

**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 February 28, 2024 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present were:

Elliott Miller	Chair
Bill Klug	Vice Chair
Linda Viegas	Assistant Secretary
John Nuzzo	Assistant Secretary
William Tomazin Jr.	Assistant Secretary

Also present:

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Jon Phillips	Director, Foundation Operations
Ryan Hennessey	Fiddler’s Creek Director of Community Services
Aaron Haak	Fiddler’s Creek Deputy General Counsel
Jody Benet	Fiddler’s Creek Irrigation Manager
Victor Ledezma	Fiddler’s Creek Landscape Manager
Andy Nott	Superior Waterway Services, Inc. (Superior)
Mike Barrow	GulfScapes Landscape Management (GulfScapes)
Mark Grimes	GulfScapes Landscape Management

Residents present:

Michael Buck	Sue Leone	Bob DeMaria	Charlene Tomazin
Margie Cardillo	Ray Magill	Scott Spitzer	Shannon Benedetti

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)

Oyster Harbor resident Sue Leone asked for the status of irrigation repairs between Quilcene and Olympia. Mr. Haak stated Mr. Cole will provide an update during the meeting when he returns.

Laguna resident Bob DeMaria asked about the traffic light. Mr. Miller stated it will be discussed during the meeting. Mr. DeMaria asked about the cypress trees. Mrs. Adams stated they are dormant now, and growth of the leaves will return during the spring.

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, with regard to the litigation against CDD #1 for its anticipatory breach of the Interlocal Agreement, CDD #1 submitted a settlement proposal in which CDD #1 would give up 75% of their claim. In an Executive Session, CDD #2 decided not to accept the offer. He stated that CDD #1 had an Executive Session last Friday.

Mr. Adams stated, when CDD #1 came back into public session, the CDD #1 Board approved a motion to proceed with the litigation.

Mr. Miller stated he is working on CDD #1’s request for admissions and document production, and both responses will be filed soon. These requests apply to public records, such as minutes of prior meetings with discussions regarding the traffic signal. CDD #1 asked for an admission that the word “gross cost” never appears in the Interlocal Agreement; CDD #2’s response will be that the word “gross” does not, but the word “costs” does appear in the Agreement. The responses will be filed, probably today, and litigation will proceed. Depositions, discovery and CDD #2’s Motion for Summary Judgment will also proceed.

Ms. Viegas stated that the January invoice from Special Counsel has not been received. She noted that, as of December 28, 2023, CDD #2 has spent \$21,691.05 on this litigation.

FOURTH ORDER OF BUSINESS**Update: Superior Waterway Services, Inc.
Treatment Report (Andy Nott)**

Mr. Nott apologized for the incorrect dates listed in the Report and stated they will be corrected. He presented the Treatment Report and noted the following:

- Many visits were completed, and many treatments were applied; continuing improvements were noted.
- Torpedograss was treated aggressively on Lakes 23 and 25A last month and follow up treatments are scheduled.
- The Lake 65E water lilies were treated, and monitoring is ongoing.
- The Lake 88 Illinois pondweed was treated; additional treatments are scheduled, as several treatments will be necessary to get it under control.
- Overall, improvements were noted; water levels and cool weather have been beneficial.
- One lake was trimmed of dead material. Undeveloped areas at Lakes 8 and 9 might be trimmed to address access issues after treatments are complete.

Mr. Tomazin stated that, at the CDD #1 meeting, 15 lakes were reported to have algae blooms and asked if that is occurring in CDD #2. Mr. Nott stated CDD #2 does not have algae to that extent; CDD #1 has more golf course lakes than CDD #2. Mr. Nott stated fertilizer runoff due to rains results in nutrients being deposited in the lakes, causing algae blooms.

Mrs. Adams reminded meeting attendees to state their names when speaking to assist with accurate transcription of the minutes.

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

Mr. Hennessey presented the PowerPoint and reported the following:

- Concerns related to irrigation and pressure washing, etc., can be emailed to Irrigation@Fiddlerscreek.com and Pressurewashing@Fiddlerscreek.com for staff response.
- Tree Canopy Trimming: No trimming was scheduled for January and February; however, Juniper began trimming early. Juniper is currently trimming fruited palms in CDD #1. Coconut palms that were missed in Veneta were also trimmed.

