

**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 September 27, 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 (via telephone)	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Aaron Haak	Fiddler’s Creek Deputy General Counsel
Terry Cole	District Engineer
Joe Parisi	Developer’s Representative
Markus Rentzing	Foundation General Manager
Valerie Lord	Foundation Representative
Ryan Hennessey	Fiddler’s Creek Director of Community Services
Jody Benet	Fiddler’s Creek Irrigation Manager
Mike Barrow	GulfScapes Landscape Management
Nat Pappagallo	Resident
Margaret Cardillo	Resident
Cesare Turrin	Resident
Shannon Benedetti	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 10:00 a.m. Supervisors Miller, DiNardo, Viegas and Klug were present. Supervisor Nuzzo attended via telephone.

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

**SECOND ORDER OF BUSINESS**

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

No members of the public spoke.

**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 several things occurred since the last meeting. In Florida there is a provision in any litigation that, if reimbursement of legal fees is sought, before a motion can be made to the court, the defendant must send a copy of the motion to the plaintiff for comments. A draft proposed motion was received from CDD #1 and CDD #2 responded with a letter noting all the errors in CDD #1's proposed motion. CDD #1 then asserted some affirmative defenses and CDD #2 filed a reply. Yesterday, CDD #2 received the establishment of the docket from the court; the case is set for court from September 30, 2024 to October 5, 2024. The court requested 18 items that must be filed before September 1, 2024, including expert witnesses, agreements, etc. CDD #2 will make a motion for summary judgement; a draft of the motion will be received by October 18, 2023 and it will likely be filed before the next meeting.

Mr. Klug asked if CDD #1 filed their proposed motion with the court after CDD #2 sent the letter in response and to request attorneys' fees. Mr. Miller stated the motion was not filed yet.

Ms. Viegas stated that \$10,408.16 has been spent on the litigation for work through June 22, 2023. No invoices have been received for work in July or August.

**FOURTH ORDER OF BUSINESS**

**Health, Safety and Environment Report**

Mr. Hennessey presented the PowerPoint and reported the following:

- "Foundation" will be inserted in the report.

➤ Tree Canopy Trimming: Juniper worked mainly in CDD #1 this month, trimming palm trees on Fiddler's Creek Parkway and at the tennis courts. Work is ongoing on Championship Drive and Marsh Drive.

**A. Irrigation and Pressure Washing Efforts**

➤ Irrigation Projected Usage: Over 8" of rain was received in August. There were three rain holds in the villages and four in the common areas. Just over 53 million gallons of water was used, as compared to 51 million used last August. Water usage in the villages and common areas does not account for leaks, wet checks, manual runs, battery timers, individual residential timers and manual Toro clocks.

➤ Irrigation Report: An electrician serviced Satellite 1-22 for insufficient power supply. Satellite 1-27 required service to address modem failure, which was replaced under warranty. Communication failure reoccurred due to radio and cable failure; parts were ordered.

➤ Water Main Blowout: On Sunday August 27, 2023, at approximately 10:30 a.m., a 16" mainline pipe failed on Fiddler's Creek Parkway, north of Championship Drive. Fiddler's Creek Parkway was shut down southbound between Montreaux and Championship Drive. Service was restored as of Tuesday morning, after Hole Montes and Mr. Bob Ferguson came out to repair the pipe. The sidewalk will be repaired in the future.

Mr. Klug asked what caused the blow out and if it was just the age of the pipe. Mrs. Adams stated they believe there is a flaw in the material in the original pipes because this has happened eight or nine times in this area of CDD #1. Mr. Cole stated the pipe has been in place for over 15 years. Mr. Adams stated all the breaks have been in that area and the breaks have not been at the valves or couplings. Mrs. Adams stated the entire pipe will eventually need to be replaced. Mr. Cole stated no breaks were observed anywhere else and noted pipes should last 40 years or longer.

➤ Pressure Washing: Club Center Drive and Sauvignon were completed. Fiddler's Creek Parkway will be ongoing for the next month or so, as indicated with yellow dots on the map.

