

**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 25, 2023 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present were:

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

Also present were:

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Joe Parisi	Developer’s Representative
Ed Jasiacki	Fiddler’s Creek Director of Safety
Jody Benet	Fiddler’s Creek Irrigation Manager
Valerie Lord	Foundation Representative
Ron Albeit	Foundation General Manager
Mike Barrow	GulfScapes Landscape Management
Steve Schwartz	Resident
Steven Ebert	Resident
Fran Culver	Resident
Shannon Benedetti	Resident
John Koynock	Resident

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.

SECOND ORDER OF BUSINESS

**Public Comments: Non-Agenda Items (3
minutes per speaker)**

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

Resident Steve Schwartz requested an update on the Amador drainage project and asked if Taylor Morrison (TM) signed the agreement yet.

Mr. Pires stated the draft TM Agreement for Amador is nearly finished but not yet completed. He and Mr. Miller revised the Agreement, and the last issue relates to limiting the dollar amount of the duty to defend indemnification on the CDD's part and the CDD's chosen counsel. TM's attorney, Mr. Hough, will advise his client. Mr. Miller stated the other issue related to the ceiling requirement is that he does not want the CDD to pay more than it will receive. Mr. Pires stated, from TM's perspective, this issue is the cap on the CDD's liability.

Mr. Miller observed that TM's CEO seems reasonable. He noted that the draft sent to TM incorporates the points mentioned. The hope is that those issues will be resolved when TM's attorney speaks with the CEO. Mr. Pires stated he will request a conference call with Mr. Miller, himself, Mr. Hough, and TM representatives. He thanked Mr. Schwartz for collecting the license agreements and stated that he will attach exhibits and coordinate communications.

Mr. Klug asked what will happen if this impasse cannot be resolved. Mr. Pires detailed his dialogue with TM in which he noted that, while he considers the likelihood of TM being sued for work performed by the CDD or a CDD contractor to be minimal, a lawsuit can be brought for anything, and such a lawsuit would be defended via summary judgment. Mr. Miller stated, while litigation is possible, TM's CEO has been very reasonable, and it is hoped that she will acquiesce to the CDD's two reasonable arguments. In Mr. Miller's opinion, the CDD should defend any issue with its Counsel and the CDD should not pay more than what will be recovered. Mr. Klug concurred and voiced his opinion that a firm position should be taken.

The possibility of litigation and possible parties to any litigation were discussed.

Mr. Miller recalled that the Board authorized the Agreement, subject to the changes being made. Mr. Pires stated he will schedule the conference call.

Mr. Schwartz asked to be kept informed about this matter. He asked how soon the work should be completed after the Agreement is signed. Mr. Miller recalled that TM has 30 days to make payment; the work will be completed after funds are received.

Resident Steven Ebert stated two stop signs, one on Quilcene Lane and one on Oyster Harbor Boulevard, are tilted in the wrong direction; he thinks the signs were damaged during the hurricane and present a safety issue. He noted that a "15 mph" speed limit sign on Quilcene

Lane that should be 3' from the curb line is 11' into a homeowner's yard so it cannot be seen at night. Ms. Viegas stated she sent photos to Mrs. Adams and Mr. Cole. Mrs. Adams stated the repair is already on the list.

Mr. Ebert expressed concern that the riprap rock wall installed at 3221 Kumamoto Lane is in the easement area and in violation of the site plans. He noted that 8' of the wood wall was removed, causing an incline issue. Mr. Parisi agreed and stated the issue was raised with the subcontractor that implemented the solution that was not on the site plan. Engineering is reviewing the matter and the wall will be lowered and the normal 4:1 slope and the grass in the back will be restored. The wall was designed with a wraparound turn; he believes the wall is already completed. The side of the wall facing the pond will have littoral plants to soften the appearance of the wall and the bulkhead easement will be softened. The riprap will be removed when it is no longer needed for temporary stabilization.

Ms. Viegas noted she had sent photos of these concerns to Mrs. Adams and Mr. Cole. She thanked Mr. Cole for sending Mr. Ferguson out so quickly.

