

# **FIDDLER'S CREEK**

**COMMUNITY DEVELOPMENT**

**DISTRICT #2**

**April 24, 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

April 17, 2024

**ATTENDEES:**

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

Board of Supervisors

Fiddler's Creek Community Development District #2

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #2 will hold a Regular Meeting on April 24, 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
  - Continued Discussion/Consideration of Replacement of Seventeen (17) Temporary Signs in Aviamar and Veneta with Permanent Decorative Signs
7. Discussion: Bidding Requirements Clarification
8. Engineer's Report/Update: *Hole Montes, a Bowman Company*
  - A. Consideration of Landshore Enterprises, LLC Proposal #4156 for Shoreline Restoration
  - B. Consideration of Napier Sprinkler, Inc. Proposal #e1431 for Rip Rap Repairs
  - C. Consideration of Sophistico Construction Proposal for Pumphouse 3/4 Truss Repairs from Water Damage

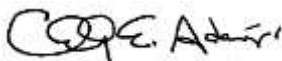
- 9. Consideration of Aqua-Matic Irrigation Systems, Inc. Revised Proposal for Gate Valve Replacements at Veneta
- 10. Discussion/Consideration of Bentley Electric Proposal for Lack of Lighting at Sandpiper Drive/Oyster Harbor Entrance
- 11. Discussion: Interlocal Agreements with CDD #1 [Irrigation Distribution Lines]
  - Consideration of Second Amendment to Interlocal Agreement
- 12. Acceptance of Unaudited Financial Statements as of March 31, 2024
- 13. Approval of March 27, 2024 Regular Meeting Minutes
- 14. Action/Agenda or Completed Items
- 15. Staff Reports
  - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
  - B. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: May 29, 2024 at 10:00 AM [Presentation of Fiscal Year 2024/2025 Proposed Budget]
      - QUORUM CHECK
- C. Operations Manager: *Wrathell, Hunt and Associates, LLC*

|        |                      |                                    |                                |                             |
|--------|----------------------|------------------------------------|--------------------------------|-----------------------------|
| 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 |

16. 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 2 CDD  
Treatment Report for March 2024**

| Lake # | Work Performed | Target        | Target        | Treatment Date | Treatment Date | Notes                               |
|--------|----------------|---------------|---------------|----------------|----------------|-------------------------------------|
| 1      | Treated        | Grasses/Weeds |               | 3.15.24        |                | Sprayed lake bank weeds             |
| 2      | Treated        | Grasses/Weeds |               | 3.8.24         |                | Sprayed Littorals for Grasses/weeds |
| 3      | Treated        | Grasses/Weeds |               | 3.8.24         |                | Sprayed lake bank weeds             |
| 4      | Treated        | Grasses/Weeds |               | 3.8.24         |                | Sprayed Littorals for Grasses/weeds |
| 5      | Treated        | Grasses/Weeds |               | 3.8.24         |                | Sprayed Littorals for Grasses/weeds |
| 6      | Treated        | Grasses/Weeds |               | 3.8.24         | 3.25.24        | Sprayed lake bank weeds             |
| 7A     | Treated        | Grasses/Weeds |               | 3.8.24         |                | Sprayed lake bank weeds             |
| 7B     | Treated        | Grasses/Weeds |               | 3.8.24         |                | Sprayed lake bank weeds             |
| 7C     | Treated        | Grasses/Weeds |               | 3.8.24         |                | Sprayed lake bank weeds             |
| 7D     | Treated        | Grasses/Weeds |               | 3.8.24         |                | Sprayed Littorals for Grasses/weeds |
| 8      | Inspected      |               |               | 3.8.24         |                | No major Problems                   |
| 9      | Treated        | Tropedoglass  |               | 3.25.24        |                | Sprayed Littorals for Tropedoglass  |
| 23     | Treated        | Tropedoglass  | Grasses/Weeds | 3.15.24        | 3.25.24        | Sprayed Littorals for Tropedoglass  |
| 24     | Inspected      |               |               | 3.15.24        |                | No major Problems                   |
| 25A    | Inspected      |               |               | 3.15.24        |                | No major Problems                   |
| 25B    | Treated        | Tropedoglass  |               | 3.25.24        |                | No major Problems                   |
| 65E    | Treated        | Tropedoglass  | Grasses/Weeds | 3.21.24        | 3.27.24        | Sprayed Littorals for Tropedoglass  |
| 65F    | Treated        | Grasses/Weeds |               | 3.21.24        |                | Sprayed Littorals for Grasses/weeds |
| 65G    | Treated        | Grasses/Weeds | Grasses/Weeds | 3.21.24        | 3.25.24        | Sprayed Littorals for Grasses/weeds |
| 84A    | Treated        | Grasses/Weeds |               | 3.27.24        |                | Sprayed lake bank weeds             |

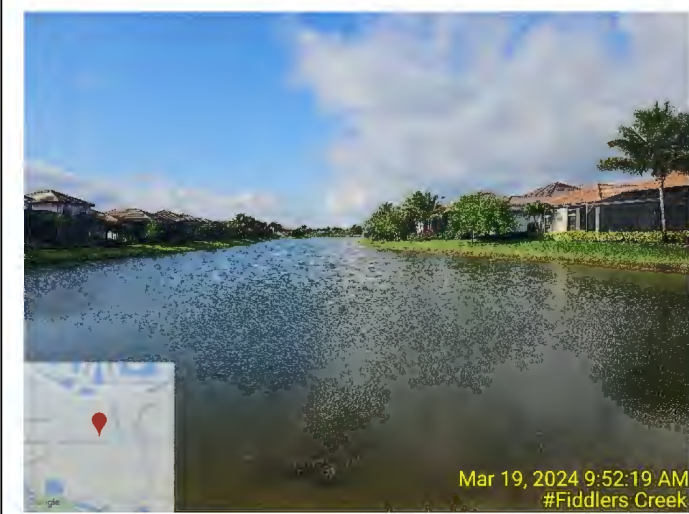
**SUPERIOR WATERWAY  
SERVICES, INC.**



| Lake # | Work Performed | Target        | Target       | Treatment Date | Treatment Date | Notes                               |
|--------|----------------|---------------|--------------|----------------|----------------|-------------------------------------|
| 84B    | Treated        | Grasses/Weeds |              | 3.27.24        |                | Sprayed Littorals for Grasses/Weeds |
| 85A    | Treated        | Grasses/Weeds |              | 3.27.24        |                | Sprayed Littorals for Grasses/Weeds |
| 85B    | Treated        | Grasses/Weeds |              | 3.27.24        |                | Sprayed Littorals for Grasses/Weeds |
| 85C    | Treated        | Grasses/Weeds |              | 3.27.24        |                | Sprayed Littorals for Grasses/Weeds |
| 85D    | Treated        | Grasses/Weeds |              | 3.27.24        |                | Sprayed Littorals for Grasses/Weeds |
| 88     | Treated        | Grasses/Weeds | Tropedogross | 3.15.24        | 3.25.24        | Sprayed Littorals for Grasses/Weeds |
| 89     | Treated        | Grasses/Weeds | Tropedogross | 3.15.24        | 3.25.24        | Sprayed Littorals for Grasses/Weeds |
| 90     | Treated        | Grasses/Weeds | Tropedogross | 3.8.24         | 3.25.24        | Sprayed Littorals for Grasses/Weeds |
|        |                |               |              |                |                |                                     |

Overall property looks good, lakes 90,88 and 65E have a little Illinois Pondweed, we will continue monitor and treat as needed.

On 3.25.24 and 3.27.24 we had a 5-man crew out using backpack sprayers to treat littorals for Tropedogross and weeds



Lake 7 No problems



Lake 4 North end Littorals filling in





Lake 88 traces of Pondweed will monitor and treat as needed



Lake 90 Littorals starting to fill in

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

**5A**

# CDD 2

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MARCH 2024

PRESENTED BY: RYAN HENNESSEY & JOSEPH PARISI

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# CDD 2 FOUNDATION CONTRACTED RESPONSIBILITIES

1. Tree Canopy Trimming
2. Irrigation
  - [Irrigation@Fiddlerscreek.com](mailto:Irrigation@Fiddlerscreek.com)
3. Pressure Washing
  - [Pressurewashing@Fiddlerscreek.com](mailto:Pressurewashing@Fiddlerscreek.com)



# TREE CANOPY TRIMMING

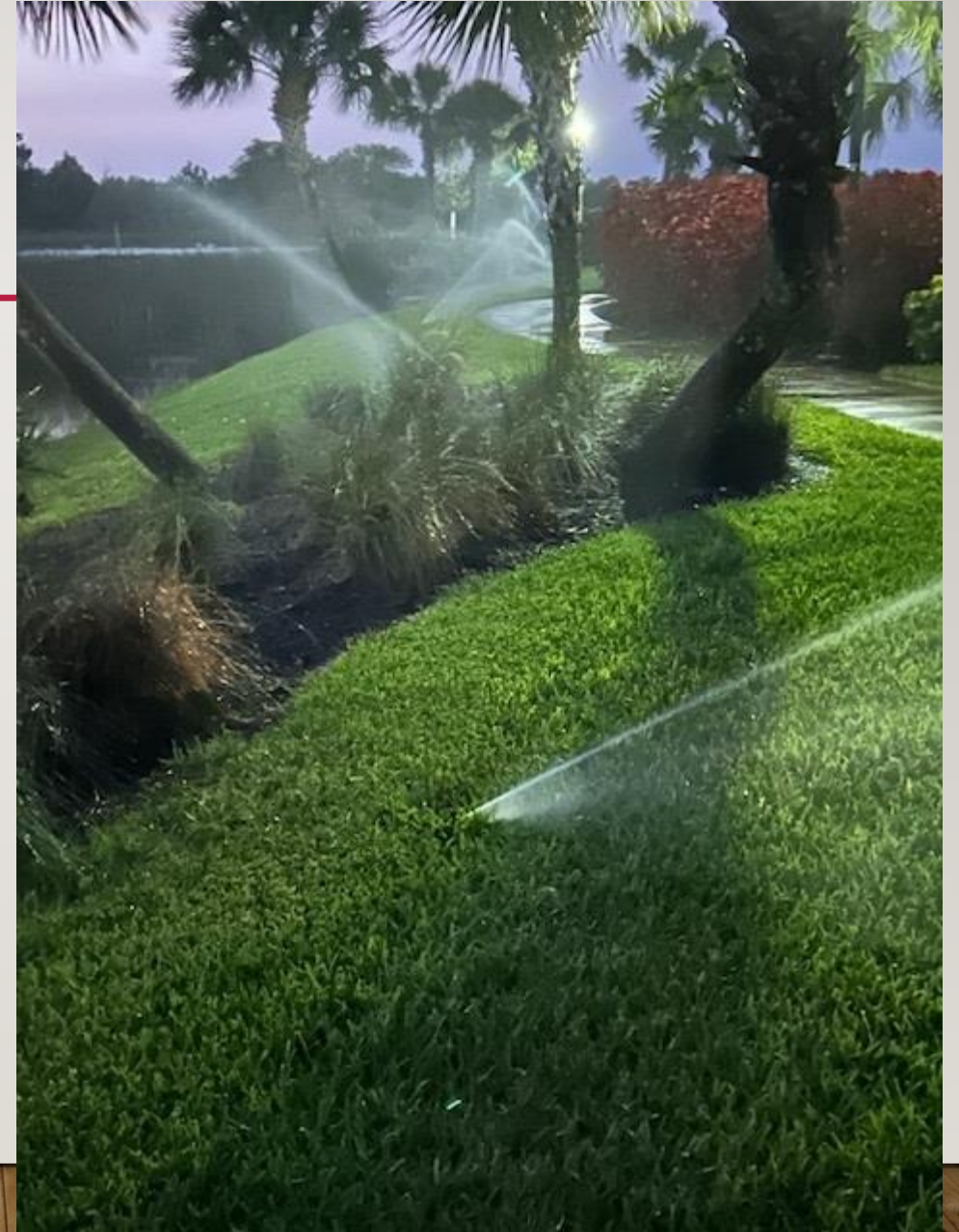
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- Trimming Fruited Palms throughout CDD1 and CDD2 on Sandpiper Boulevard
- Trimming Hardwoods in CDD1 and CDD2(Buffer around Veneta)

# IRRIGATION PROJECTED USAGE

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- 20 Programmed Village Satellites
  - Monday, Wednesday & Saturday
  - 9:00 pm – 8:00 am
  - 13 Possible Run Cycles / 2 Rain Holds
- 9 Programmed Common Satellites
  - Tuesday, Thursday & Sunday
  - 13 Possible Run Cycles / 1 Rain Hold
- March Water Estimated Calculation Usage
  - Villages: 8,683,829 Gallons
  - Common: 5,571,036 Gallons
- Total Water Usage in March 2024 was 48,629,817 Gallons.  
Total Water Usage in March 2023 was 60,448,479 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 March:



## I-15 Varenna/Laguna

3/12/24- The satellite failed to communicate. Cleaned all radio connections and reset the unit.

## I-17 Veneta Entrance

3/21/24- The satellite failed to communicate. Radio lost power. Turned back on and restored the radio link.

## I-21 Campanile Buffer

3/24/24- The satellite failed to communicate. Came in on Sunday and found no 110-volt power supply. Electrician found power supply originated on Mahogany Bend streetlight circuit. Power was restored on 3/29/24.

# PRESSURE WASHING

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- Recently completed:
  - Campanile area
- Presently working:
  - Laguna, Varenna, and then Oyster Harbor





# Current Month's Projected Plan

- Completed
- Current Month Progress

# 2024 Mapping





Questions?



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

**5B**

# Safety Department Update

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DIRECTOR OF COMMUNITY SERVICES –  
Ryan Hennessey

SAFETY MANAGER – Richard Renaud

Fiddler's Creek



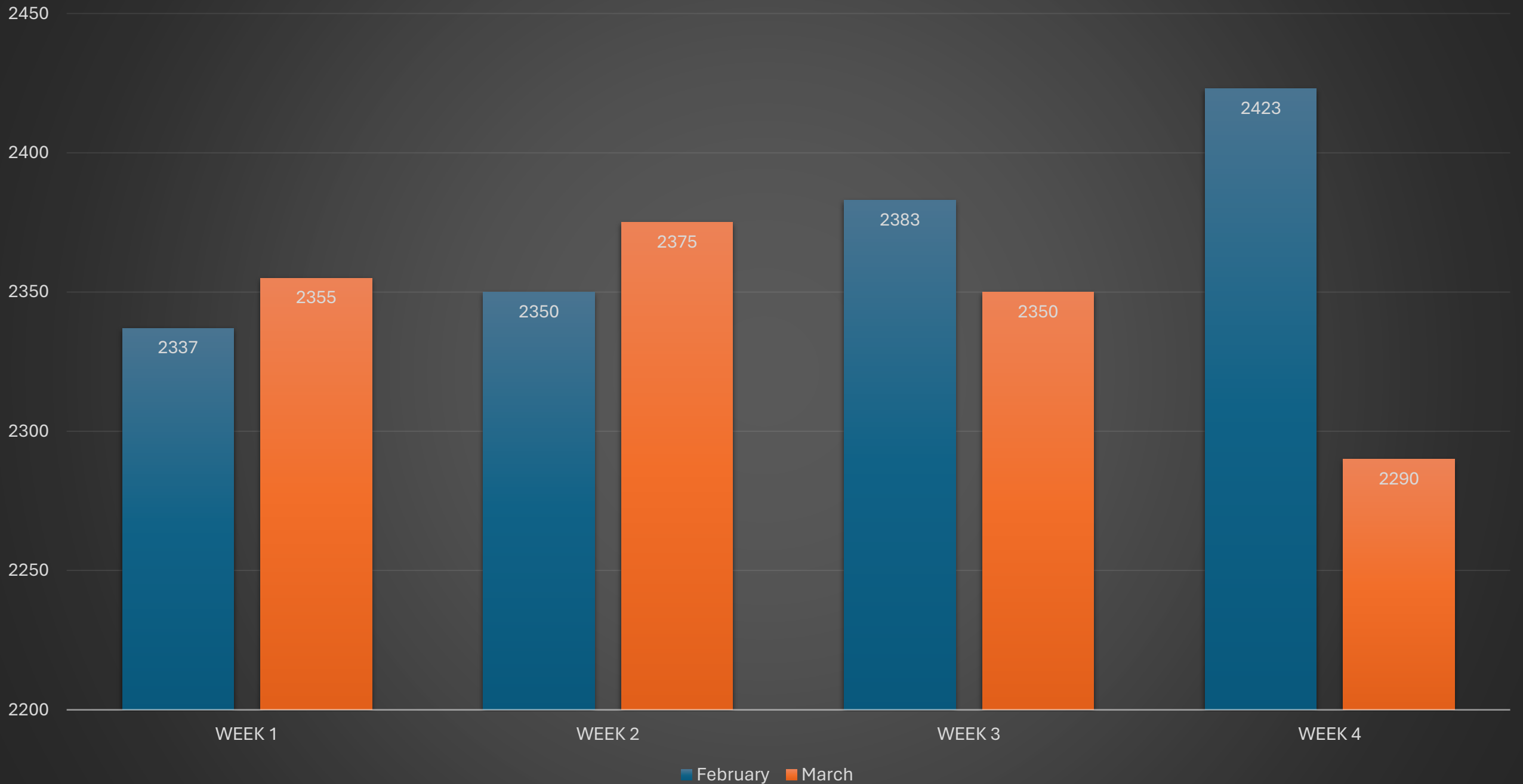
# Gate Access Control

- 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](mailto: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: February 2024-March 2024

