

**MINUTES OF MEETING
FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**

The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Continued Meeting and Attorney-Client Executive Session on January 5, 2024 at 9:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present at the meeting were:

Robert Slater	Chair
Joseph Schmitt	Vice Chair
Torben Christensen	Assistant Secretary
Joseph Badessa	Assistant Secretary
Frank Weinberg (via telephone)	Assistant Secretary

Also present:

Chuck Adams	District Manager
Scott Beatty	Special Counsel
Court Reporter	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:00 a.m. Supervisors Badessa, Christensen, Schmitt and Slater were present. Supervisor Weinberg was not present at roll call.

The handwritten notes indicate that Mr. Weinberg joined the meeting via telephone at 9:09 a.m., after the Attorney-Client Executive Session commenced.

Mr. Adams closed the Public Session at 9:01 a.m.

SECOND ORDER OF BUSINESS

Attorney-Client Executive Session [Closed to the Public by Law]: Fiddler’s Creek Community Development District #2 v. Fiddler’s Creek Community Development District #1, Case No. 11-2023-CA-001612-001-XX Pending Litigation

The Attorney-Client Executive Session commenced at 9:01 a.m.

The Attorney-Client Executive Session was transcribed by the Court Reporter.

The Attorney-Client Executive Session adjourned at 10:22 a.m., and the Public Session at 10:22 a.m., reconvened.

THIRD ORDER OF BUSINESS

Supervisors' Requests

On MOTION by Mr. Slater and seconded by Mr. Christensen, with all in favor, granting authority to Mr. Schmitt to take actions, as outlined in the Executive Session, was approved.

FOURTH ORDER OF BUSINESS

NEXT MEETING DATE: January 24, 2024 at 8:00 A.M. [Regular Meeting]

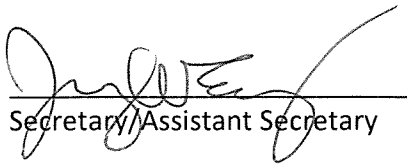
The next meeting will be January 24, 2024.

FIFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Schmitt and seconded by Mr. Slater, with all in favor, the Continued Meeting adjourned at 10:24 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Secretary/Assistant Secretary



Chair/Vice Chair

Undoubtedly, the Board of Supervisors of CDD2 is pounding their chest and shouting with delight that they won the argument over the issue of whether CDD2 was obligated to split the \$200,000 contribution proffered by the Halvorson LLC, the developer of the Publix shopping center. Just so the public is clear, this issue was over the fair and equitable funding of the traffic signal at Sandpiper and US41. According to the original intent of the 2013 Interlocal Agreement between CDD1 and CDD2,

“In no event shall the cost of design, permitting, installation, and construction of the S.R. 951 Traffic Signal and, as to the U.S. 41 Traffic Signal, if approved, in no event shall the amount payable by each district as to the U.S. 41 Traffic Signal be greater than one-half the cost of design, permitting, installation and construction of the U.S. 41 Traffic Signal.”

In simple terms, the 2013 Interlocal Agreement implied that all costs less contributions would be split 50-50. CDD2 objected to that position stating that due to yet-to-be-defined obligations to the Halvorson LLC, the \$200,000 contribution was entirely theirs and that they were not obligated to share that contribution with CDD1. CDD1 disagreed with CDD2 and in March 2023 disagreed and voted to continue with the position that all costs would be split 50-50. CDD2 objected to CDD1's position and subsequently filed for a Summary Judgment through the courts to compel CDD1 to fund the cost of construction without including the contribution from Halvorson. We were forced to engage legal representation and respond legally, and have been in a legal battle since.

I believe that CDD2 knowingly and willingly attempted to deceive CDD1 when they entered the agreement with Halvorson and that the actions of the CD2 board have been dishonest, unprofessional, and ^{MAY BE PERIVED}frankly unethical. Sadly, no one won. The real losers are the taxpayers of the community as CDD1 has wasted approximately \$30K in legal fees and I assess that CDD2 has similarly spent approximately \$40K, and the entire saga has done irreparable damage to the future trust and relationship of the two CDDs.