

FIDDLER'S CREEK

COMMUNITY DEVELOPMENT

DISTRICT #2

March 27, 2024

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2**

**AGENDA
LETTER**

Fiddler's Creek Community Development District #2

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-free: (877) 276-0889

March 20, 2024

Board of Supervisors
Fiddler's Creek Community Development District #2

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #2 will hold 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. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items (*3 minutes per speaker*)
3. Continued Discussion/Update: Claim Against Fiddler's Creek CDD #1 Regarding Anticipatory Breach of Interlocal Agreement [Traffic Signal Cost Sharing]
4. Update: Superior Waterway Services, Inc. Treatment Report (*Andy Nott*)
5. Health, Safety and Environment Report
 - A. Irrigation and Pressure Washing Efforts
 - B. Security and Safety Update
6. Developer's Report/Update
7. Engineer's Report/Update: *Hole Montes, a Bowman Company*
 - A. Consideration of Juniper Landscaping of Florida, LLC Proposals
 - No. 154881.2 Amador Rear Swale Modifications [Lots 1-3]
 - No. 154960.1 Amador Rear Swale Modifications [Lots 4-7]
 - B. Consideration of Landshore Restoration Proposal for Lake Erosion Repairs in Museo and Oyster Harbor
8. Consideration of Aqua-Matic Irrigation Systems, Inc. Proposal for Gate Valve Replacements at Veneta
9. Discussion: Interlocal Agreements with CDD #1 [Irrigation Distribution Lines]

- Consideration of Second Amendment to Interlocal Agreement
10. Consideration of Collier Paving & Concrete, Divisions of Southern Striping Solutions, LLC Proposals
 - A. Estimate #23-713 Milling and Resurfacing [Chiasso Court]
 - B. Estimate #24-172 Milling, Paving and Striping [Vadala Bend]
 - C. Proposal for Sidewalk Repairs and Grinds [Sandpiper]
 - D. Proposal for Valley Gutter and Sidewalk Repairs [Veneta - Museo Circle]
 11. Continued Discussion/Consideration of Replacement of Seventeen (17) Temporary Signs in Aviamar and Veneta with Permanent Decorative Signs
 12. Discussion/Consideration of Landscape Contract Agreement
 13. Update: Pesky Varmints, LLC Newsletter for Cane Toad Control
 14. Continued Discussion/Consideration of Agreement for Access and Construction [Basins I, OH, A1, B1, C, H2, H3]
 15. Acceptance of Unaudited Financial Statements as of February 29, 2024
 16. Approval of February 28, 2024 Regular Meeting Minutes
 17. Action/Agenda or Completed Items
 18. Staff Reports
 - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
 - B. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: April 24, 2024 at 10:00 AM

○ QUORUM CHECK

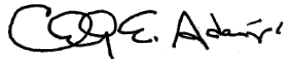
SEAT 1	WILLIAM TOMAZIN, JR.	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	ELLIOT MILLER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	LINDA VIEGAS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JOHN P. NUZZO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	BILL KLUG	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

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

19. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,



Chesley E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 709 724 7992

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2**

4

**Fiddlers Creek CDD 2
Treatment Report, February 2024**

Lake #	Work Performed	Target	Target	Treatment Date	Treatment Date	Notes
1	Inspected			2.1.24		No major Problems
2	Treated	Grasses/Weeds		2.1.24		Sprayed lake bank weeds
3	Inspected			2.1.24		No major Problems
4	Inspected			2.1.24		No major Problems
5	Treated	Grasses/Weeds		2.29.24		Sprayed lake bank weeds
6	Inspected			2.29.24		No major Problems
7A	Treated	Grasses/Weeds		2.22.24		Sprayed lake bank weeds
7B	Treated	Grasses/Weeds		2.22.24		Sprayed lake bank weeds
7C	Inspected			2.22.24		No major Problems
7D	Inspected			2.2.24		No major Problems
8	Treated	Grasses/Weeds		2.22.24		Sprayed lake bank weeds
9	Inspected			2.29.24		Light Grasses will treat next service
23	Inspected			2.29.24		Light Grasses will treat next service
24	Inspected					No major Problems
25A	Inspected			2.29.24		Light Grasses will treat next service
25B	Treated	Grasses/Weeds		2.2.24		Sprayed lake bank weeds
65E	Treated	Illinois Pondweed		2.8.24		Treated submersed weeds
65F	Inspected			2.22.24		No major Problems
65G	Treated	Illinois Pondweed		2.8.24		Treated submersed weeds
84A	Treated			2.29.24		No major Problems

**SUPERIOR WATERWAY
SERVICES, INC.**



Lake #	Work Performed	Target	Target	Treatment Date	Treatment Date	Notes
84B	Treated	Grasses/Weeds	Grasses/Weeds	2.8.24		Sprayed lake bank weeds
85A	Treated	Grasses/Weeds	Algae	2.29.24		Spot treat algae
85B	Treated	Grasses/Weeds	Algae	2.29.24		Spot treat algae
85C	Treated	Grasses/Weeds	Algae	2.29.24		Spot treat algae
85D	Treated	Grasses/Weeds	Algae	2.29.24		Spot treat algae
88	Treated	Grasses/Weeds		2.22.24		Sprayed lake bank weeds
89	Treated	Illinois Pondweed		2.8.24		Treated submersed weeds
90	Treated	Illinois Pondweed	Grasses/Weeds	2.8.24	2.1.24	Treated submersed weed treatment



Lake 84A Removed construction debris



Lake 89 No major problems



Lake 84A shoreline



Lake 85D Shoreline



Lake 25B

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

5A

CDD 2

FEBRUARY 2024

PRESENTED BY: RYAN HENNESSEY & JOSEPH PARISI

CDD 2 FOUNDATION CONTRACTED RESPONSIBILITIES

1. Tree Canopy Trimming
2. Irrigation
 - Irrigation@Fiddlerscreek.com
3. Pressure Washing
 - Pressurewashing@Fiddlerscreek.com

TREE CANOPY TRIMMING

- Fruited Palms on Fiddler's Creek Parkway and Club Center Blvd.
- Fruited Palms on Sandpiper Drive from U.S. 41 to Cranberry Crossing



IRRIGATION PROJECTED USAGE

- 20 Programmed Village Satellites
 - Monday, Wednesday & Saturday
 - 9:00 pm – 8:00 am
 - 12 Possible Run Cycles / 2 Rain Hold
- 9 Programmed Common Satellites
 - Tuesday, Thursday & Sunday
 - 13 Possible Run Cycles / 4 Rain Holds
- February Water Estimated Calculation Usage
 - Villages: 6,897,470 Gallons
 - Common: 3,400,722 Gallons
- Total Water Usage in February 2024 was 43,471,230 Gallons.
Total Water Usage in February 2023 was 56,605,922 Gallons.

*Does not account for non-scheduled water usage such as leaks, wet checks, manual runs, battery timers, individual residential timers, and manual Toro clocks.



IRRIGATION REPORT

The Irrigation Manager found these problems in the month of February:



I-20 Sandpiper 2-

2/12/24- Created a grow-in program for new sod that Juniper installed for Fanny Bay North Commons and Sandpiper hedgerow. Required multiple service calls by Gulfscapes over several weeks for repair and relocating heads for hedgerow.

I-18 Sandpiper 1-

2/20/24- The satellite failed to communicate. Power was restored to the radio and information was downloaded.

PRESSURE WASHING

- Recently completed:
 - Montreux, Mahogany Bend, Runaway Bay
- Presently working:
 - Campanile area





Questions?



**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2**

5B

SAFETY DEPARTMENT UPDATE

Department of Safety, Health & Environment

DIRECTOR OF COMMUNITY SERVICES –
Ryan Hennessey

SAFETY MANAGER – Richard Renaud

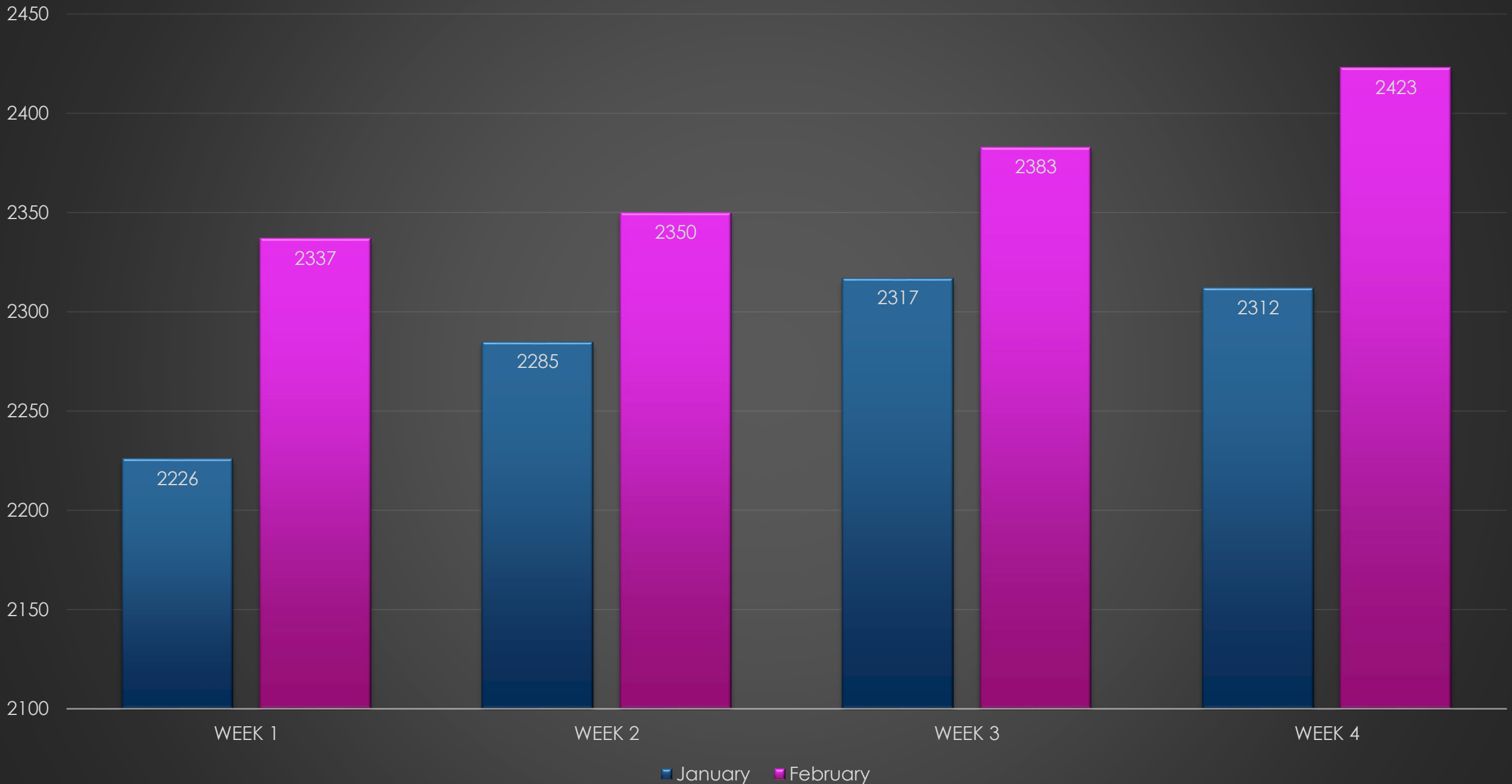


Gate Access Control

- Enter your guest information on the member's website
- Use the Fiddler's Creek mobile app to register guests
- Call the automated gate house at 239-529-4139
- IF YOU EXPERIENCE DIFFICULTY WITH ANY OF THESE, PLEASE SEND THE INFORMATION TO safety@fiddlerscreek.com, ALWAYS INCLUDE YOUR NAME AND ADDRESS.
- Community Patrol 239-919-3705

WE ARE NOT FIRST RESPONDERS, ALWAYS CALL 911
FOR AN EMERGENCY
THEN CALL COMMUNITY PATROL TO INFORM THEM OF
THE INCIDENT

Occupancy Report: January 2024-February 2024

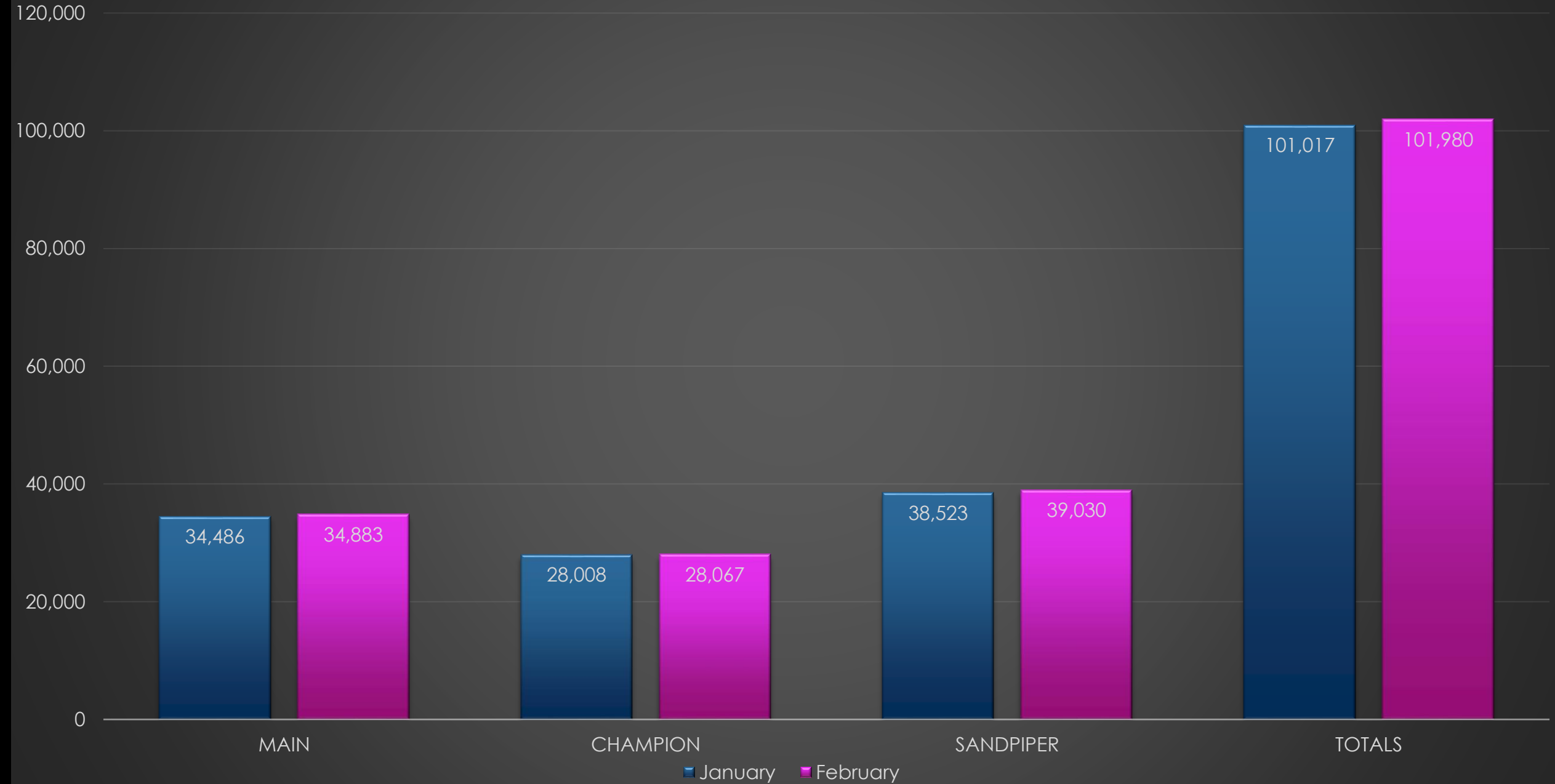


GATEHOUSES AND PATROLS

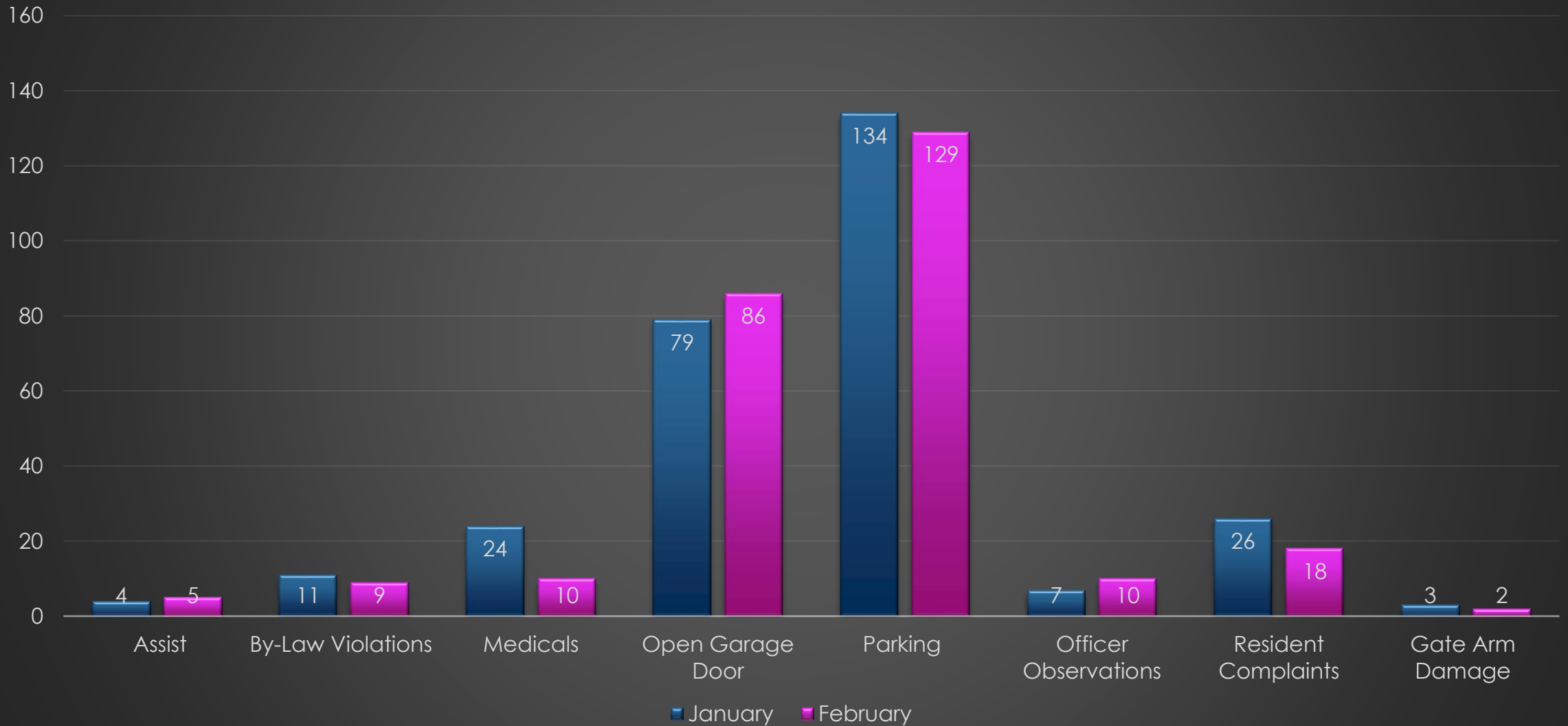
- Sandpiper, Championship, Main
- 24x7
- 2 Patrols per shift.
- 24x7



GATE HOUSE ACTIVITY: January 2024-February 2024



Incident Reports: January 2024-February 2024

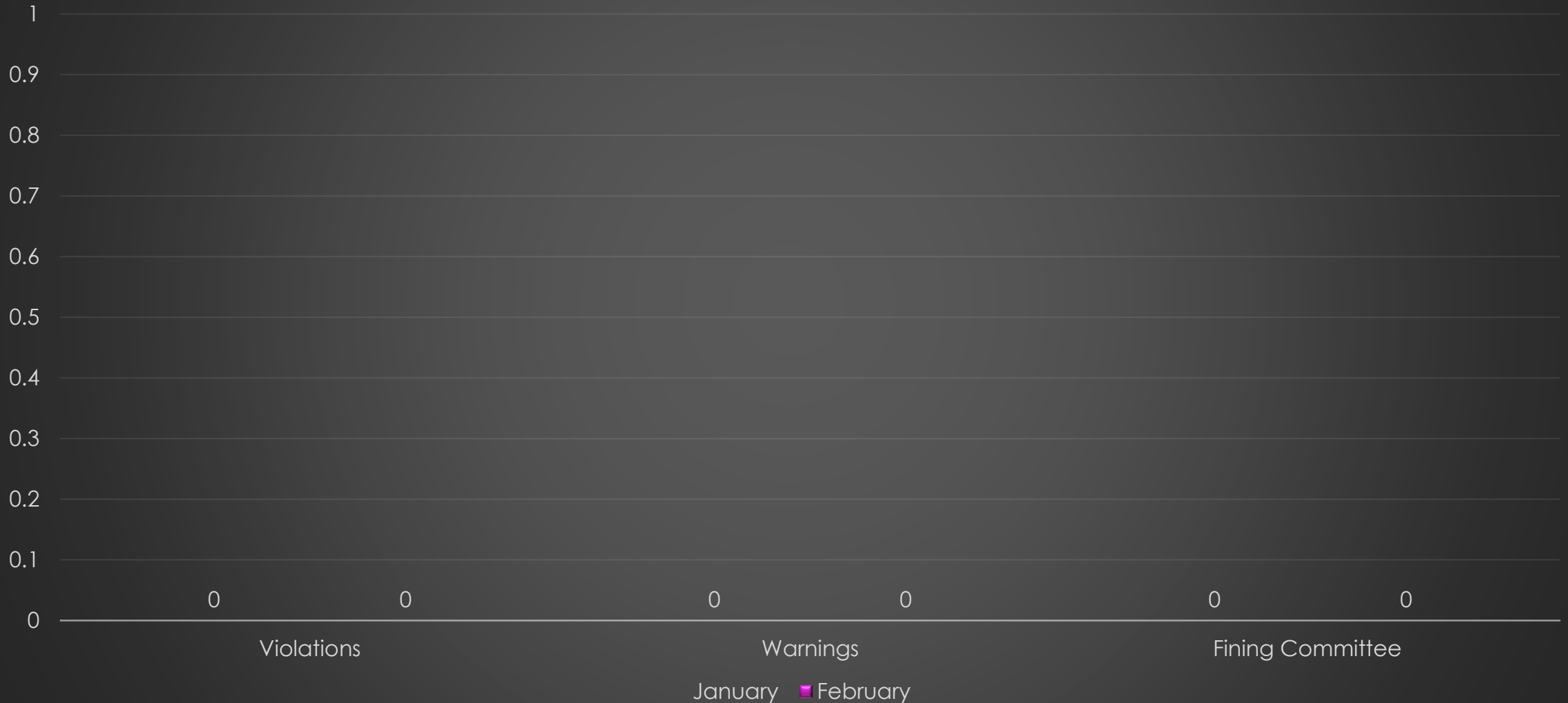


SPEED DETECTION AND ENFORCEMENT

- ▶ Portable speed detection device
- ▶ Deployed throughout Fiddler's Creek at areas of concern
- ▶ Fixed device located on Cherry Oaks Trail
- ▶ Both devices have been recalibrated and certified




Traffic Hawk Speeding Violations: January 2024-February 2024



Type (Most common)	Number
Extra Patrol	75
Alarm Calls	17
911 Hang-ups	11
Medical Calls	10
Crashes	2

FIDDLER'S CREEK
CCSO
STATISTICS
FEBRUARY 1ST -
FEBRUARY 29TH

Decorative white lines consisting of several parallel diagonal lines extending from the bottom right towards the top right of the page.

QUESTIONS?

- Thank you



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

7A



Proposal

Proposal No.: 154881.2

Proposed Date: 03/19/24

PROPERTY:	FOR:
Fiddler's Creek CDD #2 - Wrathell, Hunt & Associates- Maintenance Cleo Adams 9220 Bonita Beach Road Suite 14 Bonita Springs, FL 34135	Amador Rear Swale Modifications Lots 1-3 - Additional sod

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Subcontractor					\$300.00
Floratam Installed (Subcontractor- by SF)	500.00	Sq. Ft.	\$0.60	\$300.00	
				Total:	\$300.00

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date



Proposal

Proposal No.: 154960.1
Proposed Date: 03/20/24

PROPERTY:	FOR:
Fiddler's Creek CDD #2 - Wrathell, Hunt & Associates- Maintenance Cleo Adams 9220 Bonita Beach Road Suite 14 Bonita Springs, FL 34135	Amador Rear Swale Modifications Lots 4-7 - Additional Sod Installed By Wheelbarrow

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Subcontractor					\$4,193.75
Floratam Installed (Subcontractor- by SF)	5500.00	Sq. Ft.	\$0.76	\$4,193.75	
Total:					\$4,193.75

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

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AQUA-MATIC IRRIGATION SYSTEMS, INC.

Consulting, Design and Installation
 6188 Lee Ann Lane, Naples, FL 34109
 EMAIL mike@aquamatic.comcastbiz.net
PROPOSAL/CONTRACT

TO: FIDDLERS CREEK CDD-2	Page # 1 of 1
	Date: 3-13-24
	Job Name: CDD-2 GATE VALVE REPLACEMENTS
	VENETA

We hereby propose to furnish, in accordance with specifications below or on attached pages, all material and labor necessary to complete the following:

QUANT.	DESCRIPTION	UNIT PRICE	TOTAL
1	12" MJ. GATE VALVE WITH FITTINGS		4,200.00
1	8" MJ. GATE VALVE WITH FITTINGS		3,806.00
1	6" MJ. GATE VALVE WITH FITTINGS		2,745.00
	LABOR TO INSTALL ALL		\$19,500.00
1	4" MJ. GATE VALVE (VARENNA) JUST DISCOVERED YESTERDAY		1950.00
	LABOR TO INSTALL		2,250.00
	TOTAL		\$34,451.00

OWNER'S RESPONSIBILITY: The owner agrees to assume responsibility for job location being within his property lines and not in violation of set backs or other restrictions. The owner will provide adequate access to job site. Contractor assumes electric current will be supplied by owner from existing outlet.
MATERIALS: The owners hereby covenant and agree that the title to the materials furnished which comprises a part of the subject matter of this contract shall remain in AQUA-MATIC IRRIGATION SYSTEMS, INC. until the contract price and any extras are paid in full. The owners further covenant and agree that said material shall be deemed to be considered personal property although the said material may in some manner be affixed or attached to the real property within which the herein said material may be freely severed from the premises as any other personal property by AQUA-MATIC IRRIGATION SYSTEMS, INC., their successors and assigns.

