

**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 25, 2026 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present:

Elliot Miller	Chair
Linda Viegas	Vice Chair
William Tomazin Jr. (via phone)	Assistant Secretary
Scott Spitzer	Assistant Secretary
John Nuzzo	Assistant Secretary

Also present:

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
John Baker III	District Engineer
Ryan Hennessey	Fiddler’s Creek Director of Community Services
Jeff DeFranco	Fiddler’s Creek General Manager
Jody Benet	Fiddler’s Creek Irrigation Manager
Mike Barrow	GulfScapes Landscape Management (GulfScapes)
Andy Nott	Superior Waterway Services, Inc.
Robert Engler	Crystal Waterscapes

Residents present:

Bob Lynch Sue Leone Frances Culver Rebecca Ericson Shannon Benedetti

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

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

Resident Rebecca Ericson distributed a map of an area between Carmini Court and Mussorie Court on Campanile Circle, where she wants a bench to be installed. Ms. Viegas stated she visited the location to see if it complies with the CDD’s Pedestrian Bench Placement

Standards. She presented photos and stated the request does not meet the standard which states benches must be in a park or near a water feature, such as a fountain, or in a designated park area. The photos show the proposed location is not in any of those areas.

Ms. Ericson stated her husband currently uses a cane to walk due to recent surgery. They would like a bench installed between their home and the fountain so they can rest when walking to the fountain. The benches by the fountain are not easy for them to use as they must cross the street and going up and down the curbs and across grass is difficult. Mr. Miller stated he understands their situation, but the CDD has established criteria. While the Board is sympathetic, he does not think it is appropriate to add a bench to accommodate one family. Ms. Ericson noted there are only one or two benches between her home and the entrance on Collier. She opined that the community is not only for the physically fit and it would be nicer with more benches.

Ms. Viegas asked if Ms. Ericson received the Bench Standards from Mrs. Adams. Ms. Ericson replied affirmatively and stated she does not understand why there are not more benches. She thinks the CDD is not accommodating people with mobility issues.

Ms. Viegas stated the criteria and standards were created in response to requests for benches in areas where people walk. She reiterated that, because there is no park or water feature nearby, the area does not meet the criteria for where a bench can be installed.

Mr. Miller agreed and added that it is not personal; the Board must adhere to the community standards. Ms. Ericson stated she understands but does not understand why a community as large as Fiddler's does not have a bench every three quarters of a mile or every mile. Mr. Miller stated that the Board felt that amount would be unnecessary and not utilized.

Ms. Viegas added that benches are not a safety matter like streetlights, which need to be placed with a specific number of feet between them.

Resident Bob Lynch distributed his report about the Veneta fountain, which was basically the same as last month; however, the upper lights were fixed. At the last meeting, he was asked how many people wanted the pump replaced and the fountain returned to its original glory. He provided a list of 40 people that contacted him with such comments. Ms. Viegas noted that, last month, he stated there were 12 people who wanted the lights on longer.

Mr. Lynch noted that the Aviamar fountain work greatly increased its output. In his opinion, the Veneta fountain is diminished by not replacing the 20-horsepower pump.

Ms. Viegas suggested moving up the agenda item regarding the Amaranda Limited Easement and Right of Way Use Agreement. The Board agreed.

- **Discussion: Limited Easement and Right of Way Use Agreement, Amaranda Village Association, Inc.**

This item, previously part of Item 16A, was presented out of order.

Amaranda Resident Frances Culver recalled that a section of the irrigation in Amaranda was improperly installed by the builder many years ago. When Pulte was notified of the gap, they installed a new pipe on CDD property. Residents would like to settle the matter of the easement so that it is fair for the CDD and Amaranda residents. Amaranda's attorney has been addressing the wording of the Agreement with Mr. Pires. Residents are in attendance to answer questions about the draft Agreement.

Mr. Pires stated he and Amaranda Village attorney Mark Adamczyk spoke about the Agreement. He discussed Mr. Adamczyk's requested changes to the Agreement, which were emailed to the Board, and stated that, in his view, the basic premise is that this is CDD property. A party engaged in activities without the CDD's approval or knowledge when they tapped into the CDD's irrigation facilities. Pulte was at fault and the HOA inherited the problem. This is a typical Easement Use Agreement when the entity that owns the property and grants the encroachment retains full control because, if something happens, the CDD needs access.

Mr. Miller believes the Board accepts the language Mr. Pires proposed and he thought homeowners would agree too. Mr. Pires stated he reviewed the proposed language. He recommends the Board adopt the standard language in his Agreement, which is the same that Collier County uses in its encroachment and easement use agreements. In those, the entity retains the right to require removal at its discretion at any time. Mr. Miller thinks the language is not unreasonable and stated the CDD will be fair and reasonable in asserting its rights under the Agreement; and not impose obligations if it is not necessary or appropriate.

