. Schwartz, the homeowner who was on site at the meeting with Mr. Cole and Mr. Barrow.

The Board directed Mr. Pires to proceed with the hybrid proposal and plan discussed. Mr. Pires stated he would schedule another virtual call with TM and Mr. Cole, at which, the new amount, conceptual plan, and new total would be presented. Mr. Pires stated Mr. Cole was good about advising them that the amount was a rough estimate. Regarding whether to approach TM or the homeowners first, in case either party says no, Mr. Pires felt that there is no harm in having preliminary discussions with the homeowners about the concept. Mr. Pires believed bank approval related to mortgages would not be needed because removing encroachments would improve compliance.

▪ **Discussion: Fiddler's Creek CDD #1 Request to Share Halvorsen Contribution for Sandpiper/US 41 Traffic Signal Project**

This item, previously the Eleventh Order of Business, was presented out of order.

Mr. Miller announced that CDD #1 Board Member Joe Badessa was in attendance to try to persuade the CDD #2 Board to share the Halvorsen contribution with CDD #1.

Mr. Badessa stated that he is new on the CDD #1 Board and he was not on the Board when the Interlocal Agreement regarding the traffic light on 951 was signed. The Halvorsen contribution came to his attention when he heard a CDD #2 resident bragging about CDD #2 getting a \$200,000 contribution from Halvorsen. He was made aware of the Interlocal

Agreement at a subsequent budget meeting at which, Mr. Brougham, the CDD Chair at the time and an original signee of the Interlocal Agreement, was beside himself.

Mr. Miller stated the Interlocal Agreement between CDD #1 and CDD #2 that Mr. Badessa was referring to was signed at the time the traffic light on 951 was being installed. That Agreement stated each CDD would pay half the cost for the traffic light on 951 and, when the light is installed on US 41, CDD #1 would pay no more than half the cost.

Mr. Badessa noted that the Interlocal Agreement was signed in 2013. Mr. Miller stated he was on the Board at that time. Mr. Badessa asked Mr. Miller to discuss the intent of the Agreement.

Mr. Miller stated that it took years to get the light on 951 installed. When the cost was ascertained for that light, CDD #2 was asked by CDD #1 to share the cost. CDD #2 agreed and negotiated the Interlocal Agreement which called for CDD #1 to share the cost for the future light on US 41.

Mr. Badessa read portions of the introduction to the Interlocal Agreement and discussed his interpretation of the purpose of an Interlocal Agreement. Mr. Miller and Mr. Badessa discussed the binding part and the intent of the Agreement.

Mr. Badessa asked why the 7-Eleven contribution was shared but the Halvorsen contribution was not.

Mr. Miller stated the Agreement provided that, in exchange for CDD #2 paying half the cost of the light on 951, CDD #1 would pay no more than half the cost of the light on US 41. Mr. Miller stated the Agreement is specific and CDD #1 is not being asked to pay more than half the cost for the light on US 41; CDD #1 is being asked to pay only half the cost. Mr. Miller stated his feeling that the resident comment that Mr. Badessa overheard was silly and explained that, from the CDD #2 Board's perspective, they are fiduciaries for the residents of CDD #2 and it is their duty to maximize the benefit for their CDD #2 constituents. Mr. Miller explained that CDD #2 has a contract with Halvorsen and CDD #1 has certain rights to development of the property outside Fiddler's Creek on 951 that CDD #2 does not have. CDD #1 has an obligation to its residents and CDD #2 has an obligation to its residents, which must be kept in mind because

the contract does not modify that in any way because CDD #1 is not being asked to pay more than half the cost.

Mr. Badessa asked what the intentions of the Interlocal Agreement were when it was signed. He asked if the Board had a perception that development would occur in CDD #2.

Ms. DiNardo stated that both Boards were aware that there were commercial areas on 951 and on US 41; everyone on both Boards knew the boundaries.

Mr. Badessa voiced his opinion that the Interlocal Agreement does not separate CDD #1 from CDD #2.

Ms. Viegas stated her recollection was that the CDD #2 commercial area was rezoned in 2017; therefore, in 2013, the area was not commercially zoned.