DEFAULT: In the event the owner should fail to make any payment when the same is due, or any part hereof, or fail to perform fully and promptly any covenant or agreement herein set forth, they will pay to AQUA-MATIC IRRIGATION SYSTEMS, INC., it's successors and assigns, all costs and expense the said AQUA-MATIC IRRIGATION SYSTEMS, INC., or it's successors or assigns may thereby put to, including a reasonable attorney fee. If the owners shall become bankrupt or be put into receivership, or fail to make any payment when due, or fail to perform any covenant herein contained, all sums then unpaid shall become due and payable upon written notice thereof by AQUA-MATIC IRRIGATION SYSTEMS, INC., it's successors or assigns.

THIS AGREEMENT: shall be binding on the heirs, administrators, executors, successors and assign of the owners.

WARRANTY: AQUA-MATIC IRRIGATION SYSTEMS, INC., warrants that all materials used in completing installation, contracted for herein will be of high quality and new, and that all work will be done in a workmanlike manner. Any breach therein, causing any substantial defects, shall be remedied without charge, providing written notice is given AQUA-MATIC IRRIGATION SYSTEMS, INC., within one year of completion. It is agreed however, that no claim may be filed or this warranty shall be null and void unless accepted within thirty days following date submitted. It is agreed by the owner that any claim either under this contract or under the warranty herein above set forth, shall be brought only in the appropriate court in Collier County, Florida.

Notice to Buyer: (a) Do not sign this before you read it or if it contains any blank spaces. (b) You are entitled to an exact copy which is delivered herewith and receipt of which is hereby acknowledged to buyer.

Authorized Signature: _____

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal: The above or attached prices, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be NET 30 DAYS

Signature: _____

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

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FIRST AMENDMENT TO INTERLOCAL AGREEMENT
[IRRIGATION DISTRIBUTION LINES]

This First Amendment To Interlocal Agreement [Irrigation Distribution Lines] ("First Amendment") is entered into as of this 17 day of DECEMBER, 2014, by and between the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT 1, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "FIDDLERS 1"); and the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT NO. 2, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "FIDDLERS 2").

WHEREAS, the parties hereto are the same parties to that certain Amended and Restated Interlocal Agreement entered into as of the 22nd day of April, 2009 (the "Agreement"); and,

WHEREAS, FIDDLERS 1 and FIDDLERS 2 each own irrigation water distribution lines within the boundaries of each respective district, such irrigation water distribution lines being as are depicted and identified on the attached Exhibit "A"; and,

WHEREAS, the Agreement currently provides that the allocation of the capital costs, operating costs or maintenance costs of the irrigation water distribution facilities, including the irrigation water distribution lines, are borne by FIDDLERS 1 and FIDDLERS 2 on an equitable pro-rata basis; and,

WHEREAS, FIDDLERS 1 and FIDDLERS 2 wish to amend the Agreement to clarify that the capital costs of each of FIDDLERS 1 and FIDDLERS 2 irrigation water distribution lines shall be borne by the respective district that owns such irrigation water distribution lines.

WHEREAS, the parties to the Agreement desire to amend the Agreement hereby.

WITNESSETH

That for and in consideration of the premises and the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration exchanged from one party to the other, receipt of which is acknowledged, the aforesaid FIDDLERS 1 and FIDDLERS 2 hereby enter into this First Amendment To Interlocal Agreement [Irrigation Distribution Lines].

1. Paragraph 1 of the Agreement is amended by adding the following language at the end of Paragraph 1:

" FIDDLERS 1 and FIDDLERS 2 each own irrigation water distribution lines within the boundaries of each respective district, such individually owned irrigation water distribution lines being depicted and identified on the attached Exhibit "A". Notwithstanding the provisions of Paragraph 1 above herein, each of the parties is solely responsible for the capital costs, operating costs and maintenance costs associated with its respective irrigation water distribution lines, as such individually owned irrigation water distribution lines are depicted

and identified on the attached Exhibit 'A' and will be solely responsible for the capital costs, operating costs and maintenance costs associated with their future respective irrigation water distribution lines."

2. This First Amendment To Interlocal Agreement [Irrigation Distribution Lines] shall be effective as of _____.

3. **IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment To Interlocal Agreement [Irrigation Distribution Lines] on the day and year first above written.

ATTEST:

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT 1

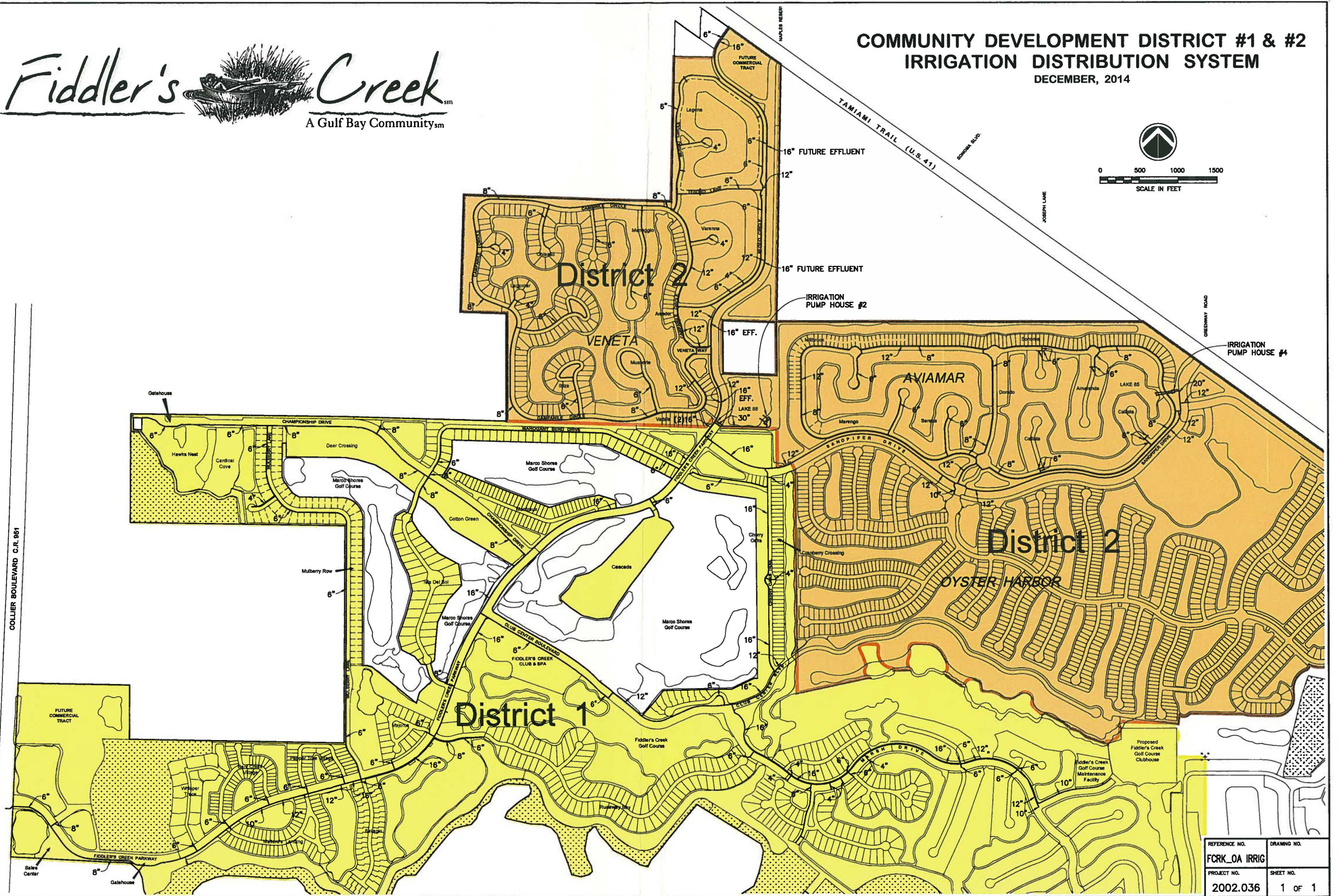
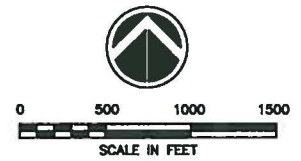
ATTEST:

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT 2

EXHIBIT "A"

TO

FIRST AMENDMENT TO INTERLOCAL AGREEMENT
[IRRIGATION DISTRIBUTION LINES]



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REFERENCE NO.	DRAWING NO.
FCRK_OA_IRRIG	
PROJECT NO.	SHEET NO.
2002.036	1 OF 1

SECOND
AMENDED AND RESTATED
INTERLOCAL AGREEMENT

This Second Amended and Restated Interlocal Agreement is entered into as of this 25 day of August, 2010 ["Amended and Restated Agreement"] The parties hereto are the same parties to that certain Interlocal Agreement entered into the 24 day of October, 2007, as amended and restated by that certain Amended and Restated Interlocal Agreement dated as of April 22, 2009, by and between the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT 1, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as FIDDLERS 1) and the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT NO. 2, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as FIDDLERS 2

WHEREAS, FIDDLERS 1 and FIDDLERS 2 have been established as community development districts pursuant to the procedures outlined within Chapter 190, Florida Statutes; and,

WHEREAS, pursuant to Florida Statutes, said community development districts have the right, authority and power to own, acquire, possess and maintain property, facilities and improvements necessary and appropriate to perform the powers, duties and obligations of said community development districts within the areas described on Exhibit A to FIDDLERS 1, and Exhibit B to FIDDLERS 2; and,

WHEREAS, it has been determined by the respective Board(s) of Supervisors for each of said community development districts that it would be an efficient utilization of certain property, improvements, facilities, personnel and equipment [particularly those

related to access control and irrigation water supply and distribution] to enter into an Interlocal Agreement pursuant to the provisions of Section 190.011(12), Florida Statutes and Part I of Chapter 163, Florida Statutes, the Florida Interlocal Cooperation Act of 1969", as amended, in order to more economically utilize certain property, improvements, facilities, personnel and equipment related to access control and irrigation water supply and distribution, in a manner advantageous to all and to annually allocate the costs thereof on an equitable pro-rata basis; and,

WHEREAS, Wrathell, Hunt & Associates, LLC., (hereinafter District Manager, pursuant to contracts with each of said districts, operates as district manager for each said district and has the resources and ability to calculate and allocate workload, resources and the financial contributions of each of said districts under this Agreement; and,

WHEREAS, an efficient utilization of property, improvements, facilities, personnel, equipment and vehicles related to access control and irrigation water supply and distribution will be realized by shared use and it is more economical for said districts to share said property, improvements, facilities, personnel, equipment and vehicles in the manner outlined herein; and,

WHEREAS, as a result of the foregoing, the parties hereto entered into that certain Interlocal Agreement dated as of the 24 day of October 2007, as amended and restated by that certain Amended and Restated Interlocal Agreement dated as of April 22, 2009 [the "Interlocal Agreement":]

NOW THEREFORE,

WITNESSETH

That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration exchanged from one party to the other, the aforesaid FIDDLERS 1 and FIDDLERS 2 hereby enter into this Amended and Restated Interlocal Agreement.

1. A. FIDDLERS 1 and FIDDLERS 2 agree that for the fiscal year beginning October 1, 2010 and ending September 30, 2011, as they jointly utilize the property, improvements, facilities, personnel, equipment and vehicles of each district related to access control and irrigation water supply and distribution, they will do so with the supervision and coordination of the district manager for each district; and with the allocation, on an equitable pro-rata basis, as calculated by the District Manager, of the cost of the property, improvements, facilities, personnel and equipment resources necessary related to access control and irrigation water supply and distribution, as outlined in the respective line items for same contained within the adopted budget of each district, a true and correct copy of said adopted budget for each said district being attached hereto and made a part hereof as Exhibit "C". The parties hereto agree that any proposed increase in the cost to provide said services shall require the prior approval of the Board of Supervisors of each district. In addition, each district shall be responsible for the costs and expenses associated with the time/value/carrying cost ["Cost"] of any funds advanced ["Advanced Funds"] resulting from the other district's [i.e. "Advance Funding District"] payment of costs, fees, expenses and charges in excess of the Advance Funding District's proportionate share otherwise required under this Agreement. The Cost of Advanced Funds not paid to the Advance Funding District within thirty (30) calendar days of being advanced, shall be a rate of interest equal to

that which the Advance Funding District would have earned on the Advanced Funds.

B. FIDDLERS 1 and FIDDLERS 2 agree that for the fiscal year beginning October 1, 2010 and ending September 30, 2011, as they both benefit from the operation and maintenance of that portion of the overall water management system commonly referred to as the Belle Meade Preserve [as depicted on the attached Exhibit "D"], each district agrees to pay for the unique costs associated with the maintenance of said Belle Meade Preserve, the allocation, on an equitable pro-rata basis, as calculated by the District Manager, of the maintenance cost necessary related to the maintenance of said Belle Meade Preserve, as outlined in the respective line items for same contained within the adopted budget of each district.

2. The parties hereto agree that any contracts with outside parties that are necessary or required to provide the services described herein for which the costs are shared by the districts, shall be required to obtain the approval of the Board of Supervisors of each district .

3. Any change in the allocation of the capital costs, operating costs or maintenance costs of the shared use of property, improvements, facilities, personnel and equipment under this Agreement shall be required to obtain the approval of the Board of Supervisors of each district.

4. A. Payments required to be made to provide the financial resources to be contributed by each of said parties hereto will be made as calculated by the District Manager. Said payments shall be made out of the appropriate budget accounts pursuant to the budgets adopted by each district and payments to personnel, vendors and lessors shall then be made by the District Manager.

B. Each party shall continue to maintain insurance coverage as determined by the District Manager with each other district named as additional named insured on such insurance policies.

5. A. This Interlocal Agreement shall remain in force and effect until September 30, 2011, after which time, on October 1, 2011 and each October 1st thereafter (the "Anniversary Date"), it shall be automatically extended for an additional one (1) year term [with a corresponding substitution of Exhibit "C" to reflect the forthcoming year's budgeted allocation for each district] unless any party advises the other party, in writing, not less than sixty (60) days prior to the Anniversary Date, that said party wishes to terminate this Interlocal Agreement, in which event this Interlocal Agreement shall terminate on the Anniversary Date. No party may otherwise terminate this Interlocal Agreement during the course of any fiscal year.

B. Each party shall deliver to the other, not less than 120 days prior to the Anniversary Date, a copy of that portion of each party's proposed upcoming budget attributable to access control and irrigation water supply and distribution for the next ensuing fiscal year. If any party believes that the other party has not proposed a budget for access control and irrigation water supply and distribution to provide for the allocation of the costs between the parties on an equitable pro-rata basis, then the District Manager shall attempt to mediate and reconcile the differences between the parties by meeting with the Chair(s) of each district [consistent with the requirements of the Sunshine Law] and report the results of said efforts to the parties.

C. If any party breaches any of the provisions of Paragraphs 2, 3 or 4 above, which breach continues for a period of 15 days after receipt of written notice

thereof from the other party, then the non-breaching party may terminate this Agreement upon not less than 30 days written notice to the other party.

6. The employment of the personnel necessary to perform the activities outlined herein shall be made by the District Manager.

7. The ownership, possession and custody of the property, improvements, and facilities necessary to be utilized shall be that of each district as their respective interests shall appear as of the date of execution of this Agreement. As to personal property which is the subject matter of leases the parties hereto agree to execute any consents or approvals required by any third parties under any existing leases to utilize said personal property in the manner outlined in this Agreement.

8. This Interlocal Agreement shall be recorded in the Public Records of Collier County, Florida and shall be binding upon all the parties hereto and their respective successors and assigns.

9. Any notices required to be provided hereunder shall be provided to the Registered Agent for the respective district.

10. This Amended And Restated Agreement supersedes and replaces the prior Agreement in its entirety.

IN WITNESS WHEREOF, the parties hereto have executed this Amended And Restated Interlocal Agreement on the day and year first above written.

ATTEST:

CQ E. Adams

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT 1

D. Broughman

ATTEST:

CQ E. Adams

FIDDLERS CREEK
COMMUNITY DEVELOPMENT
DISTRICT.2

J. White

AMENDED AND RESTATED
INTERLOCAL AGREEMENT

This Amended and Restated Interlocal Agreement is entered into as of this 22 day of APRIL, 2009 ["Amended and Restated Agreement"] The parties hereto are the same parties to that certain Interlocal Agreement entered into the 24th day of October, 2007, by and between the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as FIDDLERS #1); and the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #2, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as FIDDLERS #2).

WHEREAS, FIDDLERS #1 and FIDDLERS #2 have been established as community development districts pursuant to the procedures outlined within Chapter 190, Florida Statutes; and,

WHEREAS, pursuant to Florida Statutes, said community development districts have the right, authority and power to own, acquire, possess and maintain property, facilities and improvements necessary and appropriate to perform the powers, duties and obligations of said community development districts within the areas described on Exhibit A as to FIDDLERS #1, and Exhibit B as to FIDDLERS #2; and,

WHEREAS, it has been determined by the respective Board(s) of Supervisors for each of said community development districts that it would be an efficient utilization of certain property, improvements, facilities, personnel and equipment [particularly those related to access control and irrigation water supply and distribution] to enter into an

Interlocal Agreement pursuant to the provisions of Section 190.011(12), Florida Statutes and Part I of Chapter 163, Florida Statutes, the Florida Interlocal Cooperation Act of 1969", as amended, in order to more economically utilize certain property, improvements, facilities, personnel and equipment related to access control and irrigation water supply and distribution, in a manner advantageous to all and to annually allocate the costs thereof on an equitable pro-rata basis; and,

WHEREAS, Wrathell, Hart Hunt & Associates, LLC., (hereinafter District Manager), pursuant to contracts with each of said districts, operates as district manager for each said district and has the resources and ability to calculate and allocate workload, resources and the financial contributions of each of said districts under this Agreement; and,

WHEREAS, an efficient utilization of property, improvements, facilities, personnel, equipment and vehicles related to access control and irrigation water supply and distribution will be realized by shared use and it is more economical for said districts to share said property, improvements, facilities, personnel, equipment and vehicles in the manner outlined herein; and,

WHEREAS, as a result of the foregoing, the parties hereto entered into that certain Interlocal Agreement dated as of the 24th day of October, 2007, [the "Interlocal Agreement"].

NOW THEREFORE,

W I T N E S S E T H

That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration exchanged from one party to the other, the

aforesaid FIDDLERS #1 and FIDDLERS #2 hereby enter into this Amended and Restated Interlocal Agreement.

1. FIDDLERS #1 and FIDDLERS #2 agreed, that for the fiscal year beginning October 1, 2007 and ending September 30, 2008, as they jointly utilize the property, improvements, facilities, personnel, equipment and vehicles of each district related to access control and irrigation water supply and distribution, they will do so with the supervision and coordination of the district manager for each district; and with the allocation, on an equitable pro-rata basis, as calculated by the District Manager, of the cost of the property, improvements, facilities, personnel and equipment resources necessary related to access control and irrigation water supply and distribution, as outlined in the respective line items for same contained within the adopted budget of each district, a true and correct copy of said adopted budget for each said district being attached hereto and made a part hereof as Exhibit "C". The parties hereto agree that any proposed increase in the cost to provide said services shall require the prior approval of the Board of Supervisors of each district. In addition, each district shall be charged interest on any funds advanced ["Cost of Advanced Funds"], beginning thirty (30) days after the date the funds are advanced, resulting from the other district's [i.e. "Advance Funding District"] payment of costs, fees, expenses and charges in excess of the Advance Funding District's proportionate share otherwise required under this Agreement. The parties agree that the Cost of Advanced Funds shall be equal to the interest that the Advanced Funds would otherwise have earned in the Advancing District's operating account. Such interest shall not exceed the then current prime rate.

2. The parties hereto agree that any contracts with outside parties that are

necessary or required to provide the services described herein for which the costs are shared by the districts, shall be required to obtain the approval of the Board of Supervisors of each district .

3. Any change in the allocation of the capital costs, operating costs or maintenance costs of the shared use of property, improvements, facilities, personnel and equipment under this Agreement shall be required to obtain the approval of the Board of Supervisors of each district.

4. A. Payments required to be made to provide the financial resources to be contributed by each of said parties hereto will be made as calculated by the District Manager. Said payments shall be made out of the appropriate budget accounts pursuant to the budgets adopted by each district and payments to personnel, vendors and lessors shall then be made by the District Manager.

B. Each party shall continue to maintain insurance coverage as determined by the District Manager with each other district named as additional named insured on such insurance policies.

5. A. This Interlocal Agreement shall remain in force and effect until September 30, 2009, after which time, on October 1, 2010 and each October 1st thereafter (the "Anniversary Date"), it shall be automatically extended for an additional one (1) year term [with a corresponding substitution of Exhibit "C" to reflect the forthcoming year's budgeted allocation for each district] unless any party advises the other party, in writing, not less than sixty (60) days prior to the Anniversary Date, that said party wishes to terminate this Interlocal Agreement, in which event this Interlocal Agreement shall terminate on the Anniversary Date. No party may otherwise terminate

this Interlocal Agreement during the course of any fiscal year. No amendment or modification to any terms and provisions of this Agreement or the obligations and rights of the parties hereunder shall be effective unless provided in a written amendment executed by both parties.

B. Each party shall deliver to the other, not less than 120 days prior to the Anniversary Date, a copy of that portion of each party's proposed upcoming budget attributable to access control and irrigation water supply and distribution for the next ensuing fiscal year. If any party believes that the other party has not proposed a budget for access control and irrigation water supply and distribution to provide for the allocation of the costs between the parties on an equitable pro-rata basis, then the District Manager shall attempt to mediate and reconcile the differences between the parties by meeting with the Chair(s) of each district [consistent with the requirements of the Sunshine Law] and report the results of said efforts to the parties.

C. If any party breaches any of the provisions of Paragraphs 2, 3 or 4 above, which breach continues for a period of 15 days after receipt of written notice thereof from the other party, then the non-breaching party may terminate this Agreement upon not less than 30 days written notice to the other party.

6 The employment of the personnel necessary to perform the activities outlined herein shall be made by the District Manager.

7. The ownership, possession and custody of the property, improvements, and facilities necessary to be utilized shall be that of each district as their respective interests shall appear as of the date of execution of this Agreement. As to personal property which is the subject matter of leases. the parties hereto agree to execute any

consents or approvals required by any third parties under any existing leases to utilize said personal property in the manner outlined in this Agreement.

8. This Interlocal Agreement shall be recorded in the Public Records of Collier County, Florida and shall be binding upon all the parties hereto and their respective successors and assigns.

9. Any notices required to be provided hereunder shall be provided to the Registered Agent for the respective district.

10. This Amended And Restated Agreement supersedes and replaces the prior Agreement in its entirety.

IN WITNESS WHEREOF, the parties hereto have executed this Amended And Restated Interlocal Agreement on the day and year first above written.

ATTEST:



CQE Adams

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT #1



J. Bringham

ATTEST:



CQE Adams

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT #2



James C. Polite

INTERLOCAL AGREEMENT

This Interlocal Agreement entered into this 24th day of October, 2007, by and between the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "FIDDLERS 1"); and the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #2 , a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "FIDDLERS 2").

WHEREAS, FIDDLERS 1 and FIDDLERS 2 have been established as community development districts pursuant to the procedures outlined within Chapter 190, Florida Statutes; and,

WHEREAS, pursuant to Florida Statutes, said community development districts have the right, authority and power to own, acquire, possess and maintain property, facilities and improvements necessary and appropriate to perform the powers, duties and obligations of said community development districts within the areas described on Exhibit "A" as to FIDDLERS 1, and Exhibit "B" as to FIDDLERS 2; and,

WHEREAS, it has been determined by the respective Boards of Supervisors for each of said community development districts that it would be an efficient utilization of certain property, improvements, facilities, personnel and equipment [particularly those related to access control and irrigation water supply and distribution] to enter into an Interlocal Agreement pursuant to the provisions of Section 190.011(12), Florida Statutes and Part I of Chapter 163, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969", as amended, in order to more economically utilize certain property, improvements, facilities, personnel and equipment related to access control and

irrigation water supply and distribution, in a manner advantageous to all and to annually allocate the costs thereof on an equitable pro-rata basis; and,

WHEREAS, Wrathell, Hart Hunt & Associates, LLC., (hereinafter "District Manager"), pursuant to contracts with each of said districts, operates as district manager for each said district and has the resources and ability to calculate and allocate workload, resources and the financial contributions of each of said districts under this Agreement; and,

WHEREAS, an efficient utilization of property, improvements, facilities, personnel, equipment and vehicles related to access control and irrigation water supply and distribution will be realized by shared use and it is more economical for said districts to share said property, improvements, facilities, personnel, equipment and vehicles in the manner outlined herein.

NOW THEREFORE,

WITNESSETH

That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration exchanged from one party to the other, the aforesaid FIDDLERS 1 and FIDDLERS 2 hereby enter into this Interlocal Agreement.

1. FIDDLERS 1 and FIDDLERS 2 agree, for the fiscal year beginning October 1, 2007 and ending September 30, 2008 that as they will jointly be utilizing the property, improvements, facilities, personnel, equipment and vehicles of each district related to access control and irrigation water supply and distribution, they will do so with the supervision and coordination of the district manager for each district; and with the allocation, on an equitable pro-rata basis, as calculated by the District

Manager, of the cost of the property, improvements, facilities, personnel and equipment resources necessary related to access control and irrigation water supply and distribution, as outlined in the respective line items for same contained within the adopted budget of each district, a true and correct copy of said adopted budget for each said district being attached hereto and made a part hereof as Exhibit "C". The parties hereto agree that any proposed increase in the cost to provide said services shall require the prior approval of the Board of Supervisors of each district.