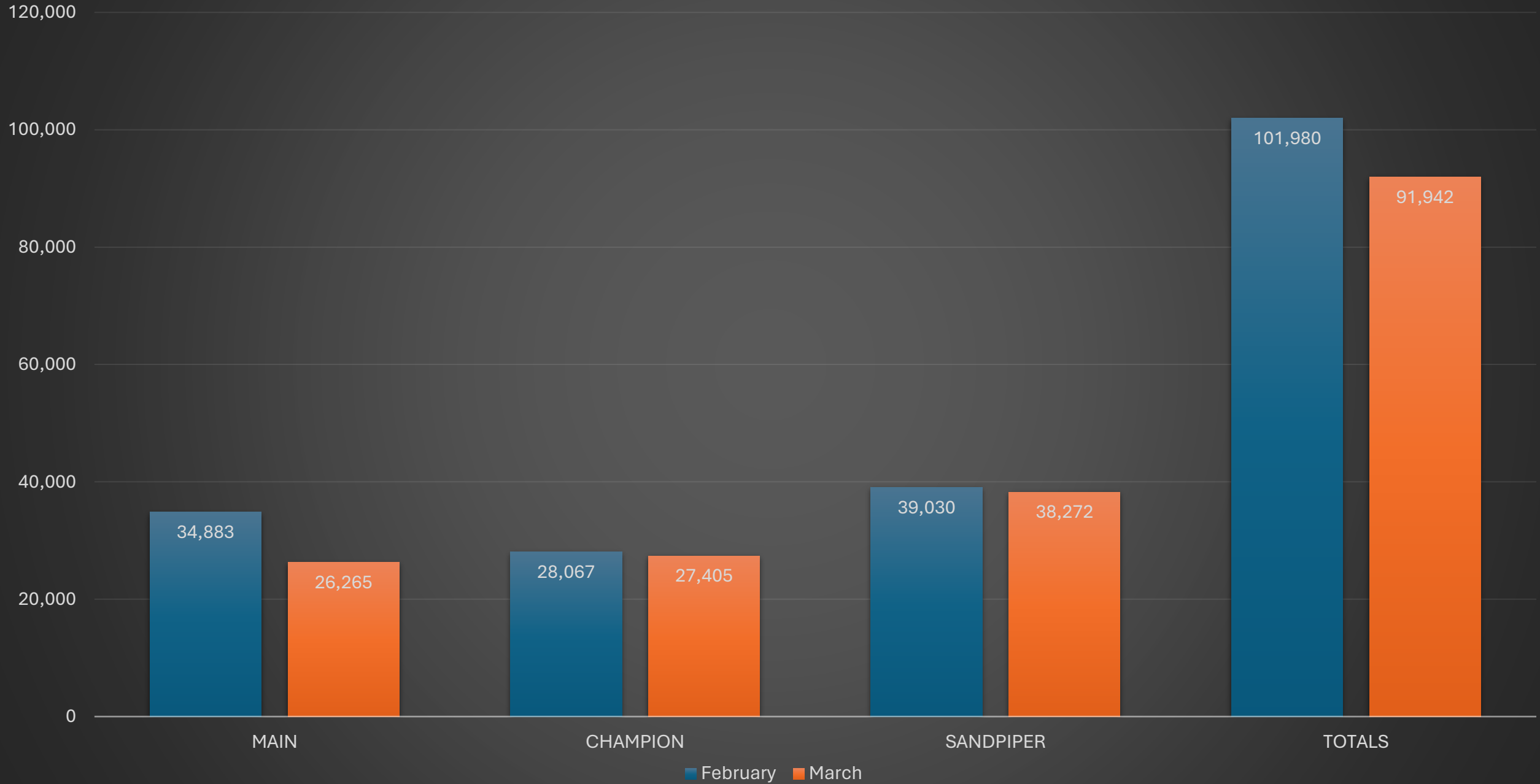


# GATEHOUSES and PATROLS

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

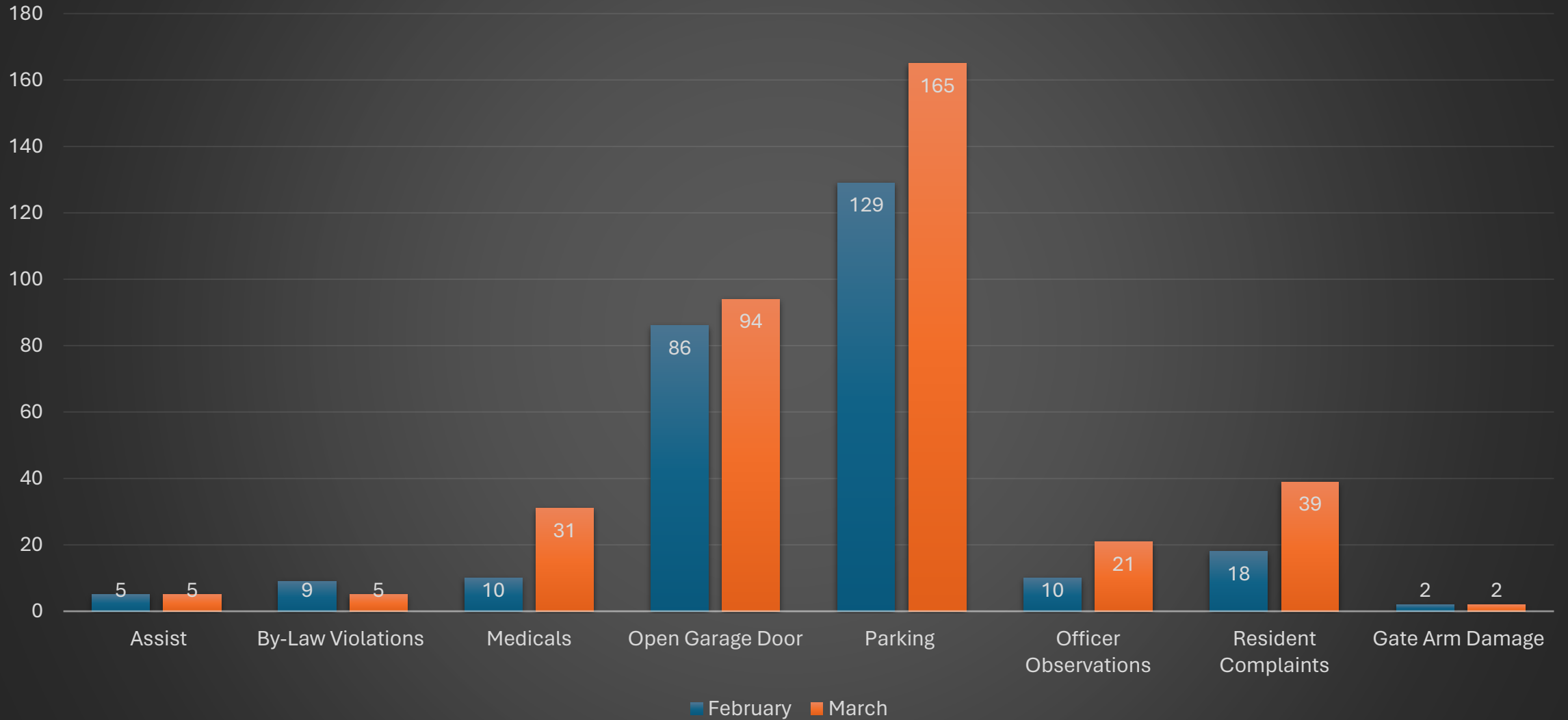


# GATE HOUSE ACTIVITY: February 2024-March 2024





# Incident Reports: February 2024- March 2024

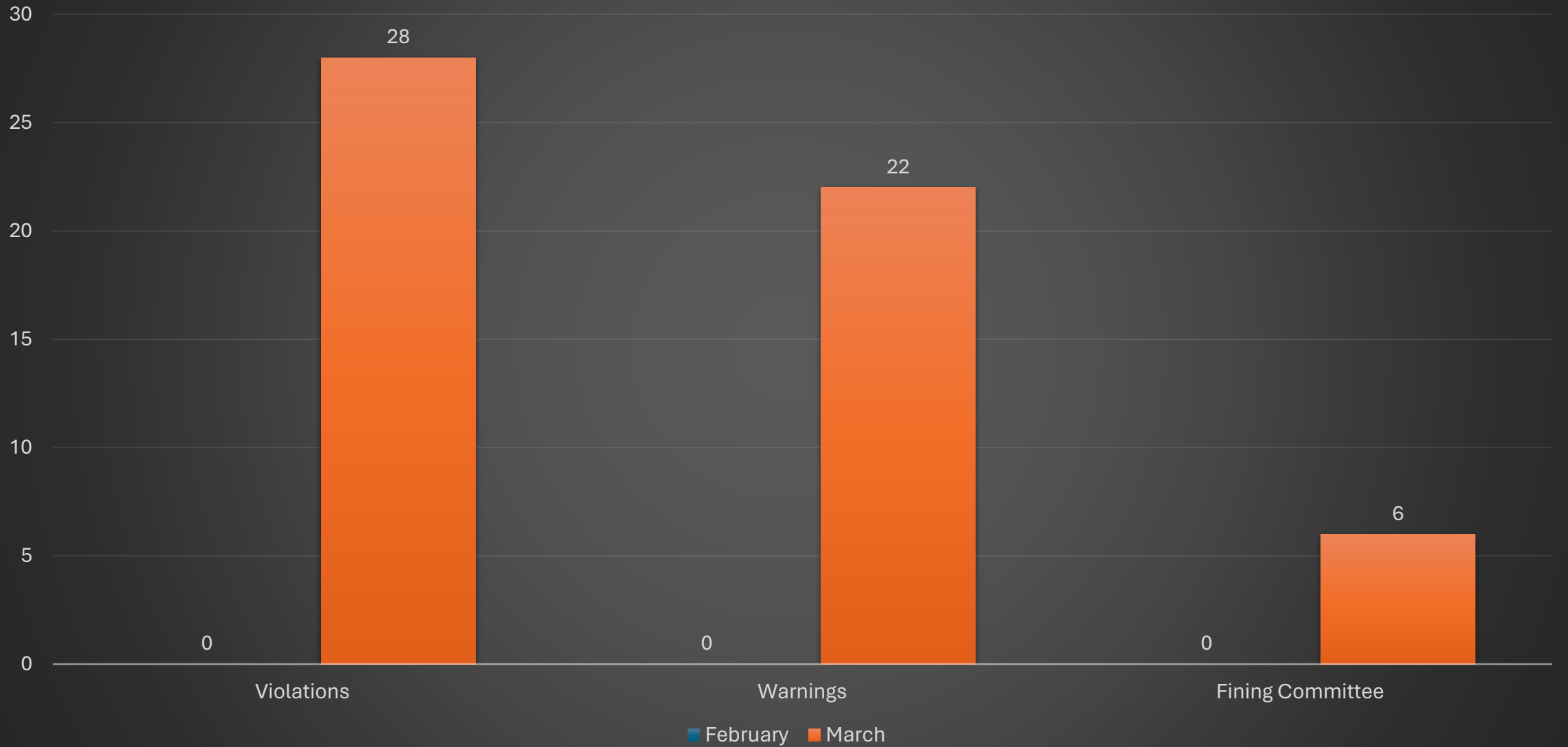




# SPEED DETECTION and ENFORCEMENT

- Portable speed detection device
- Deployed throughout Fiddler's Creek at random
- Fixed device located on Cherry Oaks Trail

# Traffic Hawk Speeding Violations: February 2024- March 2024



# FIDDLER'S CREEK CCSO STATISTICS

**MARCH 1<sup>ST</sup>- MARCH 31<sup>ST</sup>**

| Type ( <u>Most common</u> ) | Number |
|-----------------------------|--------|
| Extra Patrol                | 79     |
| Medical Calls               | 31     |
| 911 Hang-ups                | 18     |
| Alarm Calls                 | 16     |
| Traffic Stops               | 10     |
| Crashes                     | 3      |



# QUESTIONS?

- Thank you



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

**7**

★ Fwd: RE: [EXTERNAL] Question

To LINDA VIEGAS <lasveg@comcast.net>

From: LINDA VIEGAS <lasveg@comcast.net>

Sent: Wednesday, March 27, 2024 5:52 PM

To: Terry Cole <terrycole@hmeng.com>

Subject: RE: [EXTERNAL] Question

Thanks Terry. I was specifically looking at the Chiasso proposal which if we awarded the proposals individually would have been won by Bonness. In addition, Bonness was less in total for all the proposals. The Board could have approved them without their financials since as we all know bidders are not required to provide them. Either way Collier Paving was not the lowest bidder.

I appreciate you talking to Collier Paving,

Linda

On 03/27/2024 5:47 PM EDT Terry Cole <terrycole@hmeng.com> wrote:

Linda,

I went back and checked the bid #'s.

Here is the overall summary of the proposal items being considered at the February CDD2 meeting:

|                          | ★ Collier Paving   | Bradanna         | ★ Bonness        |
|--------------------------|--------------------|------------------|------------------|
| Chiasso Ct.              | ★ 48,967.40        | 52,787.50        | ★ 37,979.84      |
| Museo Cir. valley gutter | 8,435.52           | 7,613.00         | 8,552.77         |
| Sandpiper sidewalk       | <u>25,248.94</u>   | <u>29,413.60</u> | <u>24,219.04</u> |
|                          | ★ totals 82,651.86 | 89,814.10        | ★ 70,751.65      |

Bonness declined to provide financial information, so we considered Collier Paving next.

I had thought the overall difference between Collier Paving and Bradanna was about \$10,000, but it is \$7,162.24, so I was off some.

I will talk with Collier Paving tomorrow and ask them to revisit their Mobilization/General Conditions numbers,

and also remove some exclusion items in their notes, then I will send Cleo the revised proposals to prepare

a contract.

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](mailto:tcole@bowman.com) | [bowman.com](http://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, geomatics, construction management, environmental consulting, landscape architecture, and right-of-way acquisition. This change provides a strong foundation for us to merge our comprehensive skillsets while offering the same level of commitment to our clients and employees. To learn more, visit [bowman.com](http://bowman.com).

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**From:** LINDA VIEGAS <[lasveg@comcast.net](mailto:lasveg@comcast.net)>

**Sent:** Wednesday, March 27, 2024 4:30 PM

**To:** Terry Cole <[terrycole@hmeng.com](mailto:terrycole@hmeng.com)>

**Subject:** [EXTERNAL] Question

Terry,

I just looked at Bonness' bid for the Chiasso work. They came in at \$37,979.89 which is more than \$10K less than the new proposal from Collier Paving. When I asked in the meeting today you said Collier Paving was still the lowest bidder at their new cost of \$48,967.40. Am I missing something?



When you speak to Collier please stress that they need to revisit their Mobilization/General Conditions numbers. Also tell them their bid does not appear to be the lowest now because of their error in SY so they should incur some of that difference in cost.

Thanks,

Linda

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- image001.png (914 Byte)
  - image002.png (606 Byte)
  - image003.png (738 Byte)
  - image004.png (1004 Byte)

Sue Leone <sueleone999@gmail.com>

3/29/2024 5:32 PM

## Fwd: Unsatisfactory Sidewalk Cement 3179 & 3183 Quilcene

To LINDA VIEGAS <lasveg@comcast.net>

Attached are pics of the new sidewalks on Quilcene installed by Collier Paving in March. There are several sections that are extremely discolored and have porosity. Aaron worked with them and got them to agree to remove the defective slabs and replace them. Today they tore out the defective sections. Hopefully the new ones will have the same quality as the other sections.

Sue Leone  
Oyster Harbor Resident Board Member  
3185 Olympia Lane  
(313) 805-8328

----- Forwarded message -----

From: **Sue Leone** <sueleone999@gmail.com>  
Date: Wed, Mar 13, 2024 at 11:42 AM  
Subject: Fwd: Unsatisfactory Sidewalk Cement 3179 & 3183 Quilcene  
To: Jon Phillips <PhillipsJ@fiddlerscreek.com>  
Cc: Sue Leone <sueleone999@gmail.com>

Here are the pics of the discolored sidewalks on Quilcene, there are none on Kumamoto. Just a dirty old one that was there already

Sue Leone  
Oyster Harbor Resident Board Member  
3185 Olympia Lane  
(313) 805-8328

----- Forwarded message -----

From: **Linda Marcos** <lmarcos@swpropmgt.com>  
Date: Tue, Mar 12, 2024 at 11:32 AM  
Subject: RE: Unsatisfactory Sidewalk Cement 3179 & 3183 Quilcene  
To: Ray Baltera <raybaltera@gmail.com>  
Cc: Michael Mangin <mmangin1234@gmail.com>, sueleone999@gmail.com <sueleone999@gmail.com>, haaka@gulfbay.com <haaka@gulfbay.com>

This definitely doesn't look like a finished product; however I've copied Aaron Haak on this email so he can address it with the vendor.

**\*\* PLEASE NOTE THAT INCOMPLETE ARC AND DRC FORMS WILL NOT BE PROCESSED  
AND WILL BE IMMEDIATELY RETURNED TO THE OWNER \*\***

Sincerely,

Linda Marcos, CAM  
Community Association Manager



1044 Castello Drive  
Suite 206  
Naples, FL 34103  
P: 239-261-3440 x 138  
F: 239-261-2013  
[lmarcos@swpropmgt.com](mailto:lmarcos@swpropmgt.com)

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**From:** Ray Baltera <[raybaltera@gmail.com](mailto:raybaltera@gmail.com)>  
**Sent:** Tuesday, March 12, 2024 11:21 AM  
**To:** Linda Marcos <[lmarcos@swpropmgt.com](mailto:lmarcos@swpropmgt.com)>  
**Cc:** Michael Mangin <[mmangin1234@gmail.com](mailto:mmangin1234@gmail.com)>; [sueleone999@gmail.com](mailto:sueleone999@gmail.com)  
**Subject:** Unsatisfactory Sidewalk Cement 3179 & 3183 Quilcene

Linda,

I reluctantly accepted the fact that sidewalks needed to be constructed on Quilcene Lane. I decided to wait almost a month after install to bring this to your attention (to allow the concrete to cure). The finished product in front of my home and Michael Mangin's home (3179 & 3183 Quilcene) is an embarrassment and utterly unacceptable due to its discoloration. You can readily see in the attached photographs that some concrete sections are significantly darker

than others. The dark gray concrete is an eyesore in and of itself, but the fact that some sections are "normal" concrete color while others are dark looks decidedly unprofessional. I would like you to take a look at the sections in question and demand that the sections be repoured. I am happy to meet with you to discuss. Thank you.

Regards,

ray Baltera

3179 Quilcene Lane

612.743.5929

CONFIDENTIALITY NOTE: Seacrest Southwest intends that this message be used exclusively by the addressee. This message may contain information that is privileged, confidential and exempt from disclosure under applicable law. Unauthorized disclosure or use of this information is strictly prohibited. If you have received this information in error, please permanently dispose of the original message and notify Seacrest Southwest immediately at (239) 261-3440.