Ms. Culver believes that is correct; when this conversation began months ago, it was noted that the HOA inherited the problem. They cannot ask Pulte to relocate the line to where it should have been because homes are built on top of that location. At this point, the issue is that the line cannot be moved; the goal is for the Agreement to be fair for both sides.

Mr. Miller agreed. He believes it is fair, the proposed language is standard for this type of agreement, it will not work to the HOA's detriment, and the CDD is being equitable.

Mr. Spitzer thinks the additional language proposed by the HOA could lead to potential claims, disputes, costs, and expenses. He supports using the standard County language.

Ms. Culver asked the Board to consider the additional language that Mr. Adamczyk sent yesterday. Mr. Miller asked Mr. Pires to review the language and present a final clean version of the Agreement for the Board to review. Mr. Miller noted that Mr. Pires might decide not to change anything. Mr. Pires stated Ms. Viegas submitted corrections that are not reflected in the most recent version; he will provide a new clean copy.

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

THIRD ORDER OF BUSINESS

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

Mr. Nott apologized that no written report was provided. He inspected the property this morning and saw no major concerns. Littoral shelves are being treated. Areas where silt had formed were sprayed and cleaned. The water shortage makes it difficult to utilize boats in the lakes. Not much can be done about the water shortage and frost which caused some damage.

Mr. Miller noted the extremely low lake levels and asked if an excessive amount of rain is needed. Mr. Nott stated a lot of rain will be needed to bring the lakes back to normal levels. Mr. Nott stated nothing else is needed at this time; technicians will monitor the conditions and treat exposed areas and submersed weeds. Given the amount of exposed banks, any water will create weeds and grass.

Mr. Tomazin asked Mr. Nott what can be done to treat frost damage. Mr. Nott stated most frost damage was temporary; frost damages the top of the plants and littorals root systems are intact, so most plants are expected to recover. He is more concerned about the water levels. Mr. Miller stated purchasing water from the County will be considered.

FOURTH ORDER OF BUSINESS

**Update/Fountains: Crystal WaterScapes
(Robert Engler)**

- **Consideration of Proposal for Aviamar Fountain Options**
- **Aviamar Fountain Specs**

Mr. Engler presented his report and proposal and responded to questions. He discussed a broken pipe at the Aviamar fountain. Once repaired, a significant amount of water bubbled up in the ground. The affected pump was located and turned off and while a major leak was discovered, the exact area of the break was not located. It could be under the street.

Mr. Miller expressed concern about the estimated \$120,000 repair cost for one of the four options and asked about the impact of doing nothing. Mr. Engler stated the fountain is running without that line connected and the fountain looks great without that pump running. He suggested placing a box over the pump to protect it from weather, which was the fourth option and would cost \$1,200.

Mr. Miller asked if that impacts the appearance of the fountain. Mr. Engler replied affirmatively, as 50 fewer jets would be active.

Ms. Viegas noted that many of the options are not definitive and could involve higher costs depending on what is found, and it could require extensive disruption and road work. In her opinion, since the last repair, the fountain's jets are much fuller and much higher, and residents are very happy that it looks similar to when it was at full height. She thinks most residents prefer not to incur the additional expense. She referred to a note in the proposal about waiting for other lines to bust and asked if there is a concern that other lines might bust.

Discussion ensued about the proposal and fountain age, condition, and construction.

Mr. Engler stated concrete was poured on top of the pipes, which are 9' to 10' below the ground. It was noted that additional work is a major and very extensive undertaking.

On MOTION by Mr. Nuzzo and seconded by Ms. Viegas, with all in favor, Crystal Waterscapes Invoice CDD2 #260313 for Aviamar Fountain Option 4, "Leave pump 5 off", in a not-to-exceed amount of \$1,200, was approved.

Ms. Viegas stated the Aviamar fountain water sensor does not seem to be working. Mr. Engler stated the anemometer is not working. He is obtaining a new one for around \$800.

Mr. Spitzer asked about the approved Oyster Harbor pump work. Mr. Engler stated one pump is on order; the other pumps are working. The fountain looks good, with the center jet restored to its former height. They took all the center jets off and found all the metal was gone; inserts were installed to increase water height. The jets now have an aerated look because they are not pushing as much water, due to the age of the fountain. Mrs. Adams stated the fountain was turned over to the CDD in 2016 but it is older than that, and it runs seven days per week.

Ms. Viegas asked about the original specs for the Aviamar fountain. Mr. Engler stated he sent them to Mrs. Adams.