2. The parties hereto agree that any contracts with outside parties that are necessary or required to provide the services described herein for which the costs are shared by the districts, shall be required to obtain the approval of the Board of Supervisors of each district .

3. Any change in the allocation of the capital costs, operating costs or maintenance costs of the shared use of property, improvements, facilities, personnel and equipment under this Agreement shall be required to obtain the approval of the Board of Supervisors of each district.

4. A. Payments required to be made to provide the financial resources to be contributed by each of said parties hereto will be made as calculated by the District Manager. Said payments shall be made out of the appropriate budget accounts pursuant to the budgets adopted by each district and payments to personnel, vendors and lessors shall then be made by the District Manager.

B. Each party shall continue to maintain insurance coverage as determined by the District Manager with each other district named as additional named insured on such insurance policies.

5. A. This Interlocal Agreement shall remain in force and effect until September 30, 2008, after which time, on October 1, 2008 and each October 1st thereafter (the "Anniversary Date"), it shall be automatically extended for an additional one (1) year term [with a corresponding substitution of Exhibit "C" to reflect the forthcoming year's budgeted allocation for each district] unless any party advises the other party, in writing, not less than sixty (60) days prior to the Anniversary Date, that said party wishes to terminate this Interlocal Agreement, in which event this Interlocal Agreement shall terminate on the Anniversary Date. No party may otherwise terminate this Interlocal Agreement during the course of any fiscal year.

B. Each party shall deliver to the other, not less than 120 days prior to the Anniversary Date, a copy of that portion of each party's proposed upcoming budget attributable to access control and irrigation water supply and distribution for the next ensuing fiscal year. If any party believes that the other party has not proposed a budget for access control and irrigation water supply and distribution to provide for the allocation of the costs between the parties on an equitable pro-rata basis, then the District Manager shall attempt to mediate and reconcile the differences between the parties by meeting with the Chair(s) of each district [consistent with the requirements of the Sunshine Law] and report the results of said efforts to the parties.

C. If any party breaches any of the provisions of Paragraphs 2, 3 or 4 above, which breach continues for a period of 15 days after receipt of written notice thereof from the other party, then the non-breaching party may terminate this Agreement upon not less than 30 days written notice to the other party.

6 The employment of the personnel necessary to perform the activities

outlined herein shall be made by the District Manager.

7. The ownership, possession and custody of the property, improvements, and facilities necessary to be utilized shall be that of each district as their respective interests shall appear as of the date of execution of this Agreement. As to personal property which is the subject matter of leases, the parties hereto agree to execute any consents or approvals required by any third parties under any existing leases to utilize said personal property in the manner outlined in this Agreement.

8. This Interlocal Agreement shall be recorded in the Public Records of Collier County, Florida and shall be binding upon all the parties hereto and their respective successors and assigns.

9. Any notices required to be provided hereunder shall be provided to the Registered Agent for the respective district.

ATTEST:


Secretary/Assistant Secretary

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT #1


Chairman/Vice Chairman

ATTEST:


Secretary/Assistant Secretary

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT # 2


Chairman/Vice Chairman

SECOND AMENDMENT TO INTERLOCAL AGREEMENT
[IRRIGATION]

This Second Amendment To Interlocal Agreement [Irrigation] is entered into as of this ____ day of _____, 2024 (“Second Amendment”).

The parties hereto are the same parties to that certain Interlocal Agreement entered into the 24th day of October 2007 by and between the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as FIDDLERS #1); and the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #2, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as FIDDLERS #2) (the “Interlocal Agreement”); as amended and restated by that certain Amended and Restated Interlocal Agreement dated as of April 22, 2009 (the “Amended and Restated Agreement”); as further amended by that certain Second Amended and Restated Interlocal Agreement dated as of August 25,, 2010 (the “Second Amended and Restated Agreement”); and, as further amended by that certain First Amendment To Interlocal Agreement [Irrigation Distribution Lines] “First Amendment”) dated as of December 17, 2014; said Interlocal Agreement and all prior amendments and restatements hereinafter being referred to as the “Interlocal Agreement, as Amended”; and,

WHEREAS, the Districts desire to update certain terms and conditions of the Interlocal Agreement, as amended, to reflect the current revised boundaries of each District and to remove references to access control..

NOW THEREFORE,

WITNESSETH

That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration exchanged from one party to the other, the aforesaid FIDDLERS #1 and FIDDLERS #2 hereby enter into this Second Amendment To Interlocal Agreement.

1. The current boundaries of FIDDLERS #1 are as depicted and described on the attached **Exhibit "A-1"**, which **Exhibit "A-1"** is incorporated into and made part of the Interlocal Agreement, as Amended. The current boundaries of FIDDLERS #2 are as depicted and described on the attached **Exhibit "A-2"**, which **Exhibit "A-2"** is incorporated into and made part of the Interlocal Agreement, as Amended.

2. The irrigation water distribution lines of each respective District are depicted and identified on the attached Exhibit "B" which **Exhibit "B"** is incorporated into and made part of the interlocal Agreement, as Amended.

3. All references to "access control" in the Interlocal Agreement, as Amended, are hereby deleted.

4. This Second Amendment shall be recorded in the Public Records of Collier County, Florida and shall be binding upon all the parties hereto and their respective successors and assigns.

5. All other terms and conditions of the Interlocal Agreement, as Amended not amended hereby remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amended To Interlocal Agreement on the day and year first written above written.

ATTEST:

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT #1

ATTEST:

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT #2

H:\1998\1998070\DW\EXHIBITS\FCDD\District 1\CDD EX-6_color 2024-03-19.dwg Tab: COLOR PHASING Mar 20, 2024 - 2:08pm Plotted by: GarrettGrabowski

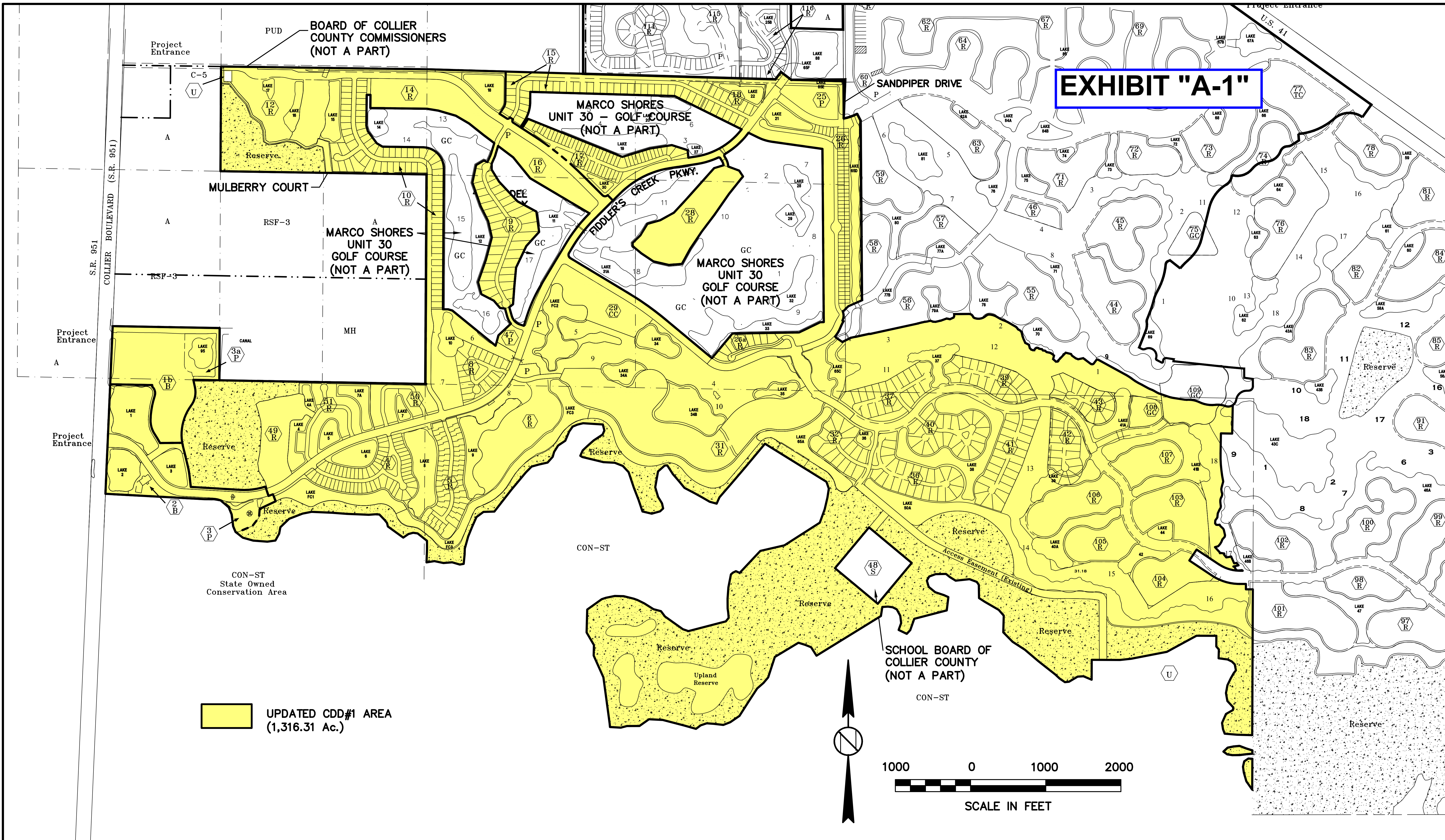
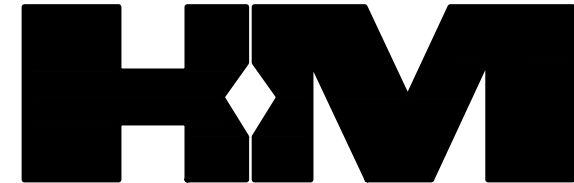


EXHIBIT "A-1"

DESIGNED BY W.T.C./JON	DATE 03/24
DRAWN BY G.J.G.	DATE 03/24
CHECKED BY W.T.C.	DATE 03/24
VERTICAL SCALE N/A	HORIZONTAL SCALE NOTED

FIDDLER'S CREEK



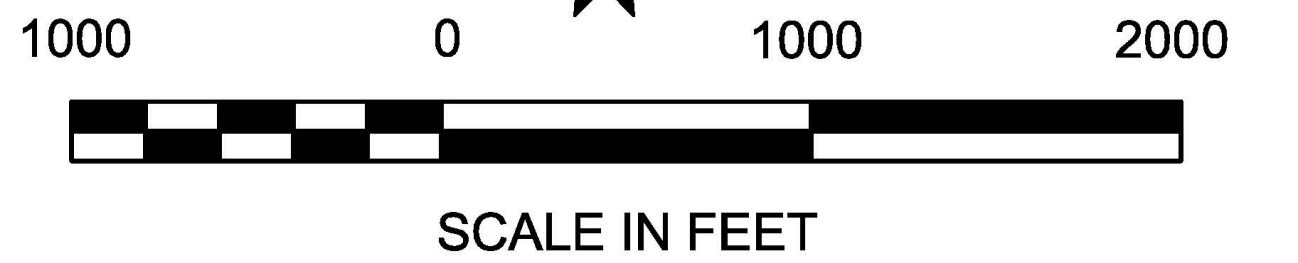
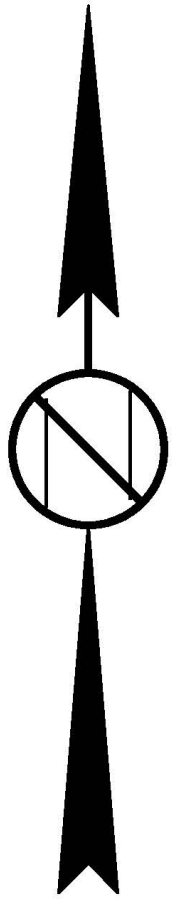
HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS


950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

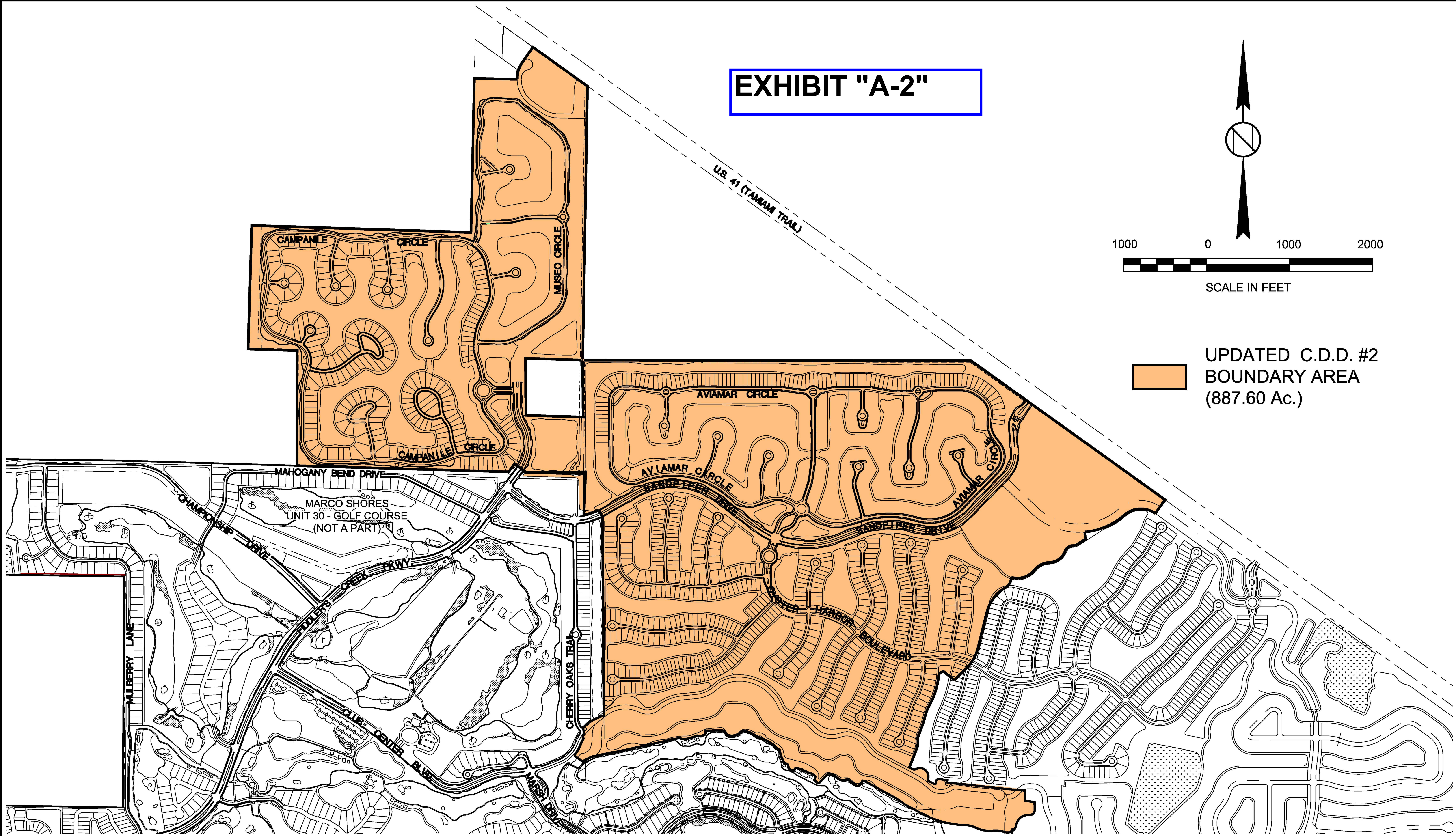
Community Development
District #1

CAD FILE NAME: CDD EX-6	DRAWING NO. EX170831
PROJECT NO. 1998.070	SHEET NO. 1 of 1

EXHIBIT "A-2"



 **UPDATED C.D.D. #2
BOUNDARY AREA
(887.60 Ac.)**



H:\1998\199807\01\DWG\EXHIBITS\FCCDD\District 2\CDD2 CLR_2024-03-19.dwg Tab: CDD2 Color Mar 20, 2024 - 9:12am Plotted by: GarrettGrabowski

DESIGNED BY W.T.C.	DATE 03/24
DRAWN BY G.J.G.	DATE 03/24
CHECKED BY W.T.C.	DATE 03/24
VERTICAL SCALE N/A	HORIZONTAL SCALE NOTED

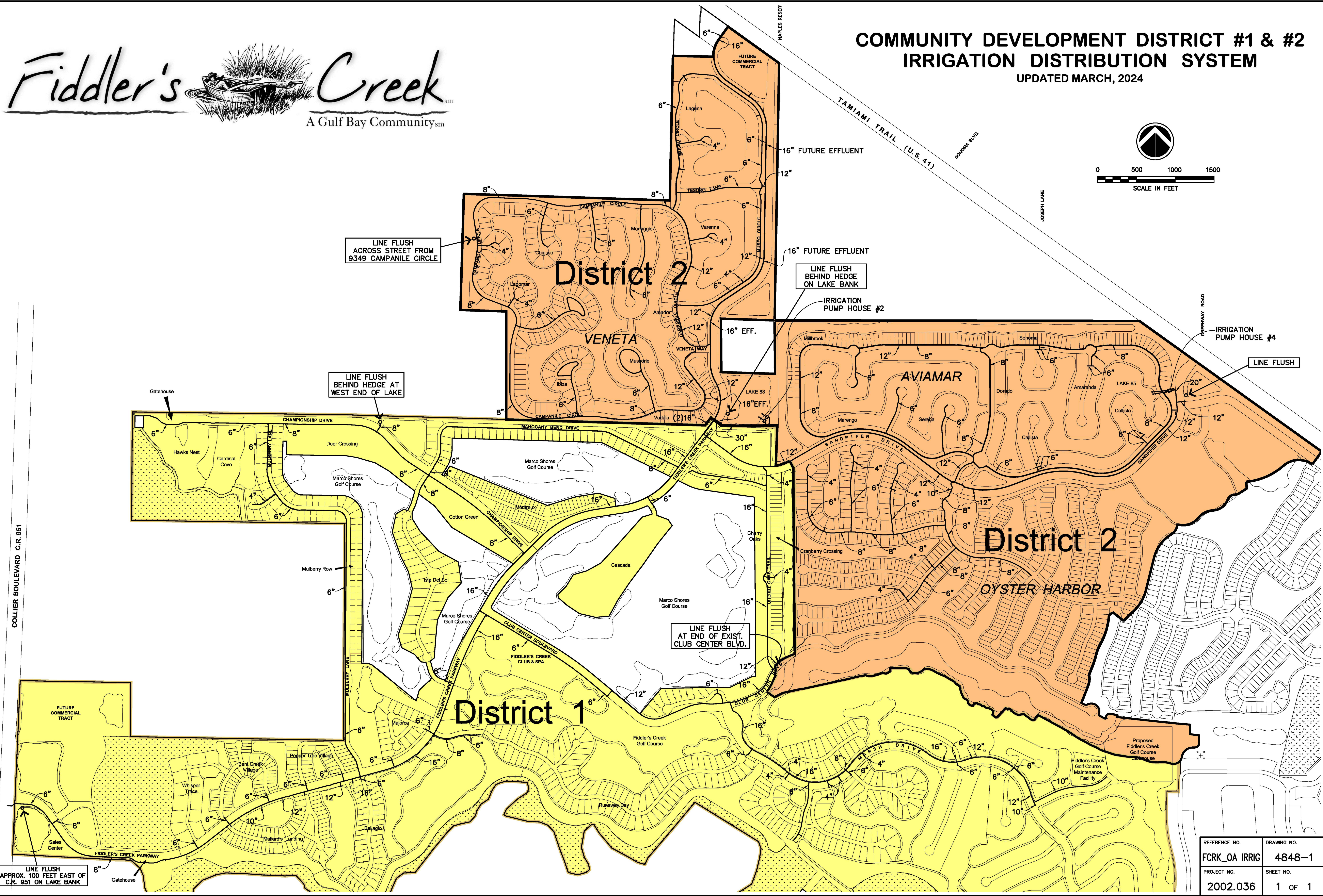
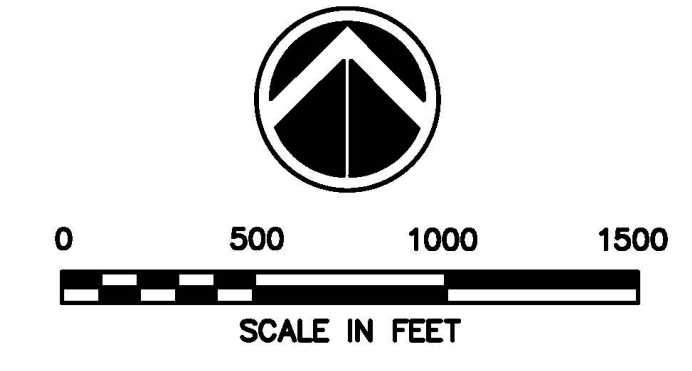
FIDDLER'S CREEK



950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

**Community Development
District #2**

CAD FILE NAME: CDD2 CLR	DRAWING NO. SK20170831
PROJECT NO. 1998.070	SHEET NO. 1 OF 1



LINE FLUSH
ACROSS STREET FROM
9349 CAMPANILE CIRCLE

LINE FLUSH
BEHIND HEDGE
ON LAKE BANK

LINE FLUSH
BEHIND HEDGE AT
WEST END OF LAKE

LINE FLUSH
AT END OF EXIST.
CLUB CENTER BLVD.

LINE FLUSH

LINE FLUSH
APPROX. 100 FEET EAST OF
C.R. 951 ON LAKE BANK

REFERENCE NO.	DRAWING NO.
FCRK_OA IRRIG	4848-1
PROJECT NO.	SHEET NO.
2002.036	1 OF 1

H: 1998 V998070.DWG EXHIBITS V irrigation_VCK_OA Irrig_2018-09.dwg Tab: 500p Mar 19, 2024 - 4:50pm Plotted by: CorrettForawski

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2**

10A



Divisions of Southern Striping Solutions, LLC.
 239.591.5903 office
 239.719.7087 cell
 239.280.0762 fax
www.collierpave.com

PROPOSAL

Date: 3/12/2024
 Estimate #: 23-713
 Project: Fiddlers Creek CDD 2 (Chiasso Court milling and resurfacing).
 Contractor: Cleo Adams - District Manager - Wrathell, Hunt & Associates, LLC
 Location: Chiasso Ct. Naples
 Scope: Concrete, Milling, Paving, Striping

Item No.	Description	Quantity	Unit	Unit Price	Extension
	Mobilization, General Conditions	1	LS	\$ 2,298.00	\$ 2,298.00
	Demo & Replace 3' Valley Gutter at Inlets	40	LF	\$ 125.36	\$ 5,014.40
	Mill Existing Asphalt, 0.75"	2050	SY	\$ 7.20	\$ 14,760.00
	Pave Asphalt Type S-III, 0.75"	2050	SY	\$ 12.90	\$ 26,445.00
	Pavement Markings Per Existing	1	LS	\$ 450.00	\$ 450.00
				Total:	\$ 48,967.40

TERMS AND CONDITIONS

30% Deposit Due Prior to Mobilization and Final Payment Due at Completion
 Price excludes all full depth repair to Sub-base
 Price excludes all replacement of any Wheel Stops
 Price excludes all concrete repairs or replacements
 No Permits, Fee's or Bond
 No traffic control or devices
 No Testing
 No Q/C Plan or Services
 No Fine Grade of sub-base
 Progress invoicing based on work completed
 Price submitted is good for 30 days from date of proposal
 Excludes all Asphalt over-runs due to yielding sub-grade or Base
 Asphalt material costs subject to (Fuel Cost Adjustment) base on market pricing after 90/days form contract.
 Final Prices Based on Field Measurements

**J. Alex
DeMarco**

Digitally signed by J. Alex DeMarco
 DN: cn=J. Alex DeMarco, o, ou, email=alex@collierpave.com, c=US
 Date: 2024.03.19 12:43:57 -04'00'

 Eddie Rey
 Estimator/Project Manager

Date of Acceptance _____
 by: _____



**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2**

10B



Divisions of Southern Striping Solutions, LLC.

239.591.5903 office

239.719.7087 cell

239.280.0762 fax

www.collierpave.com

PROPOSAL

Date: 3/19/2024
 Estimate #: 24-172
 Project: Fiddlers Creek CDDII - Vadala Bend Mill Resurface
Cleo Adams
 District Manager
 Contractor: Wrathell, Hunt & Associates, LLC
9220 Bonita Beach Road Suite #214
Bonita Springs, FL 34135
 Location: Vadala Bend, Naples Fl
 Scope: Milling, Paving, Striping

Item No.	Description	Quantity	Unit	Unit Price	Extension
	Mobilization, General Conditions	1	LS	\$ 2,424.75	\$ 2,424.75
	Mill Existing Asphalt, 1.00"	1202	SY	\$ 7.51	\$ 9,027.02
	Pave Asphalt Type S-III, 1.00"	1202	SY	\$ 16.73	\$ 20,109.46
	Pavement Markings & Signage	1	LS	\$ 645.00	\$ 645.00
				Total:	\$ 32,206.23

TERMS AND CONDITIONS

30% Deposit Due Prior to Mobilization and Final Payment Due at Completion
 Price excludes all full depth repair to Sub-base
 Price excludes all replacement of any Wheel Stops
 Price excludes all concrete repairs or replacements
 No Permits, Fee's or Bond
 No traffic control or devices
 No Testing
 No Q/C Plan or Services
 No Fine Grade of sub-base
 Progress invoicing based on work completed
 Price submitted is good for 30 days from date of proposal
 Excludes all Asphalt over-runs due to yielding sub-grade or Base
 Asphalt material costs subject to (Fuel Cost Adjustment) base on market pricing after 90/days form contract.
 Final Prices Based on Field Measurements

Eduardo Rey
 Eddie Rey
 Estimator/Project Manager

Date of Acceptance _____

by: _____



**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2**

10C

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2**

10D



PROPOSAL

Divisions of Southern Striping Solutions, LLC.