Amaranda resident Fran Culver asked who is responsible for cleaning mold on the sidewalks. Mr. Miller asked her to send the addresses to Staff who will contact Mr. Jasiocki who will address the issue. Ms. Culver noted the presence of anthills on the sidewalks and on the corner of Amaranda and Aviamar. Mrs. Adams directed Mr. Barrow to inspect the anthills and have them treated or advise if this is not a CDD responsibility. Ms. Culver stated that the street sign at the corner of Aviamar and Amaranda is at an angle. Mrs. Adams stated the repair has been on the list of pending repairs since the hurricane. Ms. Culver stated a sprinkler head near the mailboxes is not working properly. Mrs. Adams stated that is an HOA issue.

Mr. Miller asked if The Foundation paid the \$13,880 that the CDD paid to clean up hurricane debris. Mrs. Adams stated that payment has not been received; she will re-send the request that was sent to Mr. Albeit and Mr. Parisi on Friday. Mr. Albeit will follow up on it.

Mr. Miller asked if the \$25,000 payment was received from Halvorsen under the Amendment to the Traffic Light Agreement. Mr. Parisi stated it is necessary to submit a request; the Amendment stipulates conditions to be met before each payment. The consensus was that the request was not made. Mr. Parisi stated the four triggers and documentation must be

submitted with backup. Mr. Adams asked Mr. Cole to send the documentation for the first \$25,000 payment to him and to ascertain if more can be requested.

THIRD ORDER OF BUSINESS

Health, Safety and Environment Report

A. Irrigation and Pressure Washing Efforts

Mr. Jasiacki reported the following:

- Several email addresses are available for submission of concerns. Emails should be sent to irrigation@fiddlerscreek.com or pressurewashing@fiddlerscreek.com as appropriate. Emails are monitored daily, and issues are forwarded to appropriate staff.
- Tree trimming concerns should be sent to safety@fiddlerscreek.com.
- Tree Canopy Trimming: In December all lake hardwoods and buffer wall hardwoods were trimmed and areas missed during initial trimming were revisited and touched up. Trimming of all hardwood hangers is now being completed.

Mr. Miller observed that the villages used an estimated 9.155 million gallons of water in December and asked what water is used and who pays for their water. Mr. Benet stated the water comes from the lakes. Mr. Adams stated the CDD pays for the water transmission and supply system.

- Irrigation Projected Usage: 20 programmable satellites within the villages are programmed to run Monday, Wednesday, and Saturday, from 9:00 p.m. to 8:00 a.m. There were 13 possible run days last month; 12 watering cycles were completed, with one rain hold.
- Irrigation Projected Usage: Nine programmable satellites within the common areas are programmed to run Tuesday, Thursday, and Sunday, from 9:00 p.m. to 8:00 a.m. There were 13 possible run days last month; 12 watering cycles were completed, with one rain hold.
- In December, the villages used over 9 million gallons of water. The common areas in CDD #2 used over 4.9 million gallons of water.
- Total water usage was 59.5 million gallons in December 2022, versus 61.6 million gallons in December 2021.
- Average precipitation in December was 2.58".
- Pressure Washing: During the past 30 days, work was completed on Fiddler's Creek Parkway and in Mallards and Bellagio; Club Center Drive is underway. Within the next 30 days

crews will move to Club Center Boulevard and the Marsh Cove area. Crews will inspect and spot clean sidewalks, as needed.

Mr. Miller asked if the new machine is as beneficial as anticipated. Mr. Jasiiecki stated it is much faster than the old equipment and it allows crews to move quicker.

Ms. DiNardo asked how long it takes to respond to a resident request. Mr. Jasiiecki stated the crews try to respond within 24 hours, when possible. Mr. Parisi stated, if a resident makes a request, the crews must still follow the schedule. If something was missed, they will go back. If they were to address every resident request immediately, they would never get through the schedule. Mr. Jasiiecki stated every request is inspected and, if it is a legitimate slip hazard, they follow up right away; however, if it is cosmetic, they will not address it as quickly.

Resident Shannon Benedetti stated she inspects some of the areas and sends photos to Mr. Jasiiecki, when necessary.

