

**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 27, 2024 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
Bill Klug (via telephone)	Vice Chair
Linda Viegas	Assistant Secretary
John Nuzzo	Assistant Secretary
William Tomazin Jr. (via telephone)	Assistant Secretary

Also present:

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Joe Parisi	Developer’s Representative
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)
Joe Schmitt	Resident and CDD #1 Board Member
Torben Christensen	Resident and CDD #1 Board Member
Sue Leone	Resident
Ray Magill	Resident
Shannon Benedetti	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 10:04 a.m.

Supervisors Miller, Viegas and Nuzzo were present. Supervisors Klug and Tomazin attended via telephone.

On MOTION by Mr. Miller and seconded by Mr. Nuzzo, with all in favor, authorizing Mr. Klug's and Mr. Tomazin'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)**

Oyster Harbor resident Sue Leone voiced her opinion that an issue exists due to lack of lighting when entering Oyster Harbor. She stated that a homeowner installed a reflector rod and asked if this is a CDD or an HOA matter. She stated that someone ran into the center median because it is very dark at night and asked for lighting to be installed.

Mr. Pires stated, if it is in the CDD's right-of-way (ROW), the reflector should be removed. Mrs. Adams asked Ms. Leone to email her photos of the reflector and her request. It was noted that the question is what entity is responsible for addressing the perceived lack of lighting. Mrs. Adams will address the matter when she receives the email.

▪ **Continued Discussion/Consideration of Agreement for Access and Construction [Basins I, OH, A1, B1, C, H2, H3]**

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

Mr. Miller stated the Fourteenth Order of Business is being addressed earlier in the meeting because CDD #1 Supervisor Joe Schmitt is in attendance, and he wants to hear the discussion.

Mr. Pires stated he distributed a revised draft which contains several changes submitted by Ms. Viegas.

Mr. Miller asked who prepared the initial Agreement. Mr. Pires stated he prepared the initial draft, and it was reviewed by others, including Mr. Cole, Mr. Adams, Mr. Parisi, and Mr. Haak. Asked on whose behalf he prepared the Agreement, Mr. Pires stated he prepared it on behalf of CDD #1 and CDD #2. Mr. Miller asked if the Agreement was reviewed by any other lawyer. Mr. Pires stated the Agreement was reviewed on behalf of the FCC Golf Club by Mr. Parisi and Mr. Haak. Mr. Miller asked if all parties here are relying on Hole Montes. Mr. Pires stated Hole Montes reviewed the Agreement; Mark Minor had the plans. The CDD is relying on Hole Montes.

Mr. Miller asked who the FCC Golf Club is relying on. Mr. Parisi stated the FCC Golf Club is relying on Mark Minor. Mr. Miller asked if the FCC Golf Club is specifically not relying on Hole Montes. Mr. Parisi stated that is correct.

Mr. Miller stated, as Mr. Cole does work for the CDD and the Developer as well, he wants to make it very clear where all the responsibilities lie. He asked if there is an issue of conflict. Mr. Pires stated that there is not.

Mr. Miller asked on whom CDD #2 relies regarding the surface water management system plans. Mr. Pires stated the plans were prepared by Grady Minor & Associates; Mr. Cole is reviewing the plans, so CDD #2 relies on Mr. Cole's review of Mark Minor's plans.

Mr. Miller asked if Mr. Cole is providing any written review regarding these plans. Mr. Cole stated that he has not provided a written opinion. He does not see an issue with them; he needs to be provided the approved South Florida Water Management District (FWMD) Environmental Resource Permit (ERP) Modification Approval, and approval from Collier County, before he can approve the plans.

Mr. Miller observed that, as of now, CDD #2 is relying on Mr. Cole, and he has not approved the plans. Mr. Cole stated that is correct.

Mr. Parisi stated that is not his understanding, but he is happy to obtain whatever is needed.

Mr. Cole stated he does not see an issue with anything; he has not received approved plans in order to provide an approval letter.

Mr. Miller thinks it is important for Mr. Cole to be provided with the approved plans so he can advise the CDD of his approval, as the CDD is relying on him as its technical advisor. He asked how they can get the approved plans to Mr. Cole. Mr. Parisi stated he is emailing the approved plans right now.

Mr. Miller noted language in the "Whereas" clause dealing with the surface water management systems which states that the two CDDs "own, possess, access, operate and maintain project improvements." He asked what project improvements are referred to there. Mr. Cole stated the improvements are outlined in Mark Minor's memo. Mr. Pires noted the memo, included as Exhibit B to the Agreement, is dated January 22, 2024.