Mr. Engler stated he can get the pump for the Veneta fountain that Mr. Lynch discussed earlier, but it would require draining the fountain to install it. The Board agreed that it does not make sense to drain it again. It looks fine.

FIFTH ORDER OF BUSINESS**Health, Safety and Environment Report
(Ryan Hennessey)**

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 finished trimming the palms and hardwoods around Museo, Campanile, and Veneta Way, and finished the fruited and date palms at the Sandpiper Drive entrance. Fruited palms near the Aviamar roundabout near Dorado and along Oyster Harbor Boulevard, including the entrance, were completed. Juniper is trimming the cul-de-sacs around Aviamar and Oyster Harbor.

A. Irrigation and Pressure Washing Efforts

- Precipitation Data: February 2026 average rainfall was .2", compared to .73" in February 2025. The drought continues.
- Lake 88 water level is 1' this week, which is the warning level; .5' is the emergency level.
- Irrigation Projected Usage: The villages had no rain holds, and the common areas had one rain hold. Mr. Benet is dialing down the amount of irrigation to 50% to 60% by reducing the number of minutes it runs each scheduled day.
- Pump Station Usage: Total February 2026 water usage was 50,574,070 gallons; February 2025 usage was 53,581,414 gallons.
- Irrigation Report: There were three minor communication failures this month. Two resulted in charges to CDD #2. Replacement of a modem was \$288.60, and replacement of a radio power supply and adapter cable was \$482.33.

Mr. Miller asked what can be done about the significantly lower rainfall compared to previous years. Mr. Hennessey stated Mr. Benet continues to reduce the run time.

Mr. Spitzer stated he saw a report that the County recently imposed additional watering restrictions. Mr. Hennessey and Mr. Benet have not seen or been made aware of any additional

restrictions. Ms. Viegas noted other Counties imposed more restrictions, but the news has not reported any for Collier County.

Mr. Benet stated everything possible is being done to conserve water. Mr. Miller asked if the CDD is watering too much. Mr. Benet stated the CDD is not wasting water; in his opinion, the property needs watering three times per week at 65%. At the CDD #1 meeting, reducing watering from three days a week to two was suggested but he thinks the consequences, such as losing turf in smaller isolated areas, would be very costly and cost more than paying for water.

Mr. Barrow stated the Moisture Manager is doing what it can, but there will still be some turf damage and loss; it will be less than without Moisture Manager.

Mr. Miller asked what would happen if watering is reduced to two days per week. Mr. Barrow stated the CDD would lose more areas of turf and possibly plantings. The CDD can only control 55% of the irrigation systems but not the other 45%. While most of the 45% is in CDD #1, Oyster Harbor homes are part of the 45%.

Mr. Barrow recommended not reducing watering to two days per week yet, and noted that, if no rain is received, it could be mandatory in three to four weeks.

Mr. Benet stated the CDD still has 6" before reaching emergency status; 3" was lost this month. The CDD is at 50% to 60% run time now but will have to go back up to 60% to 70% or 70% to 80% as it gets warmer. Rainy season starts the first of June.

Mr. Spitzer asked if, in the worst-case scenario, the CDD can purchase water from the County. Mr. Baker stated a report was requested from Apex/Water Science Associates. Fresh water costs more to purchase. The contract with Apex was recently executed, but he does not think it will impact this season.

Mr. Benet stated the CDD's water permit allows the use of nearly 2 billion gallons annually; usage is currently nearly 700 million gallons annually. If the CDD is running out of water while using less than half of its allowed amount, the CDD needs to increase its resources capacity to have more water to draw from or find supplemental sources for its reservoirs. The Apex/Water Science Associates Report will tell what needs to be done. Mr. Baker will find out when an update will be provided.

➤ Pressure Washing: Crews finished Club Center Boulevard, Cherry Oaks Trail/Cranberry Crossing, Mahogany Bend, and Sandpiper Drive. Crews are working on Championship Drive then Marsh Cove. The map was updated.

B. Security and Safety Update

Mr. Hennessey reported the following:

➤ Gate Access Control: Both phone numbers are operational. Community Patrol's phone number is 239-231-9878, which should be called for assistance with security matters. In an emergency, 911 should be called first, followed by Community Patrol. The automated gatehouse number 239-529-4139 should be called to add vendors or visitors to the list. Information can also be emailed to safety@fiddlerscreek.com.

➤ Occupancy Report: Weekly occupancy went from 2,260 in January to 2,348 in February.

Mr. Miller asked what percentage of residents remain year-round. Mr. Hennessey estimated 45% to 50%.