A. Irrigation and Pressure Washing Efforts

- Irrigation Projected Usage: Less than 2" of rain was received in January.
- There were six rain holds in the villages and there were six in the common areas. Due to unusually overcast weather, saturation was high, and the irrigation system was not used as much as would have been typical. Total water usage was approximately 36 million gallons, which is approximately 20 million gallons less than in January 2023.
- Irrigation Report: There were no major issues or major repairs in January. A bad Cat-5 cable was replaced when the satellite failed to communicate.
- Pressure Washing: Championship Drive was completed last month. Spots on Museo Circle were addressed. Crews were pulled off schedule to address Mulberry Lane and the Marsh Cove entrance. Since the report was submitted, Mahogany Bend and Montreaux were completed. Crews are now in Runaway Bay; next, they will proceed to CDD #2. The map was updated.

Mr. Miller noted that the map includes "Scheduled Routes" and "Other Pressure Cleanings" but there are no color-coded dots in those colors on the map. Mr. Hennessey stated he will add the applicable dots to the map; the monthly scheduled areas are indicated in yellow.

Ms. Viegas asked if Mr. Benet hired a new assistant since his last assistant resigned. Mr. Hennessey stated he has not; the search is ongoing.

B. Security and Safety Update

Mr. Hennessey reported the following:

- Gate Access Control: Community Patrol's number is 239-919-3705; Community Patrol should be called for assistance with security matters. In an emergency, 911 should be called first, followed by Community Patrol. The automated gatehouse number is 239-529-4139; that number should be called to add vendors or visitors to the list.
- Occupancy Report: Occupancy rose from approximately 1,700 homes occupied to almost 2,300, an increase of approximately 33%. Traffic increased as well.
- Gatehouses and Patrols: Sandpiper, Championship, and the Main gates are operational 24 hours a day, seven days a week. There are two patrols per shift. The cupola on top of the Championship gate was in disrepair; it was painted, and it looks much better.

Mr. Miller noted that the Sandpiper gate is busier than the other gates. Mr. Hennessey stated that all commercial trucks enter through the Sandpiper gate.

- Gatehouse Activity: There were over 100,000 gate entries in January, up from approximately 77,000 gate entries in December, which is an increase of approximately 30%.
- Incidents: Parking violations were the most common incidents, increasing from 85 in December to over 130 in January. Medical calls also rose by approximately one-third.

Mr. Miller asked for the nature of the resident complaints. Mr. Hennessey stated they might be anything, including bear sightings, alligator sightings, or property disputes.

- Speed Detection and Enforcement: The Traffic Hawks are finally being shipped back to The Foundation. In the future, re-calibration will be done in-house, as it took over two months with the vendor. Traffic Hawks should be back in operation by early next week.
- The Collier County Sheriff’s Office (CCSO) advised that there were four crashes, seven traffic stops and 11 alarm calls in January. There was a total of 126 service calls in January.

SIXTH ORDER OF BUSINESS

Developer’s Report/Update

Mr. Haak responded to questions and discussed the following:

- Development continues in Oyster Harbor. The houses on Fanny Bay North should close and be delivered in the coming months; work will continue on to Breton.
- Development continues in Dorado. There are a few unsold units in the buildings currently under construction, but most are sold. Work will continue throughout the year, with one building being completed every month for the next six months. The base price is approximately \$1.5 to \$1.7 million, before additions, with final prices in the low \$2 millions.
- Work on the golf clubhouse is continuing.
- Preparatory work for golf course renovations commenced, and work will begin in April.

In response to Ms. Viegas’ question, Mr. Haak stated the Irrigation Construction Manager candidate has been identified; contract negotiations are underway.

SEVENTH ORDER OF BUSINESS

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

Mr. Cole responded to questions and discussed the following:

➤ The Traffic Signal Permit was finally issued; he informed Mr. Parisi via email and attached the permit.

Mr. Miller stated it would be helpful to receive the next payment. Mr. Cole stated he will send the email to Mr. Haak.

