

**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 Tuesday, June 30, 2026 at the Artisan Lakes Clubhouse, 4725 Los Robles Court, Palmetto, Florida 34221. It began at 10:30 a.m. and was presided over by Mr. Peter Latessa, Chairperson, and James P. Ward as Secretary.

Present and constituting a quorum:

Peter Latessa	Chairperson
Tom Carpenter	Vice Chairperson
Deborah Reynolds	Assistant Secretary
Jaynie Kristine Guillou	Assistant Secretary
Matt Moore	Assistant Secretary

Also present were:

James P. Ward	District Manager
Jere Earlywine	District Counsel
Brent Wilder	Managing Director w/PFM
Vivian Carvalho	Senior District Manager w/PFM
Joseph Brown	Litigator w/Kutak Rock

Audience:

All residents' 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 these minutes may be transcribed in verbatim.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Ward called the meeting to order at approximately 10:30 a.m. He conducted roll call; all Members of the Board were present, constituting a quorum.

SECOND ORDER OF BUSINESS

Notice of Advertisement

Notice of Advertisement of Meeting

THIRD ORDER OF BUSINESS

Consideration of Minutes

May 7, 2026 - Public Hearings and Regular Meeting Minutes

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

On MOTION made by Tom Carpenter, seconded by Deborah Reynolds, and with all in favor, the May 7, 2026 Meeting Minutes were approved.

FOURTH ORDER OF BUSINESS

Consideration of Agreement

Consideration of the South Florida Water Management District Agreement

I. Consent Order

II. Non-Exclusive Perpetual Utility Easement

III. Joint Defense and Confidentiality Agreement

Mr. Ward: Joseph Brown with Kutak Rock was Mr. Earlywine's law partner. Mr. Earlywine was instrumental in working with the attorneys for Taylor Morrison with respect to the consent order and with South Florida Water Management District with respect to the Consent Order. Generally, from a high-level overview, the District acquired the underlying fee title to a piece of land where this irrigation system sits, but we do not own or maintain or operate any part of that irrigation system itself. In addition to that, a part of the irrigation system was on property not owned by Taylor Morrison (indecipherable). - litigation with respect to this irrigation system. (Indecipherable). With respect to this District, we have an agreement with Taylor Morrison; Taylor Morrison is paying for all of the costs associated with the litigation on behalf of the Artisan Lakes CDD, for which there is a small fine in this Consent Order related to the CDD. Plus, there are some minor legal fees that are also associated with the litigation itself. He asked Mr. Joseph Brown, Litigator with Kutak Rock, to speak.

Mr. Joseph Brown: What Jim said is correct. The District owns a piece of property. There is a stormwater pond on that property. That's why it was conveyed to the District as part of the stormwater system which the District does own and maintain. However, on that same piece of property there were some groundwater wells that were used to pump groundwater into that pond which was mixed into the surface water and the pond acted as a holding pond for the irrigation system serving Artisan Lakes. There was a surface water withdraw pump on that pond that Taylor Morrison was operating under the permit they had with the Water Management District. The covenants for the community reserve a lot of easements both to the developer and to the associations for purposes of operating your irrigation systems, so it's my opinion they are probably adequate easement rights for Taylor Morrison and/or the association to operate that equipment. Nevertheless, that property was deeded to the District, so when you go on the property appraiser's website it shows as being owned by the CDD. This all came to a head as an issue, and I'm paraphrasing here, Taylor Woodrow has been working for a long time to get a reuse line to the project so they wouldn't be using groundwater at all. The reuse line exists now and supplies water into this same holding pond in lieu of the groundwater and that's what's used for irrigation. That project, getting that reuse available took a lot longer than expected. It was a part of a plan that the Water Management District was aware of that

Taylor Morrison was actively working on. It took a long time and as a result Taylor Morrison ended up having to rely on groundwater longer than anticipated. That's where the trouble arose. The Water Management District ultimately served a complaint on Taylor Morrison regarding overuse of the groundwater and the delays on getting the reuse there and the District got pulled in because when the Water Management District looked on the Property Appraiser website it saw that the CDD had the underlying fee title to these properties where the groundwater wells are located. The District has not been involved in the operation of that system. Those irrigation improvements were not funded by the CDD. When you look at the Consent Order, and where we have gotten to at this point is to that expected final endpoint of getting the permit modified, taking the groundwater out entirely and just having the surface water withdraw and a reuse supply line. That's what is addressed in the Consent Order. The Consent Order contemplates that the permit for operation of the irrigation system would go to the Master HOA. There is a draft easement in the Agenda Package which the Water Management District requested in order to provide them with certainty that the Master HOA as the future permittee for the system had adequate real property rights to operate and maintain the improvements located on this property. If you've looked at the Consent Order you can tell its focus is on Taylor Morrison. There are some significant fines being levied against Taylor Morrison. In the District's case what the Water Management District has asked for was for the District to agree it was going to provide the easement and there are some nominal fees and costs that the Water Management District is asking for (about \$2,000 dollars). He indicated Taylor Morrison would pay all associated costs and fees for this matter including legal fees. He noted one more signature was needed from Taylor Morrison and then the Consent Order could be executed. He stated he has been in contact with the Master HOA regarding maintenance and the easement. He stated the Consent Order was reviewed and approved by all parties; the Water Management District would be the last entity to sign the Consent Order at their meeting later in July. He stated the intent was to have everything signed and ready prior to the Water Management District meeting.