Mr. Miller stated his understanding that if the Board approves the Agreement today, it will not have plans reviewed, analyzed, and approved by Mr. Cole. Mr. Cole stated that, if during the meeting he is able to see that County and ERP approval were granted, he will give verbal approval.

CDD #1 Board Member Joe Schmitt stated that Mr. Cole briefed the CDD #1 Board in December or January regarding the golf course renovations. His concern is the needed access over CDD #1 property, so he asked for an Agreement to hold harmless and indemnify CDD #1 at the entry points, where The Foundation would be responsible for any damages at entry points to CDD #1 property. That Agreement morphed into the combined surface water management systems (SWMS) requirements and golf course access. The golf course requires an amendment to the ERP, which is subject to the SFWMD approval process. He stated he was part of the review process with Mr. Pires, and he does not believe either of the CDDs needed to be part of the approval process because both the County and the SFWMD are issuing approvals and amending the permit. The real concern is for CDD #2, given the interconnections; Lake 70, which is going to be expanded, is entirely in CDD #2, but the attachments do not show any of that. He stated that CDD #1's concern is that the attachments should show the impact and any changes to control structures. CDD #1 does not want to hold up the April 1, 2024 start date but, for future reference, the financial impacts to both CDDs need to be identified. CDD #2 will incur additional costs because another lake in CDD #2 will require maintenance.

Mr. Miller thanked Mr. Schmitt for his input. He stated CDD #2 is relying on Mr. Cole, who has not yet approved the plans for both CDDs.

Mr. Parisi stated he just obtained the plans via email, and they are now displayed on the screen.

Mr. Miller stated they will wait for Mr. Cole to review the plans and give his approval.

Regarding the provision in Paragraph 2 of the Agreement, which states that the grant is subject to a variety of things, Mr. Miller wants to add that approval is subject to the statements made in the last paragraph of Exhibit B. Mr. Pires stated he will add that approval is subject to reliance on the accuracy and correctness of the last paragraph of Exhibit B.

Regarding the insurance in Paragraph 6, Mr. Miller asked about the length of insurance coverage and its applicability. Mr. Pires stated that the insurance should cover anything arising

during construction activity. The intent is that the insurance is there; it is a claims made policy. Mr. Parisi stated, unless claims are barred by the statute of limitations or other statutes, coverage relates back to the date that construction occurred. Mr. Miller stated he has no issue if it is barred by the statute of limitations, but, if there is a litigable claim within the statute of limitations based on work done, he wants to make sure it is covered by the insurance. Mr. Pires stated he does not want to state the term because claims can be made based on construction activities and, arguably, if something happens afterward due to a defective work product. He will ensure that the coverage states that it will apply per occurrence.

In response to Mr. Miller's question, Mr. Parisi stated that Glase Golf, Inc., is the contractor. Mr. Miller asked about the financial ability of the contractor to indemnify the CDDs. Mr. Parisi stated the project has a \$7 million construction bond which should cover all construction aspects; he believes the rest of the project carries \$5 million in insurance.

Mr. Miller noted that a paragraph in the Agreement indicates that the contractor will indemnify the CDDs, and he wants assurance that the contractor is financially able to do so. Mr. Parisi stated that he has used this contractor before that, and FCC Golf will pursue the contractor if the need arises. Mr. Nuzzo noted that the bond is more important because, if the contractor goes out of business, the bond would pick up for another contractor. Mr. Parisi stated he did not see the contractor's financials, but he knows this company as he has used them before and is happy with a bond on the project and the applicable insurance.

The Board and Staff discussed an excerpt from an email from Mr. Schmitt that was distributed. Ms. Viegas asked if all the items raised need to be added to the Exhibits before the Agreement is complete. Mr. Adams believes much of the information is included on the plans that were just projected on the screen.

Mr. Schmitt feels that all the information should have been displayed in the attachments to the Agreement, but they did not show the drainage basins or any other requirements. His other complaint is that the base maps are out of date; they show the interconnect between Oyster Harbor and Estancia, they do not delineate that some of that area now belongs to Taylor Morrison, etc. He stated that Mr. Cole had advised that he does not have the information. Mr. Schmitt would like the base maps to be corrected and the attachments to display the information to which they are agreeing when they are put into the final Agreement.

Mr. Adams suggested the approved plans be attached as Exhibit C to the Agreement, which should cover everything.

Mr. Pires stated, with regard to the A1 and A2 boundary maps, what Mr. Schmitt mentioned reflected a development scheme outside the boundaries of the CDD that should not be on there and did not accurately reflect the underlying development scheme for either CDD.

Mr. Cole stated once updated base maps are received from Grady Minor, the maps can be updated. He has no issues with the plans he reviewed in January and is now trying to review the plans that were just sent. He believes that there is a dilemma because one of the RAI comments is that the Agreement with the Developer needs to be approved so that the SFWMD can satisfy that requirement and then issue the permit. He does not have everything he needs to review it and give his approval.