➤ Gatehouses and Patrols: Sandpiper, Championship, and the Main gatehouses are operational 24/7. There are two patrols per shift: generally, one in CDD #1 and one in CDD #2.

➤ Gatehouse activity increased approximately 9,000, going from 100,363 in January to 109,065 in February.

➤ Incidents: Medical calls went down slightly, Open Garage Doors went up slightly, Parking Violations increased and Resident Complaints decreased. Habitual offenders are sent to the fining committee; compliance is generally 85%.

Mr. Spitzer noted that Open Garage Doors increased fivefold, year over year, and asked about emailing a reminder. Mr. Hennessey stated an email can be sent. Mr. Nuzzo does not believe an email would help. Ms. Viegas noted that Mr. Spitzer is looking at a February 2025 comparison to February 2026. The aggregate totals of the prior 12 months to the last 12 months show it actually decreased from 514 to 479. She believes no notice is needed. 12 months to 12 months is a better comparison than one month in 2025 to one month in 2026.

➤ Speed Detection and Enforcement: The portable speed detection device was in use in problem areas. 16 Traffic Hawk violations occurred in February. First-time offenders accounted for 13 violations; written warnings were issued. Three repeat offenders were referred to the Fining Committee.

➤ Per the Collier County Sheriff's Office (CCSO), in February there were 54 extra patrols, 23 medical calls, 11 accidental calls to 911 (hang-ups), 9 traffic stops, and 10 alarm calls.

Mr. Miller asked if Mr. Hennessey attends the Fining Committee. Mr. Hennessey stated he does not attend unless requested. He understands that fines are usually upheld. Mr. Nuzzo stated he is on the Fining Committee; \$100 fines are assessed, and the fines do get paid.

Mr. Hennessey stated he often gets calls or emails from residents asking why his staff gives residents a hard time about \$100,000 pickup trucks, or why residents receive a notice about their open garage door. His report in the agenda book included photos of an alligator in an open condo garage on Cherry Oaks Trail. Mr. Miller asked how much alligator removal costs. Mr. Hennessey stated the CDD has a contract for alligator removal at no cost. Mrs. Adams stated that no charge is assessed by anyone to remove a gator.

SIXTH ORDER OF BUSINESS**Continued Discussion: Irrigation Action Items (for informational purposes)**

The report was included for informational purposes.

Ms. Viegas stated she has an issue with the report this month because the report always had five items, but three new items appeared. They are Items 6, 7 and 8, dated 3/19/2025, 7/15/2025 and 9/9/2025. New Item #6 reads "Without a isolation cutoff, if this leaking dogleg fails, it will have catastrophic affects on all of CDD1 and most of CDD2's irrigation. Only Sandpiper Dr will continue to have water until repairs are made."

Mr. Benet stated that item is on Page 2 of the report he sends every month.

Discussion ensued regarding why Page 2 of the report is just now appearing, which items were completed, whether contracts were executed, and the current status of the items.

Regarding Item #6, Mr. Benet stated the vendor chiseled out the wall, but could not complete the repair because ports on the dogleg were not factored in. Mr. Baker will confirm the status. Mrs. Adams will find out if Page 2 was sent each month but omitted from the agenda.

Discussion ensued regarding Item #6 and the verbiage on Item #6 which reads "Only Sandpiper Dr will continue to have water until repairs are made."

Mr. Baker will ask the contractor if the work was completed and why not if it was not. He will report his findings next month.

Mr. Benet noted that the verbiage on Item #6, which reads "Only Sandpiper Dr will continue to have water until repairs are made." is misleading; the report will be edited to clarify that the issue is not happening right now. Ms. Viegas asked for the other two new items from 7/15/2025 and 9/9/2025 to be checked.

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

Mr. DeFranco stated Mr. Parisi is working on both the Pressure Washing Agreement and the Irrigation Maintenance Agreement; he will get them to the Board as quickly as he can.

- **Continued Discussion/Consideration of Renewal of Irrigation Maintenance Agreement**

Mr. Miller stated that Mr. Parisi was supposed to schedule another meeting with himself, Joe Schmitt from CDD #1, and Mr. Parisi. Mr. DeFranco will remind Mr. Parisi.

Mr. Spitzer stated he just read the original Agreement and expressed concern with Section 12D, the right to terminate. He recommends deleting some of the words regarding termination if necessary. Mr. Miller stated he understands the point, but he thinks the language is fine; he is not concerned about the right to terminate.

Ms. Viegas suggested waiting until the new Agreement is provided since the Board cannot go back and change the three-year-old agreement that ended due to the term expiring.

Mr. Pires stated the CDD cannot pay the charges even though the service continues since the Agreement is terminated, as Ms. Viegas noted.

