

**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 March 22, 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
Ryan Hennessey	Fiddler’s Creek Director of Community Services
Jody Benet	Fiddler’s Creek Irrigation Manager
Valerie Lord	Foundation Representative
Ron Albeit	Foundation General Manager
Markus Rentzing	Foundation General Manager
Mike Barrow	GulfScapes Landscape Management

**Residents present were:**

Tim Baltzer	Debbie Giannitti (phone)	Nat Pappagallo	James Heutel
Steven Ebert	Joe Giannitti (phone)	Michael Laurence	Other residents

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 10:01 a.m. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

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

Resident Debbie Giannitti stated her opinion that, since it was sprayed in November 2022, the lake on the east side in Menaggio is in very bad condition with no vegetation and no

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

grass. She thinks the lake is an eyesore and stated she emailed before and after photos to the Board. Mr. Miller asked how she attributes the condition of the lake to the spraying. Ms. Giannitti stated the appearance declined after spraying and opined that other Menaggio lakes do not look nearly as bad. Ms. DiNardo stated she did not recall how the lake looked prior to spraying but treatment generally depends upon the type of vegetation. She viewed the lake and found it beautiful with no algae. She noted that many lakes in Fiddler's Creek do not have vegetation within the ponds. During the dry season more of the lake bank is visible and can look a bit raw but, during rainy season, water levels will rise to reach the adjacent grass.

Mr. Barrow stated, at one time, plant materials, including pickerelweed, were present. Mrs. Adams stated there is a littoral shelf in the area that includes seeded spikerush. Ms. DiNardo stated the invasive weeds were treated and water is usually present, but the exceptionally dry winter resulted in exposure of more of the lake bank, thus exposing plants that would normally be submerged; the water will reach the grass during rainy season.

Ms. Giannitti stated she understands the drought factor; however, she believes the grass at the edge was killed. Ms. DiNardo stated she viewed the lake in question on March 21<sup>st</sup> and, to her, the lake does not look different than any others in the area. The CDD is experiencing a drought, so plants are not as plush because they are not receiving enough water. In her opinion, the lakes are beautifully maintained but, while more vegetation is desired, it would be submerged during rainy season.

Resident Joe Giannitti asked if there is a report of what was sprayed and why it was sprayed. Mrs. Adams replied affirmatively. Mr. Miller stated the spraying was to treat undesirable vegetation.

Ms. DiNardo stated, while the Giannittis seem to want more vegetation and plants, lake maintenance crews did not do anything incorrect; they removed invasives that should not be there. She asked if the Giannittis want additional plants because they feel the area is not visually appropriate. The Giannittis replied affirmatively. Ms. DiNardo surmised that the Giannittis' issue is not that anything was done incorrectly, it is that they are not pleased with the appearance and they are requesting vegetation.

Mr. Giannitti reiterated his request for the report showing what was sprayed and why it was sprayed. Mr. Miller stated Mrs. Adams will email the information.

Resident Tim Baltzer stated he is one of the seven Amador South homeowners impacted by the Taylor Morrison (TM) issues. Other residents, including Mr. Steve Schwartz, took up the

issues that the Board has taken up over the past three years. The drainage issue resulted in an agreement between TM and the CDD to replace the dying Ficus hedge with 25-gallon Clusia hedges. He asked for the status as it was not on the agenda the past two meetings.

Mr. Miller noted the Agreement with TM was signed and a check is due. Mr. Pires stated payment is due 30 days after the agreement was signed; the W-9 was delivered to TM and TM is eager to resolve this. Mr. Schwartz supplied the executed temporary license agreements from all impacted homeowners. Due to the time it took to resolve this with TM, the agreements must be re-executed. The last step will be to engage GulfScapes.

Mr. Baltzer stated that is welcome news. His second issue is with the dying Ficus hedge. In meeting minutes from a year ago, Mr. Cole stated the Ficus hedge is badly in need of replacement and it has nothing to do with TM. Ms. DiNardo noted that the hedge looks better than the hedge on Museo Circle. Mr. Baltzer agreed and stated his opinion that the hedge has been dying for a while, but he has not seen anybody maintain the hedge since a cherry-picker was engaged in 2019.