Mr. Klug voiced his opinion that this needs to be tabled until the Agreement can be cleaned up. He asked how that would impact the April 1, 2024 start date. Mr. Parisi stated both projects were put into one Agreement in the hopes that both would be approved today. They will need to separate the Agreements so the golf course renovations can start on April 1, 2024. The ERP permit modification requires CDD approval. Mr. Adams suggested any approval be contingent upon Mr. Cole's approval of the plans, which would allow the project to move forward. Mr. Schmitt stated that, to avoid delaying the April 1, 2024 start date, CDD #1 approved the Agreement for access, subject to Mr. Cole having the correct attachments.

Mr. Klug asked what happens if CDD #2 conditionally approves it, work starts, and the documents are not correct, or Mr. Cole does not approve them. Mr. Miller stated they would assume that Mr. Cole will give an affirmative opinion.

On MOTION by Mr. Miller and seconded by Mr. Nuzzo, with Mr. Miller, Ms. Viegas, Mr. Nuzzo and Mr. Tomazin in favor and Mr. Klug dissenting, the Agreement for Access and Construction [Basins I, OH, A1, B1, C, H2, H3], as amended and subject to Mr. Cole's approval, was approved. [Motion passed 4-1]

Mr. Schmitt stated that the Boards have to put faith and confidence in the County review process, in Grady Minor, and in Mr. Cole.

Mr. Cole stated that there are many moving parts and, while he has no issue with the plans, the ERP and the County must issue their approval before he can give formal approval. He does not believe there is a problem with access. He requested a meeting with Grady Minor and Gulf Bay to review the plans and review the access, review what is needed to update the Exhibits with the base maps, and to understand the impact of access. If the meeting can be held within the next few days, he can provide an affirmative response on the access issue, which he believes is the first concern. Then the base maps can be updated, and the Agreement consummated. Mr. Miller stated the Agreement was approved subject to Mr. Cole's approval and advised him to do whatever he needs to do to approve it.

Mr. Pires reviewed the modifications agreed to earlier, noting the following:

- In Paragraph 2, it will be noted that the approvals are subject to reliance upon the correctness and accuracy of representations made by the Engineering firm in Exhibit B.
- If necessary, corrections to the boundary maps will be made.
- The approved plans will be attached as Exhibit C to the Agreement.
- Paragraph 5 will clarify that the costs, fees, and expenses relating to and associated with the construction are the sole responsibility of FCC Golf Club.
- Make sure that the insurance is per occurrence.

Mr. Klug questioned how all these verbal modifications can be incorporated after a motion was made and the vote was taken. Mr. Pires stated that these are not verbal modifications; rather, clarifications to review what was discussed earlier that he summarized to ensure he has all the modifications he needs to make to the Agreement.

Mr. Schmitt requested that all the plans discussed today and shown on the screen be included in the Agreement. Mr. Pires stated he will make sure a full package is sent to Mr. Miller and Mr. Schmitt for review.

THIRD ORDER OF BUSINESS

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

Mr. Miller stated that discovery requests were received and CDD #2 has some objections due to vague terms. CDD #1 can move to enforce the request as written or modify it

to comply with CDD #2's objections. He noted that CDD #2's motion for summary judgement is pending before the court. The date to hear the motion is May 14, 2024, at 1:30 p.m. There will be oral arguments for 30 minutes.

Mr. Klug asked if there was a stay in the discovery request pending the motion for summary judgment hearing. Mr. Miller stated there was not; discovery will move forward.

Ms. Viegas stated that, as of February 29, 2024, CDD #2 has spent \$26,918.58 on this litigation.

Mr. Miller stated that CDD #2 could have settled the matter for 75% but the Board voted not to with a unanimous vote of 5 to 0.

FOURTH ORDER OF BUSINESS

Update: Superior Waterway Services, Inc. Treatment Report (Andy Nott)

Mr. Nott presented the Treatment Report and noted the following:

- Light algae was observed in some lakes; spot treatments were applied, as needed.
- The Lakes were treated for weeds, including Illinois pond weed.
- A five-person crew has been selectively spraying with backpacks this week, in addition to the regular crew.

Regarding the prior Order of Business, Mr. Klug asked if it is possible for the parties to the lawsuit to mutually petition the court to ask for a stay on the discovery request pending the outcome of the hearing on the summary judgment. Mr. Miller stated that it can be done but, in his opinion, it would be economically counter-intuitive and not necessary.