Mr. Adams stated the CDD does not want to continue with this Agreement, which ended in December 2025. A new agreement is needed for budgeting purposes since the draft Fiscal Year 2027 budget will be started soon. In the CDD #1 meeting, a change order or contract amendment was discussed to go from January 1 to July 1, 2026, at a revised rate of \$82,500. Mr. Miller stated, during the first meeting with Joe Schmitt and Mr. Parisi, they agreed that was an appropriate amount.

Mr. Miller stated he thinks the rate is appropriate. Ms. Viegas asked Mr. Miller to enlighten the Board why he thinks a 38% increase is appropriate since the Board agreed the service should be put out to bid. Mr. Miller voiced his opinion that it was the best the CDDs could do; the total cost of \$165,000 will be split with CDD #1.

On MOTION by Mr. Miller and seconded by Mr. Nuzzo, with all in favor, Renewal of the Irrigation Maintenance Agreement, in the amount of \$82,500, was approved.

EIGHTH ORDER OF BUSINESS

Continued Discussion: Hines Inc. Irrigation Project

Mr. Benet stated several more project meetings were held. Mr. DeFranco stated the project is moving along. Mr. Benet stated Group1A, which includes the eight oldest villages in

CDD #1, is being addressed first. The Hines engineer is doing individual assessments of each village. After that is completed, Fiddler's Creek Parkway common areas will be done.

Mr. DeFranco stated calls were received from the villages after the Hines presentation at the last CDD meeting. The presentation was then shown at the Village Council meeting.

Discussion ensued about the schedule for areas being done. It was confirmed that the CDD #2 villages and common areas will commence after CDD #1.

NINTH ORDER OF BUSINESS

Engineer’s Report/Update: Bowman Company

Mr. Baker reported the following:

➤ During the CDD #1 meeting, he agreed to schedule a meeting with Mr. Schmitt, Mr. Parisi and Mr. Miller to discuss water use and to consider use of the County water supply.

• **Drainage Inspection Report**

This item was addressed later during the Engineer’s Report/Update.

• **Consideration of Shared Proposal No. 1 for Pumphouse #1 Replacement and Irrigation Survey Services**

This item was addressed later during the Engineer’s Report/Update.

• **Final Cost Summary Status for the Traffic Signal**

Mr. Cole did a final inspection walk and created a punch list for American Infrastructure Services, Inc. (AIS). He is hopeful the list will be completed by July 2026, but he thinks it will take several more months for AIS to address the punch list items, and then it must be inspected by the County and the Department of Transportation (DOT).

It was noted that the Change Orders were discussed and approved at the last meeting.

Ms. Viegas asked for confirmation that the County and DOT inspections cannot occur until the punch list items are completed. Mr. Baker replied affirmatively.

➤ Regarding the Lykins-SignTek sign replacements, Mr. Baker approved the sign specs, so a schedule of work can be developed.

➤ Regarding the Pumphouse 1 Bid Documents, architectural plans were received from DC Architects and structural plans are pending. He reviewed the plans and submitted questions. Roof hatch work is ongoing.

▪ **Consideration of Shared Proposal No. 1 for Pumphouse #1 Replacement and Irrigation Survey Services**

This item was an addition to the agenda.

Mr. Baker distributed an additional proposal. In January, the Board approved one proposal totaling \$51,250 for three tasks. After the meeting, the proposal was split into two separate proposals. One task was for CDD #2 only. The other two tasks were for CDDs #1 and #2. The split was requested by District Management to help avoid billing errors in the future. It was presented and approved at CDD #1's meeting. When it is time to execute the Agreement, it will be done correctly. Nothing needs to be done with the proposal in the agenda.

Mr. Miller asked who determines the quality control of Bowman's work. Mr. Baker stated that is typically up to the client. There is also a quality control entity in Bowman that determines the quality of work. Complaints about Bowman itself would generally be addressed by regional or divisional managers.

Mr. Miller asked about the anticipated financial impact of the exclusions in the proposal. Mr. Baker stated there would be no impact for this project; those are boilerplate additions to the standard agreement that must be utilized to create tasks to bill the CDD in separate invoices across three different project numbers. Ms. Viegas stated she asked the same question and also asked about the Client responsibilities, which are not applicable. Mr. Baker stated the remaining 20 pages are the existing contract executed with Hole Montes. He noted that Mr. Pires reviewed the Agreement in its entirety twice.

Mr. Pires stated he is amazed at the length and the small font size of the Bowman documents. Mr. Miller asked if it annoys Mr. Pires, as a lawyer, for the CDD to sign an agreement containing provisions that are not applicable. Mr. Pires replied affirmatively. Mr. Miller stated he would like this noted for the record.