Ms. Viegas thanked Mr. Hennessey and Mr. Parisi for the added detail on the report. She asked for the costs of any repairs requiring Board approval to be added to the report. Mrs. Adams stated she approves routine repairs under the \$1,500 threshold.

**B. Security and Safety Update**

- Gate Access Control: Guest information can be entered on the members' website. The automated gatehouse number is 239-529-4139. Community Patrol's number is 239-919-3705.
- In an emergency, 911 should be called first, followed by the Community Patrol.  
Mr. Hennessey reported the following:
- Occupancy Report: Occupancy was down 61% from February.
- Gatehouses and Patrols: Since the Championship gatehouse has been closed, the Championship officers were moved to the Sandpiper gate to assist with commercial vehicles and occasional road patrol. Officers are working to stop residents driving through the Championship gate; it was addressed with residents and more cones were installed as a deterrent. Cameras in the vicinity are not working due to the gatehouse construction.
- Gatehouse Activity: The graphs do not represent actual activity due to an ISN database issue. The issue will be addressed.
- Incidents: Parking is the most common, with 39 and 38 incidents in July and August, respectively, but it is down from a high of 147 in February. Medical calls average once a day.
- Speed Detection and Enforcement: Portable and fixed speed detection devices are in use; the portable device is deployed at random. Collier County Sheriff's Office (CCSO) installed an additional unit to monitor speed and perform statistical analysis, as additional enforcement was requested due to the low number of traffic stops. Data is tracked and additional enforcement added for violations, such as driving more than five miles per hour over the speed limit.

Regarding "Officer Observations", Mr. Hennessey stated it includes anything an officer observes on their own rather than a resident call or complaint, such as trucks parked in driveways, bear sightings, etc. "Bylaw Violations" are fineable offenses and are referred to the Design Review Committee (DRC), Fining Committee or appropriate people.

- Speed Detection and Enforcement: Total Traffic Hawk violations issued in July and August were 18 and 16, respectively. Total referrals to the Fining Committee in July and August were 3 and 2, respectively.
- CCSO statistics show the results of extra Sheriff patrols in the community; there were only three motor vehicle accidents in the last six months.

- The weak points have extra patrol checks due to reports of youths knocking on doors in the early morning and the suspicion that, if they are not residents, they are entering through Tesoro, Campanile and/or Museo. The Creative Lane gate that was discussed at the last meeting is now locked at all times except when specifically opened to give access to officials.
- The investigation into the Runaway Bay larceny was suspended. It is unknown if the reason was due to lack of evidence.
- The wall by the canal at Campanile Circle was repaired.
- **Ratification of Fiddler's Creek Foundation, Inc., Irrigation Maintenance Service Agreement**

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

Mr. Parisi stated he shared the revised Exhibit for the Irrigation Agreement with District Management. The revised Exhibit excludes Taylor Morrison property and represents property included in CDD #1 and CDD #2. Mrs. Adams stated the Board will ratify the Agreement which she executed on behalf of the Board in error.

Mr. Parisi presented the Exhibit and noted that salary information was not included for privacy reasons. The search for an irrigation assistant is ongoing. The position is not easy to fill due to the requirements and the need to relocate. Mr. Renaud and others will continue to help until an assistant is hired.

Mr. Parisi stated Staff does not see the irrigation system as one system when issues occur. In the past, there were agreements with both the villages and the CDDs; however, there are no longer agreements with the villages, but the village systems affect the main system. Staff will go when an issue arises to replace a board or advise of an issue, to ensure the CDDs' system is operating correctly even though it is not solely a CDD system.

Mr. Miller asked if the villages are charged for these services. Mr. Parisi stated they are not. It will change when the new Baseline system is implemented.

Mr. Miller asked for specifics regarding what several staff members do pertaining to irrigation on a weekly basis. Ms. Lord stated it varies; her estimated eight to ten hours per week might involve helping Mr. Benet determine the owner of properties, answering phone calls, helping Mr. Benet, preparing invoices, etc. Mr. Parisi stated that Mr. Hennessey attends every meeting; he and Mr. Renaud compile data and prepare the presentation, address questions

related to irrigation, etc. Mr. Haak stated he assists Mr. Benet with reviewing agreements, necessary repairs and any issues that arise related to those issues.

