

**MINUTES OF MEETING  
ARTISAN LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Artisan Lakes Community Development District was held on Thursday, March 2, 2023, at 3:00 P.M., at the Artisan Lakes Clubhouse, 4725 Los Robles Court, Palmetto, Florida 34221.

**Present and constituting a quorum:**

Vincent Sciarrabba	Chairperson
Peter Latessa	Vice Chairperson
Carol Sciarrabba	Assistant Secretary
Dee Zaenglein	Assistant Secretary

**Absent:**

Deborah Reynolds	Assistant Secretary
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**Also present were:**

James P. Ward	District Manager
Jere Earlywine	District Counsel

**Audience:**

Diane Greene	Master HOA
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All resident's names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

**PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS WERE  
TRANSCRIBED IN *ITALICS*.**

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. James P. Ward called the meeting to order at approximately 3:00 p.m. He conducted roll call; all Members of the Board were present, with the exception of Supervisor Reynolds, constituting a quorum. He noted Ms. Reynolds took her Oath of Office and was now officially a Member of the Board and would be present at the next meeting.

**SECOND ORDER OF BUSINESS**

**Consideration of Resolution 2023-7**

**Consideration of Resolution 2023-7, a Resolution Re-Designating the Officers of the Artisan Lakes Community Development District**

Mr. Ward indicated Travis Stagnita had been serving as Chairperson, Vince Sciarrabba served as Vice Chairperson, he (Mr. Ward) served as Secretary and Treasurer and the remaining Board Members served as Assistant Secretaries. He asked how the Board wished to assign the positions of office.

The Board chose Vincent Sciarrabba to serve as Chairperson, Peter Latessa to serve as Vice Chair, Mr. Ward to serve as Secretary and Treasurer and the remaining Board Members to serve as Assistant Secretaries.

**On MOTION made by Dee Zaenglein, seconded by Vincent Sciarrabba, and with all in favor, Resolution 2023-7 was adopted, and the Chair was authorized to sign.**

### THIRD ORDER OF BUSINESS

### Consideration of Minutes

#### February 2, 2023 – Regular Meeting Minutes

Mr. Ward asked if there were any additions, corrections, or deletions to these Minutes; hearing none, he called for a motion.

**On MOTION made by Vincent Sciarrabba, seconded by Peter Latessa, and with all in favor, the February 2, 2023, Regular Meeting Minutes were approved.**

### FOURTH ORDER OF BUSINESS

### Consideration of Resolution 2023-8

**Consideration of Resolution 2023-8, a resolution of the Board of Supervisors of the Artisan Lakes Community Development District appointing legal counsel for the District, authorizing compensation and providing for an effective date**

*Mr. Ward: Between your last meeting and this meeting, your District Counsel, Jere Earlywine, left his prior law firm (KE Law) and moved to Kutak Rock which is another law firm that he is now with. They were all with a law firm called Hopping Green and Sam a couple of years ago. That firm disbanded and split into those two firms, basically. Kutak Rock is a very large legal firm and handles a lot of governmental work and other associated work. Jere ended up with KE Law firm and has now moved over to the Kutak Law Firm. Jere is, in my opinion, the best CDD lawyer that I have worked with in many years in the state, so I moved all of our business over to the Kutak Rock Firm with Jere as primary counsel. The Resolution affirms my actions to move those services over to Kutak Law and the Resolution then appoints Kutak Rock as your continuing lawyer for the Artisan Lakes CDD.*

Mr. Sciarrabba asked if there would be any increases financially.

*Mr. Jere Earlywine: The intent is to keep the rates the same as they were before. I should tell you, Kutak Rock is a special district and bond financing firm that's a national firm, and by coming over to Kutak there is a lot more support. They have 16 CDD lawyers in Florida, 5 paralegals, and so it's going to let me lighten my caseload and pay more attention to your files and free up my paralegal too who is the best*

*person I've ever worked with in terms of paralegal support. I'm excited about this move, and I'm excited to be back with my friends, but the rates should be the same, and I'm very grateful you are considering having me continue on in the same capacity.*

Mr. Ward asked if there were any questions; hearing none, he called for a motion.

**On MOTION made by Carol Sciarrabba, seconded by Vincent Sciarrabba, and with all in favor, Resolution 2023-8 was adopted, and the Chair was authorized to sign.**

## **FIFTH ORDER OF BUSINESS**

### **Staff Reports**

#### **I. District Attorney**

No report.

#### **II. District Engineer**

No report.

#### **III. District Manager**

##### **a) Important Board Meeting Dates for Balance of Fiscal Year 2023**

**i. Public Hearings: FY2024 Budget Adoption – May 4, 2023, 3:00 P.M.**

**b) Financial Statement for period ending January 31, 2022 (unaudited)**

*Mr. Ward: Your budget adoption is scheduled for May 4, at 3:00 o'clock here, at this location. The mailed notices will go out a little more than a month before the meeting. I did send you a copy of that notice so you have that for your information. If you get questions, you are welcome to answer them. If you don't know the answer, you are welcome to call me, or you are welcome to ask the resident to call me directly. On the letter is my cell phone number and contact information if anybody does want to call me with respect to those notices, but I'm sure you will get some questions as well. The only other thing I will mention is we pulled from the Agenda last month the agreement on Moccasin Wallow Road. That's still off the Agenda and will probably come back to you next month. I'm just waiting on some documents from the Engineer and from Travis to see exactly what we are supposed to be doing, if anything at all, with respect to that agreement.*

## **SIXTH ORDER OF BUSINESS**

### **Audience Comments and Supervisor's Requests**

Mr. Ward asked if there were any Supervisor's requests.

Ms. Zaenglein asked if Artisan Lakes Parkway was a County Road.

Mr. Ward responded in the affirmative.

Ms. Zaenglein asked if the CDD was responsible for maintaining the landscaping in the medians in perpetuity for Artisan Lakes Parkway.

Mr. Earlywine explained the Parkway improvements and the Parkway itself were financed by the District originally. He indicated the road itself was turned over to the County; however, the CDD still was responsible for the landscaping in the right-of-way. He noted there was an agreement, however, between the two Districts and with the Master HOA in which the HOA was responsible for the maintenance.

Mr. Ward concurred. He stated Artisan Lakes and Artisan Lakes East District were responsible for landscaping maintenance along Artisan Lakes Parkway because the landscaping was above the County Standards for landscaping. He stated the two Districts entered into an agreement with the Master HOA to maintain the landscaping and hardscaping along the Parkway. He noted this agreement could be terminated by either of the CDDs or the HOA.

Mr. Latessa asked if the Master Association paid the bills for the maintenance.

Mr. Earlywine responded in the affirmative.

Discussion ensued regarding maintenance of Artisan Lakes Parkway.

Ms. Diane Greene, Artisan Lakes Master Board, stated she never saw this agreement between the County, the Districts and the Master Association.

Mr. Ward explained the two Districts, Artisan Lakes and Artisan Lakes East, and the Master HOA had an agreement between the three entities which indicated the maintenance responsibility for the Parkway's hardscapes, which would be landscaping, and possibly streetlights too, fell upon the Master HOA. He stated he would get a copy of this agreement for Ms. Greene.

Mr. Latessa stated Moccasin Wallow, and the entrance here, down to I-75, was being maintained by Down to Earth, the previous landscaping company. He noted he asked years ago how long the Agreement would last, and the President of the Master HOA at the time responded the Agreement would last as long as the three parties wished.

*Mr. Ward: I haven't seen the details of these agreements, but generally speaking, in these kind of developments, those arterial roads are improved to a standard well above what the County standard is. In order to do that, the County should require, and generally does require, an agreement between what would have been initially either the developer or Master homeowner's association, and the County, to install those materials, and then to continue to maintain that. As the developer transitions out of the community, that is either picked up by the Master HOA and to the extent the CDD put any of that in, which I think we did in this instance, then we would enter into another agreement which is what we were talking about at the last meeting, with the County, the Master homeowner's association and the two CDDs, to allow that to continue to be maintained at that higher level. Essentially the Master has it, but if they ever want to get rid of it, it then can come back to both CDDs under termination provisions we have under the Agreement between the Master HOA and the two CDDs.*

*Ms. Greene: What's Artisan Lakes East?*

*Mr. Ward: There were two CDDs within the Artisan Lakes community. Artisan Lakes East consists of some of Esplanade, Eaves Bend and Heritage Park.*

*Ms. Greene: There is no Heritage Park. It's Esplanade North.*

*Mr. Latessa: My comment to you is, if the Master HOA is currently getting invoiced by Down to Earth, there isn't anything out there. So, the Master Association should be asking (indecipherable).*

*Ms. Greene: Exactly, and I've also asked at the last meeting with Matt, since the County has taken and destroyed that, we shouldn't have anything to do with that, and how much of the land are they going to end up taking, and he said he has no clue. I'm sure somebody in County does, so that's my next step.*

*Mr. Latessa: Well my comment also is, hoping once they really put four lanes into six lanes, and there has been discussion about having an island going down the middle, of which then somebody is going to want landscaping in there, so we just need to look –*

*Ms. Greene: We've been told there will be no median. I've been told that, but I don't have it in writing yet.*

Discussion ensued regarding the community no longer needing to maintain the landscaping if there was no median; canceling the contract with Down to Earth; the changes this would make to the Master HOA's budget and how this would affect the residents.

Mr. Ward asked if there were any other audience questions or comments; there were none.

**SEVENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Ward adjourned the meeting at approximately 3:20 p.m.

**On MOTION made by Vincent Sciarabba, seconded by Peter Latessa, and with all in favor, the meeting was adjourned.**

Artisan Lakes Community Development District

  
James P. Ward, Secretary

  
Vincent Sciarabba, Chairperson