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: Juniper trimmed the fruited palms on Sandpiper up to US-41. They also trimmed fruited palms on Fiddler's Creek Parkway and Club Center Boulevard. Trimming began several weeks earlier than the schedule suggested.

A. Irrigation and Pressure Washing Efforts

- Irrigation Projected Usage: Approximately 4" of rain was received in February.
- There were two rain holds in the villages and four in the common areas. Approximately 13 million fewer gallons of water were used in February 2024; a little more than 43 million gallons were used, compared to almost 57 million gallons in February 2023.
- Irrigation Report: There were no major repairs in February. A grow-in program necessitated a number of service calls.
- Pressure Washing: Crews are in the Campanile area now. Montreux, Mahogany Bend, and Runaway Bay were recently completed. The map is fixed; crews are ahead of schedule.

Mr. Miller asked why the areas being done are not contiguous. Mr. Hennessey stated that is the way it has been done in the past, but they are considering changing it.

Mr. Miller asked what a grow-in program is. Mr. Hennessey stated it refers to installing sod.

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 from January to February increased by 4%, increasing from 2,312 to 2,423.
- 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.
- Gatehouse Activity: Gate entries from January to February increased by 1%, increasing from 101,017 to 101,980.
- Incidents: Open garage doors and parking continue to be the highest incident categories.

Mr. Miller asked about the nature of the officer observations and resident complaints. Mr. Hennessey stated they might be anything officers observe, and resident complaints include disputes between neighbors that do not require Sheriff assistance.

- Speed Detection and Enforcement: The Traffic Hawks returned a few weeks ago. A few fines were issued. For the first time, a complaint was received from a resident who is getting a fine. He requested video, documentation, and proof. He will most likely voice his concerns at the Fining Committee.
- The Collier County Sheriff's Office (CCSO) advised that there were 75 extra patrols, 17 alarm calls, 11 911 hang-ups, 10 medical calls and two crashes.

Ms. Viegas stated the new colors in the report are nice but, when blue print is used on the black background, it is difficult to read. She asked for the print to be changed to white in the future. Mr. Hennessey stated he will do so.

Asked if Mr. Benet hired a new assistant yet, Mr. Hennessey replied no, the search is ongoing. Mr. Parisi stated that Mr. Ledezma provides assistance.

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

Mr. Miller asked if the traffic light permit was submitted to Halvorsen for the next payment. Mr. Cole stated he sent the permit to Mr. Parisi at the last meeting. Mr. Parisi stated he did not see it, but he will forward it to Halvorsen.

Mr. Miller asked, in regard to the signs Mr. Parisi was going to consider, to what extent the Developer has the obligation for the temporary signs in Aviamar and Veneta. Mr. Haak stated Mr. Cole provided the detail on the signs and they will review it.

Mr. Parisi said they sent the contract to the individual they want for the irrigation project and work to be done. Once it is executed, the design work will be done for the CDDs and each individual village. Mr. Miller asked if he looked into the financials. Mr. Parisi stated he did not. In this case, they are not doing the construction, they are doing the design.

Mr. Nuzzo asked when the costs to be distributed to CDDs, HOAs, etc., will be known, once the contract is received. Mr. Parisi stated he has no idea about the timing; he is requesting as built designs for the CDDs and then the older villages then other villages so the expense can be budgeted. Mr. Parisi will look into how The Foundation can help; he will contact banks for loan terms, and a special assessment is possible.

Mr. Parisi responded to questions, displayed a presentation about community access and equipment during the golf course renovation, and noted the following:

- Development continues in Oyster Harbor and in Dorado.
- The golf clubhouse should be near completion in May or early June.
- CDD #2 does not have much golf course related renovation; east end holes will be accessed through the Sandpiper Gate and will follow the road for construction traffic.
- Videos will document the gatehouse and surrounding areas in the event of any damage.
- All golf course work will be completed by August 31, 2024.
- Work at the West end, including Holes 1 through 6 and 18, will begin April 1, 2024 and go until June 15, 2024.
- Some of The Club & Spa parking lot will be used for staging gravel and sand.
- The parking lot in Isla de Sol will be used for access and staging for Hole 2.
- The rest station by Hole 9 will also be a staging area.
- The driving range will likely not be impacted during the renovation. If it is impacted, transportation to the driving range will be provided. Transportation will be provided to Hole 5.

Mr. Pires stated the PowerPoint will be included in the Agreement for Access and Construction discussed earlier.

Mr. Miller asked when Gator Grille 2 work will be done. Mr. Parisi said they are in contact with the designer, Garcia Stromberg, and Mark Minor. They will have to install a bulkhead around the lake and demo the golf cart barn. Demolition work and sitework is being planned for the summer with the intent to expedite demolition, because 60 new parking spaces will be available.