Mr. Miller expressed surprise that so many staff members work on irrigation issues almost daily. Mr. Parisi noted that three hours per week is not daily, and some employees might send a few invoices a month. When an assistant is hired to work with Mr. Benet, there will be less time spent by the others currently listed. Asked if the assistant will be less expensive than the other staff members, Mr. Parisi stated it will likely be about the same cost or a little more. He feels that an assistant is needed because there are more obligations as the community grows and the system is more complicated; licensed people capable of repairing boards and uploading to the computer are required. Mr. Benet stated training certifications in specialized irrigation are needed. Mr. Parisi stated those qualifications are required by the Agreement.

Ms. Viegas asked if the CDD's costs will increase when an assistant is hired and noted that the CDD has a three-year agreement that specifies the CDD's cost. Mr. Parisi stated The Foundation is not seeking additional funding from the CDDs; The Foundation covers the variance and addresses calls from homeowners that might relate to a sprinkler head or satellites in order to ensure issues are addressed and all valves remain in working order in case of a water main break. The Foundation's agreement is only for satellites; the CDDs are responsible for their valves, maintenance, locating valves and addressing issues.

Ms. DiNardo asked if Mr. Benet is the field person who identifies problems. Mr. Parisi stated Mr. Benet is the field person who reads meters, reviews all the satellites, and performs minor repairs; he has the technological certification to repair boards, correct wiring, and antennas, etc. Mr. Benet addresses all issues related to the satellites with no additional cost other than the cost of repair parts. When help is needed from other staff members, it is initiated by Mr. Benet and not the other way around. Zoom, phone, or in person meetings are held at least once a week to share information, plan workflow, gather information, and discuss preparation of numerous reports and slides needed for meetings, all of which takes time away from other inspections that could be done. Mr. Benet provides annotated, detailed background regarding plans related to repairs, bug infestations, etc.

Mr. Pires stated all the information that was shared is a public record. Mr. Parisi replied affirmatively and stated that is why he did not list staff members' salary information.

Regarding The Foundation not having an agreement with the villages, Mr. Parisi stated staff does not know if an issue is village-related until it has been inspected. Satellite issues are part of the CDDs' irrigation system. Rather than allocating time to bill for labor, the villages are charged directly for parts used. The villages are not charged for labor.

Ms. Viegas voiced her belief that the Agreement to be ratified has an incorrect statement, because the work being done does not stop at the CDD-owned point of connection. Mr. Parisi stated the CDD's irrigation system has main lines into the villages; it is the CDD's main line and part of the CDD's systems. If an entire satellite fails, the village would be advised to have it replaced. The Foundation only does minor repairs to maintain function, but The Foundation can stop at the CDD's borders if that is what CDD #2 prefers.

Ms. Viegas motioned to delete the following statement from Page 1 of the Irrigation Maintenance Service Agreement:

"WHEREAS, the responsibility for the operation and maintenance of any irrigation systems after the District-owned point of connection is that of the individual property owner, condominium association or homeowner's association, and is expressly excluded from this Agreement;"

Mr. Parisi objected to removing the language. He stated The Foundation needs an exclusion that allows them to do what is necessary to operate the system. He stated, if Mr. Pires revises the language, he will review it, but cautioned that changing or removing the language could result in the villages expecting The Foundation to do more repairs than they intend to do.

Mr. Miller observed that Mr. Parisi feels it is more advantageous for all parties to leave the language as it is.

Ms. Viegas withdrew her motion.

Ms. Viegas asked if the other items in the Agreement are being updated each year and sent to the CDD, such as the Certificate of Insurance (COI) naming the CDD as an additional insured. Mr. Parisi stated it is updated each year; he is unsure if it is sent. Mr. Adams stated it is

received annually. Ms. Viegas asked Mr. Benet if his licenses and certifications, etc., were delivered to the CDD. Mr. Adams stated they will be matters of public record once received.

Ms. Viegas noted that the Agreement indicates that all notices are sent to Mr. Albeit. Mr. Parisi stated the contract might be amended to refer to the position rather than a name, but it can be assumed that whoever has the role will receive the mail. Mr. Miller suggested amending the Irrigation Maintenance Agreement and inserting "General Manager" in place of Mr. Albeit's name; those in attendance agreed.