➤ Regarding the start of construction, the materials are on order. The drawings for the mast arms and the cabinet were approved; those are the long-lead items. Materials are expected in September 2024, and that is when construction should begin. As stated in previous meetings over the last few years, those items take months to build.

➤ It is anticipated that the traffic signal will be operational in January or February 2025.

It was noted that Mr. Cole is responsible for managing the contractors.

Mr. Tomazin asked for the length of time of the burn in period. He recalled that the light at Treviso Bay was not functional for a long time. Mr. Cole stated it generally takes 30 days from the time the signal starts blinking yellow. He has no knowledge about the Treviso Bay light, but many factors can impact the timing.

Mr. Cole distributed Draw 192 for the 2005 Bond, which became the 2014 Bond, for approximately \$5,200 for District Engineer services related to the traffic, and also services by Trebilcock.

➤ The work done at the Amador swale since last Friday was inspected; work should be totally completed within the next few weeks. All the yard drains are in place; minor grading is needed, and then sod will be installed. The only missing landscaping he recalls is on Mr. Schwartz's lot; that will be installed when sod installation is completed.

Mr. Klug stated that some stumps were removed from the intersection, but some unsightly hedges remain. Mr. Cole stated that is another section that is not behind those lots; Juniper mistakenly removed those Ficus trees and Juniper finally removed the stumps. There are some Ficus trees remaining along the guard rail that will not be removed because they would damage the guard rail. Two or three Ficus trees to the west of the box culvert, where the guard rail is located, were not removed because they were not part of the original scope.

Mr. Cole stated Hole Montes had issues with Juniper. He met with Juniper at least a dozen times since they started this project. Mr. Miller asked if Mr. Cole is working with Juniper to correct the issues. Mr. Cole replied affirmatively and expressed his frustration with Juniper.

Mr. Pires noted that the Second Amendment to the Amador Temporary License Agreement will expire on March 1, 2024. Mr. Cole stated he hopes the work will be completed within the next several weeks. The consensus was to extend the license agreement to April 30, 2024.

On MOTION by Mr. Klug and seconded by Mr. Nuzzo, with all in favor, authorizing Staff to prepare a Third Amendment to the Amador Temporary License Agreement, and authorizing the Chair to execute, was approved.

Mrs. Adams stated the CDD plans to install Clusia where the Ficus hedges were removed. The residents on those lots, knowing the CDD's intention to install a Clusia hedge, installed Clusia along their lanais. This will probably create an issue as they grow in because there will be two sets of hedges. Mr. Cole believes the hedges are on the homeowners' property.

Mr. Pires stated part of the question might be, is it located in the landscape buffer easement, and will there be an assertion that the CDD acquiesced to a de facto acceptance of those plantings. The Board agreed that CDD #2 should not be responsible for maintaining Clusia installed by homeowners. Mr. Miller asked Mr. Pires to send a letter to the homeowners stating that the CDD will not accept the plantings and that the homeowner is responsible for maintaining the Clusia they planted on their private property.

➤ Mr. Bob Ferguson, Mr. Cole's firm's inspector, will meet with Landshore Restoration to look at lake repair areas and obtain a proposal to be presented at the next meeting. The proposal will include areas in Museo and Oyster Harbor with lake erosion.

EIGHTH ORDER OF BUSINESS

Consideration of Proposals for Chiasso Court Milling and Resurfacing

Mr. Cole presented the proposals and discussed the following:

- This agenda item involves three projects, including the Chiasso Court Milling and Resurfacing, the Sandpiper Drive Sidewalk Repairs, and the Museo Circle Valley Gutter Replacement that was necessitated by a tree growing and lifting the valley gutter causing the valley gutter to hold water. His email was forwarded to the Board Members on Monday.
- As requested by the Board, three proposals were obtained for each project. Bradanna's total bid was approximately \$90,000, Bonness' total bid was approximately \$70,700, and Collier Paving's total bid was a few thousand dollars more than Bonness.
- Financials were requested from Bonness as the Board directed. Bonness declined to provide financials which is not uncommon.
- Collier Paving was asked to reconsider its proposal and provide financials. Collier Paving sent a revised proposal of approximately \$70,000, which is now less than Bonness' bid, and provided financials, which were distributed.
- Mr. Cole's recommendation is to engage Collier Paving to do the work.
Mr. Miller noted that the financials were not audited. He asked if they have a warranty.
- Collier Paving's standard one-year warranty will be included in the contract. The CDD's contract form has been used many times.