- Trucks will use the Main Gate rather than Sandpiper to get to the staging areas.
- Mulberry Lane will be the access point for Hole 3. Some hedges will be removed.
- Club Center Boulevard will give access to Hole 18. The East Side, including Holes 7 through 17, will use the construction road off Sandpiper Drive, not Marsh Drive. Most staging will be by the maintenance facility and the new Golf Clubhouse. Lake 70 will be extended.
- Overall, work begins on April 1, 2024 and will be complete by August 31, 2024.
- Letters will be sent to advise homeowners of the work.
- Videos and pictures will be sent to Mr. Adams and Mrs. Adams; a walkthrough will be done when the project is complete.

Mrs. Adams stated that the presentation will be emailed to the Board and Staff.

SEVENTH ORDER OF BUSINESS

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

Mr. Cole stated he sent an email to Mark Minor and Mr. Parisi requesting the meeting necessary for his approval of the Agreement for Access and Construction. He will make himself available in the coming days, and he can provide a contingent approval; however, the ERP permit cannot be issued until the paperwork is received.

The Board and Staff discussed the importance of the work scheduled to begin on April 1, 2024 and office closures related to the Good Friday holiday.

Mr. Miller believes that the April 1, 2024 start date will be fine.

The Board Members and Staff were in agreement.

A. Consideration of Juniper Landscaping of Florida, LLC Proposals

Mr. Cole presented the Juniper proposals for additional sod, which is necessary because more area was disturbed than expected.

- **No. 154881.2 Amador Rear Swale Modifications [Lots 1-3]**
- **No. 154960.1 Amador Rear Swale Modifications [Lots 4-7]**

Ms. Viegas stated there is a calculation error in Proposal No. 154960.1; the Board will only approve the correct amount, \$4,180.

On MOTION by Mr. Miller and seconded by Mr. Nuzzo, with all in favor, Juniper Landscaping of Florida, LLC Proposal No. 154881.2 for Amador Rear Swale Modifications for Lots 1 through 3, in the amount of \$300, and Juniper Landscaping of Florida, LLC Proposal No. 154960.1, as amended, for Amador Rear Swale Modifications for Lots 4 through 7, in the amount of \$4,180, were approved.

Mr. Pires stated he has the second amendments for the Amador License Agreements to extend them until April 30, 2024 for Mr. Miller's signature.

B. Consideration of Landshore Restoration Proposal for Lake Erosion Repairs in Museo and Oyster Harbor

Mr. Cole stated, due to the large number of other proposals needed for CDD #1 and CDD #2, he did not obtain the Landshore Restoration proposal. He anticipates presenting it at the next meeting.

EIGHTH ORDER OF BUSINESS**Consideration of Aqua-Matic Irrigation Systems, Inc. Proposal for Gate Valve Replacements at Veneta**

Mr. Cole presented the Aqua-Matic Irrigation Systems, Inc. Proposal for Gate Valve Replacements at Veneta, in the amount of approximately \$34,451, for a variety of gate valve repairs. Mr. Miller stated the contractor assumes electric current will be provided by the owner from an existing outlet. He asked from where the CDD would provide it. Mr. Cole stated that no electric is needed; he noted that this is likely their standard agreement.

Mr. Miller questioned several other boiler plate items in the Proposal/Contract.

Mrs. Adams stated that she will cross out the language that the Board objects to, except for the warranty; the vendor proposal will serve as an Exhibit to the CDD's standard contract.

Ms. Viegas discussed a concern with the pricing given that Aqua-Matic also submitted a proposal to CDD #1 for one of the same items, with a labor expense of \$1,850. She noted for two additional items, the Labor Expense is \$19,500 for CDD #2 which she feels is incredibly high, and that there is no detail behind the number. Mr. Adams stated he noticed the same thing and thought it was very high. Ms. Viegas stated she would like Mr. Cole to have Aqua-Matic review the Labor Expense numbers.

Ms. Viegas asked if this expense is budgeted. Mrs. Adams stated, while the expense has been discussed, it was not budgeted because the costs were unknown.

Mr. Cole stated that \$40,500 was budgeted last year for repairs and maintenance for CDD #2, as some repairs were anticipated. Asked if Aqua-Matic knows how much is budgeted, Mr. Cole did not believe so. It was noted that the CDD budget is a matter of public record.

Mr. Cole stated he will request backup for the proposal. He added that one proposal cannot be compared to the other because some of these valves are much deeper and there are other very site-specific factors. He stated, in the next month or two, he will present budget numbers for the Fiscal Year 2025 budget. The proposals presented here are for emergency repairs, but a few hundred thousand dollars of valve repair and replacement work will be

needed in the next couple of years, primarily in CDD #1 but also in CDD #2, because some of the valves are approaching or are over 20 years old.