Ms. DiNardo displayed a photo of the hedge. Mr. Baltzer confirmed it is the hedge he is referencing. Ms. DiNardo expressed her opinion that the hedge looks beautiful compared to the hedge on Museo Circle. Mr. Baltzer agreed but expressed concern about the access from the roadway. He suggested notifying residents that replacement is underway. He asked if the Ficus hedge is being replaced from Sandpiper down.

Mr. Adams believed the plan is to tie into the Clusia and remove all the Ficus to create a continuous Clusia hedge. Mr. Baltzer stated the hedge goes up the property, to the pond. He noted other impacted residents on the left side of the pond. Mr. Cole and Mr. Barrow showed the project area on the map. Mr. Cole stated his recollection is that the project will include replacing the hedge, up to the County canal.

Mr. Pires stated he did not contact Mr. Schwartz about the agreement because he wants to wait until the check is received and cleared and the CDD executes the Release.

Resident Steven Ebert asked about the stop sign installed 2' into a resident's yard and the bent speed limit sign on Quilcene Lane which he raised at the previous meeting. Mr. Cole stated those are punch list items related to the subdivision improvements for that project; he has an engineering meeting with Grady Minor this afternoon and will bring them up. Mr. Ebert thanked Mr. Parisi for taking care of the Kumamoto wall and asked who paid for it. Mr. Parisi stated the Developer paid for it; the community will pay for the maintenance. Mr. Ebert voiced

his opinion that it encroaches into the easement and should not have been approved or done. Mr. Parisi and Mr. Ebert discussed the matter. Mr. Miller asked Mr. Ebert to discuss the issue with Mr. Parisi after the meeting since it is not a CDD issue. Mr. Ebert asked if the CDD Board must approve building projects. Mr. Adams stated the CDD does not.

Resident Michael Laurence stated, on November 19, 2022, he emailed Mr. Ed Jasiiecki, who was in charge of safety at the time, regarding his request for a pedestrian crosswalk and signage at the Calista Mar Way cut through onto Sandpiper; Mr. Parisi was copied on the email. On December 19, 2022, Mr. Jasiiecki advised that the CDD and Mr. Parisi are aware of the issue and the Engineer was assessing it and developing a plan. He asked for an update and expressed his opinion that it is a bad situation. Mr. Parisi stated he will follow up on the County requirements and address this matter.

Resident James Heutel asked for stop signs for bicyclists to be added at all stop signs. He emailed the Safety Committee and was advised to bring it up to the CDD. Ms. DiNardo noted that bicyclists are obligated to follow motor vehicle laws and she saw an officer stop a non-compliant bicyclist. Mr. Nuzzo suggested Mr. Heutel have his HOA send an email. Mr. Albeit stated he will send an email from the Club to all residents regarding bicyclist rules of the road.

Discussion ensued regarding the pervasiveness of the issue, ineffectiveness of cameras in catching violators due to the low speed, and traffic laws.

Ms. DiNardo stated the Sheriff is the only agency that can effectively address the issue.

Mr. Albeit introduced Mr. Markus Rentzing, the new General Manager of the Club. He stated it was his pleasure working with the CDD and noted this will be his last CDD meeting. All emails and questions should now be sent to Mr. Rentzing.

The Board thanked Mr. Albeit for his service.

### **THIRD ORDER OF BUSINESS**

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

Mr. Miller stated he attended the CDD #1 meeting this morning and observed what, in his opinion, was a great deal of irrational emotions and dramatic misstatements of the law. One emotional attitude was that this is one community and both CDDs should share everything. He stated, despite that CDD #1 opinion, CDD #2 has an obligation and a fiduciary responsibility to

the constituents of CDD #2. While all are residents of the Fiddler's Creek community, the CDD #2 Board has a responsibility to the people of CDD #2 who elected this Board to maximize CDD #2's return. There were several "loud voices" and comments by the CDD #1 Board. The CDD #1 Board vote was three to one to tell the CDD #2 Board it is "a big no". Mr. Miller expressed his opinion that the next step is for CDD #2 to take legal action against CDD #1. He believes CDD #2 can get a Summary Judgement and a quick response.