- 
- sidewalk 3183 quilcene.jpg (10 MB)
  - Sidewalk photos 3179 Quilcene.jpg (9 MB)
  - image001.jpg (48 KB)





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

**8A**



# Landshore Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation  
 Environmental engineering, Erosion control, Construction management  
 d/b/a Erosion Restoration, LLC

Fiddler's Creek Community Development District #1  
 c/o: Wrathell, Hunt and Associates  
 Attn: Mr. Chuck Adams  
 2300 Glades Road, Suite 410W, Boca Raton, FL 33431

PROPOSAL: #4156

Date: 3/26/2024

**Project: Fiddler's Creek CDD No. 2 - Naples, FL**  
**Shoreline Restoration of Approximately 6,870 Linear Feet of Embankment**

### PRODUCT DESCRIPTION

Eco-Filter Tube (EFT®) construction uses a woven or non-woven geotextile fabric that is formed into the shape of a tube. The tube is filled with sand by direct coupling to a hydraulic dredge. The tube is designed to retain the granular fill portion of the dredge slurry, while appropriately sized openings in the geotextile allow the excess water in the slurry to permeate through the tube walls. The procedure can be implemented in both dry and underwater conditions. The tubes can be fabricated in various circumferences, which, when inflated, will form a roughly elliptical shape. The Landshore® engineered EFT® system consists of a spun bound polyester filter fabric that is sewn together to form a tube specifically calculated for particular level of service, pressure, strength, stability and safety - is placed along the edge of water on prepared terrace and filled with sand to form an erosion barrier that has the characteristics of a permeable, gravity type retaining wall.

### JOB SCOPE

Landshore® will install Eco-Filter Tube (EFT®) as follows: CASE 1 = One (1) Base Tube to provide stabilization and allow for land reclamation; One (1) Sacrificial Tube to fill voids and for final grading to match existing slope. **Fill Material is proposed to be brought in from offsite consisting of clean sand.** An erosion control mat will be installed over the base tube to assist in sod rooting and prevent material washing away.

### ITEMIZED ESTIMATE: TIME AND MATERIALS IMPORTED SAND

| LAKE                | TYPE OF REPAIR                | Unit          | Estimated Quantities | Unit Cost           | Total                    |
|---------------------|-------------------------------|---------------|----------------------|---------------------|--------------------------|
| <del>LAKE 25</del>  | <del>CASE 1</del>             | <del>LF</del> | <del>1,926</del>     | <del>\$ 80.34</del> | <del>\$ 154,734.84</del> |
|                     | Rock riprap (in front of EFT) | LF            | 10                   | \$ 115.45           | \$ 1,154.50              |
| <del>LAKE 65F</del> | <del>CASE 1</del>             | <del>LF</del> | <del>111</del>       | <del>\$ 80.34</del> | <del>\$ 8,917.74</del>   |
| LAKE 65G            | CASE 1                        | LF            | 1,940                | \$ 80.34            | \$ 155,859.60            |
| <del>LAKE 7D</del>  | <del>CASE 1</del>             | <del>LF</del> | <del>425</del>       | <del>\$ 80.34</del> | <del>\$ 34,144.50</del>  |
| <del>LAKE 8</del>   | <del>CASE 1</del>             | <del>LF</del> | <del>576</del>       | <del>\$ 80.34</del> | <del>\$ 46,275.84</del>  |
| <del>LAKE 6</del>   | <del>CASE 1</del>             | <del>LF</del> | <del>280</del>       | <del>\$ 80.34</del> | <del>\$ 22,495.20</del>  |
| LAKE 4              | None                          | LF            | 0                    | \$ -                | \$ -                     |
| <del>LAKE 3</del>   | <del>CASE 1</del>             | <del>LF</del> | <del>750</del>       | <del>\$ 80.34</del> | <del>\$ 60,255.00</del>  |
| <del>LAKE 84B</del> | <del>CASE 1</del>             | <del>LF</del> | <del>852</del>       | <del>\$ 80.34</del> | <del>\$ 68,449.68</del>  |

**TOTAL JOB COST** ~~\$552,286.90~~ **\$157,014.10**

Excluding any permit fees and fees for a payment and performance bond, if any.





# Landshore Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation  
 Environmental engineering, Erosion control, Construction management  
 d/b/a Erosion Restoration, LLC

## PAYMENT SCHEDULE

Landshore® Enterprises' payment policy is as follows:

|                        |                         |              |
|------------------------|-------------------------|--------------|
| 25% Mobilization       | <del>\$138,071.73</del> | # 39,253.53  |
| 65% Progress work      | <del>\$358,986.49</del> | # 102,059.16 |
| 10% Completion of work | \$55,228.69             | # 15,701.41  |

\*\*Invoice is due upon receipt\*\*

## SPECIAL CONDITIONS

1. Landshore® is not responsible for damage to utilities outside of easement along shoreline if as-built drawings or locations are not provided by the Client.
2. Landshore® reserves the right to change this estimate unless an agreement is reached within 30 days of the original estimate date.
3. At this time, staging areas and site access has not been defined by Client. Therefore, any damages caused to access (curbing, sidewalk, road, etc.) are not included in this estimate.
4. Landshore® is not responsible for any damages to the work by any natural disaster.
5. Landshore® will install EFT® tube to control elevation. Any tube that will be over pumped to get to such level will not be under warranty.
6. In case there are any unstable submerge slopes that have not been identified by the client, Landshore® will not be held responsible for any under water land slide caused by any additional load on top of submerge slope.
7. Following sod installation, any sod maintenance activities, such as watering, is to be administered by Client.
8. If there are stormwater drainage pipes at shoreline edge, Landshore® can extend the pipes for an additional cost. Size will be determined as needed and approved by the Client.
9. **All information provided by Landshore® is to be shared only with the Client and those with authority to make decisions on behalf of the Client. This information is by no means to be shared to solicit competing entities.**
10. **The Client is responsible to adhere to all applicable Federal, State, County, City, District and any other municipal or local laws, regulations, rules, ordinances and guidelines. Unless specifically hired to obtain all necessary permits - Landshore® will not be liable for any construction or design issues, violations, fines or claims received due to nonconformance and noncompliance to standards or absence of permits (submittal of permit application does not guarantee the approval, additional services such as expediting, meetings with reviewer, etc. may be performed at an hourly rate, at the Client's request).**

This proposal is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

\_\_\_\_\_  
 Client's Representative Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Landshore® Enterprises Representative Signature

\_\_\_\_\_  
 Date

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

**8B**

Napier Sprinkler, Inc.  
 4001 Santa Barbara Blvd  
 #237  
 Naples, FL 34104

# Proposal

|           |            |
|-----------|------------|
| Date      | Proposal # |
| 4/12/2024 | e1431      |

|   |
|---|
| Name / Address  |
| Fiddler Creek, CDD2<br>Cleo Adams District Manager<br>Wrathell, Hunt & Associates, LLC<br>9220 Bonita Beach Road #214<br>Bonita Springs, FL 34135 |

|   |      |              | Project    |
|---|------|--------------|------------|
| Description                                     | Qty  | Cost         | Total      |
| Lake 7D in Oyster Harbor CDD2                   |      |              |            |
| Rip Rap rock 6" to 12" per yard                 | 2    | 190.69       | 381.38     |
| base rock per yard                              | 5    | 111.36       | 556.80     |
| Pallet of sod                                   | 0.25 | 600.53       | 150.13     |
| 3 technicians 4 hours                           | 4    | 195.00       | 780.00     |
| 1) 6"-12" rip rap first                         |      |              |            |
| 2) Mat and base rock                            |      |              |            |
| 3) Mat and base rock                            |      |              |            |
| 4) Sod  |      |              |            |
| no exposed rip rap -small amount only on bottom |      |              |            |
|   |      | <b>Total</b> | \$1,868.31 |

Customer Signature \_\_\_\_\_

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

**8C**

On Apr 17, 2024, at 2:27 PM, Todd Elliott <[buildingtodd@gmail.com](mailto:buildingtodd@gmail.com)> wrote:

Terry, I was on the road today. I wanted to get you something on behalf of Sophistco (included on this email). We propose to provide the following FOR A TEMPORARY EMERGENCY REPAIR OF THE TRUSS IN PUMPHOUSE 2 (3) 10' Steel Shoring Posts 2x8 lumber Labor to set up and anchor shor

<<https://us.report.cybergraph.mimecast.com/alert-details/?dep=7rwZk7WC1RO2%2F5QnhyDEvA%3D%3DPGEa7pG7EvgI5kPK2wmAmo5FzxZpo2UeJhukfIH BvIvNFdnlaGFYimYCeZQ1e9Y9QSDJy9QLqPEjFFTua2U8QFpji47oU13IAN5Tia8mgajOyLRjJ9IEQpeoiqLlh6 Mcss%2Fu6VoA7Q2titWOOz%2BAzRhKZjMfVHPguFEsiRFaiomt8odcSo25EUprTPlIERBnlZU3Tf2qgZh2LKO keROzODrIk7kmEX2BixFoJW3vdThCx46Gb%2BVYmFFMwOUkUeFZtbAKunB0DvZDSb2eft70uVvY9LPQIikF v%2BFg61%2BvL9qJSJE56%2BmipIzap7qlwm4jvaAAAj3FHYPQjpEhDHhxAIP4BIYgeF4Vmqx6TE%2BKNBd MH4iE2rrDBxCgugCdT%2BvPATNEKUTsCDo9czabk%2BV0w%2Fy34mQYbEz142sxzrkziuteKoyF2FAiho8an hMEFbihHGKbyTAApU4RyDy8RoKAXsoC4RdjAvXZ8QXbwQQqB%2FItwwxfAuSJ99IbLKWRYGzJU3vHSc57d 7LLMAh12xYgXJuNBXPflmCUIjqMyrNrhIZ7Ri4WUaoVOMW1o%2BIJE%2F>>

Terry,

I was on the road today. I wanted to get you something on behalf of Sophistco (included on this email).

We propose to provide the following FOR A TEMPORARY EMERGENCY REPAIR OF THE TRUSS IN PUMPHOUSE 3/4.

(3) 10' Steel Shoring Posts

2x8 lumber

Labor to set up and anchor shoring posts to concrete and attach to 2x8 plate material

Cost is \$4,500.00

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

**9**

# AQUA-MATIC IRRIGATION SYSTEMS, INC.

Consulting, Design and Installation  
 6188 Lee Ann Lane, Naples, FL 34109  
 EMAIL [mike@aquamatic.comcastbiz.net](mailto:mike@aquamatic.comcastbiz.net)  
**PROPOSAL/CONTRACT**

|                                 |  |
|---------------------------------|--|
| <b>TO: FIDDLERS CREEK CDD-2</b> | Page # 1 of 1                              |
|                                 | Date: 3-13-24                              |
|                                 | Job Name: CDD-2 GATE VALVE<br>REPLACEMENTS |
|                                 | <b>VENETA</b>                              |

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           |
|        |   |            |                    |
|        | <b>LABOR TO INSTALL ALL (THESE ARE DEEP)</b>          |            | \$17,500.00        |
|        |   |            |                    |
|        |   |            | \$4,250.00         |
| 1      | 4" MJ. GATE VALVE (VARENNA) JUST DISCOVERED YESTERDAY |            | 1950.00            |
|        | LABOR TO INSTALL                                      |            | 2,250.00           |
|        |   |            |                    |
|        | <b>TOTAL</b>  |            | <b>\$32,451.00</b> |
|        |   |            |                    |

**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., its successors and assigns, all costs and expense the said AQUA-MATIC IRRIGATION SYSTEMS, INC., or its 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., its 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

Signature: \_\_\_\_\_

**AQUA-MATIC IRRIGATION SYSTEMS, INC.**

Consulting, Design and Installation  
6188 Lee Ann Lane, Naples, FL 34109  
EMAIL [mike@aquamatic.comcastbiz.net](mailto:mike@aquamatic.comcastbiz.net)  
**PROPOSAL/CONTRACT**

are authorized to do the work as specified. Payment will be NET 30 DAYS



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

**10**

Cleo,

Here are the photos of the Oyster Harbor entrance/exit at night, as requested:

Front entrance median at approx. 8PM-



Same location, at approx. 9:15PM-



View as you exit Oyster Harbor at 8pm-



Same view as last, at 9:15PM-



View on the median at Oyster Harbor from the side during the day.



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

**11**

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

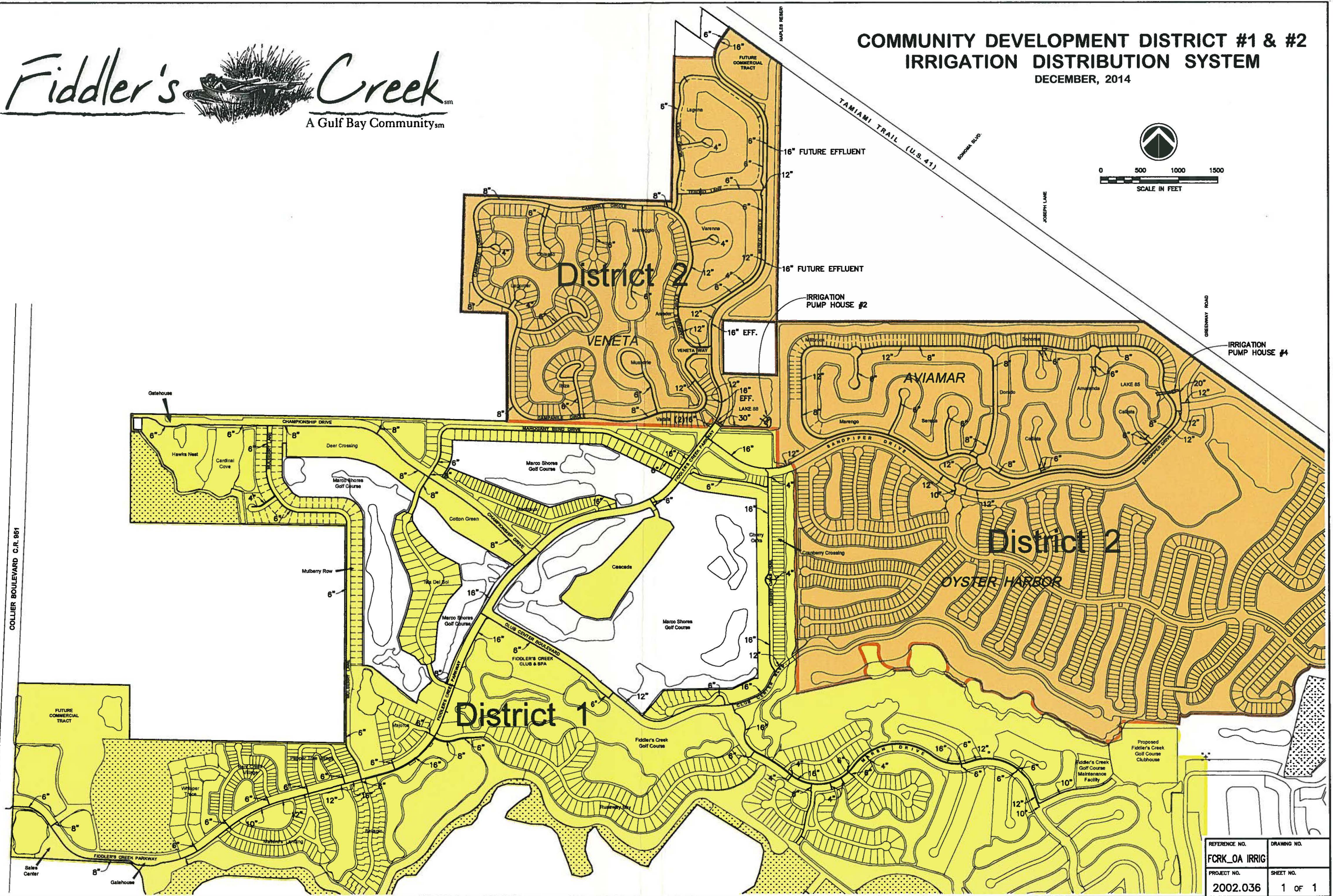
\_\_\_\_\_

\_\_\_\_\_

EXHIBIT "A"

TO

FIRST AMENDMENT TO INTERLOCAL AGREEMENT  
[IRRIGATION DISTRIBUTION LINES]



H:\Users\jwheeler\OneDrive\Projects\Irrigation\FCRK\_OA\_IRRIG.dwg 30Sep Dec 16, 2014 - 10:21am Plotted by: jwheeler

|               |             |
|---------------|-------------|
| 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 1<sup>st</sup> 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 24<sup>th</sup> 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 1<sup>st</sup> 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 24<sup>th</sup> 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 1<sup>st</sup> 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 the 24th day of April, 2024 (“Second Amendment”).

WHEREAS, The parties hereto are the same parties to that certain Interlocal Agreement entered into the 24<sup>th</sup> 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 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 Second Amendment To Interlocal Agreement [“Irrigation”] and amend Interlocal Agreement, as Amended, as follows:

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. All references to “vehicles” in the Interlocal Agreement, as Amended, are hereby deleted.

5. 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.

6. This Second Amendment only amends the terms and conditions of the Interlocal Agreement, as Amended, and no other agreement by or between FIDDLERS #1 and FIDDLERS #2.

7. 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 Amendment To Interlocal Agreement [“Irrigation”] on the day and year first written above written.