Mr. Badessa stated that, in his opinion, this is a matter of integrity and not a legal matter as it relates to the Fiddler's Creek Community.

Mr. Miller stated that it is a legal issue, not an ethical or conceptual issue. The contract provides that CDD #2 gets \$200,000 from the Developer of property that used to be CDD #2 property and CDD #2 has an agreement with the Developer, Halvorsen. Mr. Miller stressed that CDD #2 owes its constituents an obligation to maximize recovery and minimize CDD #2's expense, so this is a financial and legal matter.

Mr. Badessa believed that it is a financial issue and discussed his reasons.

Mr. Miller discussed why he believes this is a legal issue and stated CDD #2 has an obligation to its constituents and, if the obligation to its fiduciary beneficiaries, its constituents, is disregarded, CDD #2 could incur legal liability.

Mr. Badessa reiterated his belief that this is an integrity issue.

Mr. Klug believed that the issue is that CDD #2 property was involved in a contract with a Developer, Halvorsen.

Ms. Viegas recalled that Mr. Cole presented the outline of the funding for the traffic light to both CDD #1 and CDD #2 months ago and, at that time, no issue was raised regarding the Halvorsen contribution. She questioned why the issue is being raised now.

Mr. Badessa gave his opinion that the issue is a Fiddler's Creek Community issue and stated he would "agree to disagree".

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

Mr. Parisi stated the last lift of asphalt in OH was nearly completed; it was expected to be done by January 29, 2022.

Mr. Miller asked about the berm installation requested by a resident to block headlights, discussed at prior meetings. Mr. Parisi thought the berm was installed. The plants need time to grow; he would remain in contact with the resident.

Mr. Parisi stated his surprise that the gate behind Publix was not completed due to pending County permits; everything was fabricated, he would follow up today.

Mr. Miller asked about the Sandpiper Lane stop sign discussed at the last meeting. Ms. Viegas noted that it was an engineering issue. Mr. Cole stated he sent an updated report to Mr. Minor but had not received a response. Mr. Parisi stated he would try to schedule a meeting with Mr. Cole and Mr. Minor to discuss the stop sign or another solution.

Resident Joan Smith, of Millbrook, stated she uses that exit frequently and she noticed more and more cars coming off US 41 waiting to turn into Publix.

Ms. Viegas asked if Halvorsen agreed to the payment terms discussed at the last meeting. Mr. Parisi stated Halvorsen did, but some language was included to ensure that the warrants are approved and that the light is completed before the final payment.

Ms. Viegas asked Mr. Parisi if he followed up with Commissioner LoCastro to request assistance in getting the Florida Department of Transportation (FDOT) to approve the traffic light, as discussed at the last meeting. Mr. Parisi stated he had not contacted Commissioner LoCastro yet, but he would contact him.

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

Mr. Cole discussed the following:

➤ The Dally & Haar Roofing proposal for Pumphouses #1 and #2 roof repairs at a total cost of \$13,700 was distributed. In a year and a half Pumphouse #1 will be replaced and in three and a half years, Pumphouse #2 will be replaced. These are located on Lake 88, west of Aviamar. Pumphouse #3, at the east end of the Sandpiper gate is approximately 10 years newer. The

structures are so old that replacement roof tiles are not available so they will move the ones from the back to the front where they are visible. They will weatherproof underneath the tiles.

Ms. DiNardo asked for the cost to reroof. Mr. Cole stated it would be approximately \$40,000 each. Mrs. Adams stated that was the cost a year ago; it would likely be higher now. Mr. Klug noted, if tiles are needed, Varenna has a lot of tiles coming off roofs being replaced that could be used. Mr. Cole stated he would make a note of that.

Mr. Cole stated that the contractor has not been out to prepare a proposal for repairs to the hatch area on Pumphouse #3. He asked the Board to approve an expense for that repair, in a not-to-exceed amount of \$5,000, in addition to the proposal distributed. He anticipated a proposal could be provided soon; Dally & Haar would complete all the work at the same time. Mrs. Adams stated the total would be \$13,700, based on the handout provided, and an additional \$5,000 for the required repairs on Pumphouse #3.