Mr. Nuzzo thought that part of the observation is that CDD #1 believes there is no agreement between CDD #2 and Halvorsen clearly stating that only CDD #2 should receive the \$200,000. In essence, CDD #1 believes that the agreement does not exist.

Mr. Miller stated the agreement does exist. He noted that CDD #1's other position is that the CDD #1 Board feels that CDD #1 is somehow entitled to share in the \$200,000 for which CDD #2 solely incurred obligations. CDD #2 entered into two agreements and, under those agreements, CDD #2 has the obligations and Halvorsen's agreement to pay the \$200,000 to CDD #2 is in consideration of those obligations. For example, CDD #2 has a duty to construct the traffic signal and CDD #1 is under no such obligation with regard to the traffic signal on US 41. Furthermore, CDD #1 has not offered to indemnify CDD #2 for any obligation CDD #2 has if it breaches the agreement and CDD #1 has not offered to compensate CDD #2 for their performance under the access agreement, which includes moving the gate, etc. He expressed confidence that CDD #2 has a good claim and can easily get a Summary Judgment.

Mr. Klug feels that CDD #2 has given CDD #1 ample opportunity to amicably resolve this but CDD #1 failed to do so.

**On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, authorizing District Counsel Tobin Reyes to initiate legal action against CDD #1, was approved.**

Ms. DiNardo stated the CDD #1 Board was evasive regarding its position, but now that a definite answer was given, she feels that this is the correct course of action to take.

Mr. Parisi thought he heard that CDD #1 intends to send a reply and suggested the CDD #2 Board wait for CDD #1's official response.

Ms. Viegas stated the letter sent to CDD #1 gave them 48 hours from today's meeting to send a reply; therefore, she thinks CDD #2 should wait for that time to pass. Mr. Miller stated it will take that long to take action.

Mr. Adams stated CDD #1's response will be sent tomorrow, via email.

Ms. Viegas asked how much CDD #2 has spent on this issue, to date. Mr. Miller stated not much, as he has done a lot of the work.

Regarding the traffic light invoices from Hole Montes, Mr. Miller asked if CDD #2 pays 50% of each bill, as the bills come in, or if CDD #2 pays in full and then CDD #1 pays its 50% at the end. Mr. Adams stated CDD #2 gets 50% from CDD #1 at the end, when the costs are finalized.

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

Mr. Hennessey stated his department is responsible for tree canopy trimming, irrigation and pressure washing. He reviewed the PowerPoint presentation and reported the following:

➤ Tree Canopy Trimming: Juniper is trimming the hardwoods and revisiting fruit trees and trees that were missed during initial trimming.

**A. Irrigation and Pressure Washing Efforts**

➤ Irrigation Projected Usage: 20 programmable satellites within the villages and nine programmable common area satellites are programmed to run Monday, Wednesday, and Saturday, from 9:00 p.m. to 8:00 a.m.

➤ Total water usage increased approximately four-million gallons from the last month.

Mr. Miller recalled mentioning at the last meeting that he observed sprinklers running on a Friday near the Veneta fountains. Mr. Hennessey stated it might have been a water test. Mr. Miller asked if testing is allowed under the County regulations prohibiting water usage. Mr. Hennessey stated it is allowed, for up to 10 minutes, to check the system, and it does not violate County regulations.

➤ Pressure Washing: During the past 30 days, work was completed on Championship Drive and Isla Del Sol. Crews are working in Marsh Cove and will proceed to Veneta by the end of the week.

Mr. Miller asked if there is a schedule for work planned within Veneta. Mr. Hennessey stated he has a small, two-person crew who work meticulously throughout the area; if they finish ahead of schedule, they will focus on areas that need more attention.

Ms. DiNardo asked for confirmation that monument signs, sidewalks, and curbs will be cleaned. Mr. Hennessey stated the sidewalks, monuments, and signs are cleaned; he will check to make sure the curbs are done. Mrs. Adams stated it is part of the agreement. Ms. DiNardo stated she wants to ensure it is completed.