Resident Fran Culver asked for the pressure washing schedule. Mr. Jasiiecki stated there is no formal schedule.

An Oyster Harbor (OH) resident asked who controls the irrigation gauges and clocks. Mr. Parisi stated there is a problem, in that some villages are still using battery packs installed by the builders; those areas are not controlled. Ms. Viegas noted the CDD only controls the CDD common areas, and the village landscapers control the village irrigation. Mr. Jasiiecki stated the irrigation schedule is set in accordance with Collier County's limitations and requirements. Mr. Parisi will speak with the resident regarding his further irrigation questions.

B. Security and Safety Update

Mr. Jasiiecki discussed the following:

➤ Gatehouses and Patrols: The Safety Department are not first responders; in a police, fire or medical emergency, call 911 first. The Safety Department will respond as secondary help and assistance. Nonemergency information can be sent to safety@fiddlerscreek.com.

Mr. Miller asked if Mr. Richard Renaud is still employed. Mr. Jasiiecki replied affirmatively. Mr. Miller asked for the distinction between their roles. Mr. Jasiiecki stated they work together; he oversees operations and works with the communities and builders, while Mr. Renaud manages day-to-day issues with the gatehouses and in the field. Asked if Mr. Renaud reports to him, Mr. Jasiiecki replied affirmatively.

- Gate Access Control: Guest information can be entered on the members' website or mobile app, emailed to safety@fiddlerscreek.com, or via the Automated Gatehouse number.
- All three gatehouses are operational and manned 24-hours a day, seven days a week.
- Two road patrols are operational 24-hours a day, seven days a week.
- Gatehouse Activity by Gate: In December, the three gatehouses processed over 80,000 vehicles; in November, the gatehouses processed 79,000 vehicles.
- Incidents: Parking issues, open garage doors and medical emergencies are the most common incidents. Repeat violators are referred to the Fining Committee.
- Portable radar detection devices are moved around in an attempt to slow traffic and encourage drivers to obey traffic signs. When violators are identified, the license plates can be looked up and referred to the Fining Committee. In egregious cases, the Sheriff's Office can be called to assist by writing a motor vehicle summons.
- Sheriff's Deputies are on site regularly to assist with enforcement of traffic laws or to be a visible presence. Deputies responded to 70 calls in Fiddler's Creek in December.
- The portable radar device led to the issuance of ten warnings in December and seven in November; of the seven, one was a significant speeding violation that was referred to the Fining Committee.

Mr. Miller asked what the welfare check entailed. Mr. Jasiiecki stated a family member was unable to reach a resident for two days; a patrol made sure that the resident was fine.

Mr. Klug asked for the gate access breakdown between attended and automatic. Mr. Jasiiecki estimated that 65% are processed by a guard and 35% use RFIDs. A significant number of vendors, contractors and visitors come through the gates. The Championship Gate processes the lowest number of non-RFID visitors.

Ms. Viegas noted that the Occupancy Report was missing. Mr. Jasiiecki stated it was an oversight and he will email it separately and include it in future presentations.

Ms. Viegas asked for an update on the major oil spill around the traffic circle at Aviamar Circle and Dorado Lane. Mr. Jasiiecki stated Mr. Parisi will address it.

A resident stated she received a text alert about a guest at the gate from a company that she did not recognize. Mr. Jasiiecki stated he will speak with her after the meeting.

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

Mr. Parisi reported the following:

- Construction is ongoing in OH on Kumamoto Lane, Fanny Bay North, and Belon. There have been some issues, including the one discussed earlier on Lot 134. Mr. Jonathon Walsh, P.E., was hired to review lake bank erosion, grass, and drainage issues for Phases 1 and 2, and develop a Report, which was shared with TM. A meeting will be scheduled, and the Report will be shared with the TM Division President to have the issues addressed; Mr. Cole will attend the meeting.
- Due to ongoing construction in Dorado and the presence of nails, screws, etc., a street sweeper typically sweeps the roads once or twice a week. The oil spill at Dorado was determined to be due to the street sweeper's hydraulic line malfunction which dumped oil on the brush and caused a wide streak of oil to be brushed around the traffic circle. Two efforts to clean it with absorbents have not been successful. It will be pressure washed in the hopes of improvement. Due to ongoing construction, the final lift of asphalt has not been done but, when the final lift is done, they will discuss paving the traffic circle.