Mr. Adams stated that, similar to the strategic pumphouse equipment replacement, budgeting will be done over multiple years for these as well.

NINTH ORDER OF BUSINESS

Discussion: Interlocal Agreements with CDD #1 [Irrigation Distribution Lines]

- **Consideration of Second Amendment to Interlocal Agreement**

This item was presented following the Tenth Order of Business.

TENTH ORDER OF BUSINESS

Consideration of Collier Paving & Concrete, Divisions of Southern Striping Solutions, LLC Proposals

Mr. Cole stated, as requested at the last meeting, he obtained further clarification and updated proposals, with amounts that he fully checked and all unit price numbers, for a variety of asphalt paving and concrete repairs. He added that the language Ms. Viegas requested be removed from the proposals had not been removed yet.

A. Estimate #23-713 Milling and Resurfacing [Chiasso Court]

Mr. Miller noted that Mr. Tomazin inspected Chiasso Court and asked him if he has any comment regarding the necessity of the proposed work. Mr. Tomazin voiced his opinion that the vast majority of the issue is in the cul-de-sac and stated he questions whether the entire street needs to be done, or just the cul-de-sac and the area where an issue was reported.

Mr. Cole stated, based on his recollection after inspecting the area several months ago, he thinks most of the street needs to be done due to delamination of the pavement along most of the street. The cul-de-sac is the worst part but, if part of the pavement is done and part is not, the question becomes where to stop. In his opinion, if it is not done now there will be complaints; he does not remember the exact location of the resident that complained last year, but there are problems on most of the street.

Mr. Miller asked if a standard one-year warranty is offered. Mr. Cole replied affirmatively. It will be included in the contract; Mrs. Adams has the typical contract language.

Mr. Miller thinks there was an issue with a water valve box. Ms. Viegas stated that is included in Proposal C. She asked to continue discussing Proposal A.

Ms. Viegas asked why the last proposal for this area was only \$35,902.40 for 1,400 square yards and this proposal increased by \$13,065 for 2,050 square yards, bringing it to the current bid of \$48,967.40. Mr. Cole stated the quantity of square yards was incorrect on the previous proposal. Ms. Viegas expressed surprise that the proposal increased by that much and recalled that these proposals went out to bid, and several proposals were received. Mr. Cole recalled that the other proposals came in at approximately 2,000 square yards.

Ms. Viegas asked if Collier Paving is still the lowest bidder, even with an increase of approximately \$13,000. Mr. Cole replied affirmatively.

Ms. Viegas stated the bid was accepted based on what was presented and the fact that they had an incorrect number that equates to such a large increase does not sit well with her; she thinks the Board should keep that in mind.

Mr. Miller asked how many contractors were asked to submit proposals. Mr. Cole stated that three proposals were obtained. Mrs. Adams stated Staff was lucky to receive three proposals, as contractors are very busy.

Mr. Tomazin stated he raised the question last month when he noted multiple inconsistencies on the three proposals, in terms of the volume of work to be done. He stated it sounds like Mr. Cole reconciled those and concluded that the other bidders had the correct volume of work, but Collier Paving did not.

Ms. Viegas asked if that is what happened, or if Collier Paving suddenly resubmitted a new proposal with an increased amount. Mr. Cole stated that he went back to Collier Paving to confirm and correct the proposals that they reviewed last month.

B. Estimate #24-172 Milling, Paving and Striping [Vadala Bend]

Mr. Cole stated this is a new proposal based on requests at Vadala Bend for road repair. He has not seen this problem in the past; the proposal for roadway resurfacing totals \$32,206.23.

Regarding the Board's surprise at the proposed cost, Mr. Cole stated that, in all of Fiddler's Creek, he has not noted this problem with the paving delaminating. The roads are approximately 12 years old and milling and repaving is necessary.

Ms. Viegas asked why the depth of the asphalt is 1.00" on this proposal versus .75" in Chiasso's proposal, which makes the costs higher. Mr. Cole stated he will find out.

C. Proposal for Sidewalk Repairs and Grinds [Sandpiper]

Ms. Viegas noted that the water valve box was added back at no charge, after she had noted that it was missing in the last proposal. She asked Mr. Cole if he reviewed the second location in the back of Menaggio that was noted by Mr. Tomazin at the last meeting. Mr. Cole stated he reviewed the area, and it does not need to be done.

Mr. Tomazin stated when he originally raised this issue it was because he wanted to determine if it really needs to be repaired. He would like to quickly revisit if there are other options and determine if the CDD is obligated to address other safety issues if it repairs one safety issue. He asked about other options, whether the project can be deferred, and, if so, what is the consequence.