Ms. Viegas stated that one of the reasons the Collier Paving proposal came in lower was because the water valve box was removed from the Sandpiper bid, which the other two contractors included in their bids. She asked if a water valve box is needed and, if so, will Collier Paving include it at no charge to the CDD since it was not included in their bid. Mr. Cole stated he does not have those details, but he is sure that they will honor the bid. He will ask Collier Paving to include it.

Ms. Viegas noted the other reason Collier Paving's new proposal came in lower is because they reduced the price per unit to "Remove & Replace 6" thick concrete sidewalks" from \$25.68 to \$24.38. She suggested we request them to look at their proposals again, in the future, to see if they will lower their prices.

Ms. Viegas stated all the Collier Paving proposals state "Price excludes all concrete repairs or replacements" under Terms and Conditions, which she thinks makes no sense given the scope of work. Mr. Cole stated he will have that language removed.

Ms. Viegas stated the date on two of the Collier Paving proposals are past the 30 days they state the prices are good for. Mr. Cole stated he received the proposals on Friday or Saturday, so the prices will be honored.

Ms. Viegas stated there are incorrect calculations on the Collier Paving Chiasso bid and other items that need to be addressed, which she will give to Mr. Cole after the meeting.

Mr. Miller noted that the proposals have three different dates.

Mr. Cole stated the one-year warranty will be included in the contract.

Mr. Tomazin asked if there are discrepancies between the bids on the length and depth of the work which number is correct. Mr. Cole stated he must review the proposals. These proposals will be presented again at the next meeting.

With regard to resurfacing Chiasso Court, Mr. Tomazin stated he walks and bikes the area regularly and, in his opinion, it is not that bad or very different from other cul-de-sacs. He recalled a homeowner commenting that it was a hazard, so he looked at every cul-de-sac in CDD #2. He gave each one a rating on the quality of the surface, and he found others that are more degraded than Chiasso. He asked if the CDD is setting a precedent if it fixes one and not others. He voiced his opinion none of the cul-de-sacs need repair. He asked if the Board should develop a standard criterion for evaluating the cul-de-sacs.

Mr. Miller recalled a homeowner in Chiasso Court raised this issue. He thinks that standards might be needed, and the issue of standards is valid. To him, the question is whether the CDD should only address an issue when a complaint is received.

Mr. Klug asked Mr. Tomazin if he could identify the other areas he found to be worse than Chiasso. Mr. Tomazin stated he rated on a scale of 1 to 5, with 1 being very good and 5 being very bad. In his opinion, Vadala Bend Court has degraded from pouring the original asphalt where one-half of the street meets the other, that area and the back portion of Menaggio Court are as bad or worse than Chiasso Court. He thinks the rest seem to be in better condition than those three. Mr. Tomazin expressed his feeling that criteria are needed for these decisions due to the expense and liability if an issue is known but not addressed.

Mr. Miller stated he is raising several questions. First, what liability could be incurred if the CDD does not address Chiasso in the face of a complaint about a possible injury. The second

is, could the response to other streets with equal or worse conditions be considered inadequate if that complaint is addressed.

Ms. Viegas recalled the homeowner's complaint was not the only reason proposals for Chiasso were obtained. When the complaint was received, Mr. Cole investigated, and he reported that the problem was due to a cold application of the asphalt causing the asphalt to deteriorate. She believes that, at that time, according to Mr. Cole, the area needed to be repaired. Ms. Viegas suggested Mr. Cole inspect the two new areas mentioned and, in the future, perhaps Mr. Cole can make a recommendation regarding standards, or the team that reviews the roadways can annually review street areas that need to be addressed.