Asked if the oil can be cleaned now, Mr. Parisi stated it was researched and they have had good success with cleaning petroleum products but it seems that the only solution for a hydraulic oil stain might be milling the road. He will contact the individual involved and pressure washing will be attempted, but, because Dorado remains to be done, it might be an issue of timing, as he prefers to have all the road work performed at one time.

- **Architect's Plans for Championship Drive Gatehouse**

Mr. Parisi stated the architectural drawings for the Championship Gate were received. Prices will be requested, and they will try to match the aesthetics of the other two gatehouses.

The construction compound in CDD #1 should be completed by the end of February. Some landscaping, fencing and Florida Power & Light (FPL) meters are in short supply due to Hurricane Ian.

Mr. Ebert asked if there is a set quantity of palm trees and hardwoods for each lot in Fiddler's. Mr. Miller stated that is not a CDD matter and asked Mr. Ebert to speak with Mr. Parisi after the meeting.

FIFTH ORDER OF BUSINESS

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

Mr. Cole distributed and presented Draw 181 and Draw 182. Draw 181, for approximately \$1,800, is for soft costs related to final acceptance of Fiddler's Creek Plaza, including Grady Minor's inspection work for Sandpiper Drive Gatehouse modifications. Draw 182, for approximately \$8,400, is for work related to the traffic signal by Trebilcock Consulting, who is doing the design work and permitting for the signal.

Mr. Cole reported the following:

➤ The traffic signal 100% Design Submittal will be resubmitted on Friday to address the Florida Department of Transportation (FDOT) comments. It is anticipated that FDOT will approve those plans around March 1, 2023. In the meantime, Staff will work with Trebilcock to send bid packages and advertise a public bid. It is anticipated that the bids will be opened, and a recommendation presented at the March CDD meeting.

Mr. Miller asked how many bids were received for the signal on 951. Mr. Cole believed that two bids were received; he did not recall who bid and stated it is very specialized work. Mrs. Adams believed Southern Signal was one of the bidders. Mr. Miller hoped that more than one bid will be received.

Mr. Nuzzo asked if the overall schedule needs to be revised. Mr. Cole stated it is only a few weeks behind which is good, considering the impact of the hurricane. He expects the light to be operational in the first quarter of 2024. Materials could be delayed because of Covid, particularly electronics and the three large mast arms, which have a long lead time.

Mr. Miller noted that the pricing increased dramatically since the project was first discussed; current estimates are over \$1 million. He asked if estimates increased since the last meeting. Mr. Cole stated he would not be surprised if the price has increased, but he will not know until the bids are received.

Ms. DiNardo asked if the accepted bid price will be firm, or if the cost can increase during the process. Mr. Cole stated the price will be firm; after the bid opening, he will present a recommendation to award the bid to the lowest responsive, responsible bidder.

- **Consideration of Collier Paving & Concrete Proposal for Concrete Sidewalk Repairs**
This item, previously the Eighth Order of Business, was presented out of order.

Mr. Cole presented the Collier Paving proposal for CDD #2's portion of the sidewalk repairs. Mr. Miller asked what "Q/C Plan or Services" refers to. Mr. Cole stated that Q/C refers to quality control; no formal plan will be submitted as the work will be done and inspected and addressed via a punch list, if necessary.

Ms. Viegas noted the exclusions for root removal, full depth repair to sub-base, etc., and asked Mr. Cole if he anticipates any of these would increase the cost. Mr. Cole did not. Ms. Viegas asked why CDD #2's per unit price is higher than the per unit price for CDD #1. She believes CDD #2 should get the same unit price since the overall project is within the community. Mr. Cole noted the difference is a few dollars per foot. The Board directed Mr. Cole to pursue the matter with the contractor. He was directed to do so. Mr. Adams suggested approving a not-to-exceed amount.