Mr. Jere Earlywine: The way it works with the Water Management District is you approve the documents first and then it goes on their Agenda for approval. It's kind of a chicken and egg problem. In any event, we are just approving them in substantial form. There may be a few more edits and we will hold these in escrow, but we think they are probably 90 plus percent done at this point.

Ms. Jaynie Kristine Guillou asked for Tract 5 instead of a parcel in Phase 4 to be sent to her for reference.

Mr. Ward agreed.

Discussion ensued regarding what the Consent Order said about water going into the pond; the purpose of the agreement with the Water Management District was to say there would be no more groundwater pumping, no more groundwater well use at all; the wells could not be a back up water source; Manatee County saying keep the wells versus the Water Management District saying do not keep the wells; the Water Management District being the higher authority; the Consent Order clearly indicating the community could not use the wells for irrigation going forward, only the reuse water; and Manatee County's rules regarding wells.

Mr. Ward explained South Florida Water Management District required a permit to drill a well into all aquifers and would not allow the community to keep these wells regardless of what the County said; and SFWMD controlled the aquifers, not the County.

Discussion ensued regarding whether a well would even be needed; and Manatee County reuse water being relatively well supplied.

On MOTION made by Tom Carpenter, seconded by Peter Latessa, and with all in favor, the South Florida Water Management District Agreement was approved.

FIFTH ORDER OF BUSINESS

Discussion

Discussion of Maintenance of District Facilities

Mr. Earlywine: We have had some discussion about the 4th amendment to the HOA/CDD Maintenance Agreement. We have talked to the HOAs, all three of them, a couple of times about the 4th Amendment and we have also double backed with our developer for Artisan Lakes East and a couple of things are happening. One thing that came up is that the Artisan Lakes East Board looks like they are going to be able to transition in the next three to six months. They are ready to hand off control over to a resident board. One of the things Jim and I have had on our calendars is once that project is finished, you might want to consider merging Artisan Lakes CDD into Artisan Lakes East CDD. We've talked about that a couple of different times. The big advantage is some administrative savings for not having two districts, as well as reducing or minimizing the confusion. Right now, you have five or more entities with the two CDDs and three HOAs and maybe some sub-HOAs too managing the various projects. Because they are transitioning the opportunity we have is to look at maybe authorizing some sort of merger over the next year. We would hold a public hearing, adopt a merger agreement, this would go to the County for approval. The County process being the longest part of that (6 to 9 months). What it means for you guys with this 4th amendment is that we are not 100 percent sure we need the 4th amendment. When that HOA/CDD maintenance agreement was put in place the developer put it in place with the idea that the Master HOA would do everything, but as the neighborhood HOAs came along it turned out that they were doing their own maintenance within their own boundaries and the only thing the Master was doing was the stuff along the parkway. When we brought this 4th amendment back to them they said we need to add all these other parties to it, and it got more complicated and then we had this merger opportunity come up. He suggested authorizing a merger, merging CDDs, and taking back maintenance of the stormwater system. He stated the CDD would have to do a budget process to include the stormwater maintenance.

Mr. Ward discussed the agreement, which was a five-party agreement at this point and almost impossible to manage. He said this would not work. He stated the CDD had two choices: maintain the facilities itself or make separate agreements with the separate entities. He said with respect to operations, the board had time to go back through the process, put together an operating plan for Artisan Lakes and Artisan Lakes East CDDs and levy assessments in time to get them on the tax rolls. He stated this was getting too complicated,

the CDD needed a better singular process for purposes of operating and maintaining these facilities and assets. He agreed with Mr. Earlywine about merging the CDDs.

Mr. Earlywine stated there was no action the CDD needed to take today aside from directing staff to move forward with the budget process.

Mr. Ward noted mailed notice would be required for both CDDs.

Discussion ensued regarding merging the CDDs and taking over maintenance of CDD assets; the raising of CDD assessments being balanced by a reduction in HOA fees; there being two costs associated with the merger, one the cost of the merger itself and the other the cost of operating and maintaining the facilities; and how much it would cost to merge the CDDs (\$30,000 dollars to \$50,000 dollars all together).

Mr. Earlywine discussed the merger process: CDDs would authorize a merger agreement, authorize a public hearing, pay for hearing notice (\$1,000 dollars), hold a public hearing, send a petition to the County asking for a merger ordinance, pay a County filing fee (\$15,000 dollars), etc.

Discussion continued regarding merging the CDDs; what the new responsibilities would be for the CDD (maintenance, operations, cleaning pipes, ponds, etc.); the name change from Artisan Lakes East to Artisan Lakes on legal documents after the merger; the Artisan Lakes East CDD likely going away and Artisan Lakes CDD taking over everything with the merger; the Maintenance Agreement with the HOA becoming void after a merger of the CDDs; why it would be good for the CDDs to merge and take over maintenance and operations; the CDD being responsible for the SFWMD permits; the Parkway not being very well maintained at this time; and the right-of-way maintenance agreement between the CDD and the County which obligated the CDD to take care of the hardscape and landscape on the Parkway.