On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the Dally & Haar Roofing proposal for Pumphouses #1 and #2 roof repairs, in the amount of \$13,700, and the Pumphouse #3 hatch repairs, in the amount of \$5,000, were approved.

➤ Ms. Viegas had reported a landscape bridge behind Millbrook, as depicted on a graphic, consisting of a wooden platform with a planter where the wooden boards are in disrepair and need to be replaced. A contractor was contacted to submit a proposal to complete the bridge repairs.

➤ Traffic counts were completed and submitted to the Florida Department of Transportation (FDOT) for the warrant for the traffic light on US 41. J&B Transportation Engineering, who did the counts, felt that the minimum number necessary for the warrant was met. FDOT approval is needed. The traffic counts were forwarded to the FDOT for review.

Mr. Miller asked if Mr. Cole could provide numbers. Mr. Cole stated he has the numbers and, while he could not interpret them, it was Mr. Banks' opinion that they meet the minimum requirements, based on the criteria and thresholds.

Mr. Miller asked how long it would take for the warrant to be approved. Mr. Cole estimated it would take several months. He stated that the signal on 951 took a long time. There is now a lot more traffic and more residents. The Department of Transportation (DOT) analysis would include Publix and the 7-Eleven, as well as neighborhood traffic in the area during peak times.

Mr. Miller asked how long it took to receive approval on 951. Mr. Cole stated it took a long time. He stated there is a dwindling amount in the 2014 bond construction fund; the approximately \$178,000 remaining is enough to proceed with soft costs, design, and part of the permitting, but it is not enough for construction; up front funds from Halvorsen would be needed to pay the contractor.

➤ Draw #175, for approximately \$15,000, was submitted for completion of the punch list items in Aviamar, Phase 5 Unit 2 including County work on the final acceptance for the subdivision. This draw includes CDD #2’s portion of funding the punch list work, and GradyMinor’s inspection work related to the project.

➤ The Sandpiper Drive wall repairs were completed.

Ms. Viegas confirmed that the work was completed.

EIGHTH ORDER OF BUSINESS

Update: Status of Petition for Boundary Amendment

Mr. Pires stated he is working with Mr. Urbancic on this matter, and it is currently scheduled for consideration by the County Commission on February 22, 2022.

NINTH ORDER OF BUSINESS

Continued Discussion: Consideration of Acceptance of Deeds for Fee Simple Ownership of Various Landscape/Buffer Tracts Within Fiddler’s Creek CDD #2

Mr. Pires asked to table this to the next meeting.

TENTH ORDER OF BUSINESS

Consideration of Award of Contract – Landscape Maintenance

Mrs. Adams stated the Memorandum in the agenda package should be disregarded due to an error; the previous version distributed is correct. LandCare and GulfScapes were the only two bidders with representatives in attendance. The difference in the bids was minimal. The consensus was to keep things status quo, with GulfScapes doing Aviamar/Oyster Harbor and LandCare doing Veneta. Prices will be held for two years.

Ms. DiNardo stated she agreed with the direction of the Board, but she felt that LandCare’s maintenance was inconsistent.

LandCare’s new Branch Manager Dennis Bretz introduced himself. He stated that Mr. Mark Swanson and Mr. Kenny Flage left the company in October and December respectively. Mr. Chad Mischel would still serve as Project Director, running crews and maintenance. Mr. Bretz stated that he would assume Mr. Flage’s responsibilities. He discussed his experience working with Mrs. Adams at other properties and stated he is familiar with the expectations and scope of the project, which had not changed.

Ms. DiNardo discussed concerns with the landscaping provided by LandCare in other areas of the community and asked for more effort from LandCare. Mr. Bretz stated he understood, and he would address the issues.

The consensus was to continue with the current level of services from each bidder.

On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, continuing with the current service levels from LandCare and GulfScapes, was approved.

ELEVENTH ORDER OF BUSINESS

Discussion: Fiddler’s Creek CDD #1 Request to Share Halvorsen Contribution for Sandpiper/US 41 Traffic Signal Project

This item was addressed following the Fifth Order of Business.

TWELFTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of December 31, 2021

Ms. Viegas recalled that, at the last meeting, she questioned why the insurance expense was at 127% of budget.

Mr. Adams stated a portion of the budgeted expenditure was incorrectly allocated for "Miscellaneous- Total street lighting" and, when that is corrected this month, the overages in the General Liability, Directors & Officers and Fountains line items would be brought in line with the budget.

Mr. Miller asked what interest rate the CDD is earning on cash. Mr. Adams stated this has been discussed before. Mr. Adams stated the CDD is earning 20 basis points. Mr. Adams stated the goal is more about protection of the CDD's cash assets than interest earnings. Of the \$4.9 million in cash, approximately \$1.5 million is due to be transitioned to the Trustee.

Mr. Miller stated there are accounts where the CDD could earn up to 40 basis points, such as TIAA Bank's Money Market fund. Mr. Adams stated there are restrictions on the types of investment vehicles that CDDs are allowed to use. He would obtain a proposal for that.

Ms. Viegas stated that Symphony Bank offers up to 50 basis points.

Mr. Pires stated he could explore the Clerk of Courts contract, given the size of their accounts, to find out if a piggyback provision might apply. Mr. Adams stated he would follow up in this regard.

Ms. Viegas stated she was told the "Street lighting-Contractual services" line item would go from 66% of budget down to 19% in January due to a miscoding in which an expense should have been coded to CDD #1.

Mr. Miller asked if the new rates were applied to the Legal and Engineering line items. Mr. Adams stated no.

Ms. Viegas stated the high expense in "Landscaping – improvements and renovations" was due to the Aviamar entrance renovation expense of \$33,842.

Mr. Miller asked about the Trustee expense. Mr. Adams stated the Trustee only charged its annual fee on some of the debt service funds but not all; this was a timing issue.

Mrs. Adams presented the December 8, 2021 Regular Meeting Minutes.

The following changes were made:

Line 191: Change "their" to "his"

Line 235: Insert "regarding other properties" after "agreements"

Line 238: Change "CDD #2 Board" to "CDD #1 Board"

Line 242: Change "He" to "Mr. Miller"

On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, the December 8, 2021 Regular Meeting Minutes, as amended, were approved.

- **Action Items**

Per the meeting notes, Items 10, 13, 15, 17, 18, 19, 20, 21, 23, 24, 25, 27, 29, 30, 31, 32, 33, 36, 37, 38, 40, 41, 42, 43, 48, 50, 51, 53, and 55 were completed.

Item 1: Add "Approved draft to be provided to the Board next week."

FOURTEENTH ORDER OF BUSINESS

Staff Reports

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

There was no report.

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

- **NEXT MEETING DATE: February 23, 2022 at 10:00 A.M.**

- **QUORUM CHECK**

The next meeting would be held on February 23, 2022.

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

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

Mrs. Adams stated she distributed a pressure cleaning proposal, and she would like Florida Painters to present a quote for additional work at the next meeting.

Ms. DiNardo asked about metal sections in Veneta. Mrs. Adams stated that they could not be cleaned. Ms. DiNardo felt they will need to be replaced at some point.

FIFTEENTH ORDER OF BUSINESS

Supervisors' Requests

There were no Supervisors' requests.

SIXTEENTH ORDER OF BUSINESS

Public Comments

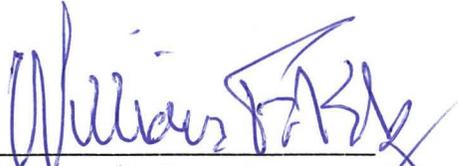
There were no public comments.

SEVENTEENTH ORDER OF BUSINESS

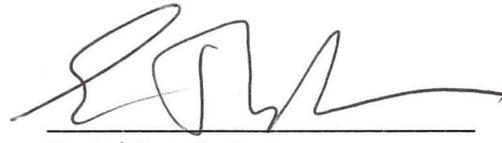
Adjournment

There being no further business to discuss, the meeting adjourned at 12:01 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Secretary/Assistant Secretary



Chair/Vice Chair