Mr. Klug asked what "F&I root barrier" means. Mr. Cole stated F&I refers to "furnish and install". Mr. Klug asked if any of the tear outs were necessary due to tree roots. Mr. Cole stated not that he recalled, but he will ask the contractor. Mr. Klug expressed his opinion that root issues might necessitate some tear outs.

Mr. Miller questioned the Quality Control exclusion and asked if it is important to have a quality control plan and services. Mr. Cole discussed the quality control measures taken when performing the work and stated it might be that these are standard exclusions for their jobs and this exclusion refers more to large concrete jobs. Mr. Miller asked if Mr. Cole believes the exclusion will be a problem. Mr. Cole stated he did not.

Mr. Klug asked if there is a continuing warranty obligation to fix and make repairs after installation, if necessary. Mr. Cole replied affirmatively.

Mr. Nuzzo noted the proposal states it is only good for 30 days and asked if that will be an issue because more than 30 days have passed. Mr. Cole stated it will not be an issue.

On MOTION by Ms. DiNardo and seconded by Mr. Klug, with all in favor, the Collier Paving proposal, in the not-to-exceed amount of \$27,311.50, was approved.

Referring to a graphic of the Aviamar entry traffic circle, Mr. Cole stated some landscaping outside CDD #2's right-of-way (ROW) will be removed. A meeting was held with

GulfScapes and Gulf Bay Homes. Some landscaping will be removed from Dorado's lot. They will coordinate with Bentley Electric to turn the power off.

➤ Irrigation Pumphouse #2 bid documents are being prepared and will be advertised soon. He anticipates possibly considering the bids at the March CDD meeting.

Ms. Viegas asked for an update on the irrigation system installation. Mr. Cole stated he spoke with Ms. Valerie Lord and the irrigation team will be reconvened to discuss it.

Ms. Viegas asked about the oil stains on Aviamar Circle and Cranberry Crossing, that she discussed in previous meetings. Waste Management was supposed to clean them, but they have not been addressed. Mr. Cole stated his staff has been trying to follow up on the issue. His understanding is that the stains are not that large. Ms. Viegas felt that the stains are significant in that they continue as though the leaking vehicle drove through the street in both directions. She suggested Mr. Cole tour the locations.

Ms. Viegas asked if the homeowner at 3126 Aviamar Circle, who had ponding issues after heavy rains, contacted him. Mr. Cole did not recall.

Ms. Viegas asked if a proposal will be submitted for the Ficus buffer discussed at the last meeting. Referring to a graphic, Mr. Cole asked which areas are in question.

The cost and the wall adjacent to Creative Lane were discussed.

Ms. DiNardo stated the area in question is from the pumphouse to 9233 Museo Drive; much of the Ficus was already missing. Mr. Cole estimated a cost of at least a few hundred thousand dollars to remove and replace the Ficus or install a wall.

Mr. Klug believed there is no other wall in Fiddler's Creek other than the exterior walls and questioned why a wall would be installed there. Mrs. Adams noted there is a concrete wall adjacent to Creative Lane and the Developer installed a chain-link fence after Hurricane Irma.

Mr. Cole recalled a section of wall beginning at US41 that ended in the vicinity and a fence. Mrs. Adams stated there is chain-link fence. Mr. Cole stated it was tremendously damaged during Hurricane Irma. Mr. Cole stated his belief that Ms. DiNardo requested a proposal for a wall in the area. Ms. DiNardo stated she requested a proposal so it can be evaluated with and without a wall. Mr. Cole stated he will work with Mr. Barrow to obtain a cost estimate to remove and replace the plantings. He will request a quote for stackable concrete panel walls, which he estimates will cost \$100 per foot.

Laguna resident John Koynock noted that a wall between Fiddler’s and the elementary school has been damaged since Hurricane Irma. Ms. DiNardo stated that is not the wall being discussed. Mr. Cole stated the decision was made years ago not to do anything with that wall since it is concealed by landscaping.

SIXTH ORDER OF BUSINESS

Continued Discussion: Claim Against Fiddler’s Creek CDD #1 Regarding Anticipatory Breach of Interlocal Agreement [Traffic Signal Cost Sharing]

Mr. Miller explained that the Interlocal Agreement between CDD #1 and CDD #2 stated that, when the light was installed on 951, each CDD paid for half the cost of the traffic light.