**B. Security and Safety Update**

- Gate Access Control: Use of the members' website to enter guest information is highly recommended, due to the high volume of calls that are received daily. For assistance 239-529-4139 or 239-919-3705 should be called.
- Occupancy Report: Occupancy increased in February.
- Gatehouses and Patrols: Two road patrols are operational 24-hours a day, seven days a week. One patrol is assigned to each CDD, unless both patrols need to respond to a call.
- Activity by Gatehouse: February was slightly busier than January.
- Incidents: Parking incidents decreased since January but are still the most common type of incident.
- Speed Detection and Enforcement: Portable and fixed speed detection devices are in use. Frequent violators are sent to the Fining Committee. None were sent in February.
- Collier County Sheriff's Office: A list of calls and complaints for the past six months was provided, including welfare checks, extra patrols, medical emergencies, 911 hang-up calls, etc.

Resident Michael Laurence stated that he has not observed patrols leaving notices on vehicles blocking sidewalks overnight, as they did in the past. He stated, about one week ago, a resident left tree trimmings in the valley gutters, which impeded traffic on Aviamar; the trimmings were there for one week before they were removed. He asked who should be notified in such instances. Mr. Hennessey stated with regard to parking, patrols do their best to issue tickets and reminders; license plates are noted and the individuals involved are called. Mr. Hennessey invited Mr. Laurence to call Safety to address the debris issue. Asked if parking over the sidewalk is a violation, Mr. Hennessey stated, regarding parking across a sidewalk, the owner is called.

Mr. Parisi asked if the \$50,000 check was received from Halvorsen. Mr. Miller replied affirmatively.

Mr. Parisi reported the following:

- Oyster Harbor and Dorado are still under construction.
- Landscaping to be done at the construction compound at the corner of Cherry Oaks Trail and Sandpiper was delayed because drainage issues had to be addressed. The compound is in CDD #1, but Marengo homeowners look out to the back of the compound. Landscaping will be installed when the drainage is redone and reinspected.

Mr. Parisi stated the construction compound will remain until construction in Fiddler's Creek is completed; other air-conditioned facilities will be constructed to store purchased construction materials. He estimated it will be there for ten years and then it will become a multi-family product. Varenna is storing a trailer in the compound for a window replacement project.

▪ **Discussion/Consideration of Championship Gatehouse Remodeling**

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

Mr. Parisi reviewed the Championship Drive gatehouse plans. He will begin coordinating the timing with CDDs #1 and #2 to determine the best time to begin construction. The exit might need to be closed, as there is a Fire Department issue. Construction traffic can enter through Sandpiper, rather than Creative Lane. Processes will be determined, and notices sent to the community. As some areas will be difficult to address, it might be necessary to close one side of the entrance/exit at a time. He is determining when construction will start; it is in permitting now and approval is pending. As soon as a timeline is known he will inform the Board.

Resident Nat Pappagallo asked if a second lane will be added on both sides of the gatehouse. Mr. Parisi stated they are just working on the gatehouse; no roadwork is involved. Some internal work, such as positioning the desk to allow the guard to sit up front, might be done as well. Windows were added to allow guards a better view of cars entering. Mr. Nuzzo thought it might be a good time to update the Championship monument sign. Mr. Parisi stated he will also look at the front monument sign; at a minimum it might need to be cleaned. Mr. Nuzzo suggested adding backlighting on the "Fiddler's Creek" lettering at Championship.



Mr. Miller asked when the criteria to receive the second \$50,000 payment from Halvorsen will be met. In his opinion, it should be requested if eligible under the agreement. Mr. Cole stated he will address this during his report. The required next milestone is close to being met to request the payment.

**SIXTH ORDER OF BUSINESS****Engineer's Report: *Hole Montes, Inc.*****A. Consideration of Award of Contract for Sandpiper Drive Traffic Signal *(to be provided under a separate cover)***

Mr. Cole distributed the results from the bid opening and stated the only bid received was from Mr. Doug McIntyre, of American Infrastructure Services (AIS), the same company that constructed the 951 traffic signal several years ago. All forms and documentation were reviewed and were in order and the bid was \$1,318,861.35. The required bid bond was provided.