239.591.5903 office

239.351.6080 cell

239.280.0762 fax

www.collierpave.com

Date: 12-Mar-24

Estimate # _____

Project: Veneta Community, Museo Circle
Fiddler's Creek CDD2

Contractor: Wrathell, Hunt & Associates, LLC

Location: Fiddler's Creek - Naples, FL

Scope: Valley Gutter & Sidewalk
Repairs

Item No.	Description	Unit	Quantity	Unit Price	Extension
0.1	Mobilization & General Conditions	LS	1	\$ 1,167.00	\$ 1,167.00
0.2	Concrete Valley Curb Repairs	LF	78	\$ 68.30	\$ 5,327.40
0.3	Concrete Sidewalk Repairs	SF	72	\$ 26.96	\$ 1,941.12
		TOTAL PRICE SUBMITTED			\$ 8,435.52

TERMS AND CONDITIONS

Price excludes all full depth repair to Sub-base

Price excludes all replacement of any Wheel Stops

No Permits, Fee's or Bond

No Testing

No Q/C Plan or Services

No Fine Grade of sub-base

Progress invoicing based on work completed

Excludes all Asphalt over-runs due to yielding sub-grade or Base

Asphalt material costs subject to (Fuel Cost Adjustment) base on market pricing after 30/days from contract.

This proposal shall become part of any sub-contract, contract or any agreement Collier Paving & Concrete enters into.

J. Alex
DeMarco

Digitally signed by J. Alex DeMarco
DN: cn=J. Alex DeMarco, o, ou,
email=alex@collierpave.com, c=US
Date: 2024.03.12 09:45:53 -0400

J. Alex DeMarco
Director of Operations

Date of Acceptance _____

by: _____



Divisions of Southern Striping Solutions, LLC.

239.591.5903 office

239.351.6080 cell

239.280.0762 fax

www.collierpave.com

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

12

**SECTION 4
CONTRACT**

THIS CONTRACT made and entered into this day of , 2024, by and between The Fiddler’s Creek Community Development District #2, Collier County, Florida, party of the first part (hereinafter sometimes called the "District") and _____ party of the second part, hereinafter called the "Contractor".

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, and the covenants and conditions herein mutually agree as follows:

ARTICLE I. SCOPE OF WORK

The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform and complete high-quality maintenance of the landscaping areas set forth in the contract documents as identified in Article 6 of this Agreement.

ARTICLE II.

The District shall pay the Contractor for the faithful performance of the contract in lawful money of the United States and subject to additions and deletions as provided in the contract documents as follows:

For proposal(s) **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**

On a monthly basis, only for work completed during that month.

The aggregate amount of proposal(s) within the contract is in the sum of \$ _____ for the first twelve (12) month period.

The aggregate amount of proposal(s) within the contract is in the sum of \$ _____ for the second twelve (12) month period.

ARTICLE III.

The Contractor shall commence work on the date outlined in the Notice To Proceed issued by the District_ or as set forth in Section 3.38 of the General Conditions, as applicable, and the work shall be performed in accordance with these contract documents.

Termination - The contract shall terminate on _____. The District reserves the right to cancel this contract in accordance with Section 3.32 if work is not performed in a satisfactory manner as determined in the sole and absolute discretion of the district. Notice shall be in writing and delivered by certified mail to the Contractor.

ARTICLE IV.

The Contractor has carefully examined the described right-of way, water management areas and similar planting areas and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. In no event shall the District be responsible for the payment of any claim by the Contractor for repair or replacement of any landscape materials, including but not limited to irrigation systems, plants, shrubs, sod, trees and palms, upon execution of this contract by the parties hereto. It is expressly agreed that, under no circumstances, conditions, or situations, shall this contract be more strongly construed against the District than against the Contractor.

Any ambiguity or uncertainties in the detailed proposal and in any other contract documents shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

It is distinctly understood and agreed that the approval, and/or acceptance of any part of the work by the District as in compliance with the terms of this contract and related specifications covering said work, shall not operate as a waiver by district of the strict compliance with any other terms and conditions of the contract and related specifications proposed not performed by the Contractor, after written notice in accordance with article VI of this agreement.

ARTICLE V. PAYMENT

Contractor shall provide the District an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month. Payment of amounts due and not subject to set off hereunder on said invoices will be made by District within twenty (25) calendar days of said invoice. No payments shall be due or payable for work not performed or materials not furnished.

Bills for any travel expenses must be submitted in accordance with the provisions of section 112.061, FL Statutes. In no event shall the District be required to make payment for defective or incomplete work, or other expenses not approved in writing by the District.

ARTICLE VI. INDEMNIFICATION

Contractor shall defend at its cost and expense and shall indemnify and hold harmless the District and all of its agents, attorneys and employees from and against all liability, claims, demands, losses and expenses, including attorney's fees arising out of, or resulting from the performance of work under this contract, or is caused in whole or in part by any negligent act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder. Each of the indemnities given by the Contractor herein and elsewhere in the Contract Documents, is given in consideration of the first \$100.00 of the contract sum, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Contractor.

ARTICLE VII. CONTRACT DOCUMENT

This contract includes the following documents (the "Contract Documents"), the terms, contents and conditions of which are fully incorporated herein by reference:

- Notice to Contractor
- Instructions to Bidders and all written Addenda or clarifications
- General Conditions
- Contract Agreement
- Proposal
- Detailed Specifications

ARTICLE VIII. MISCELLANEOUS

8.1 Any ambiguity or uncertainties in the detailed proposal and in any other Contract Documents shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

8.2 It is distinctly understood and agreed that the approval, and / or acceptance of any part of the work by the District as in compliance with the terms of the Contract Documents and other related specifications covering said work, shall not operate as a waiver by the District of the strict compliance with any other terms and conditions of the Contract Documents and other related specifications or plans.

8.3 This contract relates to work to be performed by Contractor in the State of Florida, and the laws of such State shall govern the construction of this contract and its terms. Contractor waives and relinquishes its right to commence or maintain an action at law or equity arising out of this contract in any place other than Collier County, Florida, which shall be the exclusive venue for any action.

8.4 In the event either party to this contract is required to retain legal counsel or other expert consultants to enforce any of its rights or to enforce any of the other party's obligations under this contract, the prevailing party shall recover its reasonable attorney's fees and consultant's fees from the non-prevailing party together with court costs incurred in any litigation and in any appellate, bankruptcy or post-judgement proceeding.

The term “attorney’s fees” as used in this contract shall include fees for paralegals and fees prior to litigation, and in any litigation, bankruptcy, appellate or post-judgement proceedings. The existence of any such dispute shall not be grounds for any failure to perform by the Contractor.

8.5 Unless a contract between the Contractor and any Sub-Contractors or vendors provides otherwise, the provisions of section 287.0585, FL Statutes shall apply as to late payments by the Contractor to Sub-Contractors and vendors.

8.6 The District shall have the right to unilaterally cancel this contract for the refusal by the Contractor to all public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes and made or received by the Contractor in conjunction with this contract.

8.7 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the District.

8.8 If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

8.9 The paragraph captions, when used, in this contract and section caption of the General Conditions are for convenience only and shall not be used in interpretation hereof.

9.0 This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

ARTICLE IX. NOTICES

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be in accordance with section 3.18 with the General Conditions:

District: Attention: Cleo Adams
Fiddler’s Creek Community Development District #2
9220 Bonita Beach Road, Suite #214
Bonita Springs, FL 34135

With a copy to:
Mr. Anthony Pires
Woodward, Pires and Lombardo, PA
3200 Tamiami Trail
Suite 200
Naples, FL 34103

Contractor:

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT
DISTRICT #2
BOARD OF SUPERVISORS

By: _____
Chesley E. Adams Jr., Secretary

By: _____
Elliot Miller, Chairman

By: _____
Anthony P. Pires Jr., District Counsel

Signed, sealed and witnessed in the
presence of:

As to Contractor:

By: _____

By: _____

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2**

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Cane Toads in SWFL

Invasive species, invading Florida

An invasive species is defined as a species that is not native to Florida's ecosystem and can cause, or is likely to cause, environmental harm. The Cane toads, also known as Bufo toads, is one of many invasive species that has hopped into Southwest Florida and doesn't plan on leaving on its own. It is important to know about the Cane toads when living in the area, especially with pets.

The Cane toads were originally introduced to Florida back in the 1930's and 1940's. Their native land is South America. Man brought them to the sugarcane fields, south of Okeechobee, to help control the bug population in a natural way. Once the population of Cane toads were settled, they did not actually help as a natural pest control like Man thought they would, so they moved on to other ideas. Meanwhile, the Cane toads were able to sustain a population and their numbers started to increase.

Cane toads reproduce very quickly. One female Cane toad can have up to 36,000 eggs in one sitting, twice a year. Once the eggs are laid in the water, they hatch into tadpoles within 48 hours. The tadpoles are then in that stage of life for three to five weeks, depending on how warm the water is. Breeding times occur twice in a year, the first in the early spring and the second occurring later in summer.



Above Picture: Cane toads mating in the water. This picture was taken by our Pesky Varmints Wildlife Technician when inspecting a property in Bonita Springs, Florida.



Above Picture: Adult 'breeder' Cane toads removed from one community in one night in Naples, Florida by Pesky Varmints. These Cane toads were donated to the biologist at the Naples Conservancy to help study and research these invasive toads. Picture courtesy of the Naples Conservancy.

www.PeskyVarmintsFL.com

Protect your pet against Cane Toads

Being aware of your surroundings will help save your pets life

The toxin from the adult Cane toads can seriously harm and even kill pets and wildlife if it is ingested. The toxin glands are located on each side of the Cane toad's head. They release the toxin as their defense. Once this toxin has been swallowed by dogs, cats, or even small mammals, it can cause disorientation, red gums, foaming of the mouth, seizures and even death within 15 minutes.

If your pet does come into contact with the poison from a Cane toad, we recommend wiping their mouth out with a clean, dry rag. Do not let them swallow any water and get them to the vet immediately.

By removing Cane toad attractants and hiding spots around your home, it could help protect your furry loved one when they are out enjoying the yard. Always remember to be aware of your surroundings while walking your dog.

- Walk your pet on a leash and keep an eye on where they are sniffing around.
- Bring a flashlight when walking in the late evening and early morning.
- Keep landscape trimmed up and thinned out from the ground up. Cane toads will hide under thick bushes.
- Take away anything that holds water. Cane toads seek out water sources!
- Do not keep pet food outside or on the lanai. Cane toads are attracted to pet food.
- Add screens to the end of downspouts. Cane toads will hide there during the day to get out of the sun.
- Check underground propane and utility boxes. Cane toads will use these areas for a hiding spot to get out of the sun during the day.

Native Toads and Frogs Protecting our Native Species

Protecting our native toads and frogs is very important. They often get confused for the Cane toads because of their markings and features. Learn how to identify a Cane toad and protect Florida's ecosystem.

Page 2

The Scoop of the Day Control the Population

Removing the Cane toads in all stages of life will help to control the population. Take a walk on the wild side and see how Pesky Varmints can help control the Cane toad population in your community.

Page 3

Cane Toad 101 Frequently asked Q&A's

Review frequently asked questions regarding the invasive Cane toads. If you have a question for Pesky Varmints, email us at Info@PeskyVarmintsFL.com. Meet some of Pesky Varmints' Team Members.

Page 4

www.PeskyVarmintsFL.com

Cane Toads VS Native Toads and Frogs

Protect Florida's native species

Being able to identify a Cane toad is important in protecting Florida's native species. Cane toads generally range in size from 6 to 9 inches long. Cane toads can be confused with Florida's native Southern toad. Adult cane toads are much larger than adult Southern toads, which only grow to a maximum size of approximately 3.6 inches. Their markings can be similar.



Above Picture: Southern Toad, Florida's native species of toad that is beneficial to the ecosystem. This picture was taken by one of Pesky Varmints' Wildlife Technicians while working a property in Bonita Springs, Florida.

Treefrogs can often get confused with the juvenile Cane toads. Always remember that toads, in general, are strictly ground dwellers. They do not have the suction on their feet like frogs do to climb walls and ceilings. Even the juvenile Cane toads will be found on the ground only.



Above Picture: Leopard Frog. This picture was taken by one of Pesky Varmints' Wildlife Technicians while working a property in Naples, Florida.

Bullfrogs are native to Florida and can often be found around a water source. They are not harmful to pets or humans. As a matter of fact, if you've ever seen frog legs on a menu, it's more than likely the Bullfrog!



Above Picture: Bullfrog. This picture was taken by one of Pesky Varmints' Wildlife Technicians while working a property in Bonita Springs, Florida.



Pictures Above: The left picture is a Cane toad eating a softshell turtle hatchling in Fort Myers, Florida. The right picture is a Cane toad eating a baby blue bird that had fallen out of the nest in Naples, Florida. Both pictures were taken by Pesky Varmints' Wildlife Technicians while working properties at night.

The Diet of the Cane Toad

Learn how Cane toads are harming Florida's ecosystem

Not only can the toxin from a Cane toad harm wildlife if they ingest it, but our Wildlife Technicians have found Cane toads eating wildlife too! We have found adult Cane toads eating softshell turtle hatchlings, rodents, and baby birds.

Cane toads are also found to be cannibalistic. This means that the adult Cane toads will prey on the smaller, juvenile Cane toads for a food source. This does help to eliminate some of the smaller Cane toads that have just grown their legs from the tadpole stage. Although this helps somewhat with the large numbers, it is still not enough to keep the population under control.

Cane toads compete with our native species for their food source. This includes bugs and small insects.

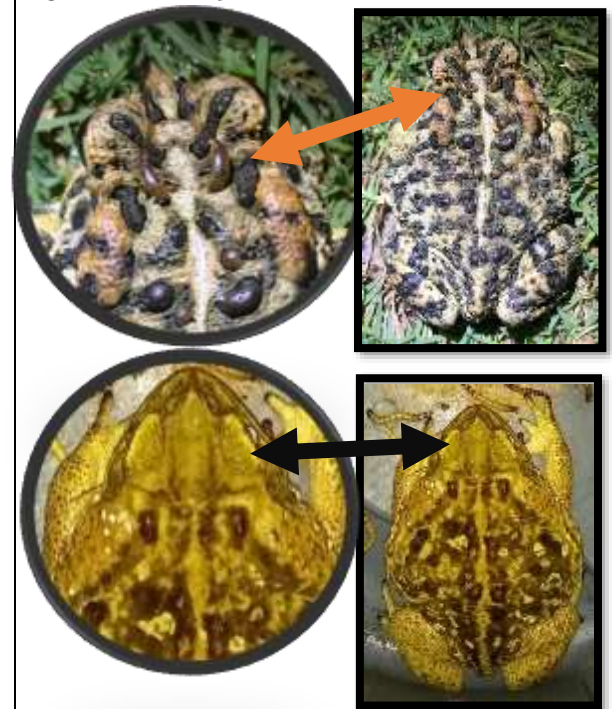
The Cane toads enjoy receiving an easy meal, and no better place for a toad than right underneath a light at night. The exterior lights that are left on at night attracts bugs closer to the home. The bugs will bring in small treefrogs and lizards, which will also attract the Cane toads. By turning off lights at night or switching to a bug light and/or motion sensor light, it will remove the food-chain, making it a less desirable place for the Cane toad to be.

Although Cuban treefrogs are not native to Florida, they do not have the toxin like the Cane toads. They cause harm to the ecosystem because they compete for the same food source as our native toads and frogs, and they also prey on native frogs and lizards.

Identifying a Cane Toad

Remove the invasive species

One of the easiest ways to tell the Cane toad and Native toad apart is by looking on top of their head. The Southern toad, native to Florida, has a crest on top of their head. Think of the crest as a crown, and they should be treated as royalty. The toads with the crown can be left alone. The invasive Cane toad has a smooth head. They do not have the crest like the Southern toads.



Above Pictures: The top picture is a Southern toad, showing the crest on top of the head. The bottom picture is a Cane toad, showing the smooth head, no crest.

239-353-PEST (7378)

The Scoop of the Day

Helping the ecosystem hop forward



Above Picture: Two Cane toads on a property in Estero, Florida. This picture was taken by one of Pesky Varmints' Wildlife Technician while working a community at night.

The Cane toads have no real predators in the Florida's ecosystem. They reproduce rapidly and the population can easily grow out of control. Being an invasive species, eradication is not a realistic goal. Controlling the population from all ends of their lifecycle will help to bring their population down to a manageable level. Removing the Cane toad eggs, tadpoles and adult breeder toads will bring the number of Cane toads down, while raising the Southern toad population. Regular removal visits will start to balance out the ecosystem within your community.

The mating call of the Cane toad can become very loud during breeding times. The first round of breeding occurs in late February into March when the weather starts to warm up. It continues throughout March into April. The Cane toads start to come out of their winter hibernation stage as the temperatures get warmer. They immediately begin their mating calls and start to breed. The second round of breeding occurs around August going into September and can last throughout October. Although the Cane toads do not actually breed in the summertime, it is still a very active time for the Cane toads. The weather is hot and humid, making it the perfect climate for these pesky toads. When the weather cools down in December and January, the Cane toads go dormant.

Pesky Varmints recommends completing Cane toad control visits between the most active times, going from February to November. We can offer the perfect program for your community to help control the Cane toad population. Email us at Info@PeskyVarmintsFL.com to find out more details.

www.PeskyVarmintsFL.com

Removing Eggs and Tadpoles

Control the population from all lifecycles

The Cane toad eggs look like little black marbles attached together with a long string. They are in this stage of life for such a short period time, that it is hard to find and remove them. When the female first lays her eggs, they can be found in the water against the lake banks.

The Cane toad tadpoles are much easier to notice, and in some cases, they are hard NOT to notice! In the water, they stay close together in a tight clutch and can appear to look like a big black cloud in the water.



Pictures Above: The left picture shows Cane toad eggs. The right picture shows a clutch of Cane toad tadpoles that were removed from a lake.



Above Picture: Cane toad tadpoles in a lake. This picture was taken from one of our Wildlife Technician's while working a community located in Bonita Spring, Florida.

www.PeskyVarmintsFL.com

Cane Toad Tadpoles VS Native Tadpoles

Not all tadpoles are bad

It is important not to remove the native tadpoles that are in the water. The goal is to remove only the invasive Cane toad tadpoles so the natives can start to build their population back.

Pesky Varmints uses the toxin from an adult Cane toad to lure in the Cane toad tadpoles. Once a drop of the toxin is placed in the water, the Cane toad tadpoles start to swim quickly over to it. The native tadpoles are not attracted to it and will not go towards it.

Once the tadpoles have been correctly identified as Cane toads, it is important to remove those clutches from the water. Scooping them out is the best way to get most of them removed. Traps might be placed in lakes that have a lot of grass around the banks to lure them out of their hiding spots. These traps are not left for long periods of time, they are only in the water while our Wildlife Technicians are on site to monitor them. We can determine what is needed for the communities' lakes to take the proper steps in removing the Cane toad tadpoles.



Above Picture: Adult 'breeder' Cane toads removed from one community in one night in Naples, Florida by Pesky Varmints. These Cane toads were donated to the biologist at the Naples Conservancy to help study and research these invasive toads. Picture courtesy of the Naples Conservancy.

Frequently asked Cane Toad Questions

Keeping your home and pets safe while protecting Florida's ecosystem



Lindsey Floyd, Owner
Pesky Varmints



Dan Floyd, Owner
Pesky Varmints

Who can help to eradicate them? You can! If you see a toad around your home, remove it and humanely euthanize it. For safety purposes, we recommend gloves and eye protection. Get a plastic bag and pick it up the way you would pick up after your pet when you're on a walk. It wouldn't hurt to double bag it! Put it in an old cooler with ice until your next garbage day. Also recommended is putting it in your freezer... but who wants a Cane toad in their freezer... so a cooler with ice is the alternative. Look to eliminate any hiding places and standing water on your property. Thin out your landscape from the ground up so there are not any places they can hide.

How are Cane toads harming our wildlife and pets? These invasive toads' prey on our natural wildlife, including our native toads and tree frogs. The Pesky Varmints team has even seen these toads eating our native wildlife such as softshell turtles, rodents and even baby birds! They also compete for the same food source, which poses a threat to our native critters. The Cane Toads release a poison that is highly toxic to your pets and native animals and can cause serious illness and even death.

Where did they come from? These toads are native to South America but were brought to Florida in the 1930's and 1940's to help control beetles and insects in the sugar cane fields. These toads are strictly ground dwellers, they do not hop high or climb so it was discovered they were not a very good pest control when they couldn't reach the bugs! Being a nonnative species to Florida, they have no known predators here, and the fact that they breed twice a year is the perfect storm for the population to get out of control.

When are they most active? Cane toads are most active during the nighttime hours. Sitting in the hot Florida sun will dry their skin up, which is why they try to hide out in a shady place during the daytime. Like most amphibians, these toads love the hot and humid weather, and the summer rains bring them out and about.

How can I be sure I am seeing a Cane toad and not our Native toads? The best way is to take a picture of what you are seeing and email it to us at Info@PeskyVarmintsFL.com. We have trained professionals that can help identify the species for you.

www.PeskyVarmintsFL.com
239-353-PEST (7378)
Info@PeskyVarmintsFL.com

Why is it important to get involved? This invasive species has no known predators in the Florida ecosystem, and they breed rapidly. It is important for everyone to help eradicate these poisonous toads to help protect all your furry family members and the beautiful Florida wildlife



Mike Strauss, Wildlife Specialist
For Pesky Varmints



Dan, Mike, and Lindsey
Removing Pythons from the Everglades

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

14

From: [Terry Cole](#)
To: [Joe Parisi](#); [Anthony Pires](#)
Cc: [jschmitt@comcast.net](#); [joseph.schmitt@fiddlerscreekcdd1.net](#); [Chuck Adams \(adamsc@whhassociates.com\)](#); [Mark Minor \(mminor@gradyminor.com\)](#); [Aaron Haak](#)
Subject: RE: FIDDLER"S CREEK CDD #1 DRAFT AGENDA 3/27
Date: Thursday, March 21, 2024 6:42:35 PM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image008.png](#)
[F. Creek CDD1 - revised boundary map.pdf](#)
[F. Creek CDD1 S & L - revised boundary.pdf](#)
[F. Creek CDD2- revised boundary map.pdf](#)
[F. Creek CDD2 S & L - revised boundary.pdf](#)
[Exhibit C - 240122 Memo CDD Proposed Improvements.pdf](#)

Joe and Tony,

I have attached the following:

CDD1 – revised boundary map, and also the revised sketch and legal description (not sure which one you want to use).

CDD2 – revised boundary map, and also the revised sketch and legal description (not sure which one you want to use).

The above would be used for Exhibits A-1 and A-2 (the “Properties”) as described in the Agreement.

They could also possibly be used as Exhibits B-1 and B-2 (the “Easements”) as described in the Agreement. The CDD easements are shown on at least a few different plats and separate sketch and legal descriptions as I recall since there are 7 different drainage basins involved.

Exhibit C – January 22, 2024 Memo from Mark Minor

Please let me know if you have any questions.

thank you,

W. TERRY COLE, P.E.

Senior Vice President | Hole Montes, a BOWMAN company

950 Encore Way, Naples, FL 34110

O: (239) 254-2000 | D: (239) 254-2024 | M:239-572-3316

tcole@bowman.com | bowman.com



As of May 15, 2023, Hole Montes has officially joined Bowman.

Bowman is a national professional services firm offering multi-disciplinary engineering, planning, surveying,

AGREEMENT
FOR ACCESS AND CONSTRUCTION
[Basins I, OH, A1, B1, C, H2, H3]

THIS AGREEMENT FOR ACCESS AND CONSTRUCTION (“Agreement”) is made and given this _____ day of _____, 2024 (the “Effective Date”) by and between **FCC GOLF CLUB, LLC**, a Florida limited liability company (“**FCC GOLF**”), with an address of 8156 Fiddler’s Creek Parkway, Naples, Florida 34110; **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**, a special purpose local government unit established pursuant to the provisions of Ch. 190, F.S. (“**CDD#1**”) and **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**, a special purpose local government unit established pursuant to the provisions of Ch. 190, F.S. (“**CDD#2**”); CDD #1 and CDD#2 individually, and at times collectively referred to herein as the CDDS.

RECITALS:

WHEREAS, the CDDS are the owners of the real property described and depicted on the attached **Exhibits “A-1”** and **“A-2”**, in Collier County, Florida (individually the “Property” and collectively the “Properties”); and

WHEREAS, the CDDS hold and possess various drainage, lake, lake maintenance and other easements on, over, across, under and upon the real property described and depicted on the attached **Exhibits “B-1”** and **“B-2”**, in Collier County, Florida (the “Easements”); and,

WHEREAS, the CDDS are special purpose local government units created for the purpose of planning, constructing, operating and maintaining certain community-wide infrastructure within the Fiddler’s Creek Community; and,

WHEREAS, FCC GOLF desires to embark on the project described in the Memorandum dated January 22, 2024, from Mark Minor, P.E. to Terry Cole P.E. titled “Fiddler’s Creek CDD 1 and 2 Proposed Improvements Summary”, a copy of which is attached hereto as **Exhibit “C”**, to construct and reconstruct certain drainage facilities and surface water management systems (“SWMS”) as described and depicted in the attached **Exhibit “C”**, said project hereinafter referred to as the “SWMS Project”; and,

WHEREAS, after written approval by the CDDS of the specific plans and specification for the SWMS Project (the “SWMS Plans”), where such SWMS Plans impact the Properties or surface water management systems of the CDDS, and required permit and development order applications. FCC GOLF shall construct and complete the SWMS Project in full compliance with the accepted SWMS Plans and all permits and development orders, and grant and convey to the CDDS all easements, interests, and conveyance documents required and deemed necessary by FCC GOLF and the CDDS, for the CDDS to own, possess, access, operate and maintain their individual completed Project improvements; and,

DRAFT 3.22.24

WHEREAS, FCC GOLF is desirous of obtaining from the CDDS a temporary right of access for FCC GOLF and FCC GOLF's contractor(s) ("FCC GOLF's Contractor(s)") for purposes of access to, from, on, over, across, under and upon the Properties and Easements, as necessary, to engage in, perform and complete the SWMS Project and to complete the Fiddler's Creek golf course renovation project ("FCGC Renovation Project") (the SWMS Project and FCGC Renovation Project are sometimes referred to collectively as the "Projects"; and individually as the "Project") per issued Federal, State and/or County permits and/or development orders, and the CDDS are willing to grant such temporary access and use, subject to the full compliance by FCC GOLF and FCC GOLF's Contractor(s) with all of the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the CDDS, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated herein.