Mr. Baker stated he finds it annoying too; however, it is the framework within which he must work. He stated nothing must be approved today; the Agreement is included for informational purposes, and Ms. Viegas's changes will be incorporated.

Mr. Spitzer asked what the estimated costs of the tasks are based on. Mr. Baker stated Mr. Cole produced the estimates when he supplied numbers for the budget this year. Ms. Viegas noted that there are no additional costs for the CDD in the proposals; it is simply an allocation of funds already budgeted to the tasks in the proposal.

Mr. Spitzer asked if the analysis includes tasks and the number of hours and people who will provide the services. He asked for a breakout of the \$20,000 as to who will do what and

their billing rates. Mr. Baker stated Mr. Cole has a spreadsheet for the project. Mr. Baker was asked to provide the allocation at the next meeting, as requested.

▪ **Drainage Inspection Report**

Mr. Baker stated the Board approved a not-to-exceed amount of \$5,000 at the last meeting for MRI to clean out the two inlets at Campanile and Mussorie and inspect a line from 2822 to 2826 Aviamar Circle. The contract was executed, but they have not started the work and no schedule was provided. An update will be provided to Mrs. Adams.

➤ A contract was issued for the work at the Museo wall. Mr. Baker is waiting for Coastal to sign the contract. He will coordinate the work with Mr. Barrow.

TENTH ORDER OF BUSINESS

Consideration of Timo Brothers, Inc. Proposal for Veneta Pedestrian Pavers

Mr. Baker presented the \$2,805 Timo Brothers, Inc. proposal for Veneta Pedestrian Pavers.

Mr. Miller questioned the exclusions, including irrigation and Interlocking Concrete Pavement Institute tolerances and guidelines. Mr. Baker stated that he will ask the contractor.

Mrs. Adams stated the proposal will serve only as an Exhibit to the CDD’s form of agreement.

Ms. Viegas asked Mr. Baker if he was aware the Board agreed that for all paver projects competitive proposals would be requested from Gulfstream Pavers, as the Callista Board had multiple proposals from them that were less than Timo Brothers.

The consensus was for Mr. Baker to request a proposal from Gulfstream Pavers and to approve a not-to-exceed amount for the proposal.

On MOTION by Mr. Miller and seconded by Mr. Spitzer, with all in favor, authorizing Staff to proceed with the Veneta Pedestrian Paver Repairs, in a not-to-exceed amount of \$2,805, subject to requesting a competitive proposal from Gulfstream Pavers and proceeding with the best option, was approved.

ELEVENTH ORDER OF BUSINESS

Discussion:/Consideration of Doria's Landscaping, Inc. Invoice #17921 for Irrigation Repairs from Amaranda Village Due to Damages by Bonness

Mrs. Adams stated the village is requesting reimbursement of \$492.98 for repair of irrigation damage done by Bonness, who was doing sidewalk repairs for CDD #2. Mr. Miller believes the CDD has no binding obligation to reimburse the village. Mrs. Adams noted that, even though the CDD's contractor caused the damage, the HOA did not first inform the CDD about the damage or ask the CDD to fix the damage. Mr. Pires stated the Bonness contract includes an indemnification that states the CDD is held harmless from any third party for damage.

Ms. Culver stated the agenda says this is an Amaranda Village repair and request for reimbursement, but the invoice is not related to Amaranda Village; they do not use Doria's. Mrs. Adams stated the agenda heading is incorrect; the invoice says Amador.

Mr. Pires was directed to send a Demand Letter asking Bonness to reimburse the village.

TWELFTH ORDER OF BUSINESS**Continued Discussion: Internal Control Related Matters**

Mr. Tomazin stated he drafted the contents of this section of the agenda. He stated, for the last eight months, the Board has had issues with internal controls and the audit. He wants to make sure the Board has the same understanding about governance responsibility.

A. Memorandum Re: Board Governance Responsibilities – Auditor Oversight, Management Representations, and Internal Control

Mr. Miller asked about the Auditor Communications section and noted that nothing says it has to be in writing. Mr. Tomazin stated the professional standards require communications in writing, but he will add that.

Mr. Miller thinks that, under Management Representation, Wrathell, Hunt and Associates (WHA) is the source, not the CDD Board. He believes the Board should be indemnified by WHA in the Management Agreement. Mr. Miller wants the Agreement to be checked for indemnification.

Mr. Tomazin stated, in April, the CDD needs to have a due diligence call with District Management and the auditor making inquiries about the matters listed in the section. He had not thought about indemnification. The consensus was that the Management Agreement should have those provisions.

Mr. Spitzer asked Mr. Pires to review the Agreement. Mr. Pires stated some items that Mr. Tomazin listed are in conflict with the Auditor General Rules. He would like to discuss this with Mr. Tomazin this week.