Mr. Pires left the meeting at approximately 11:05 a.m.

Mr. Miller stated the cost of the US41 signal is over \$1 million and each CDD is obligated to pay half of that cost. When Halvorsen was developing the Publix on CDD #2 property, CDD #2 entered into two agreements with Halvorsen and with the Fiddler’s Creek Developer. One was an access agreement, in which CDD #2 agreed to give Halvorsen access and made several commitments including moving the gate, which was done. Another was the traffic light agreement, in which CDD #2 assumed the obligation to get the traffic light installed. In consideration of those two agreements and CDD #2’s obligations under those agreements, Halvorsen agreed to pay CDD #2 \$200,000. The original agreement stated CDD #2 would receive the payment when the light is installed and approved by Halvorsen; however, Mr. Parisi worked to secure the payment in installments.

Mr. Miller stated, when the CDD #1 Board prepared its Fiscal Year 2023 budget, the Board wanted to take the \$200,000 off the full cost of the traffic light. CDD #2’s attorneys sent a letter to CDD #1 regarding the Anticipatory Breach of the Interlocal Agreement and noting that CDD #1 is not entitled to any of the \$200,000. CDD #1 has refused to address the issue at last month’s meeting or at its meeting this morning. He discussed why he feels that is unacceptable. CDD #1 declined to respond to CDD #2’s attorney’s letter so he suggested the attorney prepare a summons of the complaint.

Discussion of the out-of-pocket costs, seeking damages in the amount of legal fees, and which legal steps should be taken to protect CDD #2’s interests, ensued.

Mr. Klug stated it is a future obligation and asked why anything should be done right away. Mr. Miller stated he does not want to waive any rights by not acting now.

Discussion ensued about whether to consult the attorney and the anticipatory breach.

Mr. Miller will ask the attorney for his opinion on the waiver of rights.

SEVENTH ORDER OF BUSINESS

Discussion/ Consideration: Proposals for CDD Insurance

Ms. Viegas recalled for Mr. Adams that Mr. Miller asked for the CDD insurance expenses to be bid and that Mr. Parisi stated a consultant might be able to assist with shopping the insurance. Mr. Miller stated he requested competitive bidding due to the amount of the invoice. Mr. Adams stated there is one other provider in the market; the current provider is the largest provider in the CDD market. He is happy to request an equivalent proposal from the other provider, Florida League of Cities (FLC), which works mostly in the municipal market. He noted that FLC is typically more expensive, but the comparison might give peace of mind.

EIGHTH ORDER OF BUSINESS

Consideration of Collier Paving & Concrete Proposal for Concrete Sidewalk Repairs

This item was presented in conjunction with the Fifth Order of Business.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of December 31, 2022

Mrs. Adams presented the Unaudited Financial Statements as of December 31, 2022. The Financial Highlights Report was emailed. Assessment collections are at 67% due to early payments by those who paid in November. “Interest & Miscellaneous” is at 288% of budget due to the insurance claim that was paid for the fountain repairs.

Ms. Viegas asked why the claim funds were not credited to the “Fountains” line item since that is where it was expensed. Mrs. Adams stated, per the governmental accounting process, all claims are credited to Revenues, not as a credit to the expense line item.

Mr. Albeit stated he does not see a receivable from The Foundation for the landscaping bill. Mr. Miller recalled that the amount paid to GulfScapes was \$13,880. Mr. Adams noted it

would have been recorded under "Landscape maintenance – other contractals" and stated that he will send proof of payment and a copy of the invoice.

Mr. Miller asked Mr. Adams to send an invoice to Halvorsen for the \$25,000 payment. Mr. Adams stated he sent the Agreement to Mr. Cole earlier in the meeting. The first payment was triggered and the threshold for the second payment is nearly met; the second step is issuance of the permit. Ms. Viegas noted that Mr. Miller keeps saying \$25,000 but her recollection is that the payment amount will be 25%, such that the first payment will be 25% of \$200,000, which is \$50,000. Mr. Miller stated Ms. Viegas is correct.