2. **Grant by CDDS.** Subject to:

A. the prior written approval by CDD#1 of the SWMS Plans and related permits and development orders for the SWMS Project as to its Property and Easements; and

B. the prior written approval by CDD#2 of the SWMS Plans and related permits and development orders for the SWMS Project as to its Property and Easements; and

C. the prior written concurrence by the CDDS of the approved Modifications to or newly issued Environmental Resource Permits (and any changes and responses) by the South Florida Water Management District ("SFWMD") and all other required governmental agencies, for the Project; the CDDS grant to FCC GOLF and FCC GOLF's Contractor(s) a non-exclusive right and license to enter upon those areas of the Properties and Easements as approved by the CDDS, at locations approved by the CDDS, including but not limited to the SWMS Project and the FCGC Renovation Project access points; and

D. construct the drainage and SWMS improvements approved by the CDDS in strict conformance with all issued permits and development orders; and

E. perform and complete the Projects approved by the CDDS; and

F. upon completion and conveyance of the completed improvements to the CDDS and grant to the CDDS such easements and assurances required by the CDDS; all subject to the terms and conditions of this Agreement.

3. **Term of Grants.** The rights granted hereunder shall commence on the Effective Date and shall remain in effect until the later to occur of:

A. the completion of the Projects, or

B. [REDACTED] months following the Effective Date of this Agreement.

(the "Termination Date"). On the Termination Date, this Agreement and the rights granted hereunder shall automatically terminate, unless stated as surviving the termination, without the need of any further writing or notice, and be of no further force or effect.

4. **SWMS Project Plans, Permits, Fees, Costs, Expenses.**

A. FCC GOLF shall be responsible for all costs, fees, and expenses associated with the Projects and this Agreement, including but not limited to, the costs, fees and expenses relating to the preparation of SWMS Project Plans, applications to all applicable governmental agencies and the costs of construction; and

B. FCC GOLF shall also be responsible for all costs, fees, and expenses associated with the Projects incurred by the CDDS, including but not limited to the costs, fees, and expenses of the District Manager, District Counsel and District Engineer; and

C. FCC GOLF shall notify and provide copies to the CDDS of all permits or development orders for the SWMS Project; and

D. The CDDS must provide their prior written approval of all applications and all permit and development order Special Conditions for those areas that will affect the obligations of the CDDS, or impact the Properties such as roads, curbs, catch basins, valley gutters, sidewalks, access easements, lake bank maintenance requirements, drainage easements, etc. before the issuance of any such permits or development orders.

5. **Construction of the Projects.**

A. After the issuance of required permits and development orders for the SWMS Project, as approved by the CDDS, FCC GOLF and FCC GOLF's Contractor(s) shall be solely responsible for all construction activities for the Projects and restoration of the Properties and Easements [including but not limited to all Projects access points] occasioned by or caused by the activities of FCC GOLF or FCC GOLF's Contractor(s) in performing the Projects.

B. The SWMS Project work shall be commenced on or about April 1, 2024, diligently pursued, and performed in strict accordance with applicable laws, regulations, rules, codes, and ordinances, permits, development orders and the terms and conditions of this Agreement; and

C. The FCGC Renovation Project work shall be commenced on or about April 1st, 2024, diligently pursued, and performed in strict accordance with applicable laws, regulations, rules, codes, and ordinances, permits, development orders and the terms and conditions of this Agreement; and

D. In addition to the foregoing, the parties agree as follows:

1. Prior to commencement of construction of each Project, FCC GOLF and FCC GOLF's Contractor(s) will meet with the CDDS and CDDS' engineer and manager, to present a clear overview of the Properties and all Project areas, to review each Project's scope to ensure conformance with the approvals provided by the CDDS, coordinate work for each Project and agree on the access point(s) and associated conditions for each Project; and

2. FCC GOLF and/or FCC GOLF Contractor(s) shall videotape and photograph the current condition of all Project access points and shall provide a copy of said videos and photographs (collectively, the "Initial Conditions") to the CDDS; and

3. After completion of each Project, FCC GOLF and FCC GOLF's Contractor(s) will complete a walk-through of the Project work area and access easements that impacted the Properties with the CDDS and their agents(s) to note any conditions inconsistent with the Initial Conditions or damage to the Properties to include roadways, sidewalks, curbs, catch basins, valley gutters and landscaping caused by FCC GOLF or FCC GOLF's Contractor(s), and to define any additional drainage, lake and shore line maintenance areas that will transferred to the CDDS for operations; and

4. FCC GOLF and FCC GOLF's Contractor(s) shall:

a. take all steps necessary to complete the Projects approved by the CDDS in accordance with the SWMS Plans and Initial Conditions to the satisfaction of the CDDS and the permitting agencies, and provide and deliver such written certifications of compliance and completion as required by the CDDS.

b. Any and all access points on over or across the Properties and Easements approved by the CDDS, will be completely restored to the Initial Conditions to the satisfaction of the District Engineer for the CDDS, at the sole cost and expense of FCC GOLF; and

c. FCC GOLF shall grant the CDDS such easements (with a form and content as approved by the CDDS) determined by the CDDS as

being necessary to operate and maintain the completed SWMS Project improvements; and

d. FCC GOLF shall execute and deliver to the CDDS any documents of transfer or conveyance (with a form and content as approved by the CDDS) determined by the CDDS as being necessary to own, operate and maintain the completed SWMS Project improvements, including but not limited to bills of sale, waivers of lien, warranties and affidavits; and

e. Deliver three (3) sets of As-Built drawings of the completed SWMS Project improvements for those areas operated, maintained, controlled, or owned by the CDDS, certified by a Florida licensed professional engineer, in paper and electronic format; and

f. Transfer and assign all warranties for the SWMS Project improvements.

6. Insurance.

FCC GOLF and FCC GOLF's Contractor(s) shall, at all times while this Agreement remains in effect, carry, keep and maintain (and require their contractors and consultants that enter the Properties and Easements to carry, keep and maintain) in full force and effect insurance coverages as outlined herein. All such insurance (except Workers' Compensation) shall name the CDDS as additional named insureds, shall include a waiver of subrogation against the CDDS, and shall provide that no policy is cancelable and may not be materially changed or restricted until the CDDS have received at least 30 days prior written notice thereof from the insurance company. FCC GOLF and FCC GOLF's Contractor(s) shall provide the CDDS with duplicate copies of all insurance policies containing such coverage or appropriate certificates evidencing such coverage.

FCC GOLF and FCC GOLF's contractor(s) shall provide and maintain during the life of this Agreement, insurance that will protect the FCC GOLF, FCC GOLF's Contractor(s) and any subcontractors performing the Project under the Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from Project performed, whether such operations be by the FCC GOLF, FCC GOLF's Contractor(s) or by any subcontractors or by anyone directly or indirectly employed by any of them. FCC GOLF and FCC GOLF's Contractor(s) shall also provide and maintain during the life of this Agreement insurance that will indemnify and hold harmless the CDDS, and its agents, officers, Supervisors, and employees from and against all claims, costs, expenses, including attorneys' fees and damages arising out of or resulting from performance the Project under this Agreement, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage, loss or expenses: (a) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of property, including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act of the FCC GOLF, FCC GOLF's Contractor(s), its employees, agents, officers, or

subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

FCC GOLF, and FCC GOLF's Contractor(s), at their sole cost and expense, shall obtain and maintain in full force during the term of this Agreement such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; (4) claims for damages, claims or losses because of or resulting from cyber security incidents and data breach incidents in the form of cyber liability insurance and data breach insurance; and (5) claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Agreement, whether such services, work and operations are performed by FCC GOLF and FCC GOLF Contractor(s), its employees, or by any sub-contractor(s) or sub-sub-contractor(s) or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable. The insurance protection set forth hereinabove shall be obtained and written for not less than the following limits of liability, or as required by law, whichever is greater.

FCC GOLF and FCC GOLF's Contractor(s) shall obtain and maintain the following insurance coverages, and in the type, amounts and in conformance with the following minimum requirements:

A. WORKERS' COMPENSATION

Coverage for all employees with statutory limits in compliance with applicable State and Federal laws. In addition, the policy must include the following:

1. Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.

B. COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and with the Florida Office of Insurance Regulation and must include the following:

1. Minimum limits of \$2,000,000 per occurrence and \$5,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$2,000,000 for Property Damage Liability, or a minimum combined single limit of \$5,000,000.

2. Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

3. This shall include Premises and/or Operations, Independent Contractors, and Products and/or Completed Operations, Broad Form Property damage, XCU Coverage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis. The CDDS, their officers and employees shall be included as an Additional Insureds.

C. BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and with the Florida Office of Insurance Regulation and must include the following:

1. Minimum limits of \$1,000,000 per person and \$3,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$3,000,000.

2. Coverage shall include owned vehicles, hired, and leased, or non-owned vehicles.

D. CYBER LIABILITY INSURANCE AND DATA BREACH INSURANCE

1. Minimum limits of \$1,000,000 per occurrence and minimum \$3,000,000 in the aggregate.

E. ALL RISK BUILDERS RISK OR INSTALLATION FLOATER (If Applicable)

All Risk coverage, with the limits of insurance to equal 100% of the completed contract amount of such addition(s), buildings(s), or structure(s). Any deductible is the responsibility of the Contractor. The CDDS shall be named as an additional insured.

F. SUBCONTRACTORS

It shall be the responsibility of FCC GOLF, and FCC GOLF's Contractor(s) to ensure that all subcontractors carry Automobile Liability, General Liability and Workers' Compensation in compliance with statutory limits.

FCC GOLF agrees and FCC GOLF's Contractor(s) shall agree in all contracts with FCC GOLF that the required insurance coverages are not intended to and shall not, in any manner, limit or reduce the liabilities and obligations assumed by FCC GOLF and FCC GOLF's Contractor(s), its agents, employees, subcontractors, etc. The CDDS will be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by FCC GOLF and FCC GOLF's Contractor(s) to meet requirements of this Agreement.

Policies will not be canceled, non-renewed, or reduced in scope of coverage until at least thirty (30) days prior written notice has been given to the CDDS, and only if substitute equivalent coverage in compliance with this Agreement is provided.

All such insurance shall be obtained from companies listed and authorized to do business in the field of insurance in the State of Florida and are authorized and licensed

to provide the insurance required herein. Insurance provided by out-of-state reinsurers shall not be acceptable.

At the time of execution of this Agreement, FCC GOLF and FCC GOLF's Contractor(s) will file with the District Manager certificates of such insurance and endorsements naming the CDDS as additional insureds as required herein, that are acceptable to the CDDS.

7. Indemnification.

FCC GOLF and FCC GOLF's Contractor(s) hereby agree to indemnify and do indemnify and hold harmless the CDDS from any losses, damages or awards arising out of personal injury or death or property damage resulting solely from the work associated with the Projects, or activities occurring in, on, over, upon or under the Properties or Easements. FCC GOLF and FCC GOLF's Contractor(s) assumes liability for and shall indemnify, defend and save harmless the CDDS as well as all of their agents, employees, officers, directors, Supervisors, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys' fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of FCC GOLF and FCC GOLF's Contractor'(s) presence at the site of the Projects for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Site and the condition, operation, ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This Agreement also obligates FCC GOLF and FCC GOLF's Contractor(s) to indemnify and save harmless the CDDS for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of Contractor's or their subcontractors at the site of the Work.

FCC GOLF and FCC GOLF's Contractor(s) understand and agree that it is obligated and shall indemnify the CDDS, for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of FCC GOLF and FCC GOLF's Contractor(s) and its subcontractors, agents, employees, officers, directors, successors and assigns. FCC GOLF and FCC GOLF's Contractor(s) obligation to indemnify and defend the CDDS, is absolute, including instances where the CDDS are found potentially liable, responsible or at fault and in those instances where CDDS own negligence or actions caused said damage or injury in part. Notwithstanding FCC GOLF and FCC GOLF's Contractor(s) hereby acknowledge that the first \$100.00, paid under this Agreement as sufficient and valuable consideration from the CDDS to FCC GOLF and FCC GOLF's Contractor(s) as specific consideration for this indemnification. This indemnification and obligations shall survive the completion of the Projects.

8. No Liens. FCC GOLF and FCC GOLF's Contractor(s) shall not allow or permit any liens to be filed as to the Properties or Easements and shall take all steps necessary to remove any lien that is filed. If any liens shall be filed against the Properties, or Easements FCC GOLF and FCC GOLF's Contractor(s) shall cause such liens to be

released, satisfied and discharged of record, or transferred to cash or surety bond in accordance with applicable law within five (5) calendar days from the date FCC GOLF and FCC GOLF's Contractor(s) receives notice and confirmation that such liens have been filed or recorded. FCC GOLF's Contractor(s) agrees to defend the CDDS from liens or claims arising out of FCC GOLF's Contractor(s) performance of the Projects work. This indemnification and obligations shall survive the completion of the Projects.

9. E-Verification.

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., FCC GOLF and FCC GOLF's Contractor(s) and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. FCC GOLF and FCC GOLF Contractor(s) shall require each of its subcontractors to provide FCC GOLF with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. FCC GOLF and FCC GOLF contractor(s) shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of the CDDS, FCC GOLF and FCC GOLF Contractor(s), or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

The CDDS, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but FCC GOLF and FCC GOLF's Contractor(s) otherwise complied, shall promptly notify FCC GOLF and FCC GOLF's Contractor(s) and FCC GOLF and FCC GOLF's Contractor(s) shall immediately terminate the contract with the subcontractor. A contractor terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. FCC GOLF and FCC GOLF's Contractor(s) acknowledge that upon termination of this Agreement by the CDDS for a violation of this section by FCC GOLF or FCC GOLF's Contractor(s), FCC GOLF and FCC GOLF's Contractor(s) may not be awarded a public contract for at least one (1) year. FCC GOLF and FCC GOLF's Contractor(s) further acknowledge that FCC GOLF and FCC GOLF's Contractor(s) are liable for any additional costs incurred by the CDDS as a result of termination of any contract for a violation of this section. FCC GOLF and FCC GOLF's Contractor(s) or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. FCC GOLF and FCC GOLF's Contractor(s) shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

10. Relationship of the Parties. Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the CDDS and FCC GOLF or FCC GOLF's Contractor(s).

11. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue and jurisdiction for any dispute

arising out of this Agreement shall be in a Florida state court of appropriate jurisdiction in Collier County, Florida.

12. **No Amendment or Waiver.** This Agreement shall not be altered, amended, changed, waived, terminated, or otherwise modified in any respect or particular unless the same shall be in writing and signed by the parties hereto.

13. **Notice.** Any notice, demands, requests or communication of any kind required or permitted hereunder shall be sufficiently given if sent by (i) overnight carrier, (ii) United States registered or certified mail, postage prepaid, return receipt requested, or (iii) or by pdf electronic transmission with confirmation of receipt, to the parties, or their respective agents, at their address set forth below or at such other address each may designate from time to time. Any such notice, demand, request or communication should be sent to:

If to FCC GOLF:

FCC Golf Club, LLC
8156 Fiddler's Creek Parkway
Naples, Florida 34110
Attn: Joseph Livio Parisi, Esq.
Email: Parisij@gulfbay.com

And

FCC Golf Club, LLC
8156 Fiddler's Creek Parkway
Naples, Florida 34110
Attn: Aaron Haak, Esq.
Email: Haaka@gulfbay.com
Attn: Jonathan Walsh
Email: Walshj@gulfbay.com

If to the CDDS:

FIDDLER'S CREEK COMMUNITY
DEVELOPMENT DISTRICT #1
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Chesley 'Chuck' Adams
Email: adamsc@whhassociates.com

FIDDLER'S CREEK COMMUNITY
DEVELOPMENT DISTRICT #2
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Chesley 'Chuck' Adams
Email: adamsc@whhassociates.com

With a copy to:

Woodward, Pires & Lombardo, P.A
3200 Tamiami Trail North, Suite 200
Naples, Florida 34103
Attention: Anthony Pires, Jr., Esq.
Email: APires@wpl-legal.com

Any such notice, demand, request, or communication shall be deemed to have been duly given or served on the date shown on the return receipt or other evidence of delivery, if mailed.

14. **Parties.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

15. **Litigation.** In the event of litigation between the parties with respect to this Agreement or the performance of the obligations hereunder, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including, but not limited to, reasonable attorneys' fees of counsel selected by the prevailing party.

16. **Severability.** If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

17. **Headings.** The headings of the various sections of this Agreement have been inserted for the purpose of convenience; such headings shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions herein.

18. FCC GOLF affirms that it has the full right, power and authority to execute and enter into this Agreement.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. The signatures of the parties on copies of this Agreement, or any amendments hereto, transmitted by facsimile or electronic transmission shall be deemed originals for all purposes of this Agreement and binding upon the parties.

20. **Project Records.** The following provisions are required by §119.0701, Fla. Stat., and may not be amended. FCC GOLF shall keep and maintain public records required by the CDDS to perform the services required under this Agreement. Upon request from the CDDS custodian of public records, FCC GOLF shall provide the CDDS with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. FCC GOLF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the Agreement's term and following completion of the Agreement if FCC GOLF does not transfer the public records to the CDDS. Upon completion of the Agreement, FCC GOLF may transfer, at no cost, to the CDDS all public records in possession of FCC or keep and maintain public records required by the CDDS to perform the services required under the Agreement.

If FCC GOLF transfers all public records to the CDDS upon completion of the Agreement, FCC GOLF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FCC GOLF keeps and maintains public records upon completion of the Agreement, FCC GOLF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CDDS, upon request from the CDDS' custodian of public records, in a format that is compatible with CDDS information technology systems. The failure of FCC GOLF to comply with the provisions set forth in this Section or the public records Law, FCC GOLF shall be deemed to have breached a material provision of the Agreement, shall constitute a Default and Breach of this Agreement, all for which, the CDDS may terminate the Agreement.

IF FCC GOLF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FCC GOLF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 498-9020 ADAMSC@WHHASSOCIATES.COM WRATHELL, HUNT AND ASSOCIATES, LLC., CHUCK ADAMS, DISTRICT MANAGER, 9220 BONITA BEACH ROAD, SUITE 214, BONITA SPRINGS, FLORIDA 34135.

21. **No Recording** Neither a copy of this Agreement nor any memorandum thereof shall be recorded in any public records.

22. **Data Security.** No confidential data collected, maintained, or used during performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the CDDS either during the period of the Agreement or thereafter. FCC GOLF warrants that the work product and any other materials to be provided hereunder will not knowingly contain any virus, worm, Trojan Horse, tracking software, or devices capable of identifying users or tracking use, or any undocumented software locks or drop-dead devices which would render inaccessible or impair in any way the operation of the Project or any other hardware, software or data of the CDDS or any representative of the CDDS which the work product is designed to work with. In the event of a breach of security as defined in section 501.171, Florida Statutes, FCC GOLF shall notify the CDDS immediately, but no later than ten (10) calendar days following a determination of a breach of data security. Additionally, FCC GOLF shall fully cooperate, at its own expense, with the CDDS regarding the CDDS statutory notification requirements.

[The Remainder of this Page is Intentionally Left Blank]
[Signatures of the Parties on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

FCC GOLF CLUB, LLC

WITNESSES:

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

ATTEST:

_____, Secretary

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

Signature: _____
Printed Name: _____
Title: _____

ATTEST:

_____, Secretary

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

Signature: _____
Printed Name: _____
Title: _____

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[Exhibits on the Following Pages]

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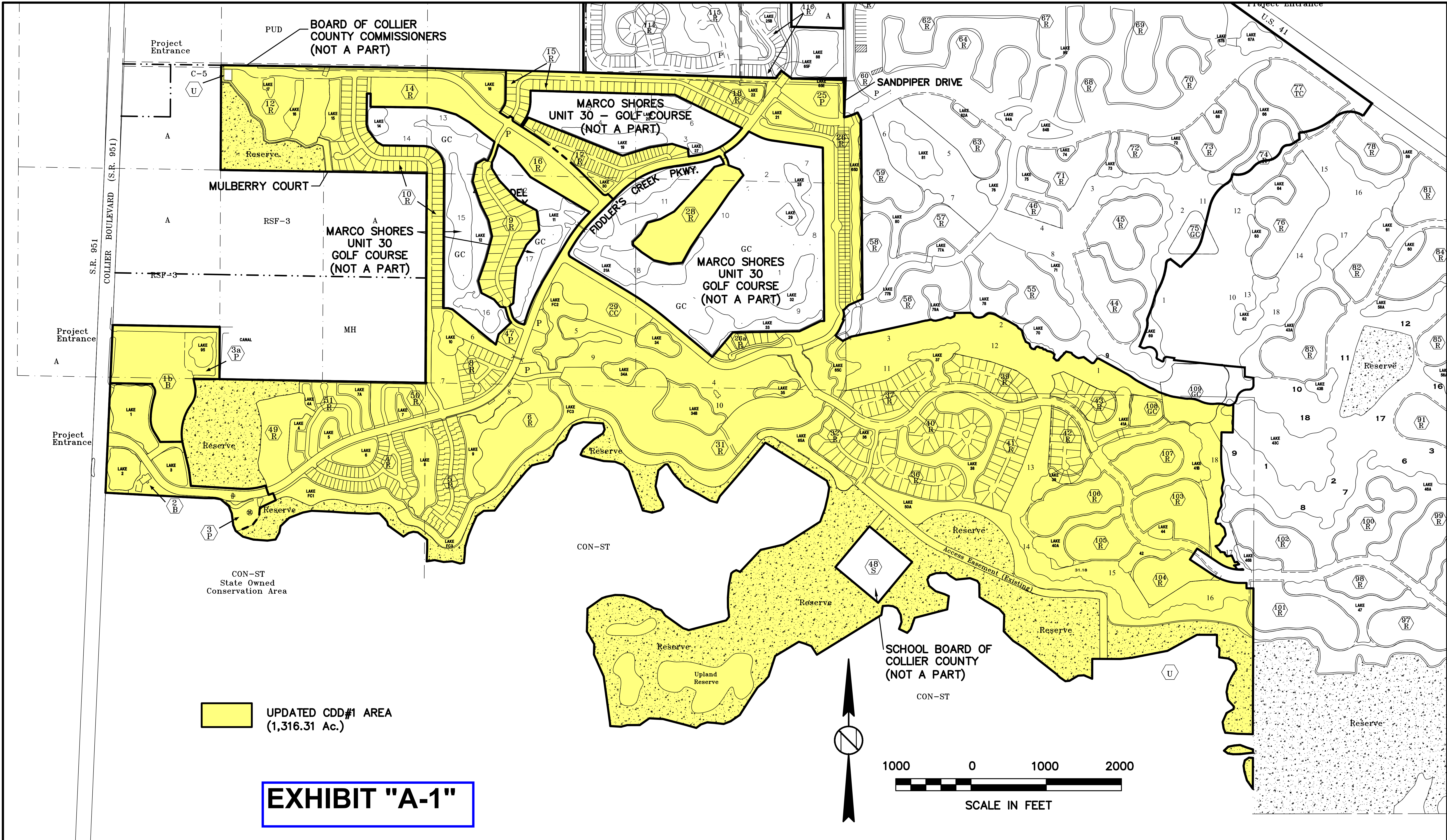


EXHIBIT "A-1"

DESIGNED BY W.T.C./JON	DATE 03/24
DRAWN BY G.J.G.	DATE 03/24
CHECKED BY W.T.C.	DATE 03/24
VERTICAL SCALE N/A	HORIZONTAL SCALE NOTED

FIDDLER'S CREEK

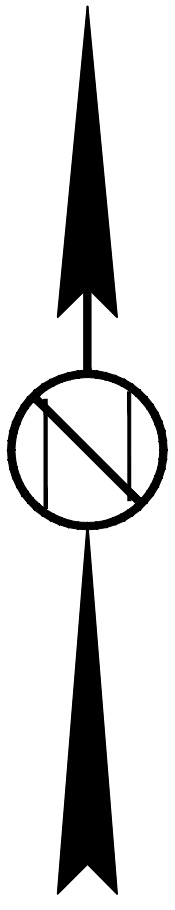


950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772


Community Development
District #1

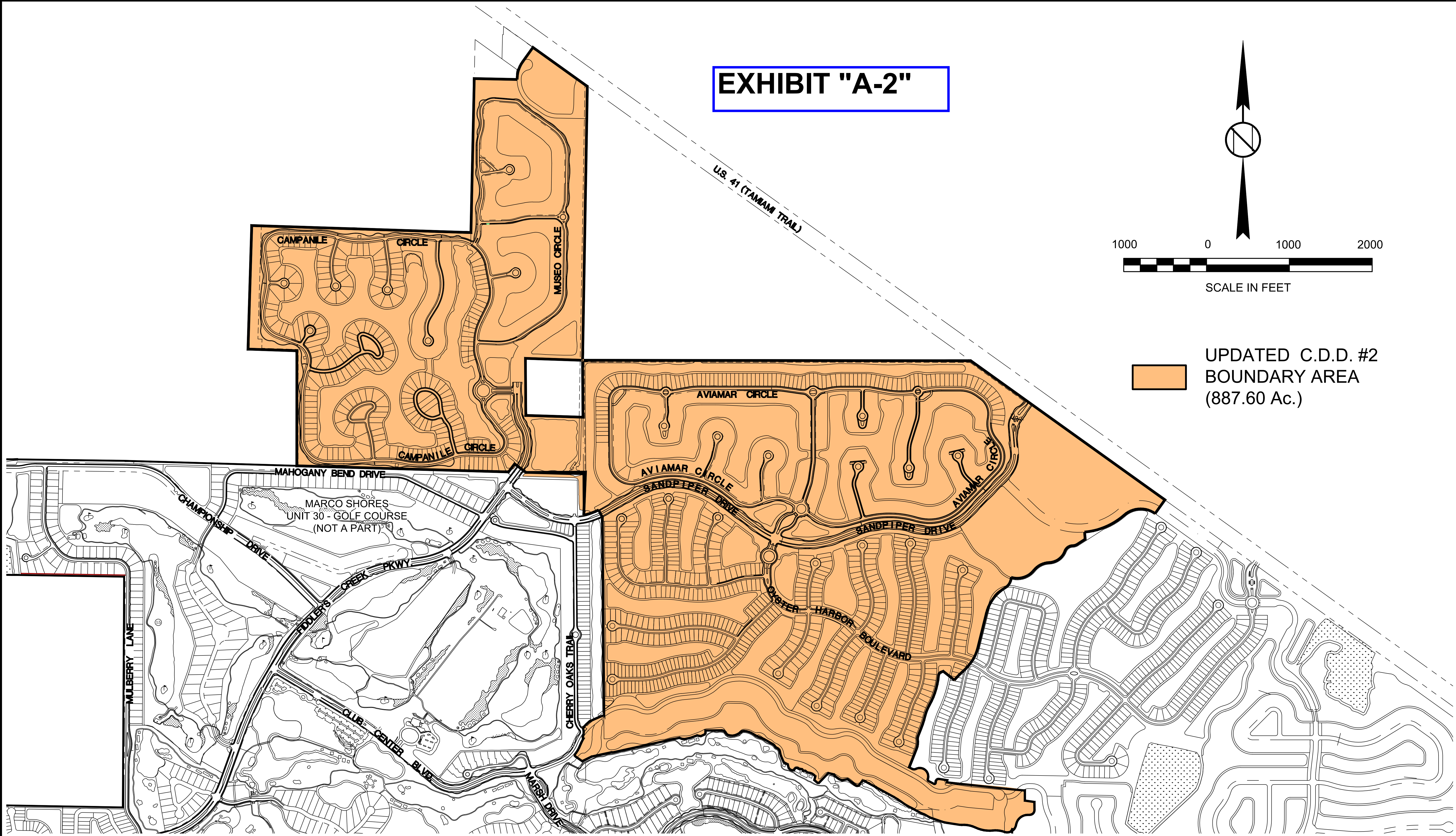
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PROJECT NO. 1998.070	SHEET NO. 1 of 1

EXHIBIT "A-2"



SCALE IN FEET

 **UPDATED C.D.D. #2
BOUNDARY AREA
(887.60 Ac.)**



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DESIGNED BY W.T.C.	DATE 03/24
DRAWN BY G.J.G.	DATE 03/24
CHECKED BY W.T.C.	DATE 03/24
VERTICAL SCALE N/A	HORIZONTAL SCALE NOTED

FIDDLER'S CREEK



950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

**Community Development
District #2**

CAD FILE NAME: CDD2 CLR	DRAWING NO. SK20170831
PROJECT NO. 1998.070	SHEET NO. 1 OF 1

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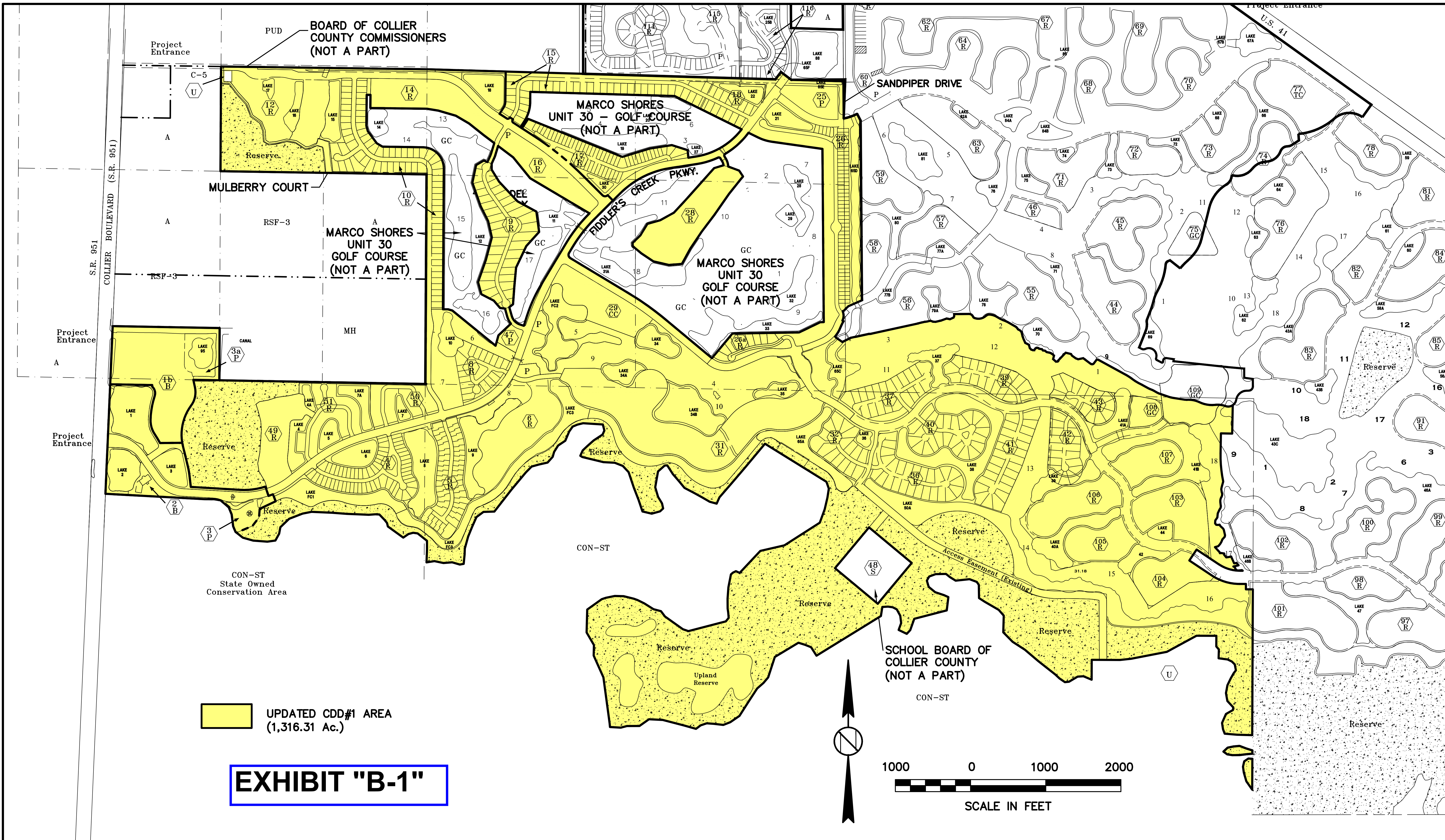


EXHIBIT "B-1"

DESIGNED BY W.T.C./JON	DATE 03/24
DRAWN BY G.J.G.	DATE 03/24
CHECKED BY W.T.C.	DATE 03/24
VERTICAL SCALE N/A	HORIZONTAL SCALE NOTED

FIDDLER'S CREEK

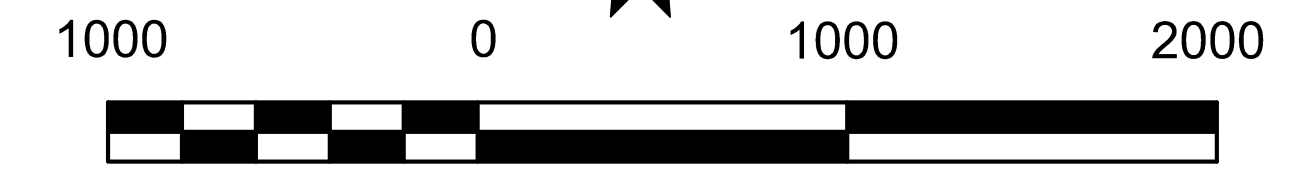
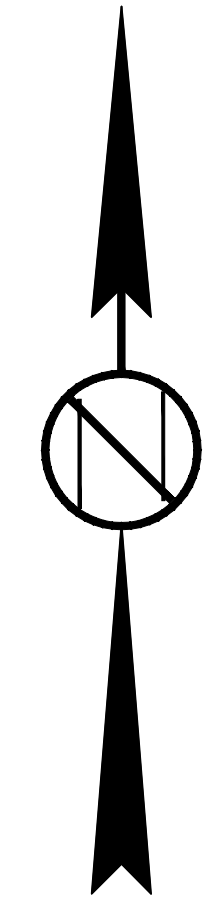


950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772


Community Development
District #1

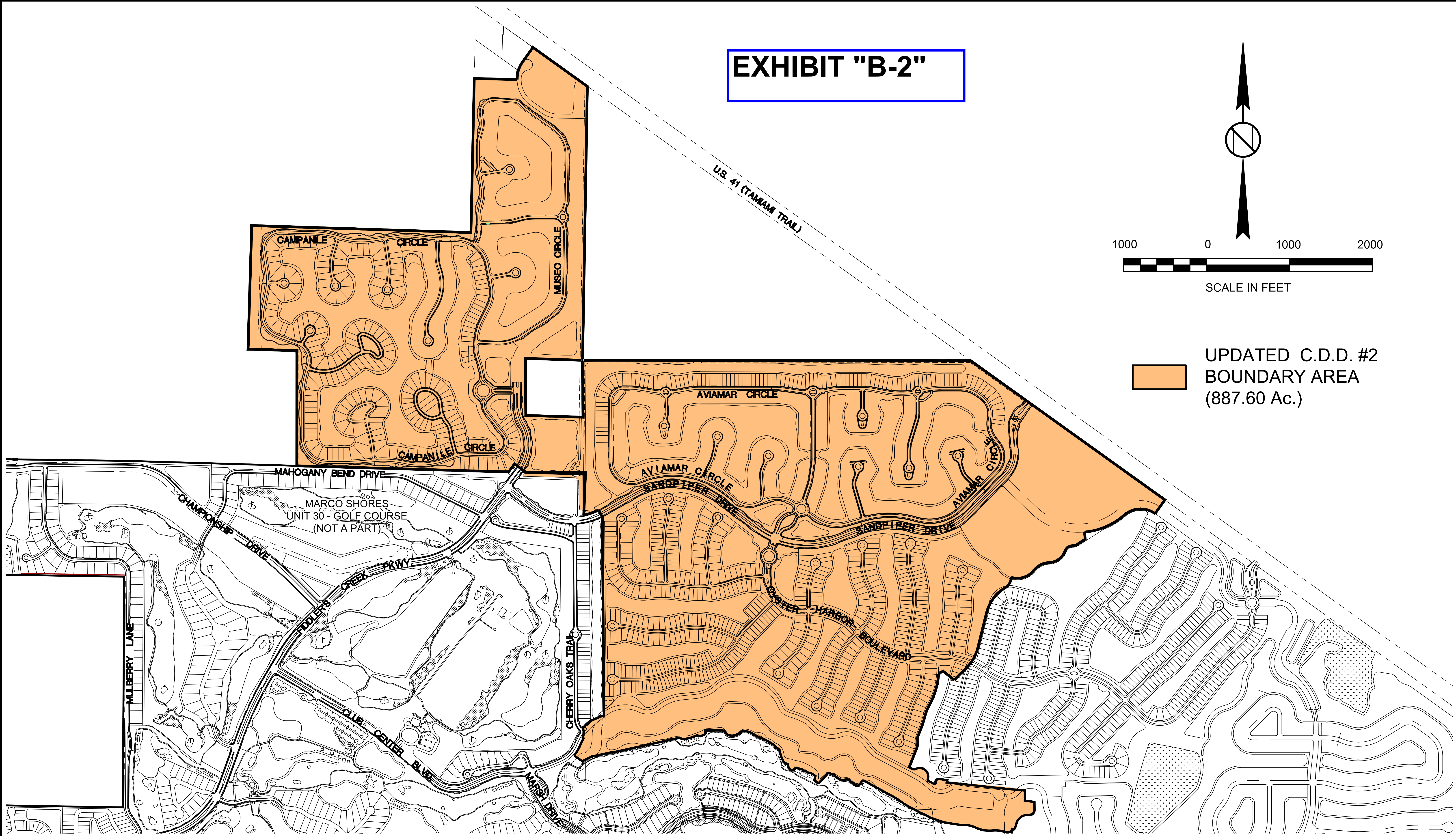
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PROJECT NO. 1998.070	SHEET NO. 1 of 1

EXHIBIT "B-2"



SCALE IN FEET

 **UPDATED C.D.D. #2
BOUNDARY AREA
(887.60 Ac.)**



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DESIGNED BY W.T.C.	DATE 03/24
DRAWN BY G.J.G.	DATE 03/24
CHECKED BY W.T.C.	DATE 03/24
VERTICAL SCALE N/A	HORIZONTAL SCALE NOTED

FIDDLER'S CREEK



950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

**Community Development
District #2**

CAD FILE NAME: CDD2 CLR	DRAWING NO. SK20170831
PROJECT NO. 1998.070	SHEET NO. 1 OF 1



Grady Minor

Civil Engineers ■ Land Surveyors ■ Planners ■ Landscape Architects

MEMORANDUM

EXHIBIT "C"

TO: Mr. Terry Cole, P.E.
FROM: Mark Minor, P.E.
SUBJECT: Fiddler's Creek CDD 1 & 2 Proposed Improvements Summary
DATE: January 22, 2024

Q. Grady Minor & Associates, P.A. (Grady Minor) is providing the Fiddler's Creek CDD #1 and #2 this memorandum associated with proposed changes to CDD maintained facilities to future development areas and restoration of the existing golf course. Existing drainage basins which were permitted and constructed over 20 years ago include future development areas and are required by the South Florida Water Management District and Collier County to meet current surface water management requirements. Regulatory changes include the following:

- Fiddler's Creek Community lies within the Henderson Creek – Belle Meade South Basin; the allowable discharge rate has been reduced from 0.12 cfs/ac to 0.04 cfs/ac for all new developments.
- Nitrogen and Phosphorus abatement is now required for all major modifications to an Environmental Resource Permit (ERP) from the SFWMD.

Due to these changes; modifications to the Surface Water Management System (SWMS) is necessary to comply with the current SFWMD Basis of Review. The modifications to the SWMS are located in drainage basins A1, B1, C, H2, H3, I, and Oyster Harbor. Generally, they include changes to the existing control structures, new residential elements, and adding connecting stormwater pipes between drainage basins. More specifically the following changes are proposed:

- Modify Control Structure openings for Structures OH CS-1 (Oyster Harbor Basin), OH CS-2 (Oyster Harbor Basin), WCS-14 (Basin I), WCS-15 (Basin H2), WCS-16 (Basin H3), and WCS-03 (Basin C) to comply with current allowable discharge rate.
- New residential elements include converting the existing golf course driving range into future single-family residential development known as Hidden Cove and adding a new single-family residential parcel known as Live Oaks, between Oyster Harbor and the golf course. Both developments would include roadway, drainage, and irrigation facilities.
- Add connecting stormwater piping between Oyster Harbor and Basin I to ensure capacity for the irrigation system.

The proposed changes would not negatively impact the existing SWMS. For instance, the existing roadways were constructed at or above the 25 year peak stage elevation modeled in the original ERP permit. The above proposed changes do not increase the modeled peak stage elevation above the previously permitted elevation and/or constructed elevation of the roadways. Secondly, the proposed changes include an increase in lake area which increases the stormwater storage capacity of the SWMS and thirdly, the proposed changes include hydraulically connecting two drainage basins which will provide not only more reliable irrigation capacity but also add redundancy to the stormwater collection system in case a pipe or structure is damaged.

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2**

**UNAUDITED
FINANCIAL
STATEMENTS**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 29, 2024**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 29, 2024**

	General	Debt Service Series 2004	Debt Service Series 2005	Debt Service Series 2014-1A	Debt Service Series 2014-1B	Debt Service Series 2014-2A	Debt Service Series 2014-2B	Debt Service Series 2014-3	Debt Service Series 2015A-1	Debt Service Series 2015A-2	Debt Service Series 2015B	Debt Service Series 2019	Capital Projects Series 2014-2	Capital Projects Series 2015A-1	Total Governmental Funds
ASSETS															
Cash	\$ 2,103,246	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,103,246
Synovus Bank - MMA	1,724,791	-	-	-	-	-	-	-	-	-	-	-	-	-	1,724,791
Investments															
Revenue A	-	179,191	316,380	94	-	177	-	222,072	436,327	143,410	71	1,594,057	-	-	2,891,779
Revenue B	-	-	-	-	456,301	-	499,003	-	-	-	-	-	-	-	955,304
Reserve A	-	50,652	50,652	-	-	-	-	101,304	109,927	36,710	-	151,932	-	-	501,177
Reserve B	-	-	-	-	126,625	-	126,624	-	-	-	187,254	-	-	-	440,503
Prepayment A	-	5,628	7,326	582	-	24,681	-	12,359	34,566	14,247	-	90,228	-	-	189,617
Prepayment B	-	-	-	-	11,103	-	14,953	-	-	-	1,870,684	-	-	-	1,896,740
Interest	-	4	-	-	-	-	-	-	-	-	-	-	-	-	4
Construction	-	-	-	-	-	-	-	-	-	-	-	-	47,905	286,641	334,546
Sinking	-	-	-	-	485	-	568	-	-	-	-	-	-	-	1,053
Optional redemption	-	-	-	-	-	-	-	77	-	-	-	-	-	-	77
COI	-	-	-	-	14	-	14	-	-	-	-	18	-	-	46
Due from other funds															
Debt service fund series 2004	-	-	25,559	-	-	-	-	-	-	-	-	-	-	-	25,559
Debt service fund series 2014-1A	321	-	-	-	-	-	-	-	-	-	-	-	-	-	321
Debt service fund series 2014-2A	1,974	-	-	-	-	-	2,524	-	-	-	-	-	-	-	4,498
Debt service fund series 2014-3	-	-	-	192,581	-	367,575	-	-	-	3,203	63,593	-	-	-	626,952
Accounts receivable	3,116	-	-	-	-	-	-	-	-	-	-	-	-	-	3,116
Undeposited funds	-	-	-	-	-	-	-	-	-	-	-	40,760	-	-	40,760
Due from Fiddler's Creek CDD #1	173,729	-	-	-	-	-	-	-	-	-	-	-	-	-	173,729
Total assets	<u>\$ 4,007,177</u>	<u>\$ 235,475</u>	<u>\$ 399,917</u>	<u>\$ 193,257</u>	<u>\$ 594,528</u>	<u>\$ 392,433</u>	<u>\$ 643,686</u>	<u>\$ 335,812</u>	<u>\$ 580,820</u>	<u>\$ 197,570</u>	<u>\$ 2,121,602</u>	<u>\$ 1,876,995</u>	<u>\$ 47,905</u>	<u>\$ 286,641</u>	<u>\$ 11,913,818</u>
LIABILITIES AND FUND BALANCES															
Liabilities															
Accounts payable	\$ 6,957	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,957
Due to other	-	-	-	-	-	-	-	897	-	-	-	-	-	-	897
Due to other funds															
Debt service fund series 2005	-	25,559	-	-	-	-	-	-	-	-	-	-	-	-	25,559
Debt service fund series 2014-1B	-	-	-	-	-	-	-	192,581	-	-	-	-	-	-	192,581
Debt service fund series 2014-2B	-	-	-	-	-	2,524	-	367,575	-	-	-	-	-	-	370,099
Debt service fund series 2015A-1	-	-	-	-	-	-	-	63,593	-	-	-	-	-	-	63,593
Debt service fund series 2015A-2	-	-	-	-	-	-	-	3,203	-	-	-	-	-	-	3,203
Due to general fund	-	-	-	321	-	1,974	-	-	-	-	-	-	-	-	2,295
Total liabilities	<u>6,957</u>	<u>25,559</u>	<u>-</u>	<u>321</u>	<u>-</u>	<u>4,498</u>	<u>-</u>	<u>627,849</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>665,184</u>
DEFERRED INFLOWS OF RESOURCES															
Deferred receipts	-	-	-	83,941	-	157,123	-	156,187	-	-	63,562	-	-	-	460,813
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>83,941</u>	<u>-</u>	<u>157,123</u>	<u>-</u>	<u>156,187</u>	<u>-</u>	<u>-</u>	<u>63,562</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>460,813</u>
Fund balances:															
Restricted for:															
Debt service	-	209,916	399,917	108,995	594,528	230,812	643,686	(448,224)	580,820	197,570	2,058,040	1,876,995	-	-	6,453,055
Capital projects	-	-	-	-	-	-	-	-	-	-	-	-	47,905	286,641	334,546
Unassigned	4,000,220	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000,220
Total fund balances	<u>4,000,220</u>	<u>209,916</u>	<u>399,917</u>	<u>108,995</u>	<u>594,528</u>	<u>230,812</u>	<u>643,686</u>	<u>(448,224)</u>	<u>580,820</u>	<u>197,570</u>	<u>2,058,040</u>	<u>1,876,995</u>	<u>47,905</u>	<u>286,641</u>	<u>10,787,821</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 4,007,177</u>	<u>\$ 235,475</u>	<u>\$ 399,917</u>	<u>\$ 193,257</u>	<u>\$ 594,528</u>	<u>\$ 392,433</u>	<u>\$ 643,686</u>	<u>\$ 335,812</u>	<u>\$ 580,820</u>	<u>\$ 197,570</u>	<u>\$ 2,121,602</u>	<u>\$ 1,876,995</u>	<u>\$ 47,905</u>	<u>\$ 286,641</u>	<u>\$ 11,913,818</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 2,330,002	\$2,459,324	95%
Interest & miscellaneous	6,516	24,880	70,000	36%
Total revenues	<u>6,516</u>	<u>2,354,882</u>	<u>2,529,324</u>	93%
EXPENDITURES				
Administrative				
Supervisors	2,153	3,876	14,369	27%
Management	7,056	35,276	84,662	42%
Assessment roll preparation	1,875	9,375	22,500	42%
Audit	-	-	16,500	0%
Legal - general	2,866	8,570	25,000	34%
Legal - litigation	1,195	6,327	10,000	63%
Engineering	7,608	33,366	50,000	67%
Telephone	29	145	347	42%
Postage	231	1,028	2,000	51%
Insurance	-	17,438	16,200	108%
Printing and binding	50	248	595	42%
Legal advertising	707	707	2,000	35%
Office supplies	-	204	750	27%
Annual district filing fee	-	175	175	100%
Trustee	-	21,140	31,500	67%
Arbitrage rebate calculation	-	2,000	8,000	25%
ADA website compliance	-	210	900	23%
Contingency	69	1,396	10,000	14%
Total administrative	<u>23,839</u>	<u>141,481</u>	<u>295,498</u>	48%
Field management				
Field management services	952	4,760	11,424	42%
Total field management	<u>952</u>	<u>4,760</u>	<u>11,424</u>	42%
Water management				
Other contractual	-	41,048	204,939	20%
Fountains	15,907	92,710	168,300	55%
Total water management	<u>15,907</u>	<u>133,758</u>	<u>373,239</u>	36%
Street lighting				
Contractual services	750	11,857	18,000	66%
Electricity	762	4,626	10,000	46%
Capital outlay	-	-	10,000	0%
Miscellaneous	-	10,764	10,000	108%
Total street lighting	<u>1,512</u>	<u>27,247</u>	<u>48,000</u>	57%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Landscaping				
Other contractual	50,234	326,066	875,000	37%
Improvements and renovations	-	-	50,000	0%
Contingencies	-	-	25,000	0%
Total landscaping	<u>50,234</u>	<u>326,066</u>	<u>950,000</u>	34%
Roadway maintenance				
Contractual services (street cleaning)	375	1,825	4,200	43%
Roadway maintenance	-	10,012	100,000	10%
Roadway capital outlay	-	-	40,000	0%
Total roadway services	<u>375</u>	<u>11,837</u>	<u>144,200</u>	8%
Irrigation				
Controller repairs & maintenance	53	650	50,000	1%
Other contractual-irrigation manager	-	-	54,500	0%
Supply system	4,466	54,193	471,600	11%
Capital outlay	-	209,668	-	N/A
Total irrigation	<u>4,519</u>	<u>264,511</u>	<u>576,100</u>	46%
Other fees & charges				
Property appraiser	-	20,941	38,427	54%
Tax collector	-	46,570	51,236	91%
Total other fees & charges	<u>-</u>	<u>67,511</u>	<u>89,663</u>	75%
Total expenditures and other charges	<u>97,338</u>	<u>977,171</u>	<u>2,488,124</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	(90,822)	1,377,711	41,200	
Fund balances - beginning	<u>4,091,042</u>	<u>2,622,509</u>	<u>2,141,491</u>	
Fund balances - ending	<u>\$ 4,000,220</u>	<u>\$ 4,000,220</u>	<u>\$ 2,182,691</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2004
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 31,824	\$ 33,600	95%
Interest	946	4,413	-	N/A
Total revenues	<u>946</u>	<u>36,237</u>	<u>33,600</u>	108%
EXPENDITURES				
Debt service				
Principal	-	-	10,000	0%
Interest	-	7,425	14,850	50%
Total debt service	<u>-</u>	<u>7,425</u>	<u>24,850</u>	30%
Other fees & charges				
Property appraiser	-	-	525	0%
Tax collector	-	636	700	91%
Total other fees & charges	<u>-</u>	<u>636</u>	<u>1,225</u>	52%
Total expenditures	<u>-</u>	<u>8,061</u>	<u>26,075</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	946	28,176	7,525	
Fund balances - beginning	208,970	181,740	175,538	
Fund balances - ending	<u>\$ 209,916</u>	<u>\$ 209,916</u>	<u>\$ 183,063</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2005
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 168,912	\$ 184,211	92%
Interest	1,330	5,597	-	N/A
Total revenues	<u>1,330</u>	<u>174,509</u>	<u>184,211</u>	95%
EXPENDITURES				
Debt service				
Principal	-	-	70,000	0%
Interest	-	74,050	98,100	75%
Total debt service	<u>-</u>	<u>74,050</u>	<u>168,100</u>	44%
Other fees & charges				
Property appraiser	-	-	2,878	0%
Tax collector	-	3,376	3,838	88%
Total other fees & charges	<u>-</u>	<u>3,376</u>	<u>6,716</u>	50%
Total expenditures	<u>-</u>	<u>77,426</u>	<u>174,816</u>	44%
Excess/(deficiency) of revenues over/(under) expenditures	1,330	97,083	9,395	
Fund balances - beginning	398,587	302,834	264,782	
Fund balances - ending	<u>\$ 399,917</u>	<u>\$ 399,917</u>	<u>\$ 274,177</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-1A
EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 358,161	0%
Interest	-	103	-	N/A
Total revenues	<u>-</u>	<u>103</u>	<u>358,161</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	110,000	0%
Interest	-	84,038	168,075	50%
Total expenditures	<u>-</u>	<u>84,038</u>	<u>278,075</u>	30%
Net change in fund balances	-	(83,935)	80,086	
Fund balances - beginning	108,995	192,930	239	
Fund balances - ending	<u>\$ 108,995</u>	<u>\$ 108,995</u>	<u>\$ 80,325</u>	

On June 15, 2018, the District bifurcated the Series 2014-1 Bonds into two separate Bond Series- Series 2014-1 and Series 2014-1B. As a result of the bifurcation, the par amount of the Series 2014-1 Bonds is \$4,000,000; the par amount of the Series 2014-1B Bonds is \$3,815,000.

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-1B
EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 352,511	\$ 372,345	95%
Interest	1,989	7,434	-	N/A
Total revenues	<u>1,989</u>	<u>359,945</u>	<u>372,345</u>	97%
EXPENDITURES				
Debt service				
Principal	-	-	140,000	0%
Interest	-	107,831	215,663	50%
Total debt service	<u>-</u>	<u>107,831</u>	<u>355,663</u>	30%
Other fees & charges				
Property appraiser	-	-	5,818	0%
Tax collector	-	7,046	7,757	91%
Total other fees & charges	<u>-</u>	<u>7,046</u>	<u>13,575</u>	52%
Total expenditures	<u>-</u>	<u>114,877</u>	<u>369,238</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	1,989	245,068	3,107	
Fund balances - beginning	592,539	349,460	325,016	
Fund balances - ending	<u>\$ 594,528</u>	<u>\$ 594,528</u>	<u>\$ 328,123</u>	

On June 15, 2018, the District bifurcated the Series 2014-1 Bonds into two separate Bond Series- Series 2014-1 and Series 2014-1B. As a result of the bifurcation, the par amount of the Series 2014-1 Bonds is \$4,000,000; the par amount of the Series 2014-1B Bonds is \$3,815,000.

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-2A
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 19,824	\$ 685,173	3%
Interest	105	397	-	N/A
Total revenues	<u>105</u>	<u>20,221</u>	<u>685,173</u>	3%
EXPENDITURES				
Debt service				
Principal	-	-	220,000	0%
Interest	-	157,350	314,700	50%
Total expenditures	<u>-</u>	<u>157,350</u>	<u>534,700</u>	29%
Excess/(deficiency) of revenues over/(under) expenditures	105	(137,129)	150,473	
Fund balances - beginning	230,707	367,941	277	
Fund balances - ending	<u>\$ 230,812</u>	<u>\$ 230,812</u>	<u>\$ 150,750</u>	

On June 15, 2018, the District bifurcated the Series 2014-2 Bonds into two separate Bond Series- Series 2014-2 and Series 2014-2B. As a result of the bifurcation, the par amount of the Series 2014-2 Bonds is \$8,635,000; the par amount of the Series 2014-2B Bonds is \$4,835,000.

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-2B
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 392,169	\$ 416,404	94%
Interest	2,127	7,837	-	N/A
Total revenues	<u>2,127</u>	<u>400,006</u>	<u>416,404</u>	96%
EXPENDITURES				
Debt service				
Principal	-	-	165,000	0%
Interest	-	118,350	236,700	50%
Total debt service	<u>-</u>	<u>118,350</u>	<u>401,700</u>	29%
Other fees & charges				
Property appraiser	-	-	6,506	0%
Tax collector	-	7,838	8,675	90%
Total other fees & charges	<u>-</u>	<u>7,838</u>	<u>15,181</u>	52%
Total expenditures	<u>-</u>	<u>126,188</u>	<u>416,881</u>	30%
Excess/(deficiency) of revenues over/(under) expenditures	2,127	273,818	(477)	
Fund balances - beginning	641,559	369,868	345,296	
Fund balances - ending	<u>\$ 643,686</u>	<u>\$ 643,686</u>	<u>\$ 344,819</u>	

On June 15, 2018, the District bifurcated the Series 2014-2 Bonds into two separate Bond Series- Series 2014-2 and Series 2014-2B. As a result of the bifurcation, the par amount of the Series 2014-2 Bonds is \$8,635,000; the par amount of the Series 2014-2B Bonds is \$4,835,000.

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-3 (SERIES 2005)
FOR THE PERIOD ENDED FEBRAURY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 166,464	\$ 215,667	77%
Assessment levy: off-roll	-	-	650,265	0%
Interest	1,165	4,956	-	N/A
Total revenues	<u>1,165</u>	<u>171,420</u>	<u>865,932</u>	20%
EXPENDITURES				
Debt service				
Principal	-	-	290,000	0%
Interest	-	231,100	412,200	56%
Total debt service	<u>-</u>	<u>231,100</u>	<u>702,200</u>	33%
Other fees & charges				
Property appraiser	-	-	3,370	0%
Tax collector	-	3,327	4,493	74%
Total other fees & charges	<u>-</u>	<u>3,327</u>	<u>7,863</u>	42%
Total expenditures	<u>-</u>	<u>234,427</u>	<u>710,063</u>	33%
Net change in fund balances	1,165	(63,007)	155,869	
Fund balances - beginning	(449,389)	(385,217)	141,531	
Fund balances - ending	<u>\$ (448,224)</u>	<u>\$ (448,224)</u>	<u>\$ 297,400</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015A-1
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 219,830	\$ 231,729	95%
Assessment prepayments	-	22,366	-	N/A
Interest	975	9,086	-	N/A
Total revenues	<u>975</u>	<u>251,282</u>	<u>231,729</u>	108%
EXPENDITURES				
Debt service				
Principal	-	-	60,000	0%
Interest	-	105,775	161,550	65%
Total debt service	<u>-</u>	<u>105,775</u>	<u>221,550</u>	48%
Other fees & charges				
Property appraiser	-	-	3,621	0%
Tax collector	-	4,394	4,828	91%
Total other fees & charges	<u>-</u>	<u>4,394</u>	<u>8,449</u>	52%
Total expenditures	<u>-</u>	<u>110,169</u>	<u>229,999</u>	48%
Net change in fund balances	975	141,113	1,730	
Fund balances - beginning	579,845	439,707	397,122	
Fund balances - ending	<u>\$ 580,820</u>	<u>\$ 580,820</u>	<u>\$ 398,852</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015A-2
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 72,460	\$ 76,662	95%
Assessment prepayments	-	5,895	-	N/A
Interest	700	2,965	-	N/A
Total revenues	<u>700</u>	<u>81,320</u>	<u>76,662</u>	106%
EXPENDITURES				
Debt service				
Principal	-	-	30,000	0%
Interest	-	26,400	42,800	62%
Total debt service	<u>-</u>	<u>26,400</u>	<u>72,800</u>	36%
Other fees & charges				
Property appraiser	-	-	1,198	0%
Tax collector	-	1,448	1,597	91%
Total other fees & charges	<u>-</u>	<u>1,448</u>	<u>2,795</u>	52%
Total expenditures	<u>-</u>	<u>27,848</u>	<u>75,595</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	700	53,472	1,067	
Fund balances - beginning	196,870	144,098	131,157	
Fund balances - ending	<u>\$ 197,570</u>	<u>\$ 197,570</u>	<u>\$ 132,224</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015B
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 174,601	0%
Assessment prepayments	1,847,826	1,847,826	-	N/A
Interest	886	4,417	-	N/A
Total revenues	<u>1,848,712</u>	<u>1,852,243</u>	<u>174,601</u>	1061%
EXPENDITURES				
Financial Expenses				
Trustee fees	-	3,500	-	N/A
Total financial expenses	<u>-</u>	<u>3,500</u>	<u>-</u>	N/A
Debt service				
Interest	-	63,594	127,188	50%
Total debt service	<u>-</u>	<u>63,594</u>	<u>127,188</u>	50%
Excess/(deficiency) of revenues over/(under) expenditures	1,848,712	1,785,149	47,413	
OTHER FINANCING SOURCES/(USES)				
Transfer in	-	3,500	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>3,500</u>	<u>-</u>	N/A
Net change in fund balances	1,848,712	1,788,649	47,413	
Fund balances - beginning	209,328	269,391	201,025	
Fund balances - ending	<u>\$ 2,058,040</u>	<u>\$ 2,058,040</u>	<u>\$ 248,438</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 1,161,818	\$ 1,239,705	94%
Assessment prepayments	35,643	76,402	-	N/A
Interest	5,846	20,370	-	N/A
Total revenues	<u>41,489</u>	<u>1,258,590</u>	<u>1,239,705</u>	102%
EXPENDITURES				
Debt service				
Principal	-	-	700,000	0%
Interest	-	349,556	509,113	69%
Total debt service	<u>-</u>	<u>349,556</u>	<u>1,209,113</u>	29%
Other fees & charges				
Property appraiser	-	3,640	19,370	19%
Tax collector	-	23,221	25,827	90%
Total other fees & charges	<u>-</u>	<u>26,861</u>	<u>45,197</u>	59%
				N/A
Total expenditures	<u>-</u>	<u>376,417</u>	<u>1,254,310</u>	30%
Excess/(deficiency) of revenues over/(under) expenditures	41,489	882,173	(14,605)	
OTHER FINANCING SOURCES/(USES)				
Transfer in	-	44,397	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>44,397</u>	<u>-</u>	N/A
Net change in fund balances	41,489	926,570	(14,605)	
Fund balances - beginning	1,835,506	950,425	772,466	
Fund balances - ending	<u>\$ 1,876,995</u>	<u>\$ 1,876,995</u>	<u>\$ 757,861</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND EXCHANGE 2014-2 (SERIES 2005)
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date
REVENUES		
Interest & miscellaneous	\$ 221	\$ 1,144
Total revenues	221	1,144
EXPENDITURES		
Capital outlay	-	9,298
Total expenditures	-	9,298
Excess/(deficiency) of revenues over/(under) expenditures	221	(8,154)
OTHER FINANCING SOURCES/(USES)		
Transfers in	-	-
Total other financing sources/(uses)	-	-
Net change in fund balances	221	(8,154)
Fund balances - beginning	47,684	56,059
Fund balances - ending	\$ 47,905	\$ 47,905

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND 2015
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date
REVENUES		
Interest & miscellaneous	\$ 1,208	\$ 5,928
Total revenues	1,208	5,928
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	1,208	5,928
Fund balances - beginning	285,433	280,713
Fund balances - ending	\$ 286,641	\$ 286,641

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2**

MINUTES

DRAFT

**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 February 28, 2024 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present were:

Elliott Miller	Chair
Bill Klug	Vice Chair
Linda Viegas	Assistant Secretary
John Nuzzo	Assistant Secretary
William Tomazin Jr.	Assistant Secretary

Also present:

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
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)
Mark Grimes	GulfScapes Landscape Management

Residents present:

Michael Buck	Sue Leone	Bob DeMaria	Charlene Tomazin
Margie Cardillo	Ray Magill	Scott Spitzer	Shannon Benedetti

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 10:00 a.m.

42 All Supervisors were present.

43

44 **SECOND ORDER OF BUSINESS**

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

45

46

47 Oyster Harbor resident Sue Leone asked for the status of irrigation repairs between
48 Quilcene and Olympia. Mr. Haak stated Mr. Cole will provide an update during the meeting
49 when he returns.

50 Laguna resident Bob DeMaria asked about the traffic light. Mr. Miller stated it will be
51 discussed during the meeting. Mr. DeMaria asked about the cypress trees. Mrs. Adams stated
52 they are dormant now, and growth of the leaves will return during the spring.

53

54 **THIRD ORDER OF BUSINESS**

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

55

56

57

58

59 Mr. Miller stated, with regard to the litigation against CDD #1 for its anticipatory breach
60 of the Interlocal Agreement, CDD #1 submitted a settlement proposal in which CDD #1 would
61 give up 75% of their claim. In an Executive Session, CDD #2 decided not to accept the offer. He
62 stated that CDD #1 had an Executive Session last Friday.

63 Mr. Adams stated, when CDD #1 came back into public session, the CDD #1 Board
64 approved a motion to proceed with the litigation.

65 Mr. Miller stated he is working on CDD #1’s request for admissions and document
66 production, and both responses will be filed soon. These requests apply to public records, such
67 as minutes of prior meetings with discussions regarding the traffic signal. CDD #1 asked for an
68 admission that the word “gross cost” never appears in the Interlocal Agreement; CDD #2’s
69 response will be that the word “gross” does not, but the word “costs” does appear in the
70 Agreement. The responses will be filed, probably today, and litigation will proceed. Depositions,
71 discovery and CDD #2’s Motion for Summary Judgment will also proceed.

72 Ms. Viegas stated that the January invoice from Special Counsel has not been received.
73 She noted that, as of December 28, 2023, CDD #2 has spent \$21,691.05 on this litigation.

74

75 **FOURTH ORDER OF BUSINESS**75 **Update: Superior Waterway Services, Inc.**
76 **Treatment Report (Andy Nott)**

77

78 Mr. Nott apologized for the incorrect dates listed in the Report and stated they will be
79 corrected. He presented the Treatment Report and noted the following:

80 ➤ Many visits were completed, and many treatments were applied; continuing
81 improvements were noted.

82 ➤ Torpedograss was treated aggressively on Lakes 23 and 25A last month and follow up
83 treatments are scheduled.

84 ➤ The Lake 65E water lilies were treated, and monitoring is ongoing.

85 ➤ The Lake 88 Illinois pondweed was treated; additional treatments are scheduled, as
86 several treatments will be necessary to get it under control.

87 ➤ Overall, improvements were noted; water levels and cool weather have been beneficial.

88 ➤ One lake was trimmed of dead material. Undeveloped areas at Lakes 8 and 9 might be
89 trimmed to address access issues after treatments are complete.

90 Mr. Tomazin stated that, at the CDD #1 meeting, 15 lakes were reported to have algae
91 blooms and asked if that is occurring in CDD #2. Mr. Nott stated CDD #2 does not have algae to
92 that extent; CDD #1 has more golf course lakes than CDD #2. Mr. Nott stated fertilizer runoff
93 due to rains results in nutrients being deposited in the lakes, causing algae blooms.

94 Mrs. Adams reminded meeting attendees to state their names when speaking to assist
95 with accurate transcription of the minutes.

96

97 **FIFTH ORDER OF BUSINESS**97 **Health, Safety and Environment Report**

98

99 Mr. Hennessey presented the PowerPoint and reported the following:

100 ➤ Concerns related to irrigation and pressure washing, etc., can be emailed to
101 Irrigation@Fiddlerscreek.com and Pressurewashing@Fiddlerscreek.com for staff response.

102 ➤ Tree Canopy Trimming: No trimming was scheduled for January and February; however,
103 Juniper began trimming early. Juniper is currently trimming fruited palms in CDD #1. Coconut
104 palms that were missed in Veneta were also trimmed.

105 **A. Irrigation and Pressure Washing Efforts**

106 ➤ Irrigation Projected Usage: Less than 2" of rain was received in January.

107 ➤ There were six rain holds in the villages and there were six in the common areas. Due to
108 unusually overcast weather, saturation was high, and the irrigation system was not used as
109 much as would have been typical. Total water usage was approximately 36 million gallons,
110 which is approximately 20 million gallons less than in January 2023.

111 ➤ Irrigation Report: There were no major issues or major repairs in January. A bad Cat-5
112 cable was replaced when the satellite failed to communicate.

113 ➤ Pressure Washing: Championship Drive was completed last month. Spots on Museo
114 Circle were addressed. Crews were pulled off schedule to address Mulberry Lane and the Marsh
115 Cove entrance. Since the report was submitted, Mahogany Bend and Montreaux were
116 completed. Crews are now in Runaway Bay; next, they will proceed to CDD #2. The map was
117 updated.

118 Mr. Miller noted that the map includes "Scheduled Routes" and "Other Pressure
119 Cleanings" but there are no color-coded dots in those colors on the map. Mr. Hennessey stated
120 he will add the applicable dots to the map; the monthly scheduled areas are indicated in yellow.

121 Ms. Viegas asked if Mr. Benet hired a new assistant since his last assistant resigned. Mr.
122 Hennessey stated he has not; the search is ongoing.

123 **B. Security and Safety Update**

124 Mr. Hennessey reported the following:

125 ➤ Gate Access Control: Community Patrol's number is 239-919-3705; Community Patrol
126 should be called for assistance with security matters. In an emergency, 911 should be called
127 first, followed by Community Patrol. The automated gatehouse number is 239-529-4139; that
128 number should be called to add vendors or visitors to the list.

129 ➤ Occupancy Report: Occupancy rose from approximately 1,700 homes occupied to
130 almost 2,300, an increase of approximately 33%. Traffic increased as well.

131 ➤ Gatehouses and Patrols: Sandpiper, Championship, and the Main gates are operational
132 24 hours a day, seven days a week. There are two patrols per shift. The cupola on top of the
133 Championship gate was in disrepair; it was painted, and it looks much better.

134 Mr. Miller noted that the Sandpiper gate is busier than the other gates. Mr. Hennessey
135 stated that all commercial trucks enter through the Sandpiper gate.

136 ➤ Gatehouse Activity: There were over 100,000 gate entries in January, up from
137 approximately 77,000 gate entries in December, which is an increase of approximately 30%.

138 ➤ Incidents: Parking violations were the most common incidents, increasing from 85 in
139 December to over 130 in January. Medical calls also rose by approximately one-third.

140 Mr. Miller asked for the nature of the resident complaints. Mr. Hennessey stated they
141 might be anything, including bear sightings, alligator sightings, or property disputes.

142 ➤ Speed Detection and Enforcement: The Traffic Hawks are finally being shipped back to
143 The Foundation. In the future, re-calibration will be done in-house, as it took over two months
144 with the vendor. Traffic Hawks should be back in operation by early next week.

145 ➤ The Collier County Sheriff's Office (CCSO) advised that there were four crashes, seven
146 traffic stops and 11 alarm calls in January. There was a total of 126 service calls in January.

147

148 SIXTH ORDER OF BUSINESS

Developer's Report/Update

149

150 Mr. Haak responded to questions and discussed the following:

151 ➤ Development continues in Oyster Harbor. The houses on Fanny Bay North should close
152 and be delivered in the coming months; work will continue on to Breton.

153 ➤ Development continues in Dorado. There are a few unsold units in the buildings
154 currently under construction, but most are sold. Work will continue throughout the year, with
155 one building being completed every month for the next six months. The base price is
156 approximately \$1.5 to \$1.7 million, before additions, with final prices in the low \$2 millions.

157 ➤ Work on the golf clubhouse is continuing.

158 ➤ Preparatory work for golf course renovations commenced, and work will begin in April.

159 In response to Ms. Viegas' question, Mr. Haak stated the Irrigation Construction
160 Manager candidate has been identified; contract negotiations are underway.

161

162 SEVENTH ORDER OF BUSINESS

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

163

164

165 Mr. Cole responded to questions and discussed the following:

166 ➤ The Traffic Signal Permit was finally issued; he informed Mr. Parisi via email and
167 attached the permit.

168 Mr. Miller stated it would be helpful to receive the next payment. Mr. Cole stated he
169 will send the email to Mr. Haak.

170 ➤ Regarding the start of construction, the materials are on order. The drawings for the
171 mast arms and the cabinet were approved; those are the long-lead items. Materials are
172 expected in September 2024, and that is when construction should begin. As stated in previous
173 meetings over the last few years, those items take months to build.

174 ➤ It is anticipated that the traffic signal will be operational in January or February 2025.

175 It was noted that Mr. Cole is responsible for managing the contractors.

176 Mr. Tomazin asked for the length of time of the burn in period. He recalled that the light
177 at Treviso Bay was not functional for a long time. Mr. Cole stated it generally takes 30 days from
178 the time the signal starts blinking yellow. He has no knowledge about the Treviso Bay light, but
179 many factors can impact the timing.

180 Mr. Cole distributed Draw 192 for the 2005 Bond, which became the 2014 Bond, for
181 approximately \$5,200 for District Engineer services related to the traffic, and also services by
182 Trebilcock.

183 ➤ The work done at the Amador swale since last Friday was inspected; work should be
184 totally completed within the next few weeks. All the yard drains are in place; minor grading is
185 needed, and then sod will be installed. The only missing landscaping he recalls is on Mr.
186 Schwartz's lot; that will be installed when sod installation is completed.

187 Mr. Klug stated that some stumps were removed from the intersection, but some
188 unsightly hedges remain. Mr. Cole stated that is another section that is not behind those lots;
189 Juniper mistakenly removed those Ficus trees and Juniper finally removed the stumps. There
190 are some Ficus trees remaining along the guard rail that will not be removed because they
191 would damage the guard rail. Two or three Ficus trees to the west of the box culvert, where the
192 guard rail is located, were not removed because they were not part of the original scope.

193 Mr. Cole stated Hole Montes had issues with Juniper. He met with Juniper at least a
194 dozen times since they started this project. Mr. Miller asked if Mr. Cole is working with Juniper
195 to correct the issues. Mr. Cole replied affirmatively and expressed his frustration with Juniper.

196 Mr. Pires noted that the Second Amendment to the Amador Temporary License
197 Agreement will expire on March 1, 2024. Mr. Cole stated he hopes the work will be completed
198 within the next several weeks. The consensus was to extend the license agreement to April 30,
199 2024.

200

**On MOTION by Mr. Klug and seconded by Mr. Nuzzo, with all in favor,
authorizing Staff to prepare a Third Amendment to the Amador Temporary
License Agreement, and authorizing the Chair to execute, was approved.**

204
205

206 Mrs. Adams stated the CDD plans to install Clusia where the Ficus hedges were
207 removed. The residents on those lots, knowing the CDD’s intention to install a Clusia hedge,
208 installed Clusia along their lanais. This will probably create an issue as they grow in because
209 there will be two sets of hedges. Mr. Cole believes the hedges are on the homeowners’
210 property.

211 Mr. Pires stated part of the question might be, is it located in the landscape buffer
212 easement, and will there be an assertion that the CDD acquiesced to a de facto acceptance of
213 those plantings. The Board agreed that CDD #2 should not be responsible for maintaining Clusia
214 installed by homeowners. Mr. Miller asked Mr. Pires to send a letter to the homeowners stating
215 that the CDD will not accept the plantings and that the homeowner is responsible for
216 maintaining the Clusia they planted on their private property.

217 ➤ Mr. Bob Ferguson, Mr. Cole’s firm’s inspector, will meet with Landshore Restoration to
218 look at lake repair areas and obtain a proposal to be presented at the next meeting. The
219 proposal will include areas in Museo and Oyster Harbor with lake erosion.

220

EIGHTH ORDER OF BUSINESS

**Consideration of Proposals for Chiasso
Court Milling and Resurfacing**

222
223

224 Mr. Cole presented the proposals and discussed the following:

225 ➤ This agenda item involves three projects, including the Chiasso Court Milling and
226 Resurfacing, the Sandpiper Drive Sidewalk Repairs, and the Museo Circle Valley Gutter
227 Replacement that was necessitated by a tree growing and lifting the valley gutter causing the
228 valley gutter to hold water. His email was forwarded to the Board Members on Monday.

229 ➤ As requested by the Board, three proposals were obtained for each project. Bradanna's
230 total bid was approximately \$90,000, Bonness' total bid was approximately \$70,700, and Collier
231 Paving's total bid was a few thousand dollars more than Bonness.

232 ➤ Financials were requested from Bonness as the Board directed. Bonness declined to
233 provide financials which is not uncommon.

234 ➤ Collier Paving was asked to reconsider its proposal and provide financials. Collier Paving
235 sent a revised proposal of approximately \$70,000, which is now less than Bonness' bid, and
236 provided financials, which were distributed.

237 ➤ Mr. Cole's recommendation is to engage Collier Paving to do the work.

238 Mr. Miller noted that the financials were not audited. He asked if they have a warranty.

239 ➤ Collier Paving's standard one-year warranty will be included in the contract. The CDD's
240 contract form has been used many times.

241 Ms. Viegas stated that one of the reasons the Collier Paving proposal came in lower was
242 because the water valve box was removed from the Sandpiper bid, which the other two
243 contractors included in their bids. She asked if a water valve box is needed and, if so, will Collier
244 Paving include it at no charge to the CDD since it was not included in their bid. Mr. Cole stated
245 he does not have those details, but he is sure that they will honor the bid. He will ask Collier
246 Paving to include it.

247 Ms. Viegas noted the other reason Collier Paving's new proposal came in lower is
248 because they reduced the price per unit to "Remove & Replace 6" thick concrete sidewalks"
249 from \$25.68 to \$24.38. She suggested we request them to look at their proposals again, in the
250 future, to see if they will lower their prices.

251 Ms. Viegas stated all the Collier Paving proposals state "Price excludes all concrete
252 repairs or replacements" under Terms and Conditions, which she thinks makes no sense given
253 the scope of work. Mr. Cole stated he will have that language removed.