Mr. Parisi stated the contract includes an email address for the Irrigation Manager.

## FIFTH ORDER OF BUSINESS

### Developer's Report/Update

- **Discussion: Pressure Washing Agreement**

**This item was an addition to the agenda.**

Mr. Parisi stated the Pressure Washing Agreement will expire on September 30, 2023. He would like to renew the contract, but he disagrees with one aspect of the language that Mr. Miller submitted. Mr. Miller stated there is a provision that increases the CDD's cost based on inflation rates, and he objects to the comment stating that there is no decrease for deflation. Mr. Parisi stated he does not make a fee and The Foundation does not make a profit; it is a direct pass-through. He stated that The Foundation cannot give raises based on the Consumer Price Index (CPI) and take money back in the event of deflation, as no profit is built into pricing; wages are increased based upon inflation, generally in accordance with the CPI, and the CDD's payments do not cover all the costs.

Mr. Parisi stated the language provides for a minimum increase of 1.5%, with no decrease; the increase is due to the CPI, which has been as high as 8% and is currently 3.7%. Mr. Miller reiterated that the language does not provide for a decrease in the cost based on a decline in inflation. Mr. Parisi stated that is correct, because employee wages do not decrease. Mr. Miller believes The Foundation does not give automatic cost increases based on inflation.

Asked when the CPI last decreased, Mr. Parisi stated it fell from 7.8% last year to 3.7% this year and The Foundation reduced the amount of the increase accordingly; the annual increase never falls below 1.5%, so The Foundation can operate.



Mr. Pires discussed the comments and recommended revisions to the Agreement that were previously provided to Mr. Parisi:

First “Whereas”: Change “in the past, the District solicited proposals from various vendors” to “the District, based upon the services previously provided, desires to retain the contractors to pressure clean”

Fourth “Whereas”: Add “and has” after “is knowledgeable to the current conditions”

Mr. Pires recalled the robust discussion of the compensation increase and stated that Item 3(a)(vi) states that, notwithstanding anything, each year the base compensation increases by not less than 1.5%. He noted that the verbiage relating to the date of commencement at the beginning of Items 4 and 5 needs to be reconciled, as the current verbiage is contradictory, and E-Verify language needs to be inserted. He will provide a redlined version. Mr. Miller stated he will sign the revised version when he receives it.

Ms. Viegas stated she has not been able to view the agreement so she cannot vote in support of it. When advised that she cannot abstain from the vote, Ms. Viegas stated she will have to vote against it since she cannot vote for something she has not seen.

Mr. Pires stated the Agreement includes Mr. Rentzing’s name. He suggested adding language stating “the above contact information may be changed by written communication from one party to the other.” Mr. Miller asked for Mr. Rentzing’s name to be changed to “General Manager”.

Discussion ensued regarding Ms. Viegas’ vote against renewing the agreement.

**On MOTION by Ms. DiNardo and seconded by Mr. Miller, with Mr. Miller, Ms. DiNardo, Mr. Nuzzo and Mr. Klug in favor and Ms. Viegas dissenting, the Fiddler’s Creek Foundation Inc., Pressure Cleaning Agreement, as amended, was approved. [Motion passed 4-1]**

Mr. Parisi reported the following:

- Championship Gatehouse: The gatehouse will open on October 13, 2023. Final certifications are underway and an awning over the doorway will be installed. A notice to residents and staff will be sent through The Foundation. While there have not been many offenders, it is hazardous for vehicles to go through the gate despite the barricades.

➤ Gym renovation: The interior designer has been hired and wallpaper selection is underway; some equipment is delayed.

Mr. Miller stated, while it is not a CDD matter, he knows that many members are not happy about delays with the gym renovation. Mr. Parisi stated in today's world it is not as easy as it was before because of the need to contract with contractors. Costs are so high that multiple bids and negotiations are needed, hiring and scheduling is more difficult, County permitting and approval processes are difficult, etc. While there have not been issues with the County per se, the County might reject a permit for a minor reason and that can cause a month's delay. Asked who monitors and manages the progress, Mr. Parisi stated Mr. Rentzing is involved in some regard, another staff member manages the interior designer, and Purchasing Department staff work on the contracts. Mr. Miller noted this might be discussed further at the financial meeting and he hopes, in the best interests of The Foundation, that this is being monitored closely and effectively.

Mr. Rentzing stated Jeffrey, the new Facilities Manager, is very involved and on site every day, and the staff is also helping with demolition. The boxes in the area are ceiling tiles, not equipment, as Mr. Miller implied. As Mr. Parisi stated, the biggest challenge has been the lead time for new equipment. Asked about the new rubber floor that will be installed in the gym, Mr. Rentzing stated it will be installed in the gym and carpet will be installed outside of the gym. Rubberized floor is easier to clean than carpet. Asked when the floors will be installed, Mr. Rentzing stated some other work must be completed first. The projected completion date is still October 20, 2023, if there are no delays with the equipment delivery. The shower area in the locker rooms will be demolished, new floor and ceiling tiles will be installed, and the ceiling fans are being replaced. Mr. Miller noted that the completion date is before the next meeting on October 25 and warned that it will not be pleasant if the project is delayed. Mr. Rentzing stated, if the completion date changes, he will communicate it to all.

➤ Oyster Harbor and Dorado are still under construction. The last two homes on Kumamoto are closing, and construction will move to Breton.

➤ The Golf Clubhouse is on schedule for completion in January or February 2024. The roof was installed and the grasswork and practice areas were completed.

➤ Irrigation Construction Manager: Two candidates are under consideration. He will consult with Mr. Cole and enter into a contract as an Independent Contractor retained by The Foundation. Asked if these professionals are bondable, Mr. Parisi stated that is not needed for the Irrigation Construction Manager, but a bond is needed for any contractor involved in the actual design or construction.

Ms. Viegas asked Mr. Parisi if Mr. Cole provided the information needed to discuss whether he will pay the bond renewal fees as discussed at the last meeting. Mr. Cole stated he emailed the information regarding Aviamar Phase 5 Unit 2. He recalled the issue was having to renew the bond every year due to the delay in completion of the sidewalks, which will not be completed for several years, as each building is completed in Dorado. Mr. Parisi believes the interest is a few hundred dollars and stated it would cost more to replace the sidewalk than to pay the interest on the bond. Mr. Cole stated the agreement was that the CDD will not have to continue renewing the bond since it is a Developer issue and a Developer project that dates back to the 2005 construction bond. The CDD has been renewing the bond for many years, at a cost of several thousand dollars per year.

Mr. Cole stated the CDD has been reimbursing the fees for the bond, which is in the Developer’s name, following a past discussion with Mr. Jonathan Walsh. Mr. Parisi stated the CDD does not need to reimburse The Foundation for bond renewal fees any longer.

**SIXTH ORDER OF BUSINESS**

**Engineer’s Report/Update: Hole Montes, a Bowman Company**

Mr. Cole stated he distributed Draw #189 for approximately \$4,000 related to the 2005 bond, which is now the 2014-2 series bond which was primarily for work related to the responses to the Florida Department of Transportation (FDOT) about the traffic signal. Grady Minor also had charges related to the Phase 5 Unit 2 subdivision preliminary acceptance.

**On MOTION by Ms. DiNardo and seconded by Mr. Klug, with all in favor, Draw #189, was approved.**

Mr. Cole stated he also distributed an email summary concerning the traffic signal. More comments were received from the FDOT, more phone calls occurred, and emails were sent pleading for a resolution to this submittal so the project can proceed. On September 19, 2023, Trebilcock responded to the last set of FDOT comments and made contact with a person at FDOT who will help have the matter resolved. At the July 26, 2023 meeting, the cost was \$1.42 million. An update was sent to the contractor and the cost went down to \$1.28 million, mostly due to the elimination of the conduit.

Mr. Cole stated he asked the FDOT to issue the Notice of Intent in order to obtain the permit, which the FDOT promised to do weeks ago. FDOT will not issue the permit until the performance bond is in place, but the CDD does not want to get the performance bond until the permit is in place. He asked the Board to approve a not to exceed \$1.285 million amount, contingent upon FDOT indicating its intent to issue the permit.

**On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the American Infrastructure Services proposal, in a not-to-exceed amount of \$1.285 million, contingent upon FDOT indicating its intent to issue the permit, was approved.**

Mr. Cole stated the FDOT should have issued comments months ago. Mr. Miller expressed concern about the delay in receiving funds from Halvorsen. Mr. Klug noted that the CDD is at the mercy of the decision makers. Mr. Miller expressed concern that the changing amount might impact the litigation with CDD #1.

The permitting process and the chance of ongoing delays were discussed.

Mr. Cole stated the contractor cannot do anything to expedite the permitting process.

**A. Discussion/Consideration of Sophistico Construction, Estimate No. 1047 for Pump House Roof**

Mr. Cole presented Sophistico Construction Estimate No. 1047. The project has been subject to delays; however, the equipment is onsite, wrapped in tarps, and it is necessary to award the contract for demolition of the roof. He stated that Mrs. Adams prepared and sent the standard CDD contract to which Mr. Miller and Mr. Pires provided comments. He suggested the term of the contract be amended, as it states construction will begin on September 18,

2023, which already passed, and end 30 days later. He suggested the contract be approved for "a period of 30 days commencing on issuance of the building permit". He reviewed Mr. Pires' changes and spoke with the contractor.

Mr. Klug asked if the Board will be asked to approve the contract today and voiced his opinion that the CDD is falling into a bad habit of asking the Board to approve a contract they have been unable to review in advance. Asked if all Board Members received a copy of the contract, Mrs. Adams stated that it was not distributed to all Board Members because the matter just arose in the last 24 hours, and she was waiting for revisions from Mr. Pires. Asked if the matter should be tabled, Mr. Miller stated it cannot be tabled for a month because the pumphouse would be without a roof. Mr. Klug asked that this not be repeated in the future, as Board Members want the opportunity to review contracts in advance.

Asked if the contractor was made aware of the changes the CDD wants, Mr. Cole stated the only change that involves the contractor is the time; he doubts the contractor will object to changes in minor wording other than with the timing.

Ms. Viegas recalled a prior vote requiring contracts to be provided to the Board a week in advance. Mr. Miller stated the requirement can be renewed.

**On MOTION by Ms. DiNardo and seconded by Mr. Miller, with all in favor, Sophistico Construction, Estimate No. 1047 for Pump House Roof, as amended with the modifications indicated, was approved.**

With regard to timing, Mr. Cole stated the equipment was delivered and Staff knew that the permit for demolition would not be approved in time. The roof must be removed before the equipment can be moved in. With the demolition contract proceeding, Staff hopes to receive the permit next week, and it is hoped that the roof will be removed within the following few weeks, after which, the equipment can be moved into the pumphouse. He understands, from the contractor performing the work on the pumphouse system, that the pumphouse will be able to operate fine without a roof, even in the rain. A building permit is also needed to replace the trusses and the roof; he is getting an architect to finish his plans and a call is scheduled today regarding a proposal for the roof. It is difficult to obtain proposals now because

contractors are so busy, and materials and manpower are very limited. Asked if that impacts the pricing, Mr. Cole replied affirmatively.

Mr. Cole stated, in order to begin the project listed in Item 6B, Staff had the materials delivered and stored at the pumphouse site because the factory would not store them because they do not have room. The materials were delivered, and the original plan was to move it into the pumphouse; however, now a crane will need to be rented.

**B. Consideration of Metro Pumping Systems, Inc., Estimate #R93474 to Hire Crane for Loading of Pump Station**

Mr. Miller noted that Metro Pumping Systems (Metro PSI) cannot perform its work until Sophistico does its work first. Mr. Cole stated that is correct and noted that the \$9,800 estimate is to have a crane load the equipment into the building after the roof is removed.

**On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, Metro Pumping Systems, Inc., Estimate #R93474 to Hire Crane for Loading of Pump Station, in the amount of \$9,800, was approved.**

Mrs. Adams stated she will create the Change Order to the existing contract.

Mr. Cole noted the full Metro PSI contract totals \$740,000.

Asked about the architect working on the roof, Mr. Cole stated the final drawings for electrical should have been received weeks ago; his understanding is that it is the fault of a subcontractor.

Ms. Viegas asked if these costs are part of the original budget and if the expense is being shared with CDD #1. Mr. Cole replied affirmatively.

Mr. Cole reported the following:

- Amador Swale: A contractor is trimming the ficus. The work should be completed this week, weather permitting, and then Juniper can begin swale modifications. He met with Juniper a few weeks ago and they are ready to begin once the ficus is trimmed.
- This week, Timo Brothers will repair walkway pavers in Veneta near the fountain.

Mr. Miller noted that no water is spouting from the front of the Veneta fountain. Mrs. Adams stated that will be addressed in her report.

- A missing fence panel was replaced the next day, thanks to Coastal Concrete Products and Mr. Barrow's crew.
- Mr. Cole checked with Mr. Mark Minor regarding Aviamar pedestrian crossing signs added during the final County inspection for Phase 5 Unit 2. The signs were added because they should have been on the plan. He is aware of a couple of other pedestrian crossing signs needed in Veneta, west of Museo Drive. Numerous signs were added in Phase 5 Unit 2 with the typical \$200 steel post sign instead of the expensive decorative ones. There are over 20 such unaesthetic signposts in the community.

Ms. Viegas noted that there are signs in those locations that passed the County permitting process. Mr. Miller does not think the Board will approve replacing those 20 signs.

Mr. Cole stated he is aware of at least four standard signs needed at non-signed crossings, one of which is in Veneta, and asked the Board to approve a not-to-exceed amount of \$2,000. Asked about the consequence of not installing signs, Mr. Cole stated liability exists. Mr. Pires agreed and discussed a lawsuit that occurred in Lee County.

Mr. Klug suggested tabling this matter to next month, when a plan and specific locations can be provided.

Following discussion of sign aesthetics and cost considerations, Mr. Parisi stated the Design Review Committee (DRC) must review signs.

Mrs. Adams noted that there are numerous temporary signs to address hazards.

Ms. Viegas asked for clarification regarding who installed the signs that were installed when the County identified signs that were not on the plan, and if they are temporary signs or DRC-approved permanent signs. Mr. Cole stated the Developer installed those signs for Phase 5 Unit 2. He was not informed in advance and, when a question arose at a meeting, he checked and found 10 to 12 such signs. Mr. Parisi asked to be informed of which signs and stated, if they are temporary, they will be replaced. Mr. Cole will provide the information. Mr. Miller noted that the DRC has high aesthetic standards. Ms. DiNardo asked if the CDD is required to maintain the standards with decorative signs in the future. Mr. Klug asked who would bear the cost if the Developer installed cheap signs and the DRC wants the signs upgraded.

Mr. Parisi asked for specifics about the signs being discussed. Mr. Cole stated, on Dorado Lane, every crossing to the east has a “Pedestrian Crossing” sign on each side of the street. Mr. Parisi noted that there are crosswalk lines in the street in those areas.

Mr. Cole was asked to email the information about the signs to Mr. Parisi before the next meeting. Mrs. Adams asked for it to be sent seven days before the meeting.

**On MOTION by Ms. Viegas and seconded by Ms. DiNardo, with all in favor, requiring all contracts for Board consideration to be submitted and provided to the Board at least one week in advance of the meeting date, was approved.**

**SEVENTH ORDER OF BUSINESS**

**Ratification of Fiddler’s Creek Foundation, Inc., Irrigation Maintenance Service Agreement**

This item was discussed following the Fourth Order of Business. No vote was taken.

**EIGHTH ORDER OF BUSINESS**

**Continued Discussion/Consideration of Proposals for Street Light Posts and Signpost Painting Projects**

This item was deferred to the next meeting.

**NINTH ORDER OF BUSINESS**

**Consideration of Proposals for CDD Insurance**

This item was deferred to the next meeting.

**TENTH ORDER OF BUSINESS**

**Discussion/ Update: Operating Funds Investment Options**

Mr. Adams presented proposals from Bank United, FineMark Bank and Synovus. He noted the following:

- All three banks are Qualified Public Depositories and collateralize all deposits with cash.
- Each bank has a fallback with FDIC insurance up to \$250,000. Bank United is further insured up to \$150 million.



- Bank United and Synovus rates are both tied to the Federal Funds Rate.
- Synovus is tiered and the interest rate decreases if the deposited amount goes below \$500,000.
- Bank United's rates are not tiered.

Mr. Adams noted that some other clients have not been happy with FineMark and discussed the reasons. He stated the recommendation is to select Bank United.

Mr. Klug motioned to engage Bank United.

Mr. Miller stated he has additional questions about what private coverage Bank United has in addition to FDIC coverage. Mr. Adams stated he misspoke; it is the diversification of the portfolio that offers the \$150 million backing.

Ms. Viegas raised several issues with Bank United. She stated Bank United does not have private insurance. They open multiple accounts of \$250,000 at different FDIC insured banks to get the \$250,000 FDIC insurance at each. She noted that Bank United limits the number of monthly withdrawals.

Ms. Viegas asked for the lowest amount the CDD would have in the account to eliminate the tier issue and stated her belief that the CDD generally has at least \$1 million or more. Mr. Adams replied affirmatively. Ms. Viegas noted that means the tiering does not matter, and that Synovus pays a better rate.

Longevity, assets under management, and experience with each bank were discussed.

Mr. Klug withdrew his motion.

**On MOTION by Ms. Viegas and seconded by Mr. Miller, with all in favor, establishing an account with Synovus Bank, was approved.**

**ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of August 31, 2023**

Ms. Viegas asked what the "Other contractual-irrigation manager" line-item credit is related to. Mrs. Adams stated it was related to the miscoding of invoices.

**On MOTION by Ms. Viegas and seconded by Mr. Miller, with all in favor, the Unaudited Financial Statements as of August 31, 2023, were accepted.**

**TWELFTH ORDER OF BUSINESS**

**Approval of August 23, 2023 Public Hearing and Regular Meeting Minutes**

The following changes were made to the August 23, 2023 Public Hearing and Regular Meeting Minutes.

Line 50: Change “finds” to “funds”

Line 323: Insert “Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date” after “Providing for”

**On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the August 23, 2023 Public Hearing and Regular Meeting Minutes, as amended, were approved.**

Ms. Viegas asked Mr. Adams about a reference to a schedule he was to supply, as noted in the minutes. Mr. Adams stated it was addressed, so there was no need to supply a schedule.

**THIRTEENTH ORDER OF BUSINESS**

**Action/ Agenda or Completed Items**

This item was presented following the Fourteenth Order of Business.

**FOURTEENTH ORDER OF BUSINESS**

**Staff Reports**

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

Mr. Pires stated he will prepare and send the demand letter to SOLitude before the next meeting.

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

- **NEXT MEETING DATE: October 25, 2023 at 10:00 AM**
  - **QUORUM CHECK**

All Supervisors confirmed their attendance at the October 25, 2023 meeting.

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

Mrs. Adams stated the Operations Report was emailed to the Board. She noted the following:

- Superior Waterway Services will provide a report about its cleanup efforts at the next meeting.
- The Veneta Fountain pump and motor should be received today and installed on Friday.
- The Veneta bench is due to be delivered on October 9, 2023.
- Lykins-Signtek will provide an update regarding street sign repairs next month.
- The matter of insurance claims related to the fountain is concluded.

Ms. Viegas asked if the information related to the bond and payoff amounts will be added to the CDD website. Mr. Adams stated an email address will be posted and a link will be provided.

Ms. Viegas asked if Mr. Adams delivered the message to CDD #1 that CDD #2 is not interested in merging and what CDD #1's reaction was to the decision. Mr. Adams stated he delivered the message and CDD #1 was disappointed.

▪ **Action/ Agenda or Completed Items**

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

Items 2, 9, 12, 13, 14, 15, 16 and 18 were completed.

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

<p><b>On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor, the meeting adjourned at 11:54 a.m.</b></p>
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Secretary/Assistant Secretary



Chair/Vice Chair