Mr. Klug asked why some of the bonds have "Other Fees & Charges" and some do not. Mr. Adams will ask Ms. Carlson.

Mr. Miller asked if the CDD typically has more than two-thirds of its assessment revenues by now. Mr. Adams noted that, due to the hurricane, the Governor extended the timeline to receive the 4% early pay discount so people have longer to pay and still receive the discount. He expects a large amount this month and noted that a large percentage of the property is held by developers.

Regarding "Legal-general" expenses, Mr. Miller asked how it is reflected when Mr. Pires' invoices are paid by TM. Mr. Adams stated that is reflected as income, offsetting the expense.

Mr. Miller asked how the Tax Collector is paid. Mr. Adams stated, while the full amount based on the amount levied used to be billed and then reconciled, this year, it appears that the fee is being taken off the top. Mr. Miller asked if the amount shown is net of fees. Mr. Adams replied affirmatively.

Mr. Miller asked why the "Year to Date" is double the "Budget" amount in the "Fund balances – ending" line item. Mr. Adams stated that reflects that the CDD is revenue heavy now, compared to expenses; the revenue will be expended as the year progresses, when revenue is not coming in.

The financials were accepted.

TENTH ORDER OF BUSINESS**Approval of December 14, 2022 Regular Meeting Minutes**

Mrs. Adams presented the December 14, 2022 Regular Meeting Minutes.

The following changes were made:

Line 108: Change “A Board Member” to “Mr. Nuzzo”

Line 128: Insert “two” before “Halvorsen”

Line 128: Insert “under them” after “obligations”

Line 161: Change “only has a contract” to “has two contracts”

Line 163: Change “Another” to “That”

Line 167: Change “Interlocal” to “Traffic Light”

Line 473: Insert “algae” after “turquoise”

On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the December 14, 2022 Regular Meeting Minutes, as amended, were approved.

ELEVENTH ORDER OF BUSINESS

Action/ Agenda or Completed Items

This item was addressed following the Twelfth Order of Business.

TWELFTH ORDER OF BUSINESS

Staff Reports

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

Mr. Pires distributed a special warranty deed for Tract D and a graphic. He stated Ms. Viegas asked why the Tract D special warranty deed included a section stating that landscaping and signage for sales would be allowed, given that there are no more units for sale. He was advised that the property in the upper left section of the graphic is still buildable.

Mr. Miller believed Mr. Pires is referring to the property between Menaggio and Chiasso, that is owned by the developer. Mr. Pires stated there are still some undeveloped properties. Mr. Pires will arrange a call with Mr. Miller to address his other concerns.

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

- **NEXT MEETING DATE: February 22, 2023 at 10:00 A.M.**
 - **QUORUM CHECK**

All Supervisors confirmed their attendance at the February 22, 2023 meeting.

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

Mrs. Adams stated the Operations Report was emailed to the Board.

▪ **Action/ Agenda or Completed Items**

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

Ms. Viegas noted that Items 8 and 15 are duplicates. Item 8 will be deleted. Mr. Cole stated he followed up monthly; the punch list items are reportedly in progress.

Ms. Viegas noted that Item 11 has Fiscal Year 2023 and it should be Fiscal Year 2024. Mrs. Adams stated that is correct.

Items 17, 19, 20, 21 and 22 were completed.

Regarding Item 21, Mrs. Adams noted that the benches are not covered by insurance. Ms. DiNardo stated that, as of yesterday, the benches at the Veneta fountain were still not bolted. Mrs. Adams stated she inspected them after the last meeting and both of them were secured, as noted in her Report, although one of the benches had one loose bolt. When the replacement benches are received the contractor will address the issue.

Ms. DiNardo asked when the Palm tree will be replaced. Mrs. Adams stated she asked The Foundation for the inventory list from Juniper so all items can be addressed at the same time.

Ms. DiNardo asked if Mrs. Adams knows when the benches will be secured. Mrs. Adams stated the repair will be completed by GulfScapes when they install the two new benches; the benches were ordered, and her understanding is that they were shipped.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Klug and seconded by Mr. Nuzzo, with all in favor, the meeting adjourned at 11:37 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Secretary/Assistant Secretary



Chair/Vice Chair