[BALANCE OF PAGE BLANK]  
[SIGNATURES ON FOLLOWING PAGE]

ATTEST:

BY: \_\_\_\_\_  
\_\_\_\_\_

FIDDLERS CREEK COMMUNITY  
DEVELOPMENT DISTRICT #1

BY: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

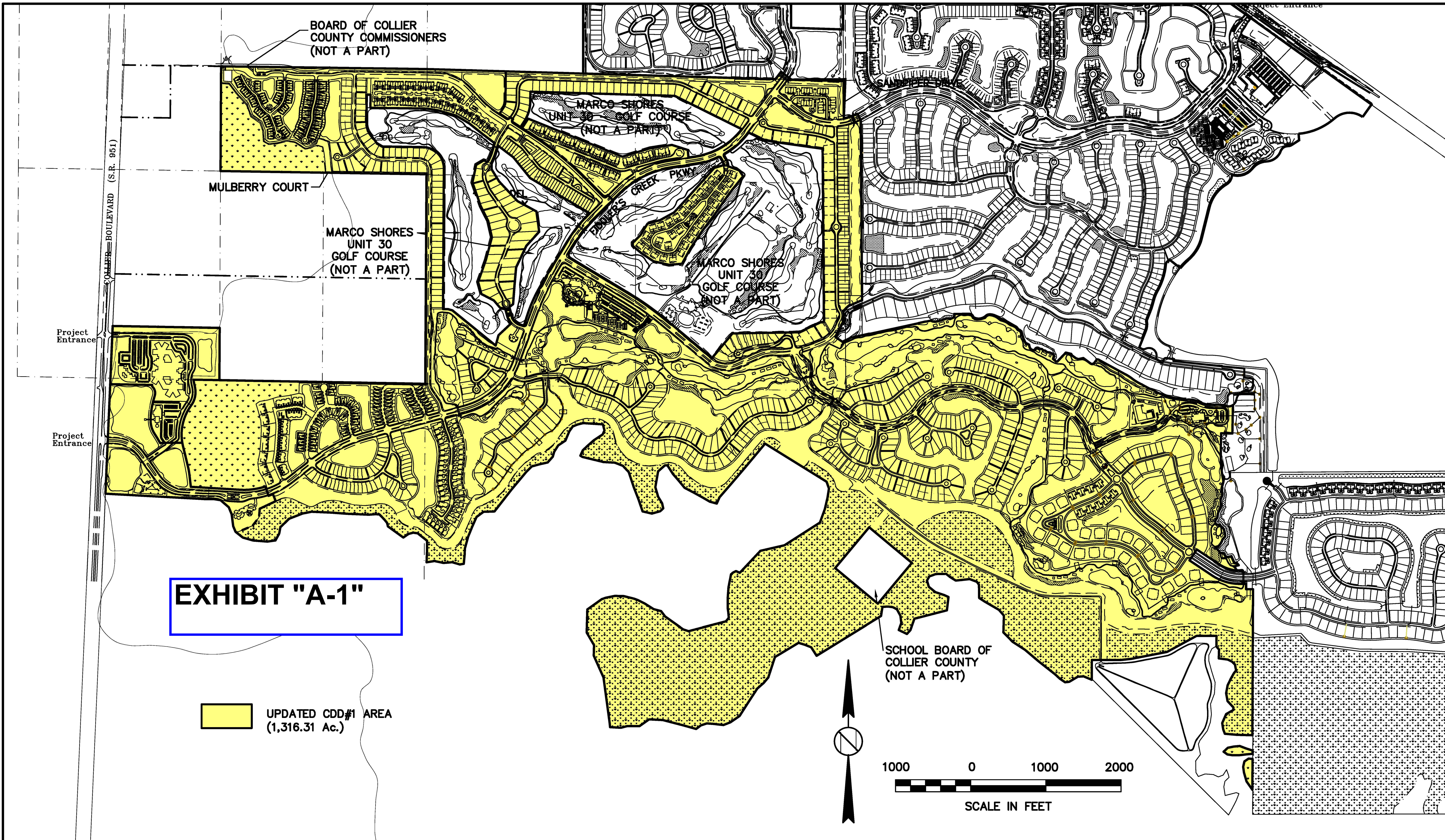
BY: \_\_\_\_\_  
\_\_\_\_\_

FIDDLERS CREEK COMMUNITY  
DEVELOPMENT DISTRICT #2

BY: \_\_\_\_\_  
\_\_\_\_\_



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|                                  |                                  |
|----------------------------------|----------------------------------|
| DESIGNED BY<br><b>W.T.C./JON</b> | DATE<br><b>03/24</b>             |
| DRAWN BY<br><b>G.J.G.</b>        | DATE<br><b>03/24</b>             |
| CHECKED BY<br><b>W.T.C.</b>      | DATE<br><b>03/24</b>             |
| VERTICAL SCALE<br><b>N/A</b>     | HORIZONTAL SCALE<br><b>NOTED</b> |

# FIDDLER'S CREEK

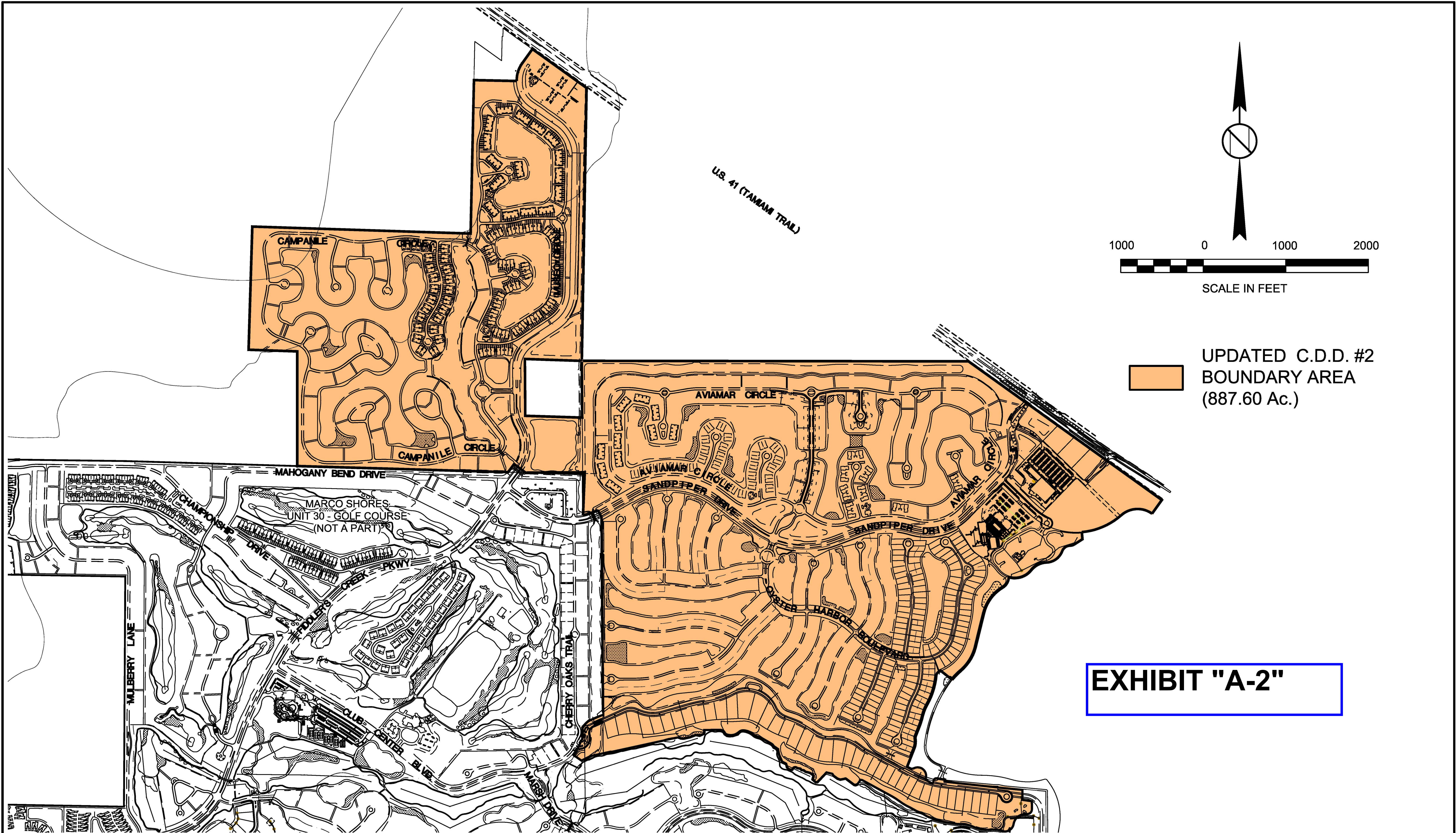


950 Encore Way  
Naples, FL 34110  
Phone: (239) 254-2000  
Florida Certificate of  
Authorization No.1772

Community Development  
District #1

|                                   |                                |
|-----------------------------------|--------------------------------|
| CAD FILE NAME:<br><b>CDD EX-6</b> | DRAWING NO.<br><b>EX170831</b> |
| PROJECT NO.<br><b>1998.070</b>    | SHEET NO.<br><b>1 of 1</b>     |

H:\1998\199807\01\DWG\EXHIBITS\FCCDD\District 2\CDD2 CLR\_2024-03-19.dwg Tab: CDD2 Color Apr 17, 2024 - 3:08pm Plotted by: GarrettGrabowski



|                              |                                  |
|------------------------------|----------------------------------|
| DESIGNED BY<br><b>W.T.C.</b> | DATE<br><b>03/24</b>             |
| DRAWN BY<br><b>G.J.G.</b>    | DATE<br><b>03/24</b>             |
| CHECKED BY<br><b>W.T.C.</b>  | DATE<br><b>03/24</b>             |
| VERTICAL SCALE<br><b>N/A</b> | HORIZONTAL SCALE<br><b>NOTED</b> |

# FIDDLER'S CREEK

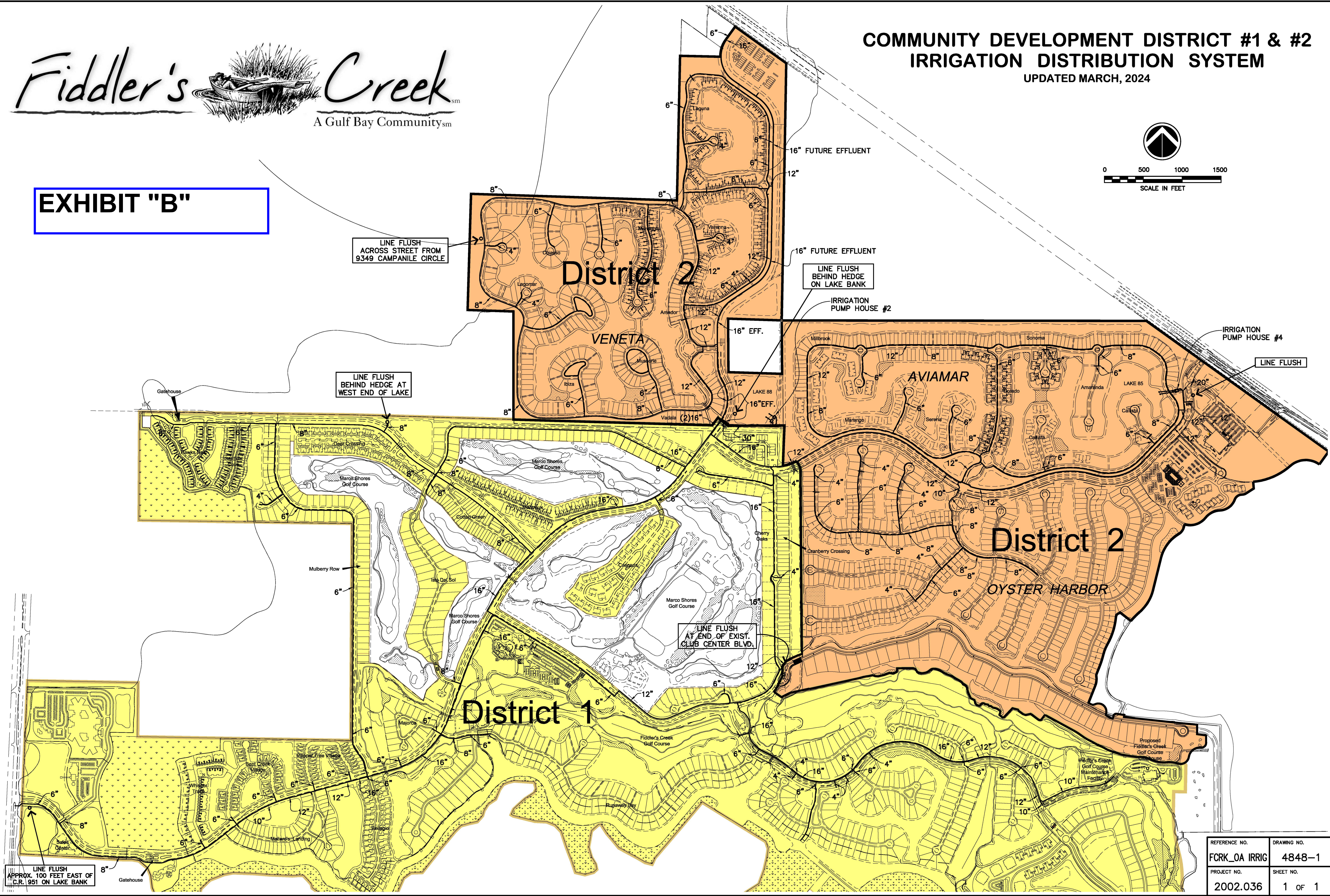
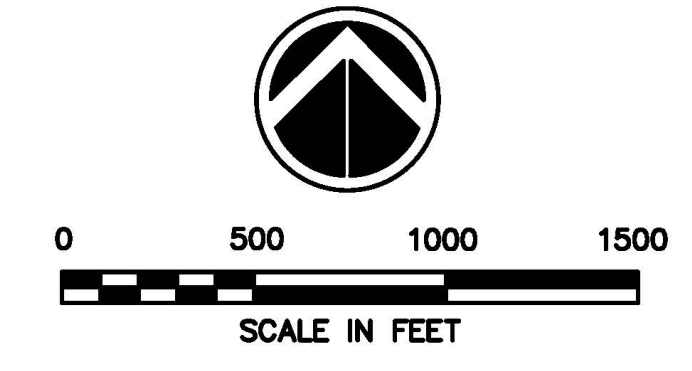


950 Encore Way  
Naples, FL. 34110  
Phone: (239) 254-2000  
Florida Certificate of  
Authorization No.1772

## Community Development District #2

|                                   |                                  |
|-----------------------------------|----------------------------------|
| CAD FILE NAME:<br><b>CDD2 CLR</b> | DRAWING NO.<br><b>SK20170831</b> |
| PROJECT NO.<br><b>1998.070</b>    | SHEET NO.<br><b>1 OF 1</b>       |

### EXHIBIT "B"



LINE FLUSH  
ACROSS STREET FROM  
9349 CAMPANILE CIRCLE

LINE FLUSH  
BEHIND HEDGE AT  
WEST END OF LAKE

LINE FLUSH  
AT END OF EXIST.  
CLUB CENTER BLVD.

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      |

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

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
FINANCIAL STATEMENTS  
UNAUDITED  
MARCH 31, 2024**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MARCH 31, 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 |
|--|---------------------|--------------------------|--------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|----------------------------|-----------------------------|-----------------------------|---------------------------|--------------------------|--------------------------------|---------------------------------|--------------------------|
| <b>ASSETS</b>  |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| Cash   | \$ 2,242,074        | \$ -                     | \$ -                     | \$ -                        | \$ -                        | \$ -                        | \$ -                        | \$ -                       | \$ -                        | \$ -                        | \$ -                      | \$ -                     | \$ -                           | \$ -                            | \$ 2,242,074             |
| Synovus Bank - MMA   | 1,731,762           | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 1,731,762                |
| Investments  |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| Revenue A  | -                   | 180,492                  | 320,790                  | 95                          | -                           | 177                         | -                           | 226,065                    | 442,163                     | 145,314                     | 71                        | 1,622,062                | -                              | -                               | 2,937,229                |
| Revenue B  | -                   | -                        | -                        | -                           | 464,702                     | -                           | 508,315                     | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 973,017                  |
| Reserve A  | -                   | 50,851                   | 50,851                   | -                           | -                           | -                           | -                           | 101,702                    | 110,360                     | 36,855                      | -                         | 152,531                  | -                              | -                               | 503,150                  |
| Reserve B  | -                   | -                        | -                        | -                           | 127,123                     | -                           | 127,123                     | -                          | -                           | -                           | 187,991                   | -                        | -                              | -                               | 442,237                  |
| Prepayment A   | -                   | 5,650                    | 7,355                    | 587                         | -                           | 24,778                      | -                           | 12,408                     | 56,502                      | 20,029                      | -                         | 90,457                   | -                              | -                               | 217,766                  |
| Prepayment B   | -                   | -                        | -                        | -                           | 11,147                      | -                           | 15,012                      | -                          | -                           | -                           | 1,873,283                 | -                        | -                              | -                               | 1,899,442                |
| Interest   | -                   | 4                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 4                        |
| Construction   | -                   | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | 42,886                         | 286,641                         | 329,527                  |
| Sinking  | -                   | -                        | -                        | -                           | 487                         | -                           | 570                         | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 1,057                    |
| 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                  |
| Due from other   |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| Due from FCC Aviamar   | -                   | -                        | -                        | 122,983                     | -                           | 377,350                     | -                           | 375,672                    | -                           | -                           | -                         | -                        | -                              | -                               | 876,005                  |
| Due from GB Hidden Cove  | -                   | -                        | -                        | 71,054                      | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 71,054                   |
| Due from FC Oyster Harbor  | -                   | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | 63,594                    | -                        | -                              | -                               | 63,594                   |
| Due from general fund  | -                   | 741                      | 3,932                    | -                           | 8,206                       | -                           | 9,129                       | 3,875                      | 5,117                       | 1,687                       | -                         | 27,046                   | -                              | -                               | 59,733                   |
| Accounts receivable  | 3,116               | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 3,116                    |
| Total assets   | <u>\$ 3,979,247</u> | <u>\$237,738</u>         | <u>\$408,487</u>         | <u>\$ 387,300</u>           | <u>\$611,679</u>            | <u>\$769,880</u>            | <u>\$662,687</u>            | <u>\$ 719,799</u>          | <u>\$614,142</u>            | <u>\$207,088</u>            | <u>\$2,188,532</u>        | <u>\$1,892,114</u>       | <u>\$ 42,886</u>               | <u>\$286,641</u>                | <u>\$13,008,220</u>      |
| <b>LIABILITIES AND FUND BALANCES</b>                               |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| <b>Liabilities</b>   |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| Accounts payable   | \$ 8,506            | \$ -                     | \$ -                     | \$ -                        | \$ -                        | \$ -                        | \$ -                        | \$ -                       | \$ -                        | \$ -                        | \$ -                      | \$ -                     | \$ -                           | \$ -                            | \$ 8,506                 |
| Due to other   | -                   | -                        | -                        | -                           | -                           | -                           | -                           | 897                        | -                           | -                           | -                         | -                        | -                              | -                               | 897                      |
| Due to other funds   |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| Debt service fund series 2004                                      | 741                 | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 741                      |
| Debt service fund series 2005                                      | 3,932               | 25,559                   | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 29,491                   |
| Debt service fund series 2014-1B                                   | 8,206               | -                        | -                        | -                           | -                           | -                           | -                           | 192,581                    | -                           | -                           | -                         | -                        | -                              | -                               | 200,787                  |
| Debt service fund series 2014-2B                                   | 9,129               | -                        | -                        | -                           | -                           | 2,524                       | -                           | 367,575                    | -                           | -                           | -                         | -                        | -                              | -                               | 379,228                  |
| Debt service fund series 2014-3                                    | 3,875               | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 3,875                    |
| Debt service fund series 2015A-1                                   | 5,117               | -                        | -                        | -                           | -                           | -                           | -                           | 63,593                     | -                           | -                           | -                         | -                        | -                              | -                               | 68,710                   |
| Debt service fund series 2015A-2                                   | 1,687               | -                        | -                        | -                           | -                           | -                           | -                           | 3,203                      | -                           | -                           | -                         | -                        | -                              | -                               | 4,890                    |
| Debt service fund series 2019                                      | 27,046              | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 27,046                   |
| Due to general fund  | -                   | -                        | -                        | 321                         | -                           | 1,974                       | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 2,295                    |
| Total liabilities  | <u>68,239</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>726,466</u>           |
| <b>DEFERRED INFLOWS OF RESOURCES</b>                               |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| Deferred receipts  | -                   | -                        | -                        | 277,979                     | -                           | 534,472                     | -                           | 531,859                    | -                           | -                           | 127,156                   | -                        | -                              | -                               | 1,471,466                |
| Total deferred inflows of resources                                | <u>-</u>            | <u>-</u>                 | <u>-</u>                 | <u>277,979</u>              | <u>-</u>                    | <u>534,472</u>              | <u>-</u>                    | <u>531,859</u>             | <u>-</u>                    | <u>-</u>                    | <u>127,156</u>            | <u>-</u>                 | <u>-</u>                       | <u>-</u>                        | <u>1,471,466</u>         |
| <b>Fund balances:</b>  |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| Restricted for:  |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| Debt service   | -                   | 212,179                  | 408,487                  | 109,000                     | 611,679                     | 230,910                     | 662,687                     | (439,909)                  | 614,142                     | 207,088                     | 2,061,376                 | 1,892,114                | -                              | -                               | 6,569,753                |
| Capital projects   | -                   | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | 42,886                         | 286,641                         | 329,527                  |
| Unassigned   | 3,911,008           | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 3,911,008                |
| Total fund balances  | <u>3,911,008</u>    | <u>212,179</u>           | <u>408,487</u>           | <u>109,000</u>              | <u>611,679</u>              | <u>230,910</u>              | <u>662,687</u>              | <u>(439,909)</u>           | <u>614,142</u>              | <u>207,088</u>              | <u>2,061,376</u>          | <u>1,892,114</u>         | <u>42,886</u>                  | <u>286,641</u>                  | <u>10,810,288</u>        |
| Total liabilities, deferred inflows of resources and fund balances | <u>\$ 3,979,247</u> | <u>\$237,738</u>         | <u>\$408,487</u>         | <u>\$ 387,300</u>           | <u>\$611,679</u>            | <u>\$769,880</u>            | <u>\$662,687</u>            | <u>\$ 719,799</u>          | <u>\$614,142</u>            | <u>\$207,088</u>            | <u>\$2,188,532</u>        | <u>\$1,892,114</u>       | <u>\$ 42,886</u>               | <u>\$286,641</u>                | <u>\$13,008,220</u>      |