Mr. Cole stated they can look into doing spot repairs, but the issue is that it could look like patchwork, and it would be quite noticeable. He noted that the road is 20' or 24' wide, but delamination might only affect a small area a few feet wide; these spots will get worse with time. Asked why this is occurring, Mr. Cole stated it could be that it was colder when the asphalt was installed; the work was done ten to 12 years ago; he does not remember who did the asphalt work.

Mr. Tomazin thought he recalled Mr. Cole mentioning a maintenance schedule for all roads. He asked if these areas are approaching the end of life. Mr. Miller believes these roads are different than the normal life expectancy because of the way they were installed 12 years ago. Mr. Cole replied affirmatively, at least for these two cul-de-sacs. Normally, 20 years at a minimum is expected and, at this point, the roads are 12 years old. He will look at creating a schedule based on when the roads were constructed; he did this for CDD #1 because its roads are older.

Mr. Miller stated that would be helpful.

Mr. Klug stated there are patches in his cul-de-sac, in Corfu Court; he received no complaints, and he does not think the aesthetics of patches would be a problem. He asked for the cost difference if repairs are patchwork. Mr. Cole stated part of the problem is that a 3' x 3' pothole is very finite; the delamination of pavement is occurring across the width and length of

the pavement, and it is feathering down to ¼" of the road in some places and ¾" in other places, but it will continue to unravel.

Asked to describe the issue on Corfu Court, Mr. Klug stated Waste Management put a big patch on the area, and the residents have lived with it for years. He understands Mr. Cole's answer, from a technical standpoint, and expressed support for the solution Mr. Cole proposes as opposed to a cheaper alternative. He does not believe patches in the street to be something that would be alarming to residents, although some might complain.

Ms. Viegas asked about the "Mobilization/General Conditions" fee on each proposal. The fees total \$7,000. It was noted that "General Conditions" is a vague term.

Since Collier Paving was awarded all four proposals, Ms. Viegas asked Mr. Cole to ask the contractor to reduce the Mobilization/General Conditions amounts since they only need to mobilize once.

D. Proposal for Valley Gutter and Sidewalk Repairs [Veneta - Museo Circle]

On MOTION by Ms. Viegas and seconded by Mr. Nuzzo, with all in favor, the proposals, subject to the price excluding concrete repairs and replacement language being removed, and that Collier Paving reconsider the Mobilization/General Conditions costs, were approved.

▪ **Discussion: Interlocal Agreements with CDD #1 [Irrigation Distribution Lines]**

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

• **Consideration of Second Amendment to Interlocal Agreement**

Mr. Pires stated he had not yet made all of Ms. Viegas' edits that were submitted. He stated CDD #1 tabled this item to the next Board meeting due to the need to update the boundary maps and the Access and Construction Agreement. He noted that additional information will be provided to Mr. Cole so that the irrigation maps can be updated.

Mr. Miller wants to make it clear when dealing with amendments to the Interlocal Agreement that CDD #2 is not waiving any rights under the Interlocal Agreement on which CDD #2 is suing CDD #1. Mr. Pires stated he will indicate that all amendments relate solely to the Second Amendment to the Interlocal Agreement.

On MOTION by Mr. Klug and seconded by Ms. Viegas, with all in favor, tabling this item, was approved.

ELEVENTH ORDER OF BUSINESS

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

Mrs. Adams stated discussion occurred earlier regarding this item which is Developer related. Going forward, this item will be included in the Developer's Report/Update section.

TWELFTH ORDER OF BUSINESS

Discussion/ Consideration of Landscape Contract Agreement

Mrs. Adams stated this item is not for consideration, as the contract portion of the bid package was sent to the Board for comments and edits several weeks ago. The Landscape Contract is subject to a sealed bidding process. Mr. Pires spent hours making sure that everything was up to date when going out to bid. Ms. Viegas previously submitted her edits and comments.

The following changes were made to the Landscape Contract Agreement:

Article VI. INDEMNIFICATION: Delete "negligent"

Article VII. MISCELLANEOUS, third line of 8.4: Change "fees" to "fees, charges and expenses"

Mr. Tomazin stated his opinion that the Scope of Work section is vague and should have more detail. Mrs. Adams explained that this is one part of the bid package and there is a very detailed Scope of Work included in the package. Ms. Viegas added that Mrs. Adams sent her the entire package, and it is very comprehensive. This section refers to that detail, so it is covered.

Mr. Tomazin suggested adding "Supervisors" to Article VI. INDEMNIFICATION

Mr. Pires stated it will be added.