Mr. Cole stated he has been the CDD's District Engineer since 1996, when CDD #1 started, and, in almost 30 years, this location in Chiasso has been the only place he has seen this problem related to cold application. Some time ago, he submitted a paving repair schedule for both CDDs to Mr. Adams for budgeting purposes. For example, in CDD #1, Fiddler's Creek Parkway was milled and resurfaced from the entrance on 951 up to Championship Drive, and Club Center Boulevard from the Parkway past The Rookery was resurfaced. That is all that has been resurfaced so far. Some asphalt patches were done, and some more are needed, but, in his opinion, it is not necessary to resurface all three areas; CDD #2 can wait a few years. There are some "spider cracks", but they are not degrading into potholes. There are a few potholes to repair, but it is probably better to spend several thousand dollars for pothole repairs rather than hundreds of thousands of dollars for a complete repaving that can be deferred. The condition on Chiasso is unique and it is only going to get worse, so it needs to be repaired.

Mr. Cole stated he will inspect the areas and make recommendations. Repaving three or four cul-de-sacs might cost a few hundred thousand dollars.

Mr. Miller noted that the CDD does not want to spend extravagantly; however, it is important to preclude any potential injuries or damage and avoid litigation.

Mr. Pires stated, once the CDD has been made aware of a dangerous condition, an injury, or a hazardous area, the CDD must remediate it or warn residents by putting cones or tape around the area. On a proactive basis, other Districts that he serves instituted a protocol procedure for reporting and addressing issues.

Mr. Miller stated Mr. Cole will inspect the areas discussed. Mr. Klug noted that a proactive inspection schedule exists; the matter has not been ignored.

NINTH ORDER OF BUSINESS

Continued Discussion/Consideration of Replacement of Seventeen (17) Temporary Signs in Aviamar and Veneta with Permanent Decorative Signs

Mr. Cole believes this temporary sign item should not be on the agenda because, in October, the Board approved installing 17 pedestrian crossing signs. Mrs. Adams is working on a contract with Lykins-Signtek for those signs. Mr. Miller noted that those signs were more aesthetically pleasing than the current signs. Mr. Cole stated over 30 pedestrian crossing signs are needed, between those that were temporary and those that were never installed. The 17 signs to be put in do not currently exist; there will still be 13 to 15 temporary signs that will still exist and, if the CDD wants to pay \$1,700 each to replace those signs, that can be done in the future.

Ms. Viegas voiced her belief that the matter of replacing temporary signs remains to be addressed and should stay on the agenda. Mr. Cole stated the agenda item should be about installation of 17 missing signs.

Mrs. Adams stated, in October, the Board approved the installation of the pedestrian signs that do not exist. Today, the temporary signs that need to be replaced with aesthetically pleasing signs, remain to be addressed.

Mr. Cole read from the October Minutes: "Installation of 17 decorative pedestrian crossings signs in Aviamar and Veneta where there are none, in an amount not-to-exceed \$28,305, was approved." He stated that motion applied to signs that do not currently exist; he does not have a proposal to replace the temporary signs that do exist. He can request a proposal to replace the existing temporary signs, if directed to do so.

Mr. Miller voiced his belief that a motion to replace the existing temporary signs with more aesthetically pleasing signs was previously approved.

Mrs. Adams recalled the discussion about use of Construction Funds.

Ms. Viegas recalled it being noted that some temporary signs are in construction areas where they will be damaged, so it was decided not to do those signs yet. She believes the temporary signs are on hold.

Mr. Cole stated the Capital Projects Fund shows the 2014 bond has approximately \$47,000 remaining. Those funds have been used to pay for the work related to the traffic signal. At some point, those funds will go into the General Fund. He estimated a cost of over \$50,000 between the signs that were approved for \$28,000 and whatever existing temporary signs are replaced.

Mr. Miller asked if Mr. Cole is suggesting that the existing signs not be replaced with fancier signs. Mr. Cole stated he is not; he is just reporting the facts.

Mr. Miller asked if anybody would like to make that suggestion.

Mr. Cole stated, with Board direction, he will obtain a proposal to replace the existing temporary signs. He thinks there might be only one or two signs related to the areas of construction along Dorado; he believes everything else is built.

Mr. Miller expressed his opinion that Mr. Cole's point is that, if the CDD finds modest substitutes for the unaesthetic signs, the Construction Fund will be exhausted, is valid. He noted that Mr. Cole nodded in agreement.

Mr. Klug recalled discussion about whether some portion of the cost should be borne by the Developer, as opposed to CDD #2. He believes the matter should be addressed as, in his opinion, some of the cost of the signs should be a Developer responsibility.

Mr. Miller agreed that some, but not all the cost of the signs, should be a Developer responsibility. Ms. Viegas added she raised this issue at multiple meetings. Mr. Klug thinks feedback from the Developer is needed before the Board can make a decision.

Mr. Miller concurred and stated his belief is that the Board wants the Developer to pay for a portion of the signs. He does not remember the portion of the expense that the CDD wants the Developer to pay for. Ms. Viegas did not remember either, but she believes Mr. Parisi was supposed to decide how many the Developer is responsible for.

Mr. Haak stated his understanding that the discussion relates to the replacement of the existing temporary signs, and the matter of the missing signs is off the table. As it relates to the

replacement of the existing temporary signs, he suggested the Board obtain a proposal, determine what it believes is the Developer's responsibility, and the Developer will consider it and respond.

Ms. Viegas recalled that Mr. Parisi and Mr. Cole were supposed to meet and review the temporary sign locations.

Mr. Miller stated he does not want to put Mr. Cole in the middle; he asked Mr. Haak to speak with Mr. Parisi.

Mr. Tomazin thinks there are more than 17 temporary signs and asked who determined that number. Mr. Cole stated his recollection from months ago is that 17 signs were missing.

Mr. Miller wants to limit the discussion to the unaesthetically pleasing signs.

Ms. Viegas recalled that there were 17 such signs. She further recalled that there were 17 temporary signs that needed to be replaced with more decorative signs and 17 signs that were missing for a total of 34. It was agreed at the October meeting as Mr. Cole read in the meeting minutes that the Board approved the proposal for 17 signs that were not there, i.e., missing signs.

Mr. Tomazin reiterated his belief that there are many more than 17 signs with only a metal post.

Mrs. Adams noted that the construction signs are temporary.

Mr. Miller suggested the number of signs be left open for Mr. Cole to provide a count.

TENTH ORDER OF BUSINESS

Consideration of Construction Contract and Invoice [Sophistico Floors Corp d/b/a Sophistico Construction]

Mr. Cole recalled that the pumps were installed in November and the roof has not been put on the pumphouse, so a temporary canopy was installed above the control panel, temporarily protecting against wind and rain. He recalled that the Board approved the contract with Sophistico for the pumphouse work, including the roof last month. He has never dealt with a building permit before. Sophistico requested a deposit of \$55,000, and he told them that was not listed in the contract. Sophistico told him that the permit to do the work cannot be

obtained unless truss drawings are submitted, and the drawings cannot be done unless a deposit is made. He asked Sophistico to break down the \$55,000, but he has not received a response yet.

Mr. Klug stated this will not change the contract and suggested paying the deposit to keep this project moving forward because, if not, it will delay the project more. He noted that the temporary canopy is subject to heavy winds and other inclement weather.

Mr. Miller stated that he does not want to approve payment of the deposit until the detail behind the \$55,000 is received.

Mr. Klug motioned to approve the \$55,000. Mr. Tomazin stated he understands and agrees with Mr. Klug's position, but, in his opinion, if the contract had payment terms and this payment request was not included, the CDD needs to make sure Sophistico does not ask for other payments. That is inconsistent with the terms of the contract.

Ms. Viegas asked Mr. Cole if Sophistico has been responsive to his requests. Mr. Cole stated he saw a call from them during this meeting. Ms. Viegas suggested approval of the \$55,000 be contingent on Sophistico supplying the details for the \$55,000. Mr. Miller stated he will look to Mr. Cole to accept the details.

On MOTION by Mr. Klug and seconded by Mr. Tomazin, with all in favor, Sophistico Construction Invoice #1110, in the amount of \$55,000, contingent upon the District Engineer receiving the itemized backup requested, was approved.

Ms. Viegas asked Mr. Cole and Mr. Pires for the status of the agreement of understanding for an Environmental Resource Permit (ERP) required by the South Florida Water Management District (FWMD), that was raised at the last meeting and was supposed to be reviewed at this meeting. Mr. Pires stated he submitted the draft to Mr. Schmitt, a CDD #1 Board Member, since Mr. Schmidt is involved in the project. The draft was provided to the Developer a week and a half ago, and no comments have been received yet. Some additional plans and exhibits are necessary to complete the package. The draft was inadvertently omitted from CDD #2's agenda package. Today, CDD #1 voted to table the agreement to the next

meeting, pending receipt of the Developer’s comments and the necessary exhibits. He anticipates a draft agreement will be provided well in advance of the next Board meeting. He has hard copies, should anyone want to view a preliminary version of the agreement, to date.

ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of January 31, 2024

Mr. Miller noted that the interest from the Synovus Bank Money Market Account is not reflected in the financials. Ms. Viegas stated she had already emailed Mr. Adams about it and Mr. Adams forwarded her questions to Mr. Jeff Pinder, in the Accounting Department.

Mr. Adams stated the interest is apparently not booking to the General Fund; it has been posted to the cash account on the balance sheet and a change to that is being done now. The rate is currently 4.75%.

Ms. Viegas stated she emailed additional questions to Mr. Adams. Mr. Adams stated he is still waiting for answers to the bond-related questions Ms. Viegas raised. He is going to move an additional \$1 million into the Synovus account, which currently pays 4.75% interest.

The financials were accepted.

TWELFTH ORDER OF BUSINESS

Approval of Minutes

Mrs. Adams presented the following Meeting Minutes:

A. January 24, 2024 Regular Meeting

Mr. Tomazin voiced his opinion that Lines 134 through 137 should have a comment added to indicate that Mr. Parisi’s comments were not part of the item being discussed. The Board and Staff explained that the minutes are a reflection of the recordings and that comments cannot be added. The lines were left as written with no comments added.

The following change was made:

Line 174: Change “Fining” to “Irrigation”

On MOTION by Ms. Viegas and seconded by Mr. Nuzzo, with all in favor, the January 24, 2024 Regular Meeting Minutes, as amended, were approved.

B. February 7, 2024 Special Meeting and Attorney-Client Executive Session

Ms. Viegas stated that she edits all meeting minutes before they are included in the agenda books, but she did not review these minutes before they were included.

Mr. Miller recalled that the Court Reporter did not show up. Ms. Viegas stated that the Court Reporter did show up, but she was late so Mr. Adams sent her away and agreed to send her the recording of the meeting. Mr. Miller stated the Court Reporter arrived late, left shortly after arriving, and did not do any work while present, so she did not do any work as a Court Reporter. He voiced his opinion that the Court Reporter’s presence should be deleted; he hoped that she did not send a bill.

Mr. Adams stated the Court Reporter did not send a bill.

The following changes were made:

Line 21: Delete “Court Reporter”

Line 31: Change “spoke” to “were present”

Line 64: Change “Miller” to “Nuzzo”

Mrs. Adams reminded the Board Members to state their names when making and seconding motions.

Line 81: Change “2014” to “2024”

Line 85: Change “8:00” to “10:00”

On MOTION by Ms. Viegas and seconded by Mr. Nuzzo, with all in favor, the February 7, 2024 Special Meeting and Attorney-Client Executive Session Meeting Minutes, as amended, were approved.

THIRTEENTH ORDER OF BUSINESS

Action/ Agenda or Completed Items

Item 8: Delete “Vice”

Item 11: Change “Pies” to “Pires”

Ms. Viegas noted regarding item 11 she has requested the Board be sent the two letters Mr. Pires sent to SOLitude at the last few meetings and the Board has still not received them.

Mr. Pires apologized and said he would send them to Mrs. Adams for distribution to the Board. Ms. Viegas also stated two items were missing which she gave to Mrs. Adams at the beginning of the meeting to add.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

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

Mr. Pires stated he sent all the correspondence from Menaggio to the Board; he provided hard copies of the correspondence indicating that they have new equipment and that “any discharge of pool water will be neutralized pool water.”

Mr. Miller expressed his opinion that the response was adequate. He asked Mr. Pires to make sure they do what they said they would do in their last response.

Mr. Pires stated he will follow up to make sure the matter is addressed.

Ms. Viegas asked if the other condo developments in CDD #2 are doing the same thing. She questioned if it makes sense to have Mr. Pires send letters to each condo association to make them aware of the issue and ask them to make sure they are not releasing the chemical into CDD #2's properties or waterways.

Ms. Viegas asked Mr. Michael Buck, who initially raised the issue, if he reviewed any other community pool. He stated he did not.

The Board agreed Mr. Pires should send letters.

Mr. Haak was asked to send the list of property management companies and contact information to Mr. Pires for each condo village in CDD #2.

The Board and Staff discussed whether condo Board Presidents should be contacted.

Mr. Pires stated they were contacted for Menaggio. Ms. Viegas stated Mr. Haak has that contact information, as well, if Mr. Pires wants to include them.

Mr. Pires raised the issue of individual home pools and whether they have the same issue. Mr. Buck stated individual home pools are smaller and have different filters, so they would not have the issue.

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

- **NEXT MEETING DATE: March 27, 2024 at 10:00 AM**

- **QUORUM CHECK**

Supervisors Miller, Viegas, Nuzzo and Klug confirmed their attendance at the March 27, 2024 meeting. Supervisor Tomazin will attend via telephone.

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

The Operations Report was included for informational purposes.

Mrs. Adams reported and discussed the following:

- Regarding the Holiday Lighting Program, she received an additional credit of \$750 from Trimmers Holiday Décor, reducing the balance due from \$1,500 to \$750.
- Brimmers Custom Décor emailed a cost estimate of \$5,000 for next year, which would include two weekly night visits in December.
- The current contract with Trimmers Holiday Décor is \$3,000; it was the first year of installation and there were issues, but no complaints were received. This can be discussed during budgeting.
- Trimmers Holiday Décor serves CDD #2, CDD #1 and The Foundation, which is why the lower cost of \$3,000 is offered for holiday lights. Asked how they responded when it was discovered that the lights were off more than they were on, they advised that they were not informed of an issue. In the future, the Security officers at the Sandpiper gatehouse should let Management know when the lights are off. It is possible that Security did not notice because it was the first year the holiday lights were installed. CDD #1 pays more because they have more lights and CDD #1 funds the decorations on the Main gatehouse.

Discussion ensued regarding holiday lighting.

It was agreed that, during the next holiday season, the Sandpiper gatehouse staff should let Mrs. Adams know if the palm tree lights are not lit. Mrs. Adams will provide an alternate contact if she will not be available.

- In response to a question from Ms. Viegas, Mrs. Adams stated GulfScapes is currently working on a month-to-month basis under the contract at the same price; there is a system for contract renewals and bidding, but this contract renewal was overlooked.

Ms. Viegas asked if the irrigation is still being adjusted in common areas, given the wet conditions, or has the regular schedule resumed. Mr. Benet stated the regular schedule resumed; the weather is monitored daily.

Mr. Tomazin noted a large difference between the two bids for the Street Light/Signpost project and asked if the bids are comparable.

Mrs. Adams stated the bids are comparable; the Board is aware and agreed to go with the low bid during the December meeting. Lykins-Signtek is always the most expensive; in this case, Florida Painters can do just as good a job for a much better price. The Board will be considering Florida Painters during the Fiscal Year 2024/2025 budget deliberations.

Mr. Miller asked if Lykins-Signtek is aware that its prices are so high. Mrs. Adams replied affirmatively.

FIFTEENTH ORDER OF BUSINESS

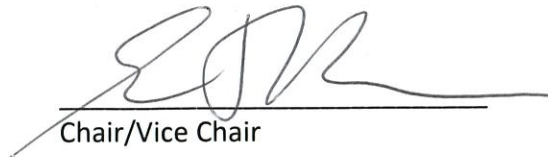
Adjournment

There being nothing further to discuss, the meeting adjourned at 11:31 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Secretary/Assistant Secretary



Chair/Vice Chair