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED MARCH 31, 2024**

|                                | Current<br>Month | Year to<br>Date  | Budget           | % of<br>Budget |
|--------------------------------|------------------|------------------|------------------|----------------|
| <b>REVENUES</b>                |                  |                  |                  |                |
| Assessment levy: on-roll - net | \$ 55,327        | \$ 2,432,374     | \$2,459,324      | 99%            |
| Interest & miscellaneous       | 6,989            | 31,868           | 70,000           | 46%            |
| Total revenues                 | <u>62,316</u>    | <u>2,464,242</u> | <u>2,529,324</u> | 97%            |
| <b>EXPENDITURES</b>            |                  |                  |                  |                |
| <b>Administrative</b>          |                  |                  |                  |                |
| Supervisors                    | 1,076            | 4,952            | 14,369           | 34%            |
| Management                     | 7,055            | 42,331           | 84,662           | 50%            |
| Assessment roll preparation    | 1,875            | 11,250           | 22,500           | 50%            |
| Audit                          | -                | -                | 16,500           | 0%             |
| Legal - general                | 5,876            | 14,446           | 25,000           | 58%            |
| Legal - litigation             | 5,227            | 11,554           | 10,000           | 116%           |
| Engineering                    | 9,129            | 42,495           | 50,000           | 85%            |
| Telephone                      | 29               | 174              | 347              | 50%            |
| Postage                        | 180              | 1,208            | 2,000            | 60%            |
| Insurance                      | -                | 17,438           | 16,200           | 108%           |
| Printing and binding           | 49               | 297              | 595              | 50%            |
| Legal advertising              | -                | 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                    | 76               | 1,472            | 10,000           | 15%            |
| Total administrative           | <u>30,572</u>    | <u>172,053</u>   | <u>295,498</u>   | 58%            |
| <b>Field management</b>        |                  |                  |                  |                |
| Field management services      | 952              | 5,712            | 11,424           | 50%            |
| Total field management         | <u>952</u>       | <u>5,712</u>     | <u>11,424</u>    | 50%            |
| <b>Water management</b>        |                  |                  |                  |                |
| Other contractual              | 6,387            | 47,435           | 204,939          | 23%            |
| Fountains                      | 18,520           | 111,230          | 168,300          | 66%            |
| Total water management         | <u>24,907</u>    | <u>158,665</u>   | <u>373,239</u>   | 43%            |
| <b>Street lighting</b>         |                  |                  |                  |                |
| Contractual services           | 769              | 12,626           | 18,000           | 70%            |
| Electricity                    | 752              | 5,378            | 10,000           | 54%            |
| Capital outlay                 | -                | -                | 10,000           | 0%             |
| Miscellaneous                  | -                | 10,764           | 10,000           | 108%           |
| Total street lighting          | <u>1,521</u>     | <u>28,768</u>    | <u>48,000</u>    | 60%            |

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED MARCH 31, 2024**

|  | <u>Current<br/>Month</u> | <u>Year to<br/>Date</u> | <u>Budget</u>       | <u>% of<br/>Budget</u> |
|--|--------------------------|-------------------------|---------------------|------------------------|
| <b>Landscaping</b>   |                          |                         |                     |                        |
| Other contractual  | 59,924                   | 385,990                 | 875,000             | 44%                    |
| Improvements and renovations                                 | 2,000                    | 2,000                   | 50,000              | 4%                     |
| Contingencies  | -                        | -                       | 25,000              | 0%                     |
| Total landscaping  | <u>61,924</u>            | <u>387,990</u>          | <u>950,000</u>      | 41%                    |
| <b>Roadway maintenance</b>                                   |                          |                         |                     |                        |
| Contractual services (street cleaning)                       | 375                      | 2,200                   | 4,200               | 52%                    |
| Roadway maintenance  | -                        | 10,012                  | 100,000             | 10%                    |
| Roadway capital outlay                                       | -                        | -                       | 40,000              | 0%                     |
| Total roadway services                                       | <u>375</u>               | <u>12,212</u>           | <u>144,200</u>      | 8%                     |
| <b>Irrigation</b>  |                          |                         |                     |                        |
| Controller repairs & maintenance                             | 53                       | 703                     | 50,000              | 1%                     |
| Other contractual-irrigation manager                         | 13,781                   | 13,781                  | 54,500              | 25%                    |
| Supply system  | 5,320                    | 59,513                  | 471,600             | 13%                    |
| Capital outlay   | 57,139                   | 266,807                 | -                   | N/A                    |
| Total irrigation   | <u>76,293</u>            | <u>340,804</u>          | <u>576,100</u>      | 59%                    |
| <b>Other fees &amp; charges</b>                              |                          |                         |                     |                        |
| Property appraiser   | -                        | 20,941                  | 38,427              | 54%                    |
| Tax collector  | 1,087                    | 48,598                  | 51,236              | 95%                    |
| Total other fees & charges                                   | <u>1,087</u>             | <u>69,539</u>           | <u>89,663</u>       | 78%                    |
| Total expenditures and other charges                         | <u>197,631</u>           | <u>1,175,743</u>        | <u>2,488,124</u>    | 47%                    |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | (135,315)                | 1,288,499               | 41,200              |                        |
| Fund balances - beginning                                    | <u>4,046,323</u>         | <u>2,622,509</u>        | <u>2,141,491</u>    |                        |
| Fund balances - ending                                       | <u>\$ 3,911,008</u>      | <u>\$ 3,911,008</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 MARCH 31, 2024**

|  | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|--|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>  |                   |                   |                   |                |
| Assessment levy: on-roll - net                               | \$ 756            | \$ 33,222         | \$ 33,600         | 99%            |
| Interest   | 893               | 5,306             | -                 | N/A            |
| Total revenues   | <u>1,649</u>      | <u>38,528</u>     | <u>33,600</u>     | 115%           |
| <b>EXPENDITURES</b>  |                   |                   |                   |                |
| <b>Debt service</b>  |                   |                   |                   |                |
| Principal  | -                 | -                 | 10,000            | 0%             |
| Interest   | -                 | 7,425             | 14,850            | 50%            |
| Total debt service   | <u>-</u>          | <u>7,425</u>      | <u>24,850</u>     | 30%            |
| <b>Other fees &amp; charges</b>                              |                   |                   |                   |                |
| Property appraiser   | -                 | -                 | 525               | 0%             |
| Tax collector  | 15                | 664               | 700               | 95%            |
| Total other fees & charges                                   | <u>15</u>         | <u>664</u>        | <u>1,225</u>      | 54%            |
| Total expenditures   | <u>15</u>         | <u>8,089</u>      | <u>26,075</u>     | 31%            |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 1,634             | 30,439            | 7,525             |                |
| Fund balances - beginning                                    | 210,545           | 181,740           | 175,538           |                |
| Fund balances - ending                                       | <u>\$ 212,179</u> | <u>\$ 212,179</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 MARCH 31, 2024**

|  | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|--|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>  |                   |                   |                   |                |
| Assessment levy: on-roll - net                               | \$ 4,011          | \$ 176,333        | \$ 184,211        | 96%            |
| Interest   | 1,296             | 6,893             | -                 | N/A            |
| Total revenues   | <u>5,307</u>      | <u>183,226</u>    | <u>184,211</u>    | 99%            |
| <b>EXPENDITURES</b>  |                   |                   |                   |                |
| <b>Debt service</b>  |                   |                   |                   |                |
| Principal  | -                 | -                 | 70,000            | 0%             |
| Interest   | -                 | 74,050            | 98,100            | 75%            |
| Total debt service   | <u>-</u>          | <u>74,050</u>     | <u>168,100</u>    | 44%            |
| <b>Other fees &amp; charges</b>                              |                   |                   |                   |                |
| Property appraiser   | -                 | -                 | 2,878             | 0%             |
| Tax collector  | 79                | 3,523             | 3,838             | 92%            |
| Total other fees & charges                                   | <u>79</u>         | <u>3,523</u>      | <u>6,716</u>      | 52%            |
| Total expenditures   | <u>79</u>         | <u>77,573</u>     | <u>174,816</u>    | 44%            |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 5,228             | 105,653           | 9,395             |                |
| Fund balances - beginning                                    | 403,259           | 302,834           | 264,782           |                |
| Fund balances - ending                                       | <u>\$ 408,487</u> | <u>\$ 408,487</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 MARCH 31, 2024**

|                             | Current<br>Month  | Year to<br>Date   | Budget           | % of<br>Budget |
|-----------------------------|-------------------|-------------------|------------------|----------------|
| <b>REVENUES</b>             |                   |                   |                  |                |
| Assessment levy: off-roll   | \$ -              | \$ -              | \$ 358,161       | 0%             |
| Interest                    | 4                 | 108               | -                | N/A            |
| Total revenues              | <u>4</u>          | <u>108</u>        | <u>358,161</u>   | 0%             |
| <b>EXPENDITURES</b>         |                   |                   |                  |                |
| <b>Debt service</b>         |                   |                   |                  |                |
| 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 | 4                 | (83,930)          | 80,086           |                |
| Fund balances - beginning   | 108,996           | 192,930           | 239              |                |
| Fund balances - ending      | <u>\$ 109,000</u> | <u>\$ 109,000</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 MARCH 31, 2024**

|  | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|--|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>  |                   |                   |                   |                |
| Assessment levy: on-roll - net                               | \$ 8,371          | \$ 367,999        | \$ 372,345        | 99%            |
| Interest   | 1,970             | 9,403             | -                 | N/A            |
| Total revenues   | <u>10,341</u>     | <u>377,402</u>    | <u>372,345</u>    | 101%           |
| <b>EXPENDITURES</b>  |                   |                   |                   |                |
| <b>Debt service</b>  |                   |                   |                   |                |
| Principal  | -                 | -                 | 140,000           | 0%             |
| Interest   | -                 | 107,831           | 215,663           | 50%            |
| Total debt service   | <u>-</u>          | <u>107,831</u>    | <u>355,663</u>    | 30%            |
| <b>Other fees &amp; charges</b>                              |                   |                   |                   |                |
| Property appraiser   | -                 | -                 | 5,818             | 0%             |
| Tax collector  | 165               | 7,352             | 7,757             | 95%            |
| Total other fees & charges                                   | <u>165</u>        | <u>7,352</u>      | <u>13,575</u>     | 54%            |
| Total expenditures   | <u>165</u>        | <u>115,183</u>    | <u>369,238</u>    | 31%            |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 10,176            | 262,219           | 3,107             |                |
| Fund balances - beginning                                    | 601,503           | 349,460           | 325,016           |                |
| Fund balances - ending                                       | <u>\$ 611,679</u> | <u>\$ 611,679</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 MARCH 31, 2024**

|  | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|--|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>  |                   |                   |                   |                |
| Assessment levy: off-roll                                    | \$ -              | \$ 19,824         | \$ 685,173        | 3%             |
| Interest   | 98                | 495               | -                 | N/A            |
| Total revenues   | <u>98</u>         | <u>20,319</u>     | <u>685,173</u>    | 3%             |
| <b>EXPENDITURES</b>  |                   |                   |                   |                |
| <b>Debt service</b>  |                   |                   |                   |                |
| 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<br>over/(under) expenditures | 98                | (137,031)         | 150,473           |                |
| Fund balances - beginning                                    | 230,812           | 367,941           | 277               |                |
| Fund balances - ending                                       | <u>\$ 230,910</u> | <u>\$ 230,910</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 MARCH 31, 2024**

|  | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|--|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>  |                   |                   |                   |                |
| Assessment levy: on-roll - net                               | \$ 9,312          | \$ 409,400        | \$ 416,404        | 98%            |
| Interest   | 2,112             | 9,949             | -                 | N/A            |
| Total revenues   | <u>11,424</u>     | <u>419,349</u>    | <u>416,404</u>    | 101%           |
| <b>EXPENDITURES</b>  |                   |                   |                   |                |
| <b>Debt service</b>  |                   |                   |                   |                |
| Principal  | -                 | -                 | 165,000           | 0%             |
| Interest   | -                 | 118,350           | 236,700           | 50%            |
| Total debt service   | <u>-</u>          | <u>118,350</u>    | <u>401,700</u>    | 29%            |
| <b>Other fees &amp; charges</b>                              |                   |                   |                   |                |
| Property appraiser   | -                 | -                 | 6,506             | 0%             |
| Tax collector  | 183               | 8,180             | 8,675             | 94%            |
| Total other fees & charges                                   | <u>183</u>        | <u>8,180</u>      | <u>15,181</u>     | 54%            |
| Total expenditures   | <u>183</u>        | <u>126,530</u>    | <u>416,881</u>    | 30%            |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 11,241            | 292,819           | (477)             |                |
| Fund balances - beginning                                    | 651,446           | 369,868           | 345,296           |                |
| Fund balances - ending                                       | <u>\$ 662,687</u> | <u>\$ 662,687</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 MARCH 31, 2024**

|                                 | Current<br>Month    | Year to<br>Date     | Budget            | % of<br>Budget |
|---------------------------------|---------------------|---------------------|-------------------|----------------|
| <b>REVENUES</b>                 |                     |                     |                   |                |
| Assessment levy: on-roll - net  | \$ 3,953            | \$ 173,778          | \$ 215,667        | 81%            |
| Assessment levy: off-roll       | -                   | -                   | 650,265           | 0%             |
| Interest                        | 1,147               | 6,102               | -                 | N/A            |
| Total revenues                  | <u>5,100</u>        | <u>179,880</u>      | <u>865,932</u>    | 21%            |
| <b>EXPENDITURES</b>             |                     |                     |                   |                |
| <b>Debt service</b>             |                     |                     |                   |                |
| Principal                       | -                   | -                   | 290,000           | 0%             |
| Interest                        | -                   | 231,100             | 412,200           | 56%            |
| Total debt service              | <u>-</u>            | <u>231,100</u>      | <u>702,200</u>    | 33%            |
| <b>Other fees &amp; charges</b> |                     |                     |                   |                |
| Property appraiser              | -                   | -                   | 3,370             | 0%             |
| Tax collector                   | 78                  | 3,472               | 4,493             | 77%            |
| Total other fees & charges      | <u>78</u>           | <u>3,472</u>        | <u>7,863</u>      | 44%            |
| Total expenditures              | <u>78</u>           | <u>234,572</u>      | <u>710,063</u>    | 33%            |
| Net change in fund balances     | 5,022               | (54,692)            | 155,869           |                |
| Fund balances - beginning       | (444,931)           | (385,217)           | 141,531           |                |
| Fund balances - ending          | <u>\$ (439,909)</u> | <u>\$ (439,909)</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 MARCH 31, 2024**

|                                 | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|---------------------------------|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>                 |                   |                   |                   |                |
| Assessment levy: on-roll - net  | \$ 5,220          | \$ 229,488        | \$ 231,729        | 99%            |
| Assessment prepayments          | 21,799            | 44,165            | -                 | N/A            |
| Interest                        | 2,055             | 11,142            | -                 | N/A            |
| Total revenues                  | <u>29,074</u>     | <u>284,795</u>    | <u>231,729</u>    | 123%           |
| <b>EXPENDITURES</b>             |                   |                   |                   |                |
| <b>Debt service</b>             |                   |                   |                   |                |
| Principal                       | -                 | -                 | 60,000            | 0%             |
| Interest                        | -                 | 105,775           | 161,550           | 65%            |
| Total debt service              | <u>-</u>          | <u>105,775</u>    | <u>221,550</u>    | 48%            |
| <b>Other fees &amp; charges</b> |                   |                   |                   |                |
| Property appraiser              | -                 | -                 | 3,621             | 0%             |
| Tax collector                   | 103               | 4,585             | 4,828             | 95%            |
| Total other fees & charges      | <u>103</u>        | <u>4,585</u>      | <u>8,449</u>      | 54%            |
| Total expenditures              | <u>103</u>        | <u>110,360</u>    | <u>229,999</u>    | 48%            |
| Net change in fund balances     | 28,971            | 174,435           | 1,730             |                |
| Fund balances - beginning       | 585,171           | 439,707           | 397,122           |                |
| Fund balances - ending          | <u>\$ 614,142</u> | <u>\$ 614,142</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 MARCH 31, 2024**

|  | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|--|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>  |                   |                   |                   |                |
| Assessment levy: on-roll - net                               | \$ 1,721          | \$ 75,644         | \$ 76,662         | 99%            |
| Assessment prepayments                                       | 5,726             | 11,621            | -                 | N/A            |
| Interest   | 671               | 3,636             | -                 | N/A            |
| Total revenues   | <u>8,118</u>      | <u>90,901</u>     | <u>76,662</u>     | 119%           |
| <b>EXPENDITURES</b>  |                   |                   |                   |                |
| <b>Debt service</b>  |                   |                   |                   |                |
| Principal  | -                 | -                 | 30,000            | 0%             |
| Interest   | -                 | 26,400            | 42,800            | 62%            |
| Total debt service   | <u>-</u>          | <u>26,400</u>     | <u>72,800</u>     | 36%            |
| <b>Other fees &amp; charges</b>                              |                   |                   |                   |                |
| Property appraiser   | -                 | -                 | 1,198             | 0%             |
| Tax collector  | 34                | 1,511             | 1,597             | 95%            |
| Total other fees & charges                                   | <u>34</u>         | <u>1,511</u>      | <u>2,795</u>      | 54%            |
| Total expenditures   | <u>34</u>         | <u>27,911</u>     | <u>75,595</u>     | 37%            |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 8,084             | 62,990            | 1,067             |                |
| Fund balances - beginning                                    | 199,004           | 144,098           | 131,157           |                |
| Fund balances - ending                                       | <u>\$ 207,088</u> | <u>\$ 207,088</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 MARCH 31, 2024**

|  | Current<br>Month           | Year to<br>Date            | Budget                   | % of<br>Budget |
|--|----------------------------|----------------------------|--------------------------|----------------|
| <b>REVENUES</b>  |                            |                            |                          |                |
| Assessment levy: off-roll                                    | \$ -                       | \$ -                       | \$ 174,601               | 0%             |
| Assessment prepayments                                       | -                          | 1,847,826                  | -                        | N/A            |
| Interest   | 3,336                      | 7,753                      | -                        | N/A            |
| Total revenues   | <u>3,336</u>               | <u>1,855,579</u>           | <u>174,601</u>           | 1063%          |
| <b>Debt service</b>  |                            |                            |                          |                |
| Interest   | -                          | 63,594                     | 127,188                  | 50%            |
| Total debt service   | <u>-</u>                   | <u>63,594</u>              | <u>127,188</u>           | 50%            |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 3,336                      | 1,791,985                  | 47,413                   |                |
| Fund balances - beginning                                    | <u>2,058,040</u>           | <u>269,391</u>             | <u>201,025</u>           |                |
| Fund balances - ending                                       | <u><u>\$ 2,061,376</u></u> | <u><u>\$ 2,061,376</u></u> | <u><u>\$ 248,438</u></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 MARCH 31, 2024**

|  | Current<br>Month    | Year to<br>Date     | Budget            | % of<br>Budget |
|--|---------------------|---------------------|-------------------|----------------|
| <b>REVENUES</b>  |                     |                     |                   |                |
| Assessment levy: on-roll - net                               | \$ 27,588           | \$ 1,212,865        | \$ 1,239,705      | 98%            |
| Assessment prepayments                                       | -                   | 76,400              | -                 | N/A            |
| Interest   | 5,844               | 26,213              | -                 | N/A            |
| Total revenues   | <u>33,432</u>       | <u>1,315,478</u>    | <u>1,239,705</u>  | 106%           |
| <b>EXPENDITURES</b>  |                     |                     |                   |                |
| <b>Debt service</b>  |                     |                     |                   |                |
| 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%            |
| <b>Other fees &amp; charges</b>                              |                     |                     |                   |                |
| Property appraiser   | -                   | -                   | 19,370            | 0%             |
| Tax collector  | 542                 | 24,233              | 25,827            | 94%            |
| Total other fees & charges                                   | <u>542</u>          | <u>24,233</u>       | <u>45,197</u>     | 54%            |
| Total expenditures   | <u>542</u>          | <u>373,789</u>      | <u>1,254,310</u>  | 30%            |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 32,890              | 941,689             | (14,605)          |                |
| Fund balances - beginning                                    | <u>1,859,224</u>    | <u>950,425</u>      | <u>772,466</u>    |                |
| Fund balances - ending                                       | <u>\$ 1,892,114</u> | <u>\$ 1,892,114</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 MARCH 31, 2024**

|  | <u>Current<br/>Month</u> | <u>Year to<br/>Date</u> |
|--|--------------------------|-------------------------|
| <b>REVENUES</b>  |                          |                         |
| Interest & miscellaneous                                     | <u>\$ 199</u>            | <u>\$ 1,343</u>         |
| Total revenues   | <u>199</u>               | <u>1,343</u>            |
| <b>EXPENDITURES</b>  |                          |                         |
| Capital outlay   | <u>5,218</u>             | <u>14,516</u>           |
| Total expenditures   | <u>5,218</u>             | <u>14,516</u>           |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | (5,019)                  | (13,173)                |
| Fund balances - beginning                                    | <u>47,905</u>            | <u>56,059</u>           |
| Fund balances - ending                                       | <u><u>\$ 42,886</u></u>  | <u><u>\$ 42,886</u></u> |

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND 2015  
FOR THE PERIOD ENDED MARCH 31, 2024**

|  | Current<br>Month | Year to<br>Date |
|--|------------------|-----------------|
| <b>REVENUES</b>  |                  |                 |
| Interest & miscellaneous                                     | \$ -             | \$ 5,928        |
| Total revenues   | -                | 5,928           |
| <b>EXPENDITURES</b>  |                  |                 |
| Total expenditures   | -                | -               |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | -                | 5,928           |
| Fund balances - beginning                                    | 286,641          | 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 March 27, 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 (via telephone)           | Vice Chair          |
| Linda Viegas                        | Assistant Secretary |
| John Nuzzo                          | Assistant Secretary |
| William Tomazin Jr. (via telephone) | Assistant Secretary |

**Also present:**

|                    |  |
|--------------------|--|
| Chuck Adams        | District Manager                               |
| Cleo Adams         | District Manager                               |
| Tony Pires         | District Counsel                               |
| Terry Cole         | District Engineer                              |
| Joe Parisi         | Developer’s Representative                     |
| 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)   |
| Joe Schmitt        | Resident and CDD #1 Board Member               |
| Torben Christensen | Resident and CDD #1 Board Member               |
| Sue Leone          | Resident                                       |
| Ray Magill         | Resident                                       |
| Shannon Benedetti  | Resident                                       |

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 10:04 a.m.  
Supervisors Miller, Viegas and Nuzzo were present. Supervisors Klug and Tomazin attended via telephone.

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

**SECOND ORDER OF BUSINESS**

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

Oyster Harbor resident Sue Leone voiced her opinion that an issue exists due to lack of lighting when entering Oyster Harbor. She stated that a homeowner installed a reflector rod and asked if this is a CDD or an HOA matter. She stated that someone ran into the center median because it is very dark at night and asked for lighting to be installed.

Mr. Pires stated, if it is in the CDD’s right-of-way (ROW), the reflector should be removed. Mrs. Adams asked Ms. Leone to email her photos of the reflector and her request. It was noted that the question is what entity is responsible for addressing the perceived lack of lighting. Mrs. Adams will address the matter when she receives the email.

▪ **Continued Discussion/Consideration of Agreement for Access and Construction [Basins I, OH, A1, B1, C, H2, H3]**

**This item, previously the Fourteenth Order of Business, was presented out of order.**

Mr. Miller stated the Fourteenth Order of Business is being addressed earlier in the meeting because CDD #1 Supervisor Joe Schmitt is in attendance, and he wants to hear the discussion.

Mr. Pires stated he distributed a revised draft which contains several changes submitted by Ms. Viegas.

Mr. Miller asked who prepared the initial Agreement. Mr. Pires stated he prepared the initial draft, and it was reviewed by others, including Mr. Cole, Mr. Adams, Mr. Parisi, and Mr. Haak. Asked on whose behalf he prepared the Agreement, Mr. Pires stated he prepared it on behalf of CDD #1 and CDD #2. Mr. Miller asked if the Agreement was reviewed by any other lawyer. Mr. Pires stated the Agreement was reviewed on behalf of the FCC Golf Club by Mr. Parisi and Mr. Haak. Mr. Miller asked if all parties here are relying on Hole Montes. Mr. Pires stated Hole Montes reviewed the Agreement; Mark Minor had the plans. The CDD is relying on Hole Montes.



76 Mr. Miller asked who the FCC Golf Club is relying on. Mr. Parisi stated the FCC Golf Club  
77 is relying on Mark Minor. Mr. Miller asked if the FCC Golf Club is specifically not relying on Hole  
78 Montes. Mr. Parisi stated that is correct.

79 Mr. Miller stated, as Mr. Cole does work for the CDD and the Developer as well, he  
80 wants to make it very clear where all the responsibilities lie. He asked if there is an issue of  
81 conflict. Mr. Pires stated that there is not.

82 Mr. Miller asked on whom CDD #2 relies regarding the surface water management  
83 system plans. Mr. Pires stated the plans were prepared by Grady Minor & Associates; Mr. Cole  
84 is reviewing the plans, so CDD #2 relies on Mr. Cole's review of Mark Minor's plans.

85 Mr. Miller asked if Mr. Cole is providing any written review regarding these plans. Mr.  
86 Cole stated that he has not provided a written opinion. He does not see an issue with them; he  
87 needs to be provided the approved South Florida Water Management District (FWMD)  
88 Environmental Resource Permit (ERP) Modification Approval, and approval from Collier County,  
89 before he can approve the plans.

90 Mr. Miller observed that, as of now, CDD #2 is relying on Mr. Cole, and he has not  
91 approved the plans. Mr. Cole stated that is correct.

92 Mr. Parisi stated that is not his understanding, but he is happy to obtain whatever is  
93 needed.

94 Mr. Cole stated he does not see an issue with anything; he has not received approved  
95 plans in order to provide an approval letter.

96 Mr. Miller thinks it is important for Mr. Cole to be provided with the approved plans so  
97 he can advise the CDD of his approval, as the CDD is relying on him as its technical advisor. He  
98 asked how they can get the approved plans to Mr. Cole. Mr. Parisi stated he is emailing the  
99 approved plans right now.

100 Mr. Miller noted language in the "Whereas" clause dealing with the surface water  
101 management systems which states that the two CDDs "own, possess, access, operate and  
102 maintain project improvements." He asked what project improvements are referred to there.  
103 Mr. Cole stated the improvements are outlined in Mark Minor's memo. Mr. Pires noted the  
104 memo, included as Exhibit B to the Agreement, is dated January 22, 2024.

105 Mr. Miller stated his understanding that if the Board approves the Agreement today, it  
106 will not have plans reviewed, analyzed, and approved by Mr. Cole. Mr. Cole stated that, if  
107 during the meeting he is able to see that County and ERP approval were granted, he will give  
108 verbal approval.

109 CDD #1 Board Member Joe Schmitt stated that Mr. Cole briefed the CDD #1 Board in  
110 December or January regarding the golf course renovations. His concern is the needed access  
111 over CDD #1 property, so he asked for an Agreement to hold harmless and indemnify CDD #1 at  
112 the entry points, where The Foundation would be responsible for any damages at entry points  
113 to CDD #1 property. That Agreement morphed into the combined surface water management  
114 systems (SWMS) requirements and golf course access. The golf course requires an amendment  
115 to the ERP, which is subject to the SFWMD approval process. He stated he was part of the  
116 review process with Mr. Pires, and he does not believe either of the CDDs needed to be part of  
117 the approval process because both the County and the SFWMD are issuing approvals and  
118 amending the permit. The real concern is for CDD #2, given the interconnections; Lake 70,  
119 which is going to be expanded, is entirely in CDD #2, but the attachments do not show any of  
120 that. He stated that CDD #1's concern is that the attachments should show the impact and any  
121 changes to control structures. CDD #1 does not want to hold up the April 1, 2024 start date but,  
122 for future reference, the financial impacts to both CDDs need to be identified. CDD #2 will incur  
123 additional costs because another lake in CDD #2 will require maintenance.

124 Mr. Miller thanked Mr. Schmitt for his input. He stated CDD #2 is relying on Mr. Cole,  
125 who has not yet approved the plans for both CDDs.

126 Mr. Parisi stated he just obtained the plans via email, and they are now displayed on the  
127 screen.

128 Mr. Miller stated they will wait for Mr. Cole to review the plans and give his approval.

129 Regarding the provision in Paragraph 2 of the Agreement, which states that the grant is  
130 subject to a variety of things, Mr. Miller wants to add that approval is subject to the statements  
131 made in the last paragraph of Exhibit B. Mr. Pires stated he will add that approval is subject to  
132 reliance on the accuracy and correctness of the last paragraph of Exhibit B.

133 Regarding the insurance in Paragraph 6, Mr. Miller asked about the length of insurance  
134 coverage and its applicability. Mr. Pires stated that the insurance should cover anything arising

135 during construction activity. The intent is that the insurance is there; it is a claims made policy.  
136 Mr. Parisi stated, unless claims are barred by the statute of limitations or other statutes,  
137 coverage relates back to the date that construction occurred. Mr. Miller stated he has no issue  
138 if it is barred by the statute of limitations, but, if there is a litigable claim within the statute of  
139 limitations based on work done, he wants to make sure it is covered by the insurance. Mr. Pires  
140 stated he does not want to state the term because claims can be made based on construction  
141 activities and, arguably, if something happens afterward due to a defective work product. He  
142 will ensure that the coverage states that it will apply per occurrence.

143 In response to Mr. Miller's question, Mr. Parisi stated that Glase Golf, Inc., is the  
144 contractor. Mr. Miller asked about the financial ability of the contractor to indemnify the CDDs.  
145 Mr. Parisi stated the project has a \$7 million construction bond which should cover all  
146 construction aspects; he believes the rest of the project carries \$5 million in insurance.

147 Mr. Miller noted that a paragraph in the Agreement indicates that the contractor will  
148 indemnify the CDDs, and he wants assurance that the contractor is financially able to do so. Mr.  
149 Parisi stated that he has used this contractor before, and The Foundation will pursue the  
150 contractor if the need arises. Mr. Nuzzo noted that the bond is more important because, if the  
151 contractor goes out of business, the bond would pick up for another contractor. Mr. Parisi  
152 stated he did not see the contractor's financials, but he knows this company as he has used  
153 them before and is happy with a bond on the project and the applicable insurance.

154 The Board and Staff discussed an excerpt from an email from Mr. Schmitt that was  
155 distributed. Ms. Viegas asked if all the items raised need to be added to the Exhibits before the  
156 Agreement is complete. Mr. Adams believes much of the information is included on the plans  
157 that were just projected on the screen.

158 Mr. Schmitt feels that all the information should have been displayed in the  
159 attachments to the Agreement, but they did not show the drainage basins or any other  
160 requirements. His other complaint is that the base maps are out of date; they show the  
161 interconnect between Oyster Harbor and Estancia, they do not delineate that some of that area  
162 now belongs to Taylor Morrison, etc. He stated that Mr. Cole had advised that he does not have  
163 the information. Mr. Schmitt would like the base maps to be corrected and the attachments to  
164 display the information to which they are agreeing when they are put into the final Agreement.

165 Mr. Adams suggested the approved plans be attached as Exhibit C to the Agreement,  
166 which should cover everything.

167 Mr. Pires stated, with regard to the A1 and A2 boundary maps, what Mr. Schmitt  
168 mentioned reflected a development scheme outside the boundaries of the CDD that should not  
169 be on there and did not accurately reflect the underlying development scheme for either CDD.

170 Mr. Cole stated once updated base maps are received from Grady Minor, the maps can  
171 be updated. He has no issues with the plans he reviewed in January and is now trying to review  
172 the plans that were just sent. He believes that there is a dilemma because one of the RAI  
173 comments is that the Agreement with the Developer needs to be approved so that the SFWMD  
174 can satisfy that requirement and then issue the permit. He does not have everything he needs  
175 to review it and give his approval.

176 Mr. Klug voiced his opinion that this needs to be tabled until the Agreement can be  
177 cleaned up. He asked how that would impact the April 1, 2024 start date. Mr. Parisi stated both  
178 projects were put into one Agreement in the hopes that both would be approved today. They  
179 will need to separate the Agreements so the golf course renovations can start on April 1, 2024.  
180 The ERP permit modification requires CDD approval. Mr. Adams suggested any approval be  
181 contingent upon Mr. Cole's approval of the plans, which would allow the project to move  
182 forward. Mr. Schmitt stated that, to avoid delaying the April 1, 2024 start date, CDD #1  
183 approved the Agreement for access, subject to Mr. Cole having the correct attachments.