Mr. Ward: This is normal in CDDs where you have these major roadways that go through more than just one community. Manatee County owns the right-of-way because the landscaping and lighting and irrigation is at a higher standard than what the County puts in. The County requires an agreement between the CDD and the County for purposes of maintenance. We have had an agreement in place for many years with Manatee County which obligates the CDD to maintain the landscaping, lighting, irrigation, everything on that roadway.

Ms. Guillou: Now you're talking about going into Esplanade and Eaves Bend on all the commons that will still be owned by some of the CDD, the common areas.

Mr. Ward: I think we own a few of the roadways in Eaves Bend, but I think that's a discussion we need to have with Artisan Lakes Eaves Bend.

Ms. Guillou: Are we going to have to hire people to mow the grass?

Mr. Ward: For purposes of Artisan Lakes Parkway, the agreement we have with the County requires the CDD to operate and maintain, mow the grass, and maintain the landscaping. Right now, we have an agreement with the Master HOA that they are supposed to do that, so we've shuffled that off to them, but the agreement sticks with the CDD. Under the theory we

are using now, all of the facilities that are owned by the CDD, including Artisan Lakes Parkway, will come to the CDD and we will then start maintenance. (Indecipherable).

Ms. Guillou: What role will the Master play in this new scheme?

Mr. Ward: At the moment we don't see the Master playing any role. The CDD would take over all operations of its facilities so there would be no agreements between either of the CDDs and any of the HOAs.

Discussion ensued regarding the Master HOA responsibilities; the other HOAs' responsibilities; the irrigation system being under the Master HOA; the CDD's responsibilities including the stormwater system (ponds), hardscape and landscape along the Parkway, Eaves Bend roads, and preserves.

Mr. Earlywine stated he would put together a list of pros and cons regarding the merger including the long-term savings.

Mr. Ward stated assuming the Board wanted to move forward with the merger he would start looking at the facilities, cost out the operations, prepare a budget, restart the budget process, set a new public hearing, and mail out notice.

Mr. Earlywine stated the HOAs were all aware of the potential merger and the CDD taking back its assets; he has been in contact.

Discussion ensued regarding the merger clearing up some of the problems associated with the CDDs' assets being spread between the HOAs; wanting to see the budget before making any final decisions; the importance of the CDD maintaining its own assets; other benefits of merging the CDDs.

Mr. Ward stated the CDD did not need to vote on this today. He said if the consensus was the Board wished to move forward he would start the process and the Board would review the budget and vote at a future meeting.

The Board discussed the matter and agreed to move forward with the merger process.

On MOTION made by Matt Moore, seconded by Peter Latessa, and with all in favor, the Board agreed to begin the preliminary work to merge the two CDDs.
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SIXTH ORDER OF BUSINESS

Staff Reports

I. District Attorney

No report.

II. District Engineer

No report.

III. District Manager

a) June/July - Look for Commission on Ethics Email (Form 1 Financial Disclosure)

b) Important Meeting Dates for Fiscal Year 2026:

– **NEXT MEETING: Thursday, August 6, 2026**

c) Financial Statement for period ending May 31, 2026 (unaudited)

Mr. Ward introduced Brent Wilder, Managing Director with PFM and Vivian Carvalho, Senior District Manager with PFM. He stated Vivian Carvalho would be taking over for him when he finally retired.

Ms. Vivian Carvalho stated it was refreshing to hear some of the topics discussed today. She said she had worked on a merger for another district in the past and was glad to have the background which would help during the process.

Mr. Earlywine agreed and noted he had some experience with mergers as well.

SEVENTH ORDER OF BUSINESS**Supervisor's Requests**

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

Ms. Guillou stated she was working with Atwell on a new map showing where the pipes were located and drain flow. She discussed the map's other features such as manholes and inlets. She discussed other maps and information which were available, such as pipes only and total length or pipes.

Mr. Ward stated he would discuss with her what types of maps and information were needed outside of the Board meeting.

EIGHTH ORDER OF BUSINESS**Public Comments**

Mr. Ward asked if there were any public comments.

An unidentified male audience member indicated the next meeting was scheduled for August 6th, and asked if the Board was going to account for another meeting for a merger or a rework schedule?

Mr. Ward replied that he would rework the whole schedule to get through this process and that it would be posted on the website.

NINTH ORDER OF BUSINESS

Adjournment

Mr. Ward adjourned the meeting at approximately 11:28 a.m.

On MOTION made by Tom Carpenter, seconded by Peter Latessa, and with all in favor, the meeting was adjourned.

Artisan Lakes Community Development District

Signature: James Ward
James Ward (Sep 4, 2026 12:04:15 EDT)

Email: wardj@pfm.com

James P. Ward, Secretary

Signature: Peter Latessa
PETER LATESSA (Sep 4, 2026 12:55:10 EDT)

Email: peter.latessa@gmail.com

Peter Latessa, Chairperson

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Final Audit Report

2026-09-04

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