Mr. Tomazin stated he added in the Committee of Sponsoring Organizations (COSO) of the Treadway Commission language. He included the Appendices for information and guidance. Mr. Miller asked Mr. Tomazin to explain the Treadway Commission.

Mr. Tomazin stated COSO was put in place after the demise of the Arthur Andersen Accounting firm. It was a provision for management and auditors to implement. An internal control opinion would need to be provided by auditors in audits. He included a workflow which he recommends be followed. He will prepare a checklist and suggested the Board go through it with the auditor on the phone in April and May. The auditor would provide Items 5 and 6 of the checklist for the April meeting.

Mr. Tomazin stated the Internal Control report being prepared by Jeff Pinder must be presented at the April meeting. It has been requested since January.

Mr. Tomazin stated he and Ms. Viegas submitted changes to the current Resolution using track changes; both are in the agenda. He was not sure if the old Resolution should be changed or a new Resolution should be created. Mr. Pires suggested a new Resolution. Mr. Tomazin stated the other Board Members should submit their changes to the Resolution for discussion at the next meeting.

Ms. Viegas stated she emailed several corrections and typos to Mr. Pinder and Mr. Adams because she thought they created the documents. She asked Mr. Adams to forward her email to Mr. Tomazin. Mr. Adams stated he will, but she should raise her questions now.

Ms. Viegas asked who "management" refers to, on Page 1, in the Responsibility for Financial Statements section in the Memorandum to the File. Mr. Tomazin stated he is referring to the CDD, not WHA.

Ms. Viegas stated she shares Mr. Miller's concern about the Board's responsibility. In this section, it states the Board is responsible for the preparation of the District's financial statements, but she believes WHA is responsible, not the CDD. She understands the governance responsibility, but is uncomfortable with the statement that the Board is responsible for the preparation. Mr. Tomazin stated he will make changes to the verbiage to clarify.

Ms. Viegas stated the second line on Page 1 of Appendix 1, under "In a CDD Outsourcing Scenario" is missing the word "governance" as she thinks it is not the Board's responsibility. Mr. Tomazin will add governance.

Mr. Miller thinks the CDD needs to obtain a Hold Harmless from WHA.

Regarding Appendix 2 under 2, "Risk Assessment Activities", Ms. Viegas asked who is performing and documenting them annually. Mr. Tomazin will talk to Mr. Adams and Mr. Pinder.

On Appendix 2 under 3, "Control Activities", Ms. Viegas asked where the controls are documented. Mr. Tomazin stated they are on a matrix he prepared, which is not included in the agenda book.

Mr. Pires asked Mr. Tomazin if these are all guidance documents and not policies. Mr. Tomazin stated the first two appendices are supplemental information. Mr. Pires stated then none of it will be adopted as policies. Mr. Tomazin concurred. The documents should act as guidance for dealing with the auditor and audit.

Mr. Tomazin stated that Appendix 1 and Appendix 2 are supplemental information to expand on points in the memo to provide information to the Board.

On Appendix 3 Item 5, "Circulate Draft Representation letter to Board members", Ms. Viegas noted this is a change since the letter currently goes to WHA. Mr. Tomazin concurred. Ms. Viegas supports the change since the Board did not receive the letter last year.

I. Appendix 1: Overview of Board Responsibilities for Management Representations to the Auditors

This item was discussed above.

II. Appendix 2: Overview of Internal Control Framework

This item was discussed above.

III. Appendix 3: Example Workflow of Board Oversight of Independent Auditor

This item was discussed above.

B. Update: Internal Controls Report

Mr. Adams had no update, but he understands the report is underway. It must be completed and presented at the April meeting. He will follow up with Mr. Pinder.

C. Review of Adopted Resolution 2020-09, Adopting an Internal Controls Policy Consistent with Section 218.33, Florida Statutes

This item was discussed above.

D. Discussion/ Consideration of Resolution 2026-03, Adopting an Internal Controls Policy Consistent with Section 218.33, Florida Statutes

This item was discussed above.

E. Update: Status of FY2025 Audit

Mr. Adams has not received any updates. He receives an email when information is requested.

THIRTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of February 28, 2026

Ms. Viegas asked for one of the Florida Power & Light (FPL) fountain bills to be investigated. The normal expense for a month is \$2,000+, but this month's bill was \$5,066.76 with fewer days in the month. Kilowatt hours per day went from 450 to 1,784. She raised the issue of lights being on at two of the fountains 24/7 for a number of days but did not think that alone would account for this increase. She questioned if the new pumps use more electricity. Mrs. Adams will look into it. Ms. Viegas will give Mrs. Adams the invoice.

Mr. Miller asked about the amount of cash on the Balance Sheet and if more can be moved to the Money Market account. Mr. Adams stated the amount covers one month's expenses.

Mr. Miller asked about the Street Lighting Contractual Services amount at 153% of budget. Ms. Viegas stated she requested the invoices. Some of the work was from December; several streetlights and up lights were repaired, and one CDD #1 repair was incorrectly charged to CDD #2.

Mr. Tomazin asked about the three "Due from" line items under Debt Service. Mr. Adams stated those are off-roll assessments that are not paid until May 1st. Some other "Due from" line items reflected in previous financials have since been paid.

A. Fiscal Year 2026 Fountains Summary Report/Breakdown (Year to Date)

This item was not discussed.

B. Financial Highlights Report

This item was included for informational purposes.

The financials were accepted.

The following changes were made:

Line 21: Add "Lenore Brakefield (via phone)" and "Woodward, Pires and Lombardo, P.A."

Line 189: Change "28%" to "39%"

Line 284: Change "bubbling" to "bubble-up"

On MOTION by Ms. Viegas and seconded by Mr. Spitzer, with all in favor, the February 25, 2026 Regular Meeting Minutes, as amended, were approved.

FIFTEENTH ORDER OF BUSINESS

Action/Agenda or Completed Items

The following were reviewed and discussed.

Item 4: Mr. Adams is still trying to get the bond team to address bond refinancing.

Item 12: Completed, but Hole Montes and Mr. Cole are still on the website. Mr. Adams will address it; he sent it to be done and will follow up.

Item 15: Mr. Adams sent the Standards at this point in the meeting so the item will be completed.

Item 16: Delete in entirety. Do not move to completed. Ms. Viegas and Staff had no recollection of this item.

Item 17: Mr. Pires will research contradictions between his November 2025 memo and the Ethics Training Requirements in the agenda; specifically, a free four-hour training session that is no longer on the list, and a statement that 120 minutes are required versus hours may be measured in 50-minute increments. He will email the requirements to Mrs. Adams to send to the Board.

Item 24: Add "and sufficiency of coverage"

Items 19, 22 and 23 were completed.

SIXTEENTH ORDER OF BUSINESS

Staff Reports

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

Mr. Pires distributed three memos related to new legislation that passed both houses, but the Governor has not signed yet. It was noted that sovereign immunity limits increased, but, thus far, insurance premiums have not increased much.

- **Discussion: Limited Easement and Right of Way Use Agreement, Amaranda Village Association, Inc.**

This item was discussed following the Second Order of Business.

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

- **Form 1 Email (file by July 1, 2026)**
- **NEXT MEETING DATE: April 22, 2026 at 10:00 AM**
 - **QUORUM CHECK**

All Supervisors confirmed their attendance at the April 22, 2026 meeting.

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

The Operations Report was included for informational purposes.

Mrs. Adams presented the Trimmers proposal for holiday lighting in the amount of \$3,400 for the next three years. It is an increase of \$400 per year.

On MOTION by Mr. Nuzzo and seconded by Mr. Spitzer, with all in favor, the Trimmers holiday lighting proposal, in the amount of \$3,400 per year for the next three years, was approved.

Mrs. Adams stated the landscaping contract is expiring in May 2026. She has not advertised yet; the pre-bid meeting will be held in April 2026. She sent emails to Juniper, Blue, Mainscape, BrightView and GulfScapes. She reminded the Board that vendors might attend the pre-bid meeting but not submit a bid. Ms. Viegas recalled that only two vendors submitted bids the last time, even though six attended the meeting.

Mrs. Adams stated Egis was notified about sign damage adjacent to Veneta on the Parkway. Although the repairs have not been finished, security gathered all the information and reimbursement to the District of \$2,020 has been received.

SEVENTEENTH ORDER OF BUSINESS

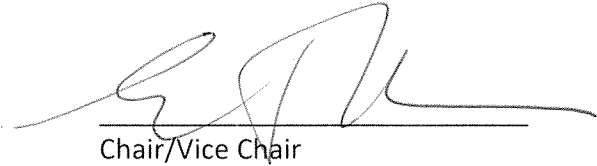
Supervisors’ Comments

Ms. Viegas stated, once the final fountain repairs are made to the fountains, she wants Mrs. Adams to reach out to Miromar Lakes as a second fountain resource going forward. Mrs. Adams agreed to do so.

On MOTION by Mr. Spitzer and seconded by Mr. Nuzzo, with all in favor, the meeting adjourned at 12:28 p.m.



Secretary/Assistant Secretary



Chair/Vice Chair