184 Mr. Klug asked what happens if CDD #2 conditionally approves it, work starts, and the  
185 documents are not correct, or Mr. Cole does not approve them. Mr. Miller stated they would  
186 assume that Mr. Cole will give an affirmative opinion.

187

188 **On MOTION by Mr. Miller and seconded by Mr. Nuzzo, with Mr. Miller, Ms.**  
189 **Viegas, Mr. Nuzzo and Mr. Tomazin in favor and Mr. Klug dissenting, the**  
190 **Agreement for Access and Construction [Basins I, OH, A1, B1, C, H2, H3], as**  
191 **amended and subject to Mr. Cole's approval, was approved. [Motion passed 4-**  
192 **1]**

193

194

195 Mr. Schmitt stated that the Boards have to put faith and confidence in the County  
196 review process, in Grady Minor, and in Mr. Cole.

197 Mr. Cole stated that there are many moving parts and, while he has no issue with the  
198 plans, the ERP and the County must issue their approval before he can give formal approval. He  
199 does not believe there is a problem with access. He requested a meeting with Grady Minor and  
200 Gulf Bay to review the plans and review the access, review what is needed to update the  
201 Exhibits with the base maps, and to understand the impact of access. If the meeting can be held  
202 within the next few days, he can provide an affirmative response on the access issue, which he  
203 believes is the first concern. Then the base maps can be updated, and the Agreement  
204 consummated. Mr. Miller stated the Agreement was approved subject to Mr. Cole's approval  
205 and advised him to do whatever he needs to do to approve it.

206 Mr. Pires reviewed the modifications agreed to earlier, noting the following:

- 207 ➤ In Paragraph 2, it will be noted that the approvals are subject to reliance upon the  
208 correctness and accuracy of representations made by the Engineering firm in Exhibit B.
- 209 ➤ If necessary, corrections to the boundary maps will be made.
- 210 ➤ The approved plans will be attached as Exhibit C to the Agreement.
- 211 ➤ Paragraph 5 will clarify that the costs, fees, and expenses relating to and associated with  
212 the construction are the sole responsibility of FCC Golf Club.
- 213 ➤ Make sure that the insurance is per occurrence.

214 Mr. Klug questioned how all these verbal modifications can be incorporated after a  
215 motion was made and the vote was taken. Mr. Pires stated that these are not verbal  
216 modifications; rather, clarifications to review what was discussed earlier that he summarized to  
217 ensure he has all the modifications he needs to make to the Agreement.

218 Mr. Schmitt requested that all the plans discussed today and shown on the screen be  
219 included in the Agreement. Mr. Pires stated he will make sure a full package is sent to Mr.  
220 Miller and Mr. Schmitt for review.

221

### 222 **THIRD ORDER OF BUSINESS**

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

226

227 Mr. Miller stated that discovery requests were received and CDD #2 has some  
228 objections due to vague terms. CDD #1 can move to enforce the request as written or modify it

229 to comply with CDD #2's objections. He noted that CDD #2's motion for summary judgement is  
230 pending before the court. The date to hear the motion is May 14, 2024, at 1:30 p.m. There will  
231 be oral arguments for 30 minutes.

232 Mr. Klug asked if there was a stay in the discovery request pending the motion for  
233 summary judgment hearing. Mr. Miller stated there was not; discovery will move forward.

234 Ms. Viegas stated that, as of February 29, 2024, CDD #2 has spent \$26,918.58 on this  
235 litigation.

236 Mr. Miller stated that CDD #2 could have settled the matter for 75% but the Board  
237 voted not to with a unanimous vote of 5 to 0.

238

239 **FOURTH ORDER OF BUSINESS**

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

240

241

242 Mr. Nott presented the Treatment Report and noted the following:

- 243 ➤ Light algae was observed in some lakes; spot treatments were applied, as needed.
- 244 ➤ The Lakes were treated for weeds, including Illinois pond weed.
- 245 ➤ A five-person crew have been selectively spraying with backpacks this week, in addition  
246 to the regular crew.

247 Regarding the prior Order of Business, Mr. Klug asked if it is possible for the parties to  
248 the lawsuit to mutually petition the court to ask for a stay on the discovery request pending the  
249 outcome of the hearing on the summary judgment. Mr. Miller stated that it can be done but, in  
250 his opinion, it would be economically counter-intuitive and not necessary.

251

252 **FIFTH ORDER OF BUSINESS**

**Health, Safety and Environment Report**

253

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

- 255 ➤ Concerns related to irrigation and pressure washing, etc., can be emailed to  
256 [Irrigation@Fiddlerscreek.com](mailto:Irrigation@Fiddlerscreek.com) and [Pressurewashing@Fiddlerscreek.com](mailto:Pressurewashing@Fiddlerscreek.com) for staff response.
- 257 ➤ Tree Canopy Trimming: Juniper trimmed the fruited palms on Sandpiper up to US-41.  
258 They also trimmed fruited palms on Fiddler's Creek Parkway and Club Center Boulevard.  
259 Trimming began several weeks earlier than the schedule suggested.

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

- 261 ➤ Irrigation Projected Usage: Approximately 4" of rain was received in February.
- 262 ➤ There were two rain holds in the villages and four in the common areas. Approximately  
263 13 million fewer gallons of water were used in February 2024; a little more than 43 million  
264 gallons were used, compared to almost 57 million gallons in February 2023.
- 265 ➤ Irrigation Report: There were no major repairs in February. A grow-in program  
266 necessitated a number of service calls.
- 267 ➤ Pressure Washing: Crews are in the Campanile area now. Montreux, Mahogany Bend,  
268 and Runaway Bay were recently completed. The map is fixed; crews are ahead of schedule.
- 269 Mr. Miller asked why the areas being done are not contiguous. Mr. Hennessey stated  
270 that is the way it has been done in the past, but they are considering changing it.
- 271 Mr. Miller asked what a grow-in program is. Mr. Hennessey stated it refers to installing  
272 sod.
- 273 **B. Security and Safety Update**
- 274 Mr. Hennessey reported the following:
- 275 ➤ Gate Access Control: Community Patrol's number is 239-919-3705; Community Patrol  
276 should be called for assistance with security matters. In an emergency, 911 should be called  
277 first, followed by Community Patrol. The automated gatehouse number is 239-529-4139; that  
278 number should be called to add vendors or visitors to the list.
- 279 ➤ Occupancy Report: Occupancy from January to February increased by 4%, increasing  
280 from 2,312 to 2,423.
- 281 ➤ Gatehouses and Patrols: Sandpiper, Championship, and the Main gates are operational  
282 24 hours a day, seven days a week. There are two patrols per shift.
- 283 ➤ Gatehouse Activity: Gate entries from January to February increased by 1%, increasing  
284 from 101,017 to 101,980.
- 285 ➤ Incidents: Open garage doors and parking continue to be the highest incident  
286 categories.
- 287 Mr. Miller asked about the nature of the officer observations and resident complaints.  
288 Mr. Hennessey stated they might be anything officers observe, and resident complaints include  
289 disputes between neighbors that do not require Sheriff assistance.

290 ➤ Speed Detection and Enforcement: The Traffic Hawks returned a few weeks ago. A few  
291 fines were issued. For the first time, a complaint was received from a resident who is getting a  
292 fine. He requested video, documentation, and proof. He will most likely voice his concerns at  
293 the Fining Committee.

294 ➤ The Collier County Sheriff's Office (CCSO) advised that there were 75 extra patrols, 17  
295 alarm calls, 11 911 hang-ups, 10 medical calls and two crashes.

296 Ms. Viegas stated the new colors in the report are nice but, when blue print is used on  
297 the black background, it is difficult to read. She asked for the print to be changed to white in  
298 the future. Mr. Hennessey stated he will do so.

299 Asked if Mr. Benet hired a new assistant yet, Mr. Hennessey replied no, the search is  
300 ongoing. Mr. Parisi stated that Mr. Ledezma provides assistance.

301

## 302 SIXTH ORDER OF BUSINESS

## Developer's Report/Update

303

304 Mr. Miller asked if the traffic light permit was submitted to Halvorsen for the next  
305 payment. Mr. Cole stated he sent the permit to Mr. Parisi at the last meeting. Mr. Parisi stated  
306 he did not see it, but he will forward it to Halvorsen.

307 Mr. Miller asked, in regard to the signs Mr. Parisi was going to consider, to what extent  
308 the Developer has the obligation for the temporary signs in Aviamar and Veneta. Mr. Haak  
309 stated Mr. Cole provided the detail on the signs and they will review it.

310 Mr. Parisi said they sent the contract to the individual they want for the irrigation  
311 project and work to be done. Once it is executed, the design work will be done for the CDDs  
312 and each individual village. Mr. Miller asked if he looked into the financials. Mr. Parisi stated he  
313 did not. In this case, they are not doing the construction, they are doing the design.

314 Mr. Nuzzo asked when the costs to be distributed to CDDs, HOAs, etc., will be known,  
315 once the contract is received. Mr. Parisi stated he has no idea about the timing; he is requesting  
316 as built designs for the CDDs and then the older villages then other villages so the expense can  
317 be budgeted. Mr. Parisi will look into how The Foundation can help; he will contact banks for  
318 loan terms, and a special assessment is possible.

319 Mr. Parisi responded to questions, displayed a presentation about community access  
320 and equipment during the golf course renovation, and noted the following:



- 321 ➤ Development continues in Oyster Harbor and in Dorado.
- 322 ➤ The golf clubhouse should be near completion in May or early June.
- 323 ➤ CDD #2 does not have much golf course related renovation; east end holes will be  
324 accessed through the Sandpiper Gate and will follow the road for construction traffic.
- 325 ➤ Videos will document the gatehouse and surrounding areas in the event of any damage.
- 326 ➤ All golf course work will be completed by August 31, 2024.
- 327 ➤ Work at the West end, including Holes 1 through 6 and 18, will begin April 1, 2024 and  
328 go until June 15, 2024.
- 329 ➤ Some of The Club & Spa parking lot will be used for staging gravel and sand.
- 330 ➤ The parking lot in Isla de Sol will be used for access and staging for Hole 2.
- 331 ➤ The rest station by Hole 9 will also be a staging area.
- 332 ➤ The driving range will likely not be impacted during the renovation. If it is impacted,  
333 transportation to the driving range will be provided. Transportation will be provided to Hole 5.
- 334 Mr. Pires stated the PowerPoint will be included in the Agreement for Access and  
335 Construction discussed earlier.
- 336 Mr. Miller asked when Gator Grille 2 work will be done. Mr. Parisi said they are in  
337 contact with the designer, Garcia Stromberg, and Mark Minor. They will have to install a  
338 bulkhead around the lake and demo the golf cart barn. Demolition work and sitework is being  
339 planned for the summer with the intent to expedite demolition, because 60 new parking spaces  
340 will be available.
- 341 ➤ Trucks will use the Main Gate rather than Sandpiper to get to the staging areas.
- 342 ➤ Mulberry Lane will be the access point for Hole 3. Some hedges will be removed.
- 343 ➤ Club Center Boulevard will give access to Hole 18. The East Side, including Holes 7  
344 through 17, will use the construction road off Sandpiper Drive, not Marsh Drive. Most staging  
345 will be by the maintenance facility and the new Golf Clubhouse. Lake 70 will be extended.
- 346 ➤ Overall, work begins on April 1, 2024 and will be complete by August 15, 2024.
- 347 ➤ Letters will be sent to advise homeowners of the work.
- 348 ➤ Videos and pictures will be sent to Mr. Adams and Mrs. Adams; a walkthrough will be  
349 done when the project is complete.
- 350 Mrs. Adams stated that the presentation will be emailed to the Board and Staff.

351

352 **SEVENTH ORDER OF BUSINESS**353 **Engineer's Report/Update: Hole Montes, a**  
354 **Bowman Company**

354

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358

Mr. Cole stated he sent an email to Mark Minor and Mr. Parisi requesting the meeting necessary for his approval of the Agreement for Access and Construction. He will make himself available in the coming days, and he can provide a contingent approval; however, the ERP permit cannot be issued until the paperwork is received.

359

360

The Board and Staff discussed the importance of the work scheduled to begin on April 1, 2024 and office closures related to the Good Friday holiday.

361

Mr. Miller believes that the April 1, 2024 start date will be fine.

362

The Board Members and Staff were in agreement.

363 **A. Consideration of Juniper Landscaping of Florida, LLC Proposals**

364

365

Mr. Cole presented the Juniper proposals for additional sod, which is necessary because more area was disturbed than expected.

366

- **No. 154881.2 Amador Rear Swale Modifications [Lots 1-3]**

367

- **No. 154960.1 Amador Rear Swale Modifications [Lots 4-7]**

368

369

Ms. Viegas stated there is a calculation error in Proposal No. 154960.1; the Board will only approve the correct amount, \$4,180.

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**On MOTION by Mr. Miller and seconded by Mr. Nuzzo, with all in favor, Juniper Landscaping of Florida, LLC Proposal No. 154881.2 for Amador Rear Swale Modifications for Lots 1 through 3, in the amount of \$300, and Juniper Landscaping of Florida, LLC Proposal No. 154960.1, as amended, for Amador Rear Swale Modifications for Lots 4 through 7, in the amount of \$4,180, were approved.**

377

378

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380

Mr. Pires stated he has the second amendments for the Amador License Agreements to extend them until April 30, 2024 for Mr. Miller's signature.

381

382 **B. Consideration of Landshore Restoration Proposal for Lake Erosion Repairs in Museo and Oyster Harbor**

383 Mr. Cole stated, due to the large number of other proposals needed for CDD #1 and  
384 CDD #2, he did not obtain the Landshore Restoration proposal. He anticipates presenting it at  
385 the next meeting.

386

387 **EIGHTH ORDER OF BUSINESS**

**Consideration of Aqua-Matic Irrigation  
388 Systems, Inc. Proposal for Gate Valve  
389 Replacements at Veneta**

390

391 Mr. Cole presented the Aqua-Matic Irrigation Systems, Inc. Proposal for Gate Valve  
392 Replacements at Veneta, in the amount of approximately \$34,451, for a variety of gate valve  
393 repairs. Mr. Miller stated the contractor assumes electric current will be provided by the owner  
394 from an existing outlet. He asked from where the CDD would provide it. Mr. Cole stated that no  
395 electric is needed; he noted that this is likely their standard agreement.

396 Mr. Miller questioned several other boiler plate items in the Proposal/Contract.

397 Mrs. Adams stated that she will cross out the language that the Board objects to, except  
398 for the warranty; the vendor proposal will serve as an Exhibit to the CDD's standard contract.

399 Ms. Viegas discussed a concern with the pricing given that Aqua-Matic also submitted a  
400 proposal to CDD #1 for one of the same items, with a labor expense of \$1,850. She noted for  
401 two additional items, the Labor Expense is \$19,500 for CDD #2 which she feels is incredibly  
402 high, and that there is no detail behind the number. Mr. Adams stated he noticed the same  
403 thing and thought it was very high. Ms. Viegas stated she would like Mr. Cole to have Aqua-  
404 Matic review the Labor Expense numbers.

405 Ms. Viegas asked if this expense is budgeted. Mrs. Adams stated, while the expense has  
406 been discussed, it was not budgeted because the costs were unknown.

407 Mr. Cole stated that \$40,500 was budgeted last year for repairs and maintenance for  
408 CDD #2, as some repairs were anticipated. Asked if Aqua-Matic knows how much is budgeted,  
409 Mr. Cole did not believe so. It was noted that the CDD budget is a matter of public record.

410 Mr. Cole stated he will request backup for the proposal. He added that one proposal  
411 cannot be compared to the other because some of these valves are much deeper and there are  
412 other very site-specific factors. He stated, in the next month or two, he will present budget  
413 numbers for the Fiscal Year 2025 budget. The proposals presented here are for emergency  
414 repairs, but a few hundred thousand dollars of valve repair and replacement work will be

415 needed in the next couple of years, primarily in CDD #1 but also in CDD #2, because some of the  
416 valves are approaching or are over 20 years old.

417 Mr. Adams stated that, similar to the strategic pumphouse equipment replacement,  
418 budgeting will be done over multiple years for these as well.

419

420 **NINTH ORDER OF BUSINESS**

**Discussion: Interlocal Agreements with  
CDD #1 [Irrigation Distribution Lines]**

421

422

423 • **Consideration of Second Amendment to Interlocal Agreement**

424 This item was presented following the Tenth Order of Business.

425

426 **TENTH ORDER OF BUSINESS**

**Consideration of Collier Paving & Concrete,  
Divisions of Southern Striping Solutions,  
LLC Proposals**

427

428

429

430 Mr. Cole stated, as requested at the last meeting, he obtained further clarification and  
431 updated proposals, with amounts that he fully checked and all unit price numbers, for a variety  
432 of asphalt paving and concrete repairs. He added that the language Ms. Viegas requested be  
433 removed from the proposals had not been removed yet.

434 **A. Estimate #23-713 Milling and Resurfacing [Chiasso Court]**

435 Mr. Miller noted that Mr. Tomazin inspected Chiasso Court and asked him if he has any  
436 comment regarding the necessity of the proposed work. Mr. Tomazin voiced his opinion that  
437 the vast majority of the issue is in the cul-de-sac and stated he questions whether the entire  
438 street needs to be done, or just the cul-de-sac and the area where an issue was reported.

439 Mr. Cole stated, based on his recollection after inspecting the area several months ago,  
440 he thinks most of the street needs to be done due to delamination of the pavement along most  
441 of the street. The cul-de-sac is the worst part but, if part of the pavement is done and part is  
442 not, the question becomes where to stop. In his opinion, if it is not done now there will be  
443 complaints; he does not remember the exact location of the resident that complained last year,  
444 but there are problems on most of the street.

445 Mr. Miller asked if a standard one-year warranty is offered. Mr. Cole replied  
446 affirmatively. It will be included in the contract; Mrs. Adams has the typical contract language.

447 Mr. Miller thinks there was an issue with a water valve box. Ms. Viegas stated that is  
448 included in Proposal C. She asked to continue discussing Proposal A.

449 Ms. Viegas asked why the last proposal for this area was only \$35,902.40 for 1,400  
450 square yards and this proposal increased by \$13,065 for 2,050 square yards, bringing it to the  
451 current bid of \$48,967.40. Mr. Cole stated the quantity of square yards was incorrect on the  
452 previous proposal. Ms. Viegas expressed surprise that the proposal increased by that much and  
453 recalled that these proposals went out to bid, and several proposals were received. Mr. Cole  
454 recalled that the other proposals came in at approximately 2,000 square yards.

455 Ms. Viegas asked if Collier Paving is still the lowest bidder, even with an increase of  
456 approximately \$13,000. Mr. Cole replied affirmatively.

457 Ms. Viegas stated the bid was accepted based on what was presented and the fact that  
458 they had an incorrect number that equates to such a large increase does not sit well with her;  
459 she thinks the Board should keep that in mind.

460 Mr. Miller asked how many contractors were asked to submit proposals. Mr. Cole stated  
461 that three proposals were obtained. Mrs. Adams stated Staff was lucky to receive three  
462 proposals, as contractors are very busy.

463 Mr. Tomazin stated he raised the question last month when he noted multiple  
464 inconsistencies on the three proposals, in terms of the volume of work to be done. He stated it  
465 sounds like Mr. Cole reconciled those and concluded that the other bidders had the correct  
466 volume of work, but Collier Paving did not.

467 Ms. Viegas asked if that is what happened, or if Collier Paving suddenly resubmitted a  
468 new proposal with an increased amount. Mr. Cole stated that he went back to Collier Paving to  
469 confirm and correct the proposals that they reviewed last month.

470 **B. Estimate #24-172 Milling, Paving and Striping [Vadala Bend]**

471 Mr. Cole stated this is a new proposal based on requests at Vadala Bend for road repair.  
472 He has not seen this problem in the past; the proposal for roadway resurfacing totals  
473 \$32,206.23.

474 Regarding the Board's surprise at the proposed cost, Mr. Cole stated that, in all of  
475 Fiddler's Creek, he has not noted this problem with the paving delaminating. The roads are  
476 approximately 12 years old and milling and repaving is necessary.

477 Ms. Viegas asked why the depth of the asphalt is 1.00" on this proposal versus .75" in  
478 Chiasso's proposal, which makes the costs higher. Mr. Cole stated he will find out.

479 **C. Proposal for Sidewalk Repairs and Grinds [Sandpiper]**

480 Ms. Viegas noted that the water valve box was added back at no charge, after she had  
481 noted that it was missing in the last proposal. She asked Mr. Cole if he reviewed the second  
482 location in the back of Menaggio that was noted by Mr. Tomazin at the last meeting. Mr. Cole  
483 stated he reviewed the area, and it does not need to be done.

484 Mr. Tomazin stated when he originally raised this issue it was because he wanted to  
485 determine if it really needs to be repaired. He would like to quickly revisit if there are other  
486 options and determine if the CDD is obligated to address other safety issues if it repairs one  
487 safety issue. He asked about other options, whether the project can be deferred, and, if so,  
488 what is the consequence.

489 Mr. Cole stated they can look into doing spot repairs, but the issue is that it could look  
490 like patchwork, and it would be quite noticeable. He noted that the road is 20' or 24' wide, but  
491 delamination might only affect a small area a few feet wide; these spots will get worse with  
492 time. Asked why this is occurring, Mr. Cole stated it could be that it was colder when the  
493 asphalt was installed; the work was done ten to 12 years ago; he does not remember who did  
494 the asphalt work.

495 Mr. Tomazin thought he recalled Mr. Cole mentioning a maintenance schedule for all  
496 roads. He asked if these areas are approaching the end of life. Mr. Miller believes these roads  
497 are different than the normal life expectancy because of the way they were installed 12 years  
498 ago. Mr. Cole replied affirmatively, at least for these two cul-de-sacs. Normally, 20 years at a  
499 minimum is expected and, at this point, the roads are 12 years old. He will look at creating a  
500 schedule based on when the roads were constructed; he did this for CDD #1 because its roads  
501 are older.

502 Mr. Miller stated that would be helpful.

503 Mr. Klug stated there are patches in his cul-de-sac, in Corfu Court; he received no  
504 complaints, and he does not think the aesthetics of patches would be a problem. He asked for  
505 the cost difference if repairs are patchwork. Mr. Cole stated part of the problem is that a 3' x 3'  
506 pothole is very finite; the delamination of pavement is occurring across the width and length of

507 the pavement, and it is feathering down to ¼" of the road in some places and ¾" in other  
508 places, but it will continue to unravel.

509 Asked to describe the issue on Corfu Court, Mr. Klug stated Waste Management put a  
510 big patch on the area, and the residents have lived with it for years. He understands Mr. Cole's  
511 answer, from a technical standpoint, and expressed support for the solution Mr. Cole proposes  
512 as opposed to a cheaper alternative. He does not believe patches in the street to be something  
513 that would be alarming to residents, although some might complain.

514 Ms. Viegas asked about the "Mobilization/General Conditions" fee on each proposal.  
515 The fees total \$7,000. It was noted that "General Conditions" is a vague term.

516 Since Collier Paving was awarded all four proposals, Ms. Viegas asked Mr. Cole to ask  
517 the contractor to reduce the Mobilization/General Conditions amounts since they only need to  
518 mobilize once.

519 **D. Proposal for Valley Gutter and Sidewalk Repairs [Veneta - Museo Circle]**

520

521 **On MOTION by Ms. Viegas and seconded by Mr. Nuzzo, with all in favor, the**  
522 **proposals, subject to the price excluding concrete repairs and replacement**  
523 **language being removed, and that Collier Paving reconsider the**  
524 **Mobilization/General Conditions costs, were approved.**

525

526

527 **▪ Discussion: Interlocal Agreements with CDD #1 [Irrigation Distribution Lines]**

528 **This item, previously the Ninth Order of Business, was presented out of order.**

529 **• Consideration of Second Amendment to Interlocal Agreement**

530 Mr. Pires stated he had not yet made all of Ms. Viegas' edits that were submitted. He  
531 stated CDD #1 tabled this item to the next Board meeting due to the need to update the  
532 boundary maps and the Access and Construction Agreement. He noted that additional  
533 information will be provided to Mr. Cole so that the irrigation maps can be updated.

534 Mr. Miller wants to make it clear when dealing with amendments to the Interlocal  
535 Agreement that CDD #2 is not waiving any rights under the Interlocal Agreement on which  
536 CDD #2 is suing CDD #1. Mr. Pires stated he will indicate that all amendments relate solely to  
537 the Second Amendment to the Interlocal Agreement.

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**On MOTION by Mr. Klug and seconded by Ms. Viegas, with all in favor, tabling this item, was approved.**

**ELEVENTH ORDER OF BUSINESS**

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

Mrs. Adams stated discussion occurred earlier regarding this item which is Developer related. Going forward, this item will be included in the Developer’s Report/Update section.

**TWELFTH ORDER OF BUSINESS**

**Discussion/ Consideration of Landscape Contract Agreement**

Mrs. Adams stated this item is not for consideration, as the contract portion of the bid package was sent to the Board for comments and edits several weeks ago. The Landscape Contract is subject to a sealed bidding process. Mr. Pires spent hours making sure that everything was up to date when going out to bid. Ms. Viegas previously submitted her edits and comments.

The following changes were made to the Landscape Contract Agreement:

Article VI. INDEMNIFICATION: Delete “negligent”

Article VII. MISCELLANEOUS, third line of 8.4: Change “fees” to “fees, charges and expenses”

Mr. Tomazin stated his opinion that the Scope of Work section is vague and should have more detail. Mrs. Adams explained that this is one part of the bid package and there is a very detailed Scope of Work included in the package. Ms. Viegas added that Mrs. Adams sent her the entire package, and it is very comprehensive. This section refers to that detail, so it is covered.

Mr. Tomazin suggested adding “Supervisors” to Article VI. INDEMNIFICATION

Mr. Pires stated it will be added.

Mr. Adams asked Mrs. Adams to forward the entire bid package to Mr. Tomazin since he is not familiar with it or the previous bids.



573 **THIRTEENTH ORDER OF BUSINESS** **Update: Pesky Varmints, LLC Newsletter**  
574 **for Cane Toad Control**

575  
576 This item is no longer necessary.

577  
578 **FOURTEENTH ORDER OF BUSINESS** **Continued Discussion/Consideration of**  
579 **Agreement for Access and Construction**  
580 **[Basins I, OH, A1, B1, C, H2, H3]**  
581

582 This item was presented following the Second Order of Business.

583  
584 **FIFTEENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
585 **Statements as of February 29, 2024**  
586

587 Ms. Viegas asked for the status of the removal of the “Due from Fiddler’s Creek CDD #1”  
588 line item. Mrs. Adams stated it will be addressed by the end of the month.

589 Mr. Miller voiced his opinion that the “Due from Fiddler’s Creek CDD #1” line item  
590 should refer to the claim in litigation so that it does not look as though that is all that is due. Mr.  
591 Adams noted that such information is not displayed on the balance sheet.

592 Mr. Adams stated that more cash will be moved to the Synovus Bank Money Market  
593 Account. The rate is currently 4.75%; approximately \$6,500 in earnings is reflected in the  
594 current month. Another \$1.5 million will be moved into the account.

595 Ms. Viegas asked about the audit. Mr. Adams stated it is underway; he expects it to be  
596 presented in April or May.

597 Mr. Tomazin asked if the roadway resurfacing work discussed earlier will fall under  
598 “Roadway capital outlay” and what the \$40,000 budgeted in that line item covers. Mrs. Adams  
599 stated the \$40,000 is for the traffic signal but there is \$100,000 budgeted for the Roadway  
600 Maintenance line item so the overall category will be able to absorb some of it even though it is  
601 a capital item.

602 The financials were accepted.

603  
604 **SIXTEENTH ORDER OF BUSINESS** **Approval of February 28, 2024 Regular**  
605 **Meeting Minutes**  
606

607 Mrs. Adams presented the February 28, 2024 Regular Meeting Minutes.

608 The following changes were made:

609 Lines 427 and 428: Change “Schmidt” to “Schmitt”

610 Line 412: Insert “inconsistent with the terms of the contract” after “payments”

611 Regarding Line 507, Mr. Miller asked if Mr. Pires followed up with Menaggio. Mr. Pires  
612 replied affirmatively; he sent an email.

613 Regarding Line 514, Mr. Miller asked if Mr. Pires sent the letters related to community  
614 pools. Mr. Pires stated he handed out a draft of the letter at the beginning of the meeting for  
615 Board input before he sent the letters. He read portions of the letter and stated that Mr. Haak  
616 still needs to send him the names of the contacts at each of the Property Management  
617 companies. It was noted that two villages do not have property management companies so Mr.  
618 Pires will send those letters to the HOA.

619

620 **On MOTION by Mr. Klug and seconded by Mr. Nuzzo, with all in favor, the**  
621 **February 28, 2024 Regular Meeting Minutes, as amended, were approved.**

622

623

624

625

**SEVENTEENTH ORDER OF BUSINESS**

**Action/ Agenda or Completed Items**

626

This item was presented following the Eighteenth Order of Business.

627

**EIGHTEENTH ORDER OF BUSINESS**

**Staff Reports**

628

629

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

631 Mr. Pires stated the demand letter to SOLitude was sent. SOLitude has until April 15,  
632 2024 to respond. Mr. Miller asked if it can be addressed in small claims court. Mr. Pires stated  
633 small claims go up to \$8,000. The CDD is demanding \$9,300 from SOLitude. The Board can  
634 review it after a response from SOLitude is received.

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

- 636 • **NEXT MEETING DATE: April 24, 2024 at 10:00 AM**

- 637 ○ **QUORUM CHECK**

638 All Supervisors confirmed their attendance at the April 24, 2024 meeting.

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

639

640 The Operations Report was included for informational purposes.

641 Mrs. Adams reported and discussed the following:

642 ➤ The pre-bid meeting for the Landscaping contract was moved from April 1, 2024 to April  
643 5, 2024.

644 Ms. Viegas stated the irrigation item can be deleted as the CDD is back to a regular  
645 schedule.

646 Ms. Viegas stated the note under Auditor can be deleted since the item was added.

647 Ms. Viegas asked if the pillar at Oyster Harbor needs to be repaired or is it the light. She  
648 asked if anyone other than Lykins-Signtek would do the work. Mrs. Adams stated that Bentley  
649 will not work on pillars, so Lykins is doing the work.

650 ▪ **Action/ Agenda or Completed Items**

651 **This item, previously the Seventeenth Order of Business, was presented out of order.**

652 The following items were completed: 6, 7, 9, 10, 13, 16, 17, and 18.

653 Item 2: Delete

654 Item 3: A proposal for lake repair will be presented at the next meeting.

655 Item 8: Delete

656 Item 9: Following a brief discussion, Mr. Adams noted that, if the traffic signal was  
657 included in the Engineer’s Report, it was appropriate for bond funds to be so utilized.

658

659 **NINETEENTH ORDER OF BUSINESS**

**Adjournment**

660

**On MOTION by Mr. Miller and seconded by Ms. Viegas, with all in favor, the meeting adjourned at 12:10 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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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               | <b>ACTION</b>          | Staff: RE: Assessment increase: Mailed Notice & public notices should be an agenda item for Board review & editing prior to mailing.   | X       |                                    |           |                             |
| 2  | 03.22.23               | <b>ACTION</b>          | Mr. Cole: Inspect location in Museo that might need a geotube repair for lake bank erosion. <b>10.25.23</b> : Mr. Cole: Inspect area again.  | X       | X                                  |           |                             |
| 3  | 05.31.23               | <b>ACTION</b>          | Auditor: Provide DRAFT AUDIT for early review in 2024  | X       |                                    |           |                             |
| 4  | 06.28.23               | <b>ACTION</b>          | 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       |                                    |           |                             |
| 5  | 01.24.24               | <b>ACTION</b>          | Mr. Pires: Draft Agreement of Understanding re: Developer & Engineer requirements related to CDDs, as specified in the permit modifications.   | X       |                                    |           |                             |
| 6  | 01.24.24               | <b>ACTION</b>          | All Staff: Provide all Agreements and Contracts to Board one week in advance of meeting date.  | X       |                                    |           |                             |
| 7  | 02.28.24               | <b>ACTION</b>          | Mr. Pires: Send letter to homeowners re: CDD will not accept the plantings and the homeowner must maintain the Clusia they installed.  | X       |                                    |           |                             |
| 8  | 02.28.24               | <b>ACTION</b>          | Mr. Cole: Present Landshore Restoration Proposal for lake repair at next month's meeting.  | X       |                                    |           |                             |
| 9  | 02.28.24               | <b>ACTION</b>          | Mrs. Adams: Discuss potential Auditor RFP following acceptance of the FY 2023 Audit and while working on the FY2025 budget.  | X       |                                    |           |                             |
| 10 | 02.28.24               | <b>ACTION</b>          | Mrs. Adams: Include Streetlight Posts and Signpost Painting Projects in the FY2025 budget. Project to be considered in fall 2024.  | X       |                                    |           |                             |
| 11 | 02.28.24               | <b>ACTION</b>          | 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. <b>03.27.24</b> Per LV, not completed as of 03.27.24.                 | X       |                                    |           |                             |
| 12 | 03.27.24               | <b>ACTION</b>          | Mr. Cole: ask Collier Paving if they will offer a discount on each "Mobilization/General Conditions" costs, since they were awarded multiple proposals.  | X       |                                    |           |                             |
| 13 | 03.27.24               | <b>ACTION</b>          | Mr. Cole: Provide budget numbers for emergency gate valve repairs.   | X       |                                    |           |                             |
| 14 |                        |                        |  |         |                                    |           |                             |
| 15 |                        |                        |  |         |                                    |           |                             |

## 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               | <b>ACTION</b>          | Mr. Nott: Inspect the areas replanted by SOLitude and report status.   |         |                                    | X         | 02.28.24                    |
| 2  | 01.25.23               | <b>BOTH</b>            | Mr. Cole: Reconvene irrigation team to discuss irrigation system installation update.  |         |                                    | DELETE    | 03.27.24                    |
| 3  | 08.23.23               | <b>ACTION</b>          | Mr. Pires: Submit a formal demand to SOLitude for cleanup costs.   |         |                                    | X         | 03.27.24                    |
| 4  | 10.25.23               | <b>ACTION</b>          | Mr. Pires: Work with Chair to authorize further extension of license agreements to 01.31.24. <b>01.24.24:</b> Mr. Pires suggested extension of license agreements be extended to March.        |         |                                    | X         | 03.27.24                    |
| 5  | 10.25.23               | <b>ACTION</b>          | Mr. Cole: Check Grady Minor's plans regarding sign specifications.   |         |                                    | X         | 03.27.24                    |
| 6  | 10.25.23               | <b>ACTION</b>          | Mr. Cole: Research if use of bond funds for traffic signal on US41 set a precedent.  |         |                                    | X         | 03.27.24                    |
| 7  | 12.13.24               | <b>ACTION</b>          | Mr. Pires: Send follow up letter to SOLitude demanding reimbursement in return in the amount of \$9,302.58. <b>01.24.24:</b> Mr. Pires: Email original letter & follow up letters to Board.    |         |                                    | X         | 03.27.24                    |
| 8  | 02.28.24               | <b>ACTION</b>          | Mr. Pires: Prep 3 <sup>rd</sup> Amendment to Amador Temporary License Agrmt.   |         |                                    | X         | 03.27.24                    |
| 9  | 02.28.24               | <b>ACTION</b>          | 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         | 03.27.24                    |
| 10 | 02.28.24               | <b>ACTION</b>          | Mr. Cole: Inspect Venetta cul-de-sacs & make recommendations.  |         |                                    | X         | 03.27.24                    |
| 11 | 02.28.24               | <b>ACTION</b>          | 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         | 03.27.24                    |
| 12 | 02.28.24               | <b>ACTION</b>          | Mr. Haak: Send list of property management companies & contact info to Mr. Pires for each condo village in CDD #2.   |         |                                    | X         | 03.27.24                    |
| 13 |                        |                        |  |         |                                    |           |                             |
| 14 |                        |                        |  |         |                                    |           |                             |
| 15 |                        |                        |  |         |                                    |           |                             |

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

**STAFF  
REPORTS**



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

**\*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.*