254 Ms. Viegas stated the date on two of the Collier Paving proposals are past the 30 days
255 they state the prices are good for. Mr. Cole stated he received the proposals on Friday or
256 Saturday, so the prices will be honored.

257 Ms. Viegas stated there are incorrect calculations on the Collier Paving Chiasso bid and
258 other items that need to be addressed, which she will give to Mr. Cole after the meeting.

259 Mr. Miller noted that the proposals have three different dates.

260 Mr. Cole stated the one-year warranty will be included in the contract.

261 Mr. Tomazin asked if there are discrepancies between the bids on the length and depth
262 of the work which number is correct. Mr. Cole stated he must review the proposals. These
263 proposals will be presented again at the next meeting.

264 With regard to resurfacing Chiasso Court, Mr. Tomazin stated he walks and bikes the
265 area regularly and, in his opinion, it is not that bad or very different from other cul-de-sacs. He
266 recalled a homeowner commenting that it was a hazard, so he looked at every cul-de-sac in
267 CDD #2. He gave each one a rating on the quality of the surface, and he found others that are
268 more degraded than Chiasso. He asked if the CDD is setting a precedent if it fixes one and not
269 others. He voiced his opinion none of the cul-de-sacs need repair. He asked if the Board should
270 develop a standard criterion for evaluating the cul-de-sacs.

271 Mr. Miller recalled a homeowner in Chiasso Court raised this issue. He thinks that
272 standards might be needed, and the issue of standards is valid. To him, the question is whether
273 the CDD should only address an issue when a complaint is received.

274 Mr. Klug asked Mr. Tomazin if he could identify the other areas he found to be worse
275 than Chiasso. Mr. Tomazin stated he rated on a scale of 1 to 5, with 1 being very good and 5
276 being very bad. In his opinion, Vadala Bend Court has degraded from pouring the original
277 asphalt where one-half of the street meets the other, that area and the back portion of
278 Menaggio Court are as bad or worse than Chiasso Court. He thinks the rest seem to be in better
279 condition than those three. Mr. Tomazin expressed his feeling that criteria are needed for these
280 decisions due to the expense and liability if an issue is known but not addressed.

281 Mr. Miller stated he is raising several questions. First, what liability could be incurred if
282 the CDD does not address Chiasso in the face of a complaint about a possible injury. The second

283 is, could the response to other streets with equal or worse conditions be considered
284 inadequate if that complaint is addressed.

285 Ms. Viegas recalled the homeowner's complaint was not the only reason proposals for
286 Chiasso were obtained. When the complaint was received, Mr. Cole investigated, and he
287 reported that the problem was due to a cold application of the asphalt causing the asphalt to
288 deteriorate. She believes that, at that time, according to Mr. Cole, the area needed to be
289 repaired. Ms. Viegas suggested Mr. Cole inspect the two new areas mentioned and, in the
290 future, perhaps Mr. Cole can make a recommendation regarding standards, or the team that
291 reviews the roadways can annually review street areas that need to be addressed.

292 Mr. Cole stated he has been the CDD's District Engineer since 1996, when CDD #1
293 started, and, in almost 30 years, this location in Chiasso has been the only place he has seen
294 this problem related to cold application. Some time ago, he submitted a paving repair schedule
295 for both CDDs to Mr. Adams for budgeting purposes. For example, in CDD #1, Fiddler's Creek
296 Parkway was milled and resurfaced from the entrance on 951 up to Championship Drive, and
297 Club Center Boulevard from the Parkway past The Rookery was resurfaced. That is all that has
298 been resurfaced so far. Some asphalt patches were done, and some more are needed, but, in
299 his opinion, it is not necessary to resurface all three areas; CDD #2 can wait a few years. There
300 are some "spider cracks", but they are not degrading into potholes. There are a few potholes to
301 repair, but it is probably better to spend several thousand dollars for pothole repairs rather
302 than hundreds of thousands of dollars for a complete repaving that can be deferred. The
303 condition on Chiasso is unique and it is only going to get worse, so it needs to be repaired.

304 Mr. Cole stated he will inspect the areas and make recommendations. Repaving three or
305 four cul-de-sacs might cost a few hundred thousand dollars.

306 Mr. Miller noted that the CDD does not want to spend extravagantly; however, it is
307 important to preclude any potential injuries or damage and avoid litigation.

308 Mr. Pires stated, once the CDD has been made aware of a dangerous condition, an
309 injury, or a hazardous area, the CDD must remediate it or warn residents by putting cones or
310 tape around the area. On a proactive basis, other Districts that he serves instituted a protocol
311 procedure for reporting and addressing issues.

312 Mr. Miller stated Mr. Cole will inspect the areas discussed. Mr. Klug noted that a
313 proactive inspection schedule exists; the matter has not been ignored.

314

315 **NINTH ORDER OF BUSINESS**

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

316

317

318

319

320 Mr. Cole believes this temporary sign item should not be on the agenda because, in
321 October, the Board approved installing 17 pedestrian crossing signs. Mrs. Adams is working on
322 a contract with Lykins-Signtek for those signs. Mr. Miller noted that those signs were more
323 aesthetically pleasing than the current signs. Mr. Cole stated over 30 pedestrian crossing signs
324 are needed, between those that were temporary and those that were never installed. The 17
325 signs to be put in do not currently exist; there will still be 13 to 15 temporary signs that will still
326 exist and, if the CDD wants to pay \$1,700 each to replace those signs, that can be done in the
327 future.

328 Ms. Viegas voiced her belief that the matter of replacing temporary signs remains to be
329 addressed and should stay on the agenda. Mr. Cole stated the agenda item should be about
330 installation of 17 missing signs.

331 Mrs. Adams stated, in October, the Board approved the installation of the pedestrian
332 signs that do not exist. Today, the temporary signs that need to be replaced with aesthetically
333 pleasing signs, remain to be addressed.

334 Mr. Cole read from the October Minutes: "Installation of 17 decorative pedestrian
335 crossings signs in Aviamar and Veneta where there are none, in an amount not-to-exceed
336 \$28,305, was approved." He stated that motion applied to signs that do not currently exist; he
337 does not have a proposal to replace the temporary signs that do exist. He can request a
338 proposal to replace the existing temporary signs, if directed to do so.

339 Mr. Miller voiced his belief that a motion to replace the existing temporary signs with
340 more aesthetically pleasing signs was previously approved.

341 Mrs. Adams recalled the discussion about use of Construction Funds.

342 Ms. Viegas recalled it being noted that some temporary signs are in construction areas
343 where they will be damaged, so it was decided not to do those signs yet. She believes the
344 temporary signs are on hold.

345 Mr. Cole stated the Capital Projects Fund shows the 2014 bond has approximately
346 \$47,000 remaining. Those funds have been used to pay for the work related to the traffic signal.
347 At some point, those funds will go into the General Fund. He estimated a cost of over \$50,000
348 between the signs that were approved for \$28,000 and whatever existing temporary signs are
349 replaced.

350 Mr. Miller asked if Mr. Cole is suggesting that the existing signs not be replaced with
351 fancier signs. Mr. Cole stated he is not; he is just reporting the facts.

352 Mr. Miller asked if anybody would like to make that suggestion.

353 Mr. Cole stated, with Board direction, he will obtain a proposal to replace the existing
354 temporary signs. He thinks there might be only one or two signs related to the areas of
355 construction along Dorado; he believes everything else is built.

356 Mr. Miller expressed his opinion that Mr. Cole's point is that, if the CDD finds modest
357 substitutes for the unaesthetic signs, the Construction Fund will be exhausted, is valid. He
358 noted that Mr. Cole nodded in agreement.

359 Mr. Klug recalled discussion about whether some portion of the cost should be borne by
360 the Developer, as opposed to CDD #2. He believes the matter should be addressed as, in his
361 opinion, some of the cost of the signs should be a Developer responsibility.

362 Mr. Miller agreed that some, but not all the cost of the signs, should be a Developer
363 responsibility. Ms. Viegas added she raised this issue at multiple meetings. Mr. Klug thinks
364 feedback from the Developer is needed before the Board can make a decision.

365 Mr. Miller concurred and stated his belief is that the Board wants the Developer to pay
366 for a portion of the signs. He does not remember the portion of the expense that the CDD
367 wants the Developer to pay for. Ms. Viegas did not remember either, but she believes Mr. Parisi
368 was supposed to decide how many the Developer is responsible for.

369 Mr. Haak stated his understanding that the discussion relates to the replacement of the
370 existing temporary signs, and the matter of the missing signs is off the table. As it relates to the

371 replacement of the existing temporary signs, he suggested the Board obtain a proposal,
372 determine what it believes is the Developer's responsibility, and the Developer will consider it
373 and respond.

374 Ms. Viegas recalled that Mr. Parisi and Mr. Cole were supposed to meet and review the
375 temporary sign locations.

376 Mr. Miller stated he does not want to put Mr. Cole in the middle; he asked Mr. Haak to
377 speak with Mr. Parisi.

378 Mr. Tomazin thinks there are more than 17 temporary signs and asked who determined
379 that number. Mr. Cole stated his recollection from months ago is that 17 signs were missing.

380 Mr. Miller wants to limit the discussion to the unaesthetically pleasing signs.

381 Ms. Viegas recalled that there were 17 such signs. She further recalled that there were
382 17 temporary signs that needed to be replaced with more decorative signs and 17 signs that
383 were missing for a total of 34. It was agreed at the October meeting as Mr. Cole read in the
384 meeting minutes that the Board approved the proposal for 17 signs that were not there, i.e.,
385 missing signs.

386 Mr. Tomazin reiterated his belief that there are many more than 17 signs with only a
387 metal post.

388 Mrs. Adams noted that the construction signs are temporary.

389 Mr. Miller suggested the number of signs be left open for Mr. Cole to provide a count.

390

391 **TENTH ORDER OF BUSINESS**

**Consideration of Construction Contract
and Invoice [Sophistico Floors Corp d/b/a
Sophistico Construction]**

392

393

394

395 Mr. Cole recalled that the pumps were installed in November and the roof has not been
396 put on the pumphouse, so a temporary canopy was installed above the control panel,
397 temporarily protecting against wind and rain. He recalled that the Board approved the contract
398 with Sophistico for the pumphouse work, including the roof last month. He has never dealt with
399 a building permit before. Sophistico requested a deposit of \$55,000, and he told them that was
400 not listed in the contract. Sophistico told him that the permit to do the work cannot be

401 obtained unless truss drawings are submitted, and the drawings cannot be done unless a
402 deposit is made. He asked Sophistico to break down the \$55,000, but he has not received a
403 response yet.

404 Mr. Klug stated this will not change the contract and suggested paying the deposit to
405 keep this project moving forward because, if not, it will delay the project more. He noted that
406 the temporary canopy is subject to heavy winds and other inclement weather.

407 Mr. Miller stated that he does not want to approve payment of the deposit until the
408 detail behind the \$55,000 is received.

409 Mr. Klug motioned to approve the \$55,000. Mr. Tomazin stated he understands and
410 agrees with Mr. Klug's position, but, in his opinion, if the contract had payment terms and this
411 payment request was not included, the CDD needs to make sure Sophistico does not ask for
412 other payments.

413 Ms. Viegas asked Mr. Cole if Sophistico has been responsive to his requests. Mr. Cole
414 stated he saw a call from them during this meeting. Ms. Viegas suggested approval of the
415 \$55,000 be contingent on Sophistico supplying the details for the \$55,000. Mr. Miller stated he
416 will look to Mr. Cole to accept the details.

417

418 **On MOTION by Mr. Klug and seconded by Mr. Tomazin, with all in favor,**
419 **Sophistico Construction Invoice #1110, in the amount of \$55,000, contingent**
420 **upon the District Engineer receiving the itemized backup requested, was**
421 **approved.**

422

423

424 Ms. Viegas asked Mr. Cole and Mr. Pires for the status of the agreement of
425 understanding for an Environmental Resource Permit (ERP) required by the South Florida Water
426 Management District (SFWMD), that was raised at the last meeting and was supposed to be
427 reviewed at this meeting. Mr. Pires stated he submitted the draft to Mr. Schmidt, a CDD #1
428 Board Member, since Mr. Schmidt is involved in the project. The draft was provided to the
429 Developer a week and a half ago, and no comments have been received yet. Some additional
430 plans and exhibits are necessary to complete the package. The draft was inadvertently omitted
431 from CDD #2's agenda package. Today, CDD #1 voted to table the agreement to the next

432 meeting, pending receipt of the Developer's comments and the necessary exhibits. He
433 anticipates a draft agreement will be provided well in advance of the next Board meeting. He
434 has hard copies, should anyone want to view a preliminary version of the agreement, to date.

435

436 **ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
437 Statements as of January 31, 2024**

438

439 Mr. Miller noted that the interest from the Synovus Bank Money Market Account is not
440 reflected in the financials. Ms. Viegas stated she had already emailed Mr. Adams about it and
441 Mr. Adams forwarded her questions to Mr. Jeff Pinder, in the Accounting Department.

442 Mr. Adams stated the interest is apparently not booking to the General Fund; it has
443 been posted to the cash account on the balance sheet and a change to that is being done now.
444 The rate is currently 4.75%.

445 Ms. Viegas stated she emailed additional questions to Mr. Adams. Mr. Adams stated he
446 is still waiting for answers to the bond-related questions Ms. Viegas raised. He is going to move
447 an additional \$1 million into the Synovus account, which currently pays 4.75% interest.

448 The financials were accepted.

449

450 **TWELFTH ORDER OF BUSINESS**

Approval of Minutes

451

452 Mrs. Adams presented the following Meeting Minutes:

453 **A. January 24, 2024 Regular Meeting**

454 Mr. Tomazin voiced his opinion that Lines 134 through 137 should have a comment
455 added to indicate that Mr. Parisi's comments were not part of the item being discussed. The
456 Board and Staff explained that the minutes are a reflection of the recordings and that
457 comments cannot be added. The lines were left as written with no comments added.

458 The following change was made:

459 Line 174: Change "Fining" to "Irrigation"

460

461 **On MOTION by Ms. Viegas and seconded by Mr. Nuzzo, with all in favor, the**
462 **January 24, 2024 Regular Meeting Minutes, as amended, were approved.**

463

464

465 **B. February 7, 2024 Special Meeting and Attorney-Client Executive Session**

466 Ms. Viegas stated that she edits all meeting minutes before they are included in the
467 agenda books, but she did not review these minutes before they were included.

468 Mr. Miller recalled that the Court Reporter did not show up. Ms. Viegas stated that the
469 Court Reporter did show up, but she was late so Mr. Adams sent her away and agreed to send
470 her the recording of the meeting. Mr. Miller stated the Court Reporter arrived late, left shortly
471 after arriving, and did not do any work while present, so she did not do any work as a Court
472 Reporter. He voiced his opinion that the Court Reporter's presence should be deleted; he
473 hoped that she did not send a bill.

474 Mr. Adams stated the Court Reporter did not send a bill.

475 The following changes were made:

476 Line 21: Delete "Court Reporter"

477 Line 31: Change "spoke" to "were present"

478 Line 64: Change "Miller" to "Nuzzo"

479 Mrs. Adams reminded the Board Members to state their names when making and
480 seconding motions.

481 Line 81: Change "2014" to "2024"

482 Line 85: Change "8:00" to "10:00"

483

484 **On MOTION by Ms. Viegas and seconded by Mr. Nuzzo, with all in favor, the**
485 **February 7, 2024 Special Meeting and Attorney-Client Executive Session**
486 **Meeting Minutes, as amended, were approved.**

487

488

489 **THIRTEENTH ORDER OF BUSINESS****Action/ Agenda or Completed Items**

490

491 Item 8: Delete "Vice"

492 Item 11: Change "Pies" to "Pires"

493 Ms. Viegas noted regarding item 11 she has requested the Board be sent the two letters
494 Mr. Pires sent to SOLitude at the last few meetings and the Board has still not received them.

495 Mr. Pires apologized and said he would send them to Mrs. Adams for distribution to the Board.
496 Ms. Viegas also stated two items were missing which she gave to Mrs. Adams at the beginning
497 of the meeting to add.

498

499 **FOURTEENTH ORDER OF BUSINESS** **Staff Reports**

500

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

502 Mr. Pires stated he sent all the correspondence from Menaggio to the Board; he
503 provided hard copies of the correspondence indicating that they have new equipment and that
504 "any discharge of pool water will be neutralized pool water."

505 Mr. Miller expressed his opinion that the response was adequate. He asked Mr. Pires to
506 make sure they do what they said they would do in their last response.

507 Mr. Pires stated he will follow up to make sure the matter is addressed.

508 Ms. Viegas asked if the other condo developments in CDD #2 are doing the same thing.
509 She questioned if it makes sense to have Mr. Pires send letters to each condo association to
510 make them aware of the issue and ask them to make sure they are not releasing the chemical
511 into CDD #2's properties or waterways.

512 Ms. Viegas asked Mr. Michael Buck, who initially raised the issue, if he reviewed any
513 other community pool. He stated he did not.

514 The Board agreed Mr. Pires should send letters.

515 Mr. Haak was asked to send the list of property management companies and contact
516 information to Mr. Pires for each condo village in CDD #2.

517 The Board and Staff discussed whether condo Board Presidents should be contacted.

518 Mr. Pires stated they were contacted for Menaggio. Ms. Viegas stated Mr. Haak has that
519 contact information, as well, if Mr. Pires wants to include them.

520 Mr. Pires raised the issue of individual home pools and whether they have the same
521 issue. Mr. Buck stated individual home pools are smaller and have different filters, so they
522 would not have the issue.

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

- 524
- **NEXT MEETING DATE: March 27, 2024 at 10:00 AM**

525 ○ **QUORUM CHECK**

526 Supervisors Miller, Viegas, Nuzzo and Klug confirmed their attendance at the March 27,
527 2024 meeting. Supervisor Tomazin will attend via telephone.

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

529 The Operations Report was included for informational purposes.

530 Mrs. Adams reported and discussed the following:

531 ➤ Regarding the Holiday Lighting Program, she received an additional credit of \$750 from
532 Trimmers Holiday Décor, reducing the balance due from \$1,500 to \$750.

533 ➤ Brimmers Custom Décor emailed a cost estimate of \$5,000 for next year, which would
534 include two weekly night visits in December.

535 ➤ The current contract with Trimmers Holiday Décor is \$3,000; it was the first year of
536 installation and there were issues, but no complaints were received. This can be discussed
537 during budgeting.

538 ➤ Trimmers Holiday Décor serves CDD #2, CDD #1 and The Foundation, which is why the
539 lower cost of \$3,000 is offered for holiday lights. Asked how they responded when it was
540 discovered that the lights were off more than they were on, they advised that they were not
541 informed of an issue. In the future, the Security officers at the Sandpiper gatehouse should let
542 Management know when the lights are off. It is possible that Security did not notice because it
543 was the first year the holiday lights were installed. CDD #1 pays more because they have more
544 lights and CDD #1 funds the decorations on the Main gatehouse.

545 Discussion ensued regarding holiday lighting.

546 It was agreed that, during the next holiday season, the Sandpiper gatehouse staff should
547 let Mrs. Adams know if the palm tree lights are not lit. Mrs. Adams will provide an alternate
548 contact if she will not be available.

549 ➤ In response to a question from Ms. Viegas, Mrs. Adams stated GulfScapes is currently
550 working on a month-to-month basis under the contract at the same price; there is a system for
551 contract renewals and bidding, but this contract renewal was overlooked.

552 Ms. Viegas asked if the irrigation is still being adjusted in common areas, given the wet
553 conditions, or has the regular schedule resumed. Mr. Benet stated the regular schedule
554 resumed; the weather is monitored daily.

555 Mr. Tomazin noted a large difference between the two bids for the Street Light/Signpost
556 project and asked if the bids are comparable.

557 Mrs. Adams stated the bids are comparable; the Board is aware and agreed to go with
558 the low bid during the December meeting. Lykins-Signtek is always the most expensive; in this
559 case, Florida Painters can do just as good a job for a much better price. The Board will be
560 considering Florida Painters during the Fiscal Year 2024/2025 budget deliberations.

561 Mr. Miller asked if Lykins-Signtek is aware that its prices are so high. Mrs. Adams replied
562 affirmatively.

563

564 **FIFTEENTH ORDER OF BUSINESS**

Adjournment

565

566 There being nothing further to discuss, the meeting adjourned at 11:31 a.m.

567

568

569

570

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

571
572
573
574
575
576

Secretary/Assistant Secretary

Chair/Vice Chair

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2**

**ACTION/AGENDA
ITEMS**

FIDDLER'S CREEK CDD #2

#	MTG DATE ADDED TO LIST	ACTION/ AGENDA Or BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	08.25.21	ACTION	Staff: RE: Assessment increase: Mailed Notice & public notices should be an agenda item for Board review & editing prior to mailing.	X			
2	01.25.23	BOTH	Mr. Cole: Reconvene irrigation team to discuss irrigation system installation update.	X			
3	03.22.23	ACTION	Mr. Cole: Inspect location in Museo that might need a geotube repair for lake bank erosion. 10.25.23: Mr. Cole: Inspect area again.	X	X		
4	05.31.23	ACTION	Auditor: Provide DRAFT AUDIT for early review in 2024	X			
5	06.28.23	ACTION	Mr. Cole: Ask Grady Minor why approx 30 locations of Pedestrian crossings that need signs were on the plan. Ascertain if Manual on Uniform Traffic Control Devices (MUTCD) requires signs. Mr. Pires: Advise Board if the CDD has liability.	X			
6	08.23.23	ACTION	Mr. Pires: Submit a formal demand to SOLitude for cleanup costs.	X			
7	10.25.23	ACTION	Mr. Pires: Work with Chair to authorize further extension of license agreements to 01.31.24. 01.24.24: Mr. Pires suggested extension of license agreements be extended to March.	X			
8	10.25.23	ACTION	Mr. Cole: Check Grady Minor's plans regarding sign specifications.	X			
9	10.25.23	ACTION	Mr. Cole: Research if use of bond funds for traffic signal on US41 set a precedent.	X			
10	12.13.24	ACTION	Mr. Pires: Send follow up letter to SOLitude demanding reimbursement in return in the amount of \$9,302.58. 01.24.24: Mr. Pires: Email original letter & follow up letters to Board.	X			
11	01.24.24	ACTION	Mr. Pires: Draft Agreement of Understanding re: Developer & Engineer requirements related to CDDs, as specified in the permit modifications.	X			
12	01.24.24	ACTION	All Staff: Provide all Agreements and Contracts to Board one week in advance of meeting date.	X			
13	02.28.24	ACTION	Mr. Pires: Prep 3 rd Amendment to Amador Temporary License Agrmt.	X			
14	02.28.24	ACTION	Mr. Pires: Send letter to homeowners re: CDD will not accept the plantings and the homeowner must maintain the Clusia they installed.	X			
15	02.28.24	ACTION	Mr. Cole: Present Landshore Restoration Proposal for lake repair at next month's meeting.	X			
16	02.28.24	ACTION	Mr. Cole: Review 3 proposals (Chiasso Ct Milling and Resurfacing, Sandpiper Dr Sidewalk Repairs & Museo Cir Valley Gutter Replacement) and present at next meeting.	X			

FIDDLER'S CREEK CDD #2

#	MTG DATE ADDED TO LIST	ACTION/ AGENDA Or BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
17	02.28.24	ACTION	Mr. Cole: Inspect Venetta cul-de-sacs & make recommendations.	X			
18	02.28.24	ACTION	Mr. Pires: Make sure the matter of Menaggio's new equipment & that "any discharge of pool water will be neutralized pool water" was done as they said they would do it in their last response.	X			
19	02.28.24	ACTION	Mr. Pires: Send letters to each condo assoc to make them aware of the issue & ask them to make sure not to release the chemical into CDD #2's properties or waterways.	X			
20	02.28.24	ACTION	Mr. Haak: Send list of property management companies & contact info to Mr. Pires for each condo village in CDD #2.	X			
21	02.28.24	ACTION	Mrs. Adams: Discuss potential Auditor RFP following acceptance of the FY 2023 Audit and while working on the FY2025 budget.	X			
22	02.28.24	ACTION	Mrs. Adams: Include Streetlight Posts and Signpost Painting Projects in the FY2025 budget. Project to be considered in fall 2024.	X			

FIDDLER'S CREEK CDD #2

#	MTG DATE ADDED TO LIST	ACTION/ AGENDA Or BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	10.25.23	ACTION	Mr. Parisi: Have his Engineer review Mr. Cole's suggestions regarding necessary signage in Aviamar and report his findings.			X	01.24.24
2	10.25.23	ACTION	District Management: Fix website issue related to email link for Estoppel letters. 12.13.23: RE: Estoppel email link is not working; Mr. Adams will look into it.			X	01.24.24
3	12.13.24	ACTION	Mr. Hennessey: Provide Juniper's 2024 schedule to Mrs. Adams when received.			X	01.24.24
4	10.25.23	ACTION	Mr. Nott: Inspect the areas replanted by SOLitude and report status.			X	02.28.24
5							

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2**

**STAFF
REPORTS**

FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 25, 2023	Regular Meeting	10:00 AM
November 8, 2023* CANCELED	Regular Meeting	10:00 AM
December 13, 2023*	Regular Meeting	10:00 AM
January 24, 2024	Regular Meeting	10:00 AM
February 7, 2024	Special Meeting and Attorney-Client Executive Session	9:00 AM
February 28, 2024	Regular Meeting	10:00 AM
March 27, 2024	Regular Meeting	10:00 AM
April 24, 2024	Regular Meeting	10:00 AM
May 22, 2024 <i>rescheduled to May 29, 2024</i>	Regular Meeting	10:00 AM
May 29, 2024	Regular Meeting	10:00 AM
June 26, 2024	Regular Meeting	10:00 AM
July 24, 2024	Regular Meeting	10:00 AM
August 28, 2024	Public Hearing & Regular Meeting	10:00 AM
September 25, 2024	Regular Meeting	10:00 AM

***Exceptions**

*November meeting date is two weeks earlier to accommodate the Thanksgiving holiday.
December meeting date is two weeks earlier to accommodate the Christmas holiday.*