Mr. Cole stated about one year ago he suggested a budget of \$950,000, based on percentage markups for materials and assumptions; however, material costs have increased tremendously, especially for mast arms and electronics. Last month, he mentioned that the Trebilcock Consulting Solutions (Trebilcock) cost estimate to the Florida Department of Transportation (FDOT) was about \$1.1 million, but the bid was approximately \$1.3 million.

Mr. Cole stated the FDOT issued more comments to the submittal that must be addressed. Trebilcock is addressing them this week and it is hoped that approval will be received within one month. The bid did not include the comments, which were not substantive in nature, but could lead to minor upward adjustments in the bid pricing.

Mr. Cole suggested obtaining amended plans from Trebilcock, reviewing them with the bidder to see what pricing might change, and presenting the final pricing next month. He hoped to have the permit at that time.

Mr. Cole noted the current contract time is 180 days for substantial completion and 210 days for final completion. AIS, the bidder, feels that the time needs to be extended because of material and procurement delays, and suggests extending the completion date another 90 days to allow for material procurement. He estimated the light might be operational by March 2024. It was noted that, even when construction is complete, the light cannot be turned on until the FDOT approves.

Mr. Cole stated his surprise that there were no other bidders, as he received inquiries from a few contractors. CDD #1 did not vote to take any action, but, after he explained the situation, CDD #1 discussed the possibility of rebidding the project due to the revisions needed to address the additional comments from the FDOT. He stated rebidding will further delay the project because it would not come back to the Board until May, given the time needed to advertise and send bid documents.

Asked if there might be another bidder, Mr. Cole stated it is possible. Asked if he had any idea why there was only one bidder, Mr. Cole stated it is a very specialized type of work. Although other calls and inquiries were received, some were material suppliers and contractors who do not actually perform the work. Asked who constructed the other light on 951, Mr. Cole stated Mr. McIntyre was the same principal involved with that project, but he was working with another company at the time.

Asked why the Board should consider going out to bid again, if only one bid was received this time, Mr. Cole stated he does not know; he was providing the information from CDD #1's discussion.

Asked for the cost of the light on 951, Mr. Cole estimated it was in the \$600,000 range, but that was eight or nine years ago, and it only involved three mast arms at a much smaller intersection.

Mr. Parisi stated he located the criteria from Halvorsen. The next 25% payment will be issued when permit approvals are received and contractors commence work.

Mr. Miller asked if the bottom line is that there is no choice but to go with the sole bidder. Mr. Cole stated there are two choices. One is proceeding with this bidder and, under one scenario, having the bidder look at pricing with the changes related to the FDOT's comments. The second option is to incorporate those comments, change the time frame and rebid the project. Regarding the delay, he stated bid results could be presented in May.

Mr. Nuzzo feels that this type of situation is becoming common, and more bids might not be received because contractors might not be willing or able to do the work. While he does not want to spend more money, he is in favor of working with this bidder.

**On MOTION by Ms. DiNardo and seconded by Mr. Klug, with all in favor, accepting the bid from the sole bidder, American Infrastructure Services, for the Sandpiper Drive Traffic Signal project, was approved.**

Mr. Cole stated he will ask the contractor to provide revised pricing to include the FDOT comments, which he believes are not substantial, for presentation at the April meeting. He hoped the FDOT permit would be issued by then or shortly thereafter.

Mr. Nuzzo asked if the contract requires any upfront payment. Mr. Cole stated it does not; the bid schedule is very extensive, and the contractor will bill as work progresses. For example, the contractor will incur mobilization costs soon.

Mr. Miller stated, according to history and precedent, CDD #2 will lay out all the costs and then try to collect from CDD #1.

Mr. Parisi noted that the mast arms have a long lead time. He asked if that was in the contract. Mr. Cole replied affirmatively; until the contract is awarded, the bidder cannot proceed with ordering the mast arms, etc. Some of the FDOT comments are related to the structural design of the mast arms. A scope is available, but the FDOT comments must be addressed.

Mr. Miller asked if Mr. Cole reviewed AIS's financial statements. Mr. Cole stated he has not; all he knows is that Mr. McIntyre was involved in the construction of the other traffic signal. AIS has a bid bond for 5%; when the contract is awarded, a performance bond will be provided for the full amount. Asked if AIS is bondable, Mr. Cole replied affirmatively.

Ms. Viegas noted the sheet indicates that the bidder's insurance contacts and certificates of insurance were not received. Mr. Cole stated those are not received until they go to contract. Mr. Adams stated those items are sometimes submitted with the bid package. Asked if they are requested in the bid package, Mr. Cole stated they are not; the limits are provided, and documents must be received before the bid is awarded. Ms. Viegas noted she felt insurance contacts and certificates of insurance are very important in a bid and that all three pumphouse bidders provided them.

**SEVENTH ORDER OF BUSINESS****Consideration of Collier Paving Proposals  
to Restripe Stop Bars and Crosswalks**

Mr. Cole stated he is trying to obtain a proposal from Collier Paving for restriping the stop bars and crosswalks.

**Consideration of GulfScapes Proposals to  
Install Landscape Buffers**

This item was discussed during the Tenth Order of Business.

**NINTH ORDER OF BUSINESS**

**Consideration of Award of Contract for  
Pump House #2 Irrigation Replacement (*to  
be provided under a separate cover*)**

Mr. Cole distributed and reviewed the bid results and prices from the three bidders, as follows:

Boromei Construction	\$971,033.00
Metro Pumping Systems	\$739,977.77
D.H. Higgins	\$867,380.00

Mr. Cole stated that the low bidder, Metro Pumping Systems (MPS), provided all applicable required information. MPS built the original pumps 20 years ago and serves as the CDD's maintenance contractor. MPS also constructed pump stations for other CDDs. In his opinion, MPS's work is excellent. He recommended awarding the contract to MPS, as the lowest responsive, responsible bidder.

Ms. DiNardo asked Mr. Cole if the bid was close to his estimate.

Ms. Viegas stated, over the last few years, \$1.168 million was budgeted.

Mr. Cole stated, last May, he provided a budget update for the project. At that time, the overall budget was \$670,000, but, since then, the price increased to \$740,000. Adding the roof replacement, including design and construction coordination, increased the cost to \$950,000. He noted that \$950,000, less \$740,000, leaves an excess of \$210,000. He recalled that, at the last meeting, the Board approved a not-to-exceed amount of \$35,000 for architectural design of the roof replacement, and the \$32,000 bid is in line. He does not know how much the roof replacement will cost, given material cost increases, but he believes it will be within the budgeted amounts.

Mr. Miller asked if MPS is fully bondable. Mr. Cole replied affirmatively and stated MPS will also provide a performance bond.

**On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor,  
awarding the contract to Metro Pumping Systems for the Pumphouse #2  
Irrigation Replacement project, was approved.**

**TENTH ORDER OF BUSINESS**

**Consideration of Proposals for Pump House #2 Roof Replacement**

Mr. Cole stated this item was discussed at the last meeting. A separate contract for removal and replacement of the roof will be considered several months from now.

Mr. Cole stated the Board approved sidewalk replacement work last month; work commenced in CDD #1 and will begin in CDD #2 within the next several weeks.

Ms. DiNardo requested a list of the areas where work is being done. Mr. Cole stated he will send a notice with addresses.

Mr. Cole stated he owes Mrs. Adams responses regarding lake littoral plantings and a map that she requested. Mrs. Adams stated she needs the map to bid the landscape buffers referenced in the Eighth Order of Business; she needs to obtain another quote and then that item will be included on the next agenda.

**ELEVENTH ORDER OF BUSINESS**

**Discussion/Consideration of Championship Gatehouse Remodeling**

This item was discussed during the Fifth Order of Business.

**TWELFTH ORDER OF BUSINESS**

**Update: Proposals for CDD Insurance**

Mr. Miller stated this item is in response to a point raised at the last meeting.

Mr. Adams stated Preferred Governmental Insurance Trust (PGIT) has no interest in bidding and has not responded to his inquiries after good initial conversations. Florida Municipal Insurance Trust (FMIT), which is an arm of the Florida League of Cities, is not interested in providing a mid-year proposal, but is interested in providing a proposal when the policy is up for renewal. A proposal will be requested and presented likely in August in advance of the October renewal.

Mr. Pires suggested that, when soliciting for bids, Mr. Adams ask about carrier-retained legal counsel rates. He gave examples of instances and costs encountered in other CDDs.

**THIRTEENTH ORDER OF BUSINESS**

**Continued Discussion/Consideration of Trimmers Holiday Decor, Inc., Proposal for US 41 Entry Lighting**

Ms. Viegas stated Mrs. Adams provided an update and supplied the breakdown requested in her Operations Report. Per the breakdown, the cost to decorate the palms is \$3,000 and the cost for the gatehouse is \$2,000.

Ms. Viegas stated the CDD is responsible for the palm trees and, since The Foundation is responsible for the gatehouses and anything to do with the gatehouse, her opinion is that The Foundation should be responsible for decorating the gatehouse. For this reason, she motioned for CDD #2 to budget \$3,000, for Fiscal Year 2024, to decorate the palm trees at the Sandpiper entrance and defer to The Foundation to use \$2,000 from its own contingency fund for the calendar year to decorate the gatehouse. Mr. Klug seconded the motion.

Mr. Miller summarized that Ms. Viegas' opinion is that CDD #2 is not responsible for decorating the gatehouse so CDD #2 should only pay to decorate the palm trees. Ms. Viegas stated that is correct. She noted that The Foundation budgets on a calendar year, but they have a contingency fund that would easily pay the \$2,000 expense to decorate the gatehouse.

Ms. DiNardo stated, historically, CDD #1 paid to decorate their gatehouses; as it maintained the two gates for a very long time. LV stated CDD #2 has never paid for gatehouse decorations because CDD #2 never had a gatehouse; it was only a trailer previously. Ms. DiNardo feels that, while the \$2,000 cost could be deferred to The Foundation, there is no guarantee that The Foundation will decorate the gatehouse. She noted that CDD #2 only maintains one gate and she believes the effort to save \$2,000 could create a problem for the Board that it does not have right now, in that residents will have an issue if the gatehouse is not decorated and the CDD #2 Board will receive complaints and have to explain why it is not decorated.

Ms. Viegas expressed her opinion that Mr. Rentzing can commit to making sure the gatehouse is decorated for the holidays. Mr. Albeit stated Mr. Rentzing cannot commit to that as he, himself, is still in charge. He stated that he will refer everyone that asks why that gatehouse is not decorated to contact CDD #2. Ms. Viegas stated, if anyone contacts the CDD #2 Board, they will be referred back to The Foundation and Mr. Rentzing who will be in charge then since Mr. Albeit is retiring next month.

Mr. Miller attempted to abstain from the vote but was advised by the District Manager that he cannot abstain because he does not have a conflict of interest in the matter being voted upon.

**On MOTION by Ms. Viegas and seconded by Mr. Klug, with Ms. Viegas, Mr. Klug and Mr. Nuzzo in favor and Ms. DiNardo and Mr. Miller dissenting, budgeting \$3,000 in the CDD #2 Fiscal Year 2024 budget to only decorate the palm trees at the Sandpiper entrance, not budgeting the \$2,000 cost to decorate the gatehouse, and deferring responsibility to The Foundation to fund the gatehouse decorations, was approved. [Motion passed 3-2]**

**FOURTEENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial Statements as of February 28, 2023**

Mr. Miller asked about the \$3,531 "Due to other" amount. Mrs. Adams stated she inquired but has not received a response from the Accounting Department. Ms. Viegas recalled seeing that line item before; she thinks it is due to a timing matter. Mr. Adams will research it.

Ms. Viegas asked why the audit expense was \$11,450, despite the engagement letter stating that the auditor would bill monthly. Mr. Adams stated the auditor typically does progress billings; this billing reflects that the draft might be completed.

Ms. Viegas asked why the "Contractual services-street lighting" expense was up to 53%. Mrs. Adams stated that line item applies to street light repairs, such as bulb replacements performed by Bentley Electric, so the monthly amount fluctuates. Due to Hurricane Ian, there have been more repairs than usual.

Ms. Viegas asked if there were any updates on the insurance claims for the fountains. Mrs. Adams stated nothing has been received. Everything was submitted, but it takes considerable time to receive reimbursement. Ms. Viegas requested follow up on the progress.

Mr. Miller recalled asking, at the last meeting, what the \$10,735 "Due to Developer" line item refers to. The consensus was that the line item has been there for a long time. Ms. Viegas stated it dates BACK to Mr. Tony DiNardo. Staff was asked to research it.

**FIFTEENTH ORDER OF BUSINESS****Approval of February 22, 2023 Regular Meeting Minutes**

Mrs. Adams presented the February 22, 2023 Regular Meeting Minutes.

Mr. Miller recalled his suggestion to send letters to the companies responsible for spills that the CDD must clean up so that no rights are waived with regard to collecting payment. He asked if Mr. Pires worked with Mr. Cole to address this. Mr. Pires stated he has not; he will

follow up with Mr. Cole. On a go-forward basis, a general letter will be sent to current and future vendors.

Mr. Miller stated he previously asked if the CDD’s insurance covers cleaning oil spills. Mr. Adams stated he will follow up and advise.

**On MOTION by Ms. DiNardo and seconded by Mr. Miller, with all in favor, the February 22, 2023 Regular Meeting Minutes, as presented, were approved.**

**SIXTEENTH ORDER OF BUSINESS**

**Action/ Agenda or Completed Items**

Item 2: Mr. Pires stated the Agreement was signed; the check is pending.

Item 3: Mr. Pires stated this item can be marked complete and a new Action Item created stating “Mr. Pires: Meet with Mr. Miller to discuss deed language.”

Item 5: Mr. Cole stated the CDD has budgeted \$30,000 per year for geotube repairs. He will inspect a location in Museo that might need a geotube to repair lake erosion.

Item 7: Mr. Cole will check if all permanent signs were installed. Ms. DiNardo believed a sign on Campanile and Tesoro still has a temporary sign.

Item 8: Mr. Adams stated he has put funds in an insured cash sweep account with Finemark Bank. The account distributes investments over many different vehicles to ensure Federal Deposit Insurance Corporation (FDIC) protection and which are paying 3 to 3.5%. He will research short-term Treasury notes.

Items 3, 6, 9, 10, 11, 13, 14, 15, 16, 18, 19, 20, 21, 22 and 23 were completed.

**SEVENTEENTH ORDER OF BUSINESS**

**Staff Reports**

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

Mr. Pires stated the Settlement Agreement between TM and CDD #2 was signed. When the check is received and clears, he will prepare the release and update the license agreements to be signed.

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

- **NEXT MEETING DATE: April 26, 2023 at 10:00 A.M.**
  - **QUORUM CHECK**

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



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

Regarding mosquito control, Mr. Klug stated he understands that, at the CDD #1 meeting, the decision was made to terminate the contract, as CDD #1 does not see a benefit based on the amount spent. Mrs. Adams stated the cost savings was over \$50,000 annually for both CDDs.

In response to a question, Mr. Miller recalled that the vote approved installing holiday lights on the palm trees in front of the gatehouse, but not on the actual gatehouse, based on the gatehouse being The Foundation's responsibility.

A resident asked why CDD #2 would spend \$23,000 to spray for mosquitoes when mosquitoes could come over from CDD #1, who will not spray for mosquitoes. Ms. DiNardo stated, at one time, residents complained that there was not enough spraying and then it was discovered that the County was not spraying because CDD #1 and CDD #2 were spraying. Mr. Nuzzo expressed his opinion that the CDD #2 Board should consider whether to continue spraying for mosquitoes. Mr. Klug stated, at the CDD #1 meeting, the assumption was made that the effectiveness of the spraying ceases with the first wind, which blows it away. CDD #1 decided to cancel the contract based on its belief that the benefit of the spray is short-lived.

**On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, canceling CDD #2's mosquito spraying contract was approved.**

Ms. DiNardo asked about the Museo buffer and stated she has visuals if anyone is interested. Mrs. Adams stated the picture of the tree stump should be given to The Foundation. Regarding the buffer, Mrs. Adams stated it must be bid; she is waiting for more information from Mr. Cole.

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

**On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the meeting adjourned at 11:53 a.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

  
Secretary/Assistant Secretary

  
Chair/Vice Chair