Mr. Adams asked Mrs. Adams to forward the entire bid package to Mr. Tomazin since he is not familiar with it or the previous bids.

THIRTEENTH ORDER OF BUSINESS

Update: Pesky Varmints, LLC Newsletter for Cane Toad Control

This item is no longer necessary.

FOURTEENTH ORDER OF BUSINESS

Continued Discussion/Consideration of Agreement for Access and Construction [Basins I, OH, A1, B1, C, H2, H3]

This item was presented following the Second Order of Business.

FIFTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of February 29, 2024

Ms. Viegas asked for the status of the removal of the “Due from Fiddler’s Creek CDD #1” line item. Mrs. Adams stated it will be addressed by the end of the month.

Mr. Miller voiced his opinion that the “Due from Fiddler’s Creek CDD #1” line item should refer to the claim in litigation so that it does not look as though that is all that is due. Mr. Adams noted that such information is not displayed on the balance sheet.

Mr. Adams stated that more cash will be moved to the Synovus Bank Money Market Account. The rate is currently 4.75%; approximately \$6,500 in earnings is reflected in the current month. Another \$1.5 million will be moved into the account.

Ms. Viegas asked about the audit. Mr. Adams stated it is underway; he expects it to be presented in April or May.

Mr. Tomazin asked if the roadway resurfacing work discussed earlier will fall under “Roadway capital outlay” and what the \$40,000 budgeted in that line item covers. Mrs. Adams stated the \$40,000 is for the traffic signal but there is \$100,000 budgeted for the Roadway Maintenance line item so the overall category will be able to absorb some of it even though it is a capital item.

The financials were accepted.

SIXTEENTH ORDER OF BUSINESS

Approval of February 28, 2024 Regular Meeting Minutes

Mrs. Adams presented the February 28, 2024 Regular Meeting Minutes.

The following changes were made:

Lines 427 and 428: Change "Schmidt" to "Schmitt"

Line 412: Insert "inconsistent with the terms of the contract" after "payments"

Regarding Line 507, Mr. Miller asked if Mr. Pires followed up with Menaggio. Mr. Pires replied affirmatively; he sent an email.

Regarding Line 514, Mr. Miller asked if Mr. Pires sent the letters related to community pools. Mr. Pires stated he handed out a draft of the letter at the beginning of the meeting for Board input before he sent the letters. He read portions of the letter and stated that Mr. Haak still needs to send him the names of the contacts at each of the Property Management companies. It was noted that two villages do not have property management companies so Mr. Pires will send those letters to the HOA.

On MOTION by Mr. Klug and seconded by Mr. Nuzzo, with all in favor, the February 28, 2024 Regular Meeting Minutes, as amended, were approved.

SEVENTEENTH ORDER OF BUSINESS

Action/ Agenda or Completed Items

This item was presented following the Eighteenth Order of Business.

EIGHTEENTH ORDER OF BUSINESS

Staff Reports

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

Mr. Pires stated the demand letter to SOLitude was sent. SOLitude has until April 15, 2024 to respond. Mr. Miller asked if it can be addressed in small claims court. Mr. Pires stated small claims go up to \$8,000. The CDD is demanding \$9,300 from SOLitude. The Board can review it after a response from SOLitude is received.

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

- **NEXT MEETING DATE: April 24, 2024 at 10:00 AM**
 - **QUORUM CHECK**

All Supervisors confirmed their attendance at the April 24, 2024 meeting.

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

The Operations Report was included for informational purposes.

Mrs. Adams reported and discussed the following:

- The pre-bid meeting for the Landscaping contract was moved from April 1, 2024 to April 5, 2024.

Ms. Viegas stated the irrigation item can be deleted as the CDD is back to a regular schedule.

Ms. Viegas stated the note under Auditor can be deleted since the item was added.

Ms. Viegas asked if the pillar at Oyster Harbor needs to be repaired or is it the light. She asked if anyone other than Lykins-Signtek would do the work. Mrs. Adams stated that Bentley will not work on pillars, so Lykins is doing the work.

- **Action/ Agenda or Completed Items**

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

The following items were completed: 6, 7, 9, 10, 13, 16, 17, and 18.

Item 2: Delete

Item 3: A proposal for lake repair will be presented at the next meeting.

Item 8: Delete

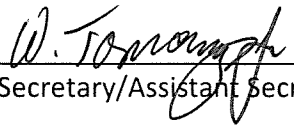
Item 9: Following a brief discussion, Mr. Adams noted that, if the traffic signal was included in the Engineer's Report, it was appropriate for bond funds to be so utilized.


NINETEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Miller and seconded by Ms. Viegas, with all in favor, the meeting adjourned at 12:10 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair