

# **FIDDLER'S CREEK**

**COMMUNITY DEVELOPMENT**

**DISTRICT #2**

**April 26, 2023**

**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 19, 2023

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

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

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #2 will hold a Regular Meeting on April 26, 2023 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: Claim Against Fiddler's Creek CDD #1 Regarding Anticipatory Breach of Interlocal Agreement [Traffic Signal Cost Sharing]
4. Health, Safety and Environment Report
  - A. Irrigation and Pressure Washing Efforts
  - B. Security and Safety Update
5. Developer's Report/Update
6. Engineer's Report: *Hole Montes, Inc.*
  - Revised Pricing for Sandpiper Drive Traffic Signal Project
7. Consideration of Collier Paving Proposals to Restripe Stop Bars and Crosswalks
8. Consideration of GulfScapes Proposals to Install Landscape Buffers
9. Discussion/Consideration of Bentley Electric Co of Naples FL, Inc., Proposal 23-198 to Replace Existing LED Streetlights [Serena HOA]
10. Discussion/Consideration of Littoral Planting Adjacent to Menaggio [Lake 90 Shoreline]
11. Acceptance of Unaudited Financial Statements as of March 31, 2023
12. Approval of March 22, 2023 Regular Meeting Minutes

13. Action/Agenda or Completed Items

14. Staff Reports

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

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

- NEXT MEETING DATE: May 31, 2023 at 10:00 AM [Presentation of Fiscal Year 2024 Proposed Budget]

○ QUORUM CHECK

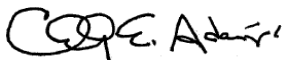
SEAT 1	VICTORIA DINARDO	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	ELLIOT MILLER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	LINDA VIEGAS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>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

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

15. 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**

**4A**

# CDD 2

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FEBRUARY 2023

PRESENTED BY: RYAN HENNESSEY

# CDD 2 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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- Trimmed Lake Hardwoods
- Trimmed Buffer Wall Hardwoods
- Revisited areas that were missed during initial trimming





# IRRIGATION PROJECTED USAGE

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- 20 Programmed Village Satellites
  - Monday, Wednesday & Saturday
  - 9:00 pm – 8:00 am
  - 13 Possible Run Cycles No Rain Holds
- 9 Programmed Common Satellites
  - Tuesday, Thursday & Sunday
  - 13 Possible Run Cycles / No Rain Holds.
- February Water Estimated Calculation Usage
  - Villages: 13,148,928 Gallons
  - Common: 7,172,659 Gallons
- Total Water Usage in March 2023 was 60,448,769 Gallons versus 64,771,137 gallons in March 2022



# PRESSURE WASHING

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- Past 30 Days:
- Complete work on Championship Dr. and Isla Del Sol and Marsh Cove
- Projected Next 30 Days:
  - Veneta



# Current Month's Projected Plan

# 2023 Mapping

- Completed
- Current Month Progress
- Scheduled Routes
- Other Pressure Cleanings



November/December



Questions?



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

**4B**

# Safety Department Update

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Department of Safety, Health & Environment

DIRECTOR OF COMMUNITY SERVICES –  
Ryan Hennessey

SAFETY MANAGER – Richard Renaud



Fiddler's Creek®

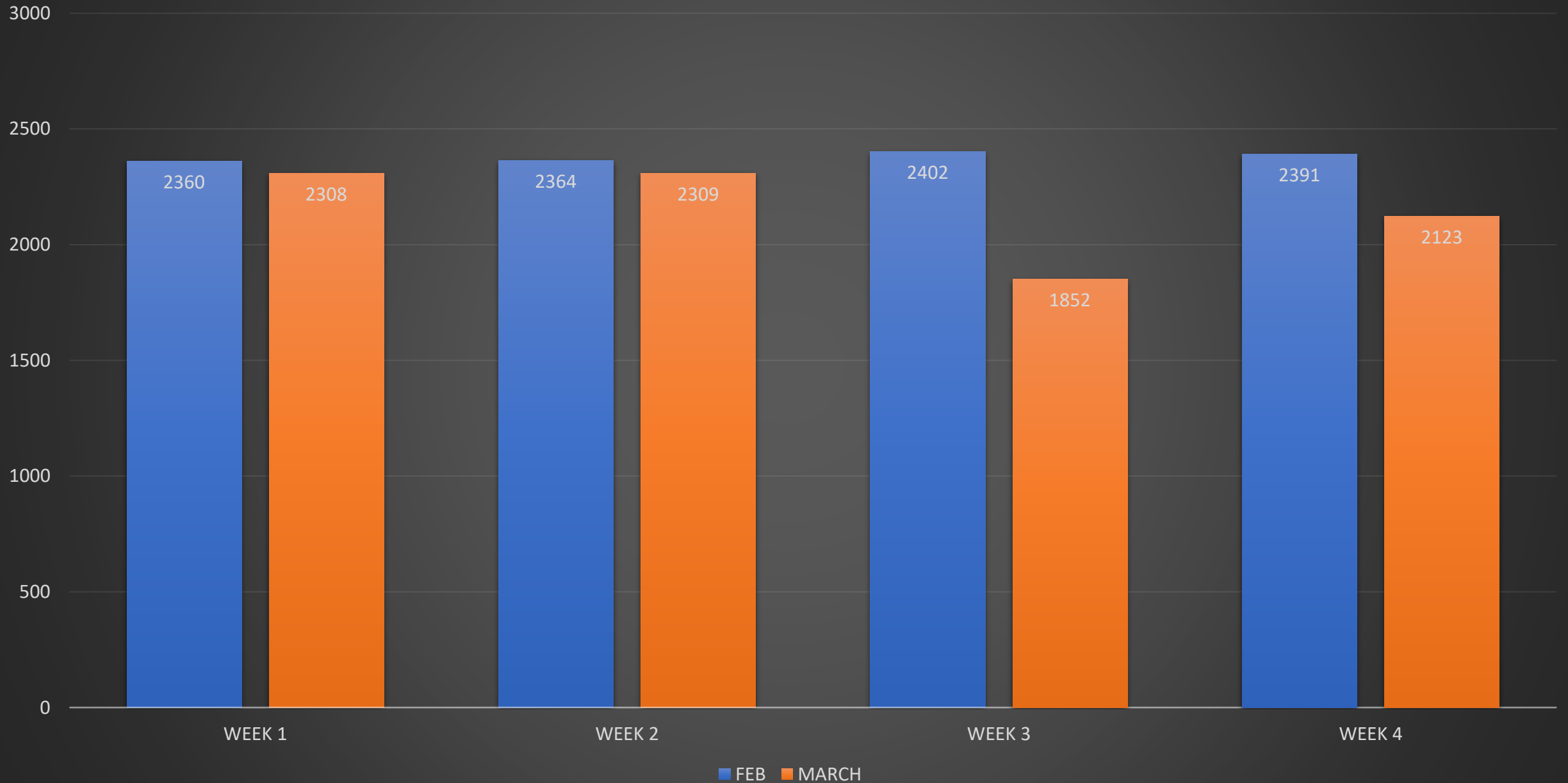
# Gate Access Control

- 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: Feb 2023-March 2023



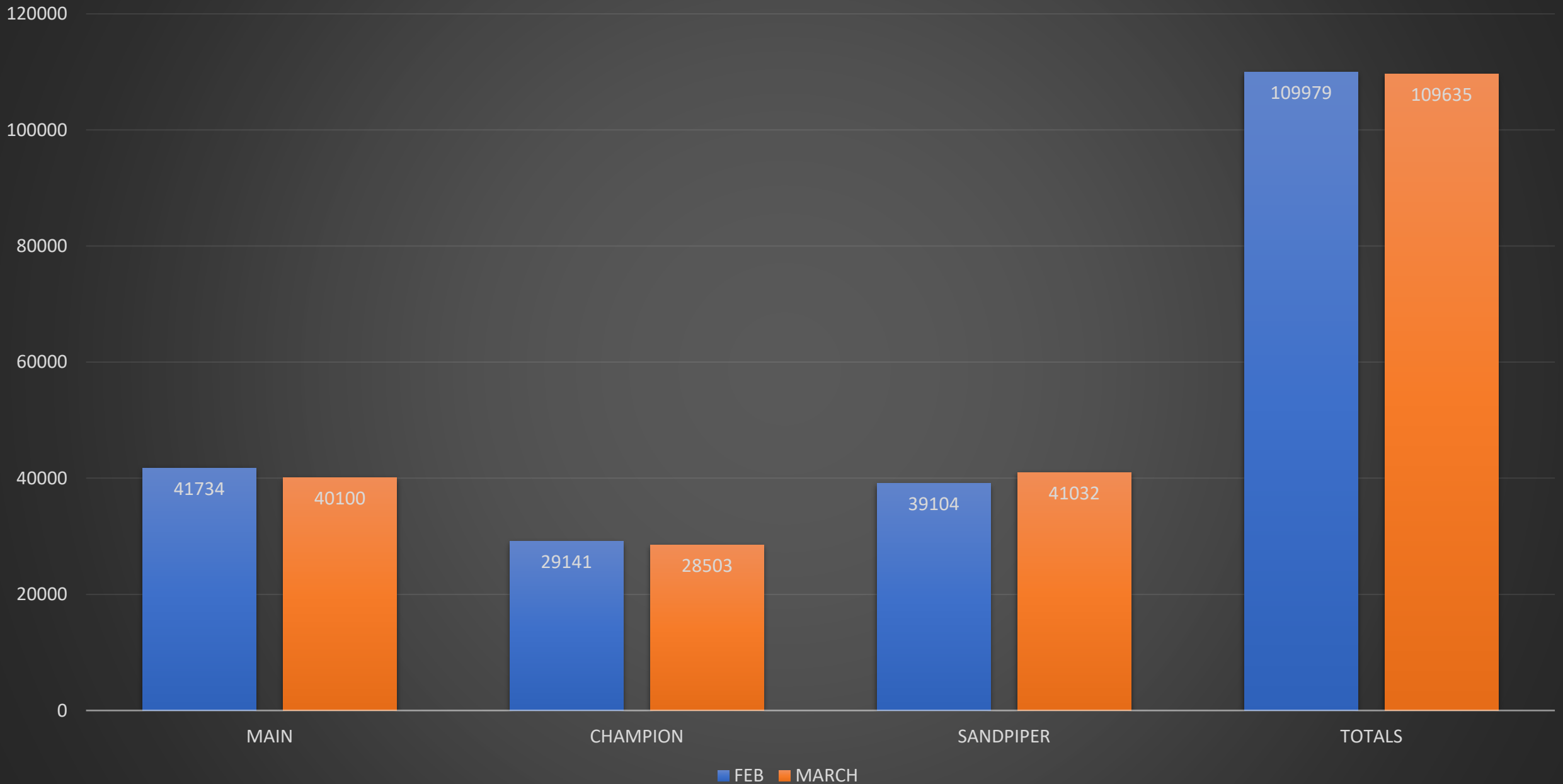


# GATEHOUSES and PATROLS

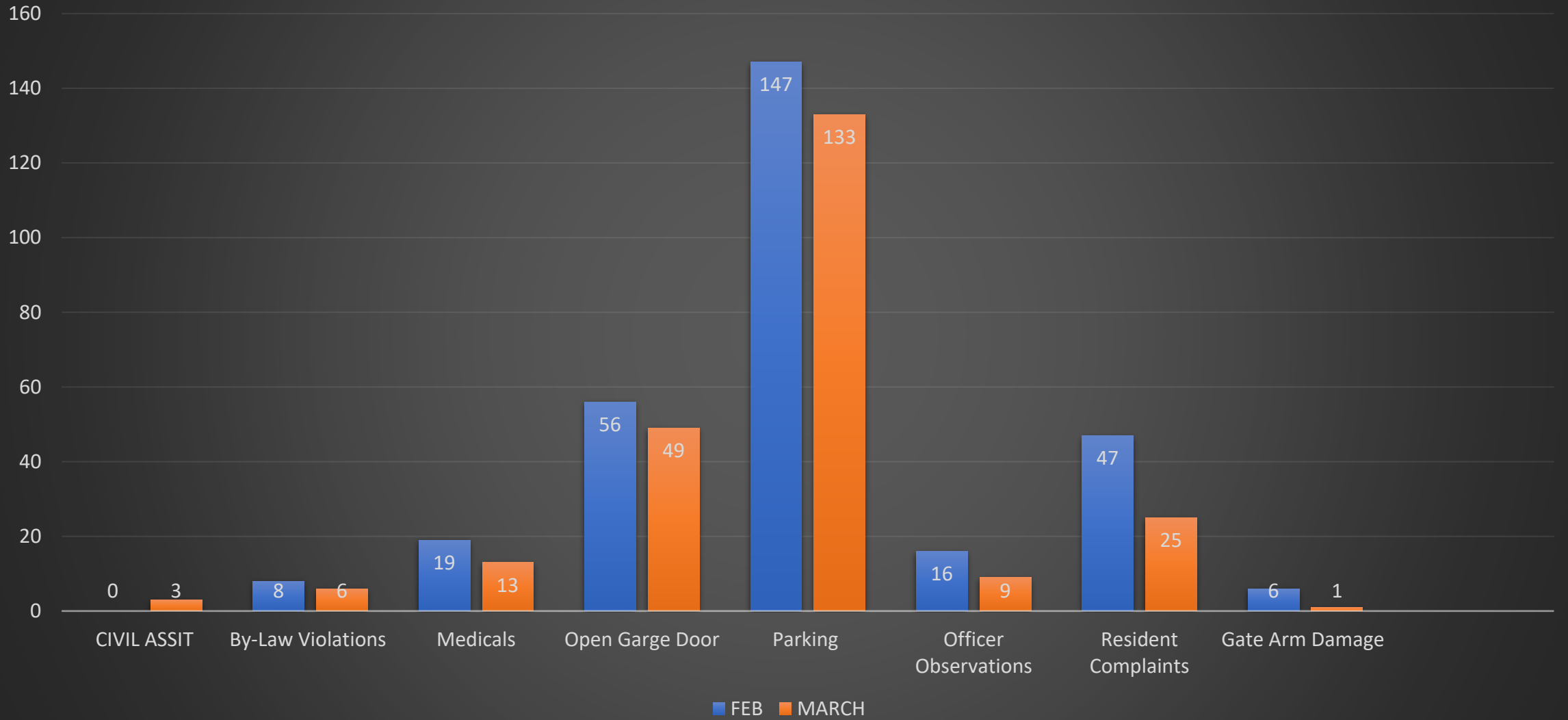
- Sandpiper, Championship, Main
- 24x7
- 2 Patrols per shift.
- 24x7



# GATE HOUSE ACTIVITY: FEB 2023-MARCH 2023



# Incident Reports: Feb 2023-March 2023

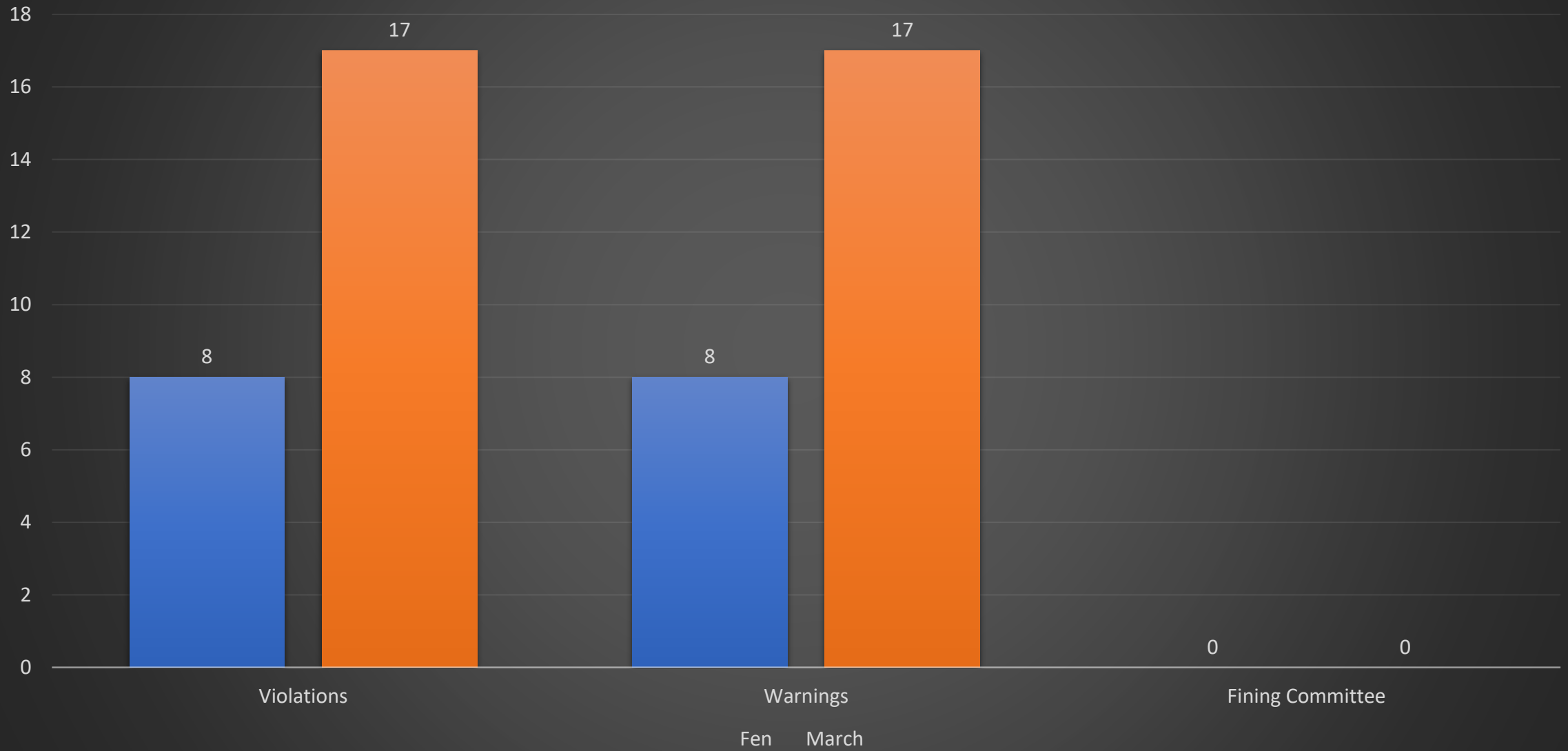


# SPEED DETECTION and ENFORCEMENT

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



# Traffic Hawk Speeding Violations: Feb 2023-March 2023



## CCSO Reports from September 2022 through February 2023

- Welfare Checks-11
- Speed Details-17
- Extra Patrols-267
- Animal Complaints-3
- Public Assists-1
- Medical Emergency-35
- 911 Hang-up(100 unverified calls)
- Traffic Stops-42



QUESTIONS?

•Thank you



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

**9**



Bentley Electric Co of Naples FL Inc.  
P.O. BOX 10572  
NAPLES, FL 34101  
239-643-5339  
bentley1@bentleyelectric.com

## Proposal 23-198

**ADDRESS**

FIDDLERS CREEK CDD2  
9220 BONITA BEACH RD  
SUITE 214  
BONITA BEACH, FL 34135

DATE 04/12/2023	TOTAL \$760.00	
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**PROJECT LOCATION**

Serena

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	We propose to furnish labor and material to replace (8) existing LED streetlight lamps to 35W.			
	TOTAL AMOUNT	8	95.00	760.00

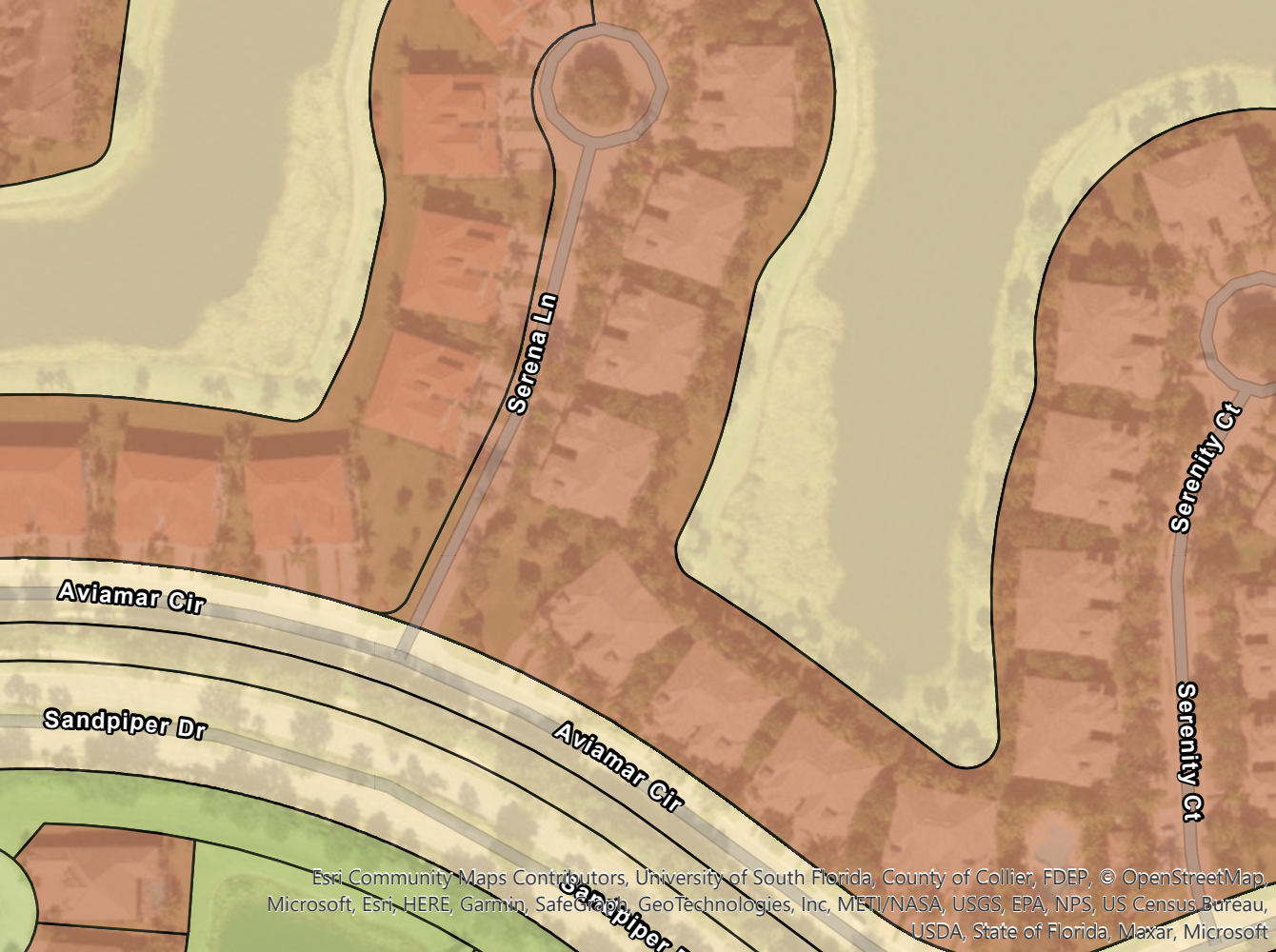
Thank you for the opportunity to submit this proposal. Should you have any questions, feel free to reach me at 239-643-5339.

Thanks,  
Steve Bentley

TOTAL	\$760.00
	THANK YOU.

Accepted By

Accepted Date



Serena Ln

Serenity Ct

Aviamar Cir

Sandpiper Dr

Aviamar Cir

Serenity Ct

Sandpiper Dr

Esri Community Maps Contributors, University of South Florida, County of Collier, FDEP, © OpenStreetMap  
Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau,  
USDA, State of Florida, Maxar, Microsoft

## ROADWAY FACILITIES LEASE AGREEMENT

**THIS ROADWAY FACILITIES LEASE AGREEMENT ["Lease"]** made and entered into as of the 1<sup>st</sup> day of March 2016, by and between **SERENA AT FIDDLER'S CREEK CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation, and/or its successors and assigns (hereinafter referred to as "Lessor"); and the **FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT 2**, a community development district established pursuant to Chapter 190, Florida Statutes, and/or its successors and assigns (hereinafter referred to as "Lessee" or "District").

### WITNESSETH

**WHEREAS**, Lessor is the condominium association that operates and maintains the common elements of Serena at Fiddler's Creek, a Condominium (including the property described and depicted on the attached Exhibit "A"), which lands are improved as a roadway with associated appurtenances and improvements including landscaping (and associated irrigation facilities), said roadway with associated appurtenances and improvements including landscaping (and associated irrigation facilities) being hereinafter referred to as the "Roadway Facilities"; and,

**WHEREAS**, the Lessee is a local unit of special purpose government organized, established and existing in accordance with the Uniform Community Development District Act, Chapter 190, Florida Statutes, as amended (the "Act"); and,

**WHEREAS**, the Lessee was established for the purpose of delivering certain community development services and facilities within its jurisdiction, such services and facilities to include, among other things, District roads equal to or exceeding the applicable specifications of the county in which such District roads are located; and,

**WHEREAS**, the Lessee has the ability and authority to lease as lessee from any person, firm or corporation, association, or body, public or private, any projects of the type that the Lessee is authorized to undertake and facilities or property of any nature for the use of the Lessee, to carry out any of the purposes authorized by Ch. 190, F.S.; and,

**WHEREAS**, the District Engineer for the Lessee has certified and advised that the constructed road components of the Roadway Facilities are equal to or exceed the applicable specifications of Collier County, Florida; and,

**WHEREAS**, Lessor has the right, power and authority to enter into this Lease Agreement and has taken all steps necessary to approve entering into this Lease Agreement; and,

**WHEREAS**, the Lessee believes that it is necessary and desirable and in the best interests of the Lessee and the property owners within the District to lease from Lessor the Roadway Facilities located on the real property described in Exhibit "A"; and,

**WHEREAS**, the Lessee desires to lease from Lessor and Lessor desires to lease to the Lessee on the terms and conditions set forth herein, the Roadway Facilities, in order to operate, maintain, replace and if desired, reconstruct, the Roadway Facilities.

**NOW THEREFORE**, for and in consideration of the premises, the terms and conditions of this Lease and the rental amounts to be paid herein from Lessee to Lessor, the parties hereto agree as follows:

1. LEASE TERM.

The Initial Term of this Lease shall begin on the 1st day of March, 2016, and, unless earlier terminated pursuant to the provisions of Paragraphs 6 or 12 herein, shall terminate twenty (20) years thereafter on February 29, 2036 [the "Initial Term"].

Prior to the expiration of the Initial Term, provided that Lessee is in full compliance with all of the terms of this Lease, Lessee shall have an option to renew this Lease for an additional twenty (20) year term beginning March 1, 2036 [the "Initial Extension Term"] which option, if it is to be exercised by Lessee, shall be exercised by Lessee providing written notice to Lessor, not later than six (6) months prior to the expiration of the Initial Term, of Lessee's renewal of the Lease for the Initial Extension Term. Thereafter, not later than six (6) months prior to the expiration of the Initial Extension Term [i.e. prior to February 29, 2056], provided that Lessee is in full compliance with all of the terms of this Lease, Lessee shall have an option to renew this Lease for successive individual twenty (20) year terms [the "Subsequent Extension Terms"] which option(s), if exercised by Lessee, shall be exercised by Lessee providing written notice to Lessor not later than six (6) months days prior to the expiration of each Subsequent Extension Term. The "Initial Extension Term" and the "Subsequent Extension Terms" are at times herein collectively referred to as the "Extension Term(s)".

2. DESCRIPTION OF LEASED PROPERTY.

Lessor hereby leases to the Lessee the Roadway Facilities. Said Roadway Facilities are further described and depicted on the survey and sketches attached hereto and made a part hereof as Exhibit "A". The Roadway Facilities also includes any alterations, modifications and additions thereto made during the term of this Lease.

3. RENT.

The rent for the above described real property and the Roadway Facilities shall be the rate below payable as follows:

The rental rate shall be fixed at \$220.00, for the original Twenty (20) year Initial Term and \$220.00 for any Extension Term. Lessor hereby acknowledges receipt of the rent payment for the Initial Term. Rent for each Extension Term(s) shall be payable to Lessor without notice or demand and without abatement, deduction or set off, unless expressly stated otherwise in the provisions of this Lease, on or before the beginning of such Extension Term(s) to Lessor or its authorized agent at such place as the Lessor may from time to time direct in writing.

4. CONDITION OF LEASED PREMISES.

A. Lessor represents to Lessee that since the date of turnover of control of Lessor from the developer to the unit owners of Lessor, Lessor has not taken any actions or engaged in any activities in, on or upon the Roadway Facilities to materially adversely affect the condition of the Roadway Facilities. At the commencement of the Lease term, Lessee shall

accept the Roadway Facilities "as is" in their existing condition(s).

B. The Lessor has not made any representations with respect to the Roadway Facilities, or the land upon which they are located except as expressly set forth herein, and no rights, easements or licenses are acquired by the Lessee by implication or otherwise except as expressly set forth in the provisions of this Lease.

5. MAINTENANCE, REPAIR, REPLACEMENT, RECONSTRUCTION, ALTERATIONS

Except as to that landscaping located: 1. between the edge of curb and the outer boundary of the right of way of Serena Lane and Serenity Court; and, 2. the "circle" portions of Serena Lane and Serenity Court as depicted on Exhibit "B", all maintenance, repairs, replacement, construction, reconstruction, modifications of and alterations to the Roadway Facilities during the Lease term, shall be and are the responsibility of the Lessee. With the exception of such landscaping, the Lessee shall keep and maintain the Roadway Facilities in good condition and repair.

The parties hereto acknowledge and agree that at the time of the execution of this Lease, no sidewalk exists on the West side of Serena Lane. Lessee has no obligation to construct or install the sidewalk on the West side of Serena Lane. If and when any sidewalk is constructed or installed on the West side of Serena Lane, said improvement shall be subject to the terms and conditions of this Lease.

Anything to the contrary contained herein notwithstanding, Lessor hereby reserves and Lessee hereby grants unto Lessor and Lessor's agents and contractors full right of access upon any landscaped portions of the Roadway Facilities described in the first sentence of this Paragraph 5 for purposes of performing all necessary landscaping maintenance, repair and replacement, all such work to be performed at Lessor's sole cost and expense. All changes to the configuration(s) of the Roadway Facilities as they exist as of the date of this Lease require the prior written review and approval of the Lessor.

6. TERMINATION BECAUSE OF DEFAULT.

A. If, at any time during the term of this Lease, Lessee fails to comply with any of the terms and conditions of this Lease, and such default continues without reasonable justification for thirty (30) days after written notice has been sent to Lessee to cure such default [i.e. the "First Written Notice To Lessee"], Lessor shall further notify Lessee in writing, providing in detail the nature of the alleged breach [i.e. the "Second Written Notice To Lessee"]. Lessee shall have a period of thirty (30) days after the Second Written Notice to Lessee to address the alleged breach and effect any cure thereof. Provided however, that if the time frame to cure the default cannot be achieved within thirty (30) days of the Second Written Notice To Lessee solely as a result of circumstances beyond the control of the Lessee, and such circumstances are communicated to Lessor in writing within fifteen (15) days of Lessee's receipt of the Second Written Notice To Lessee, then the time to cure shall be extended to sixty (60) days from the date of receipt of the Second Written Notice To Lessee.

If Lessee fails to cure the alleged breach after the period provided in the Second Written Notice To Lessee, or any extension thereof as outlined above, Lessor shall have the right to terminate the Lease and to pursue all available legal remedies.

B. If, at any time during the term of this Lease, Lessor fails to comply with

any of the terms and conditions of this Lease, and such default continues without reasonable justification for thirty (30) days after written notice has been sent to Lessor to cure such default [i.e. the "First Written Notice To Lessor"], Lessee shall further notify Lessor in writing, providing in detail the nature of the alleged breach [i.e. the "Second Written Notice To Lessee"]. Lessee shall have a period of thirty (30) days after the Second Written Notice To Lessor to address the alleged breach and effect any cure thereof. Provided however, that if the time frame to cure the default cannot be achieved within thirty (30) days of the Second Written Notice To Lessor solely as a result of circumstances beyond the control of the Lessor, and such circumstances are communicated to Lessee in writing within fifteen (15) days of Lessor's receipt of the Second Written Notice To Lessor, then the time to cure shall be extended to sixty (60) days from the date of receipt of the Second Written Notice To Lessor.

If Lessor fails to cure the alleged breach after the period provided in the Second Written Notice To Lessor, or any extension thereof as outlined above, Lessee shall have the right to terminate the Lease and pursue all available legal remedies.

## 7. NOTICES.

Notices as provided for or required in this Lease shall be in writing, delivered to the respective party by hand delivery or by Certified Mail, Return Receipt Requested at the following addresses [unless a different address is subsequently provided in writing], and shall run from the date delivered, or the date delivery is attempted, should delivery be refused.

### ADDRESSES FOR NOTICES:

LESSOR: President, Serena at Fiddler's Creek Condominium Association, Inc.  
C/O Cardinal Management Group of Florida, Inc.  
4670 Cardinal Way, Suite 302  
Naples, Florida 34112

LESSEE: Wrathell, Hunt and Associates, LLC  
9220 Bonita Beach Road, Suite 214  
Bonita Springs, Florida 34135

## 8. USE, QUIET ENJOYMENT, LOCAL LAWS, INDEMNIFICATION, INSURANCE

A. Lessee covenants that it will use the Roadway Facilities in compliance with all laws and ordinances and governmental regulations applicable thereto. Lessor covenants that Lessee on complying with the terms of this Lease and on paying the rent required hereby, shall peaceably and quietly have, hold, and enjoy the Improvements for the full term of this Lease.

B. To the extent permitted by law and without waiver of the right of Lessee to claim immunity under Florida law, including, but not limited to Section 768.28, Florida Statutes, and without extending or altering the Lessee's liability beyond the limits established in Section 768.28, Florida Statutes, Lessee hereby indemnifies and holds Lessor harmless from any loss, damages or awards (including reasonable attorneys' fees and costs) arising out of personal injury or death or property damage resulting from Lessee's operation of the Roadway Facilities, unless Lessor is obligated to indemnify Lessee as provided in (C) below). This provision is not

intended to waive any right or claim of sovereign immunity held by the Lessee pursuant to Florida law, including, but not limited to Section 768.28, Florida Statutes.

To the extent permitted by law and without waiver of the Lessee's claim to immunity under §768.28, Florida Statutes, the Lessee agrees to maintain liability insurance covering the Roadway Facilities, naming the Lessor as an additional insured, with the insurance coverage to be in the amount of \$500,000 each occurrence and \$1,000,000.00 in the aggregate, for damages arising out of personal injury, bodily injury or death and property damage.

C. Lessor hereby indemnifies and holds Lessee harmless from any loss, damages or awards arising out of personal injury or death or property damage resulting solely from Lessor's or Lessor's agents activities in, on, under or upon the Roadway Facilities.

D. Lessor shall retain the ability to enforce the provisions of its Declaration of Condominium, Articles of Incorporation, Bylaws and rules and regulations, as they exist as of the date of this Lease, as they may be applicable to the Roadway Facilities.

9. UTILITIES, LICENSES, PERMITS.

All permits, development orders, licenses, certifications, certificates and approvals necessary for performance of this Lease by the Lessee shall be obtained by the Lessee at the Lessee's sole cost and expense. Lessee shall provide Lessor with a copy of any issued development order, license, certification, certificate and approval.

Lessee shall be responsible for the costs, fees, and charges of all utilities necessary to engage in Lessee's maintenance and operation of the Roadway Facilities, including but not limited to water and electricity.

10. TIME IS OF THE ESSENCE.

Time is of the essence in the matter of possession of the premises, and the failure of either party to permit possession thereof shall entitle the offended party to any damages provided by law.

11. ATTORNEYS' FEES.

In the event either party must engage the services of an attorney to enforce any of the terms of this Lease, it is expressly contracted, covenanted and agreed by and between Lessor and Lessee that the non-prevailing party shall bear the cost of any such services and expenses incurred by the prevailing party, as well as the court costs which might be incident to a suit brought for the enforcement of any or all of the terms of this Lease Agreement.

12. TERMINATION OF LEASE.

A. The Lessee shall, at the expiration of the Lease term, surrender to the Lessor the Roadway Facilities, together with all alterations, additions, and improvements which may have been made.

B. No act or thing done by the Lessor or its agents during the term of this Lease shall be deemed an acceptance of the surrender of the leased property and no agreement to accept such surrender shall be valid unless in writing signed by the Lessor or its agent. No employee or agent of the Lessor shall have any power to accept the delivery of the leased property prior to the termination of this Lease and the delivery of the leased property to any employee or agent of the Lessor shall not operate as a termination of this Lease or a surrender of the leased property.

13. AUTHORITY TO LEASE; NO ENCUMBRANCES.

A. Lessor covenants with the Lessee that Lessor has the right and authority without any further approvals or authorization to lease the Roadway Facilities to Lessee; and, that, to its knowledge (but without any review of title), the Roadway Facilities are not encumbered by any lien or security interest.

B. Lessor warrants and represents to Lessee that Lessor is the condominium association with jurisdiction over the Roadway Facilities, which are part of Lessor's common elements; and Lessor warrants and represents that the Lessor has not taken any actions or failed to take any actions that would result in the imposition or levying upon the Roadway Facilities of any liens or encumbrances; and, further, that Lessor has the full right, power, authority and ability to lease the Roadway Facilities to the Lessee.

14. FURTHER ASSURANCES.

Lessor, at any and all times, shall, when requested by Lessee or Lessee's agents, make, do, execute, acknowledge and deliver all and every other further acts, documents, assignments, transfers and assurances as may be reasonably necessary by Lessee for the better assuring, conveying, granting, assigning and confirming of any and all of the representations and assurances of Lessor made herein.

15. WAIVERS.

Any failure by any party to this Agreement to comply with any of its obligations, agreements, or covenants may be waived in writing by either party. No assent by either party, express or implied, to any breach of any of the covenants contained herein shall be deemed to be a waiver of any succeeding breach of the same or any other covenant contained herein.

16. AMENDMENT.

This Agreement cannot be amended orally but only by writing executed by all parties.

17. APPLICABLE LAW, VENUE, JURISDICTION.

This Agreement is made and shall be construed under the laws of the State of Florida. Any litigation arising out of this Roadway Facilities Agreement shall be in the state court of appropriate jurisdiction in Collier County, Florida.

18. ASSIGNMENT.

This Roadway Facilities Lease Agreement may not be assigned by either party without the prior specific written consent of the other party.

19. MEMORANDUM OF LEASE




This Lease shall not be recorded in the Public Records of Collier County. Upon the request of either party, the parties shall execute and record a Memorandum of Lease.

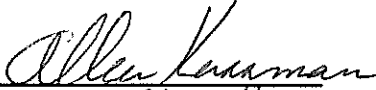
**IN WITNESS WHEREOF**, the parties hereto have executed this Roadway Facilities Lease Agreement as of the date first above written.


Signed, sealed and delivered

**SERENA AT FIDDLER'S CREEK CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation,

in our presence:


  
\_\_\_\_\_  
Witness

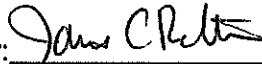
By:   
Print Name: Allen Kasman  
Its: AK

  
\_\_\_\_\_  
Witness

ATTEST:

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

  
\_\_\_\_\_  
CHELEY E. ADAMS, Secretary

By:   
Print Name: JAMES C. RUBEN  
Its: \_\_\_\_\_

# EXHIBIT

# A

OR: 4178 PG: 1699

**PROPERTY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN SOUTH 00°03'18" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, FOR A DISTANCE OF 1,631.65 FEET; THENCE RUN SOUTH 89°56'42" WEST FOR A DISTANCE OF 400.27 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTH, WHOSE RADIUS POINT BEARS SOUTH 00°41'32" WEST, A DISTANCE OF 380.00 FEET THEREFROM; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 380.00 FEET, THROUGH A CENTRAL ANGLE OF 22°10'50", SUBTENDED BY A CHORD OF 146.19 FEET AT A BEARING OF SOUTH 79°36'07" WEST, FOR A DISTANCE OF 147.11 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 68°30'42" WEST FOR A DISTANCE OF 119.82 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTH, WHOSE RADIUS POINT BEARS NORTH 21°29'22" WEST, A DISTANCE OF 220.00 FEET THEREFROM; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 58°33'30", SUBTENDED BY A CHORD OF 215.19 FEET AT A BEARING OF NORTH 82°12'37" WEST, FOR A DISTANCE OF 224.85 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 52°55'56" WEST FOR A DISTANCE OF 202.01 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHWEST, WHOSE RADIUS POINT BEARS SOUTH 37°04'05" WEST, A DISTANCE OF 1,045.00 FEET THEREFROM; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,045.00 FEET, THROUGH A CENTRAL ANGLE OF 13°33'12", SUBTENDED BY A CHORD OF 246.62 FEET AT A BEARING OF NORTH 59°42'31" WEST, FOR A DISTANCE OF 247.19 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; ALSO BEING A POINT ON A CIRCULAR CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 92°59'12", SUBTENDED BY A CHORD OF 36.26 FEET AT A BEARING OF NORTH 19°59'31" EAST FOR A DISTANCE OF 40.57 FEET; THENCE RUN NORTH 26°30'04" EAST FOR A DISTANCE OF 173.82 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE WEST, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 375.00 FEET, THROUGH A CENTRAL ANGLE OF 147°11'46", SUBTENDED BY A CHORD OF 92.68 FEET AT A BEARING OF NORTH 19°24'11" EAST, FOR A DISTANCE OF 92.91 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 12°78'19" EAST FOR A DISTANCE OF 128.97 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 42°06'12", SUBTENDED BY A CHORD OF 64.66 FEET AT A BEARING OF NORTH 33°21'25" EAST, FOR A DISTANCE OF 66.14 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 264°12'25", SUBTENDED BY A CHORD OF 96.45 FEET AT A BEARING OF NORTH 77°41'41" WEST, FOR A DISTANCE OF 209.73 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 42°06'12", SUBTENDED BY A CHORD OF 64.66 FEET AT A BEARING OF SOUTH 08°44'47" EAST, FOR A DISTANCE OF 66.14 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 12°78'19" WEST FOR A DISTANCE OF 128.97 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 325.00 FEET, THROUGH A CENTRAL ANGLE OF 147°11'46", SUBTENDED BY A CHORD OF 80.32 FEET AT A BEARING OF SOUTH 19°24'12" WEST, FOR A DISTANCE OF 80.52 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 26°30'04" WEST FOR A DISTANCE OF 183.76 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 81°37'49", SUBTENDED BY A CHORD OF 32.68 FEET AT A BEARING OF SOUTH 67°18'59" WEST, FOR A DISTANCE OF 35.62 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTH, WHOSE RADIUS POINT BEARS SOUTH 18°07'53" WEST, A DISTANCE OF 1,045.00 FEET THEREFROM; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,045.00 FEET, THROUGH A CENTRAL ANGLE OF 05°22'59", SUBTENDED BY A CHORD OF 98.15 FEET AT A BEARING OF SOUTH 69°10'37" EAST, FOR A DISTANCE OF 98.18 FEET TO THE POINT OF BEGINNING, CONTAINING 0.847 ACRES, MORE OR LESS.

**NOTES**

BEARINGS REFER TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING S 00°03'18" E.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.

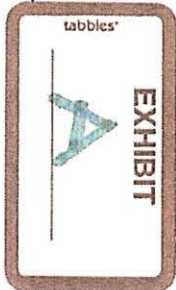
DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

Q. GRADY MINOR AND ASSOCIATES, P.A.

SIGNED 1-22-05

*Stephen V. Burgess*  
STEPHEN V. BURGESS

P.S.M. #5408  
STATE OF FLORIDA



NOT COMPLETE UNLESS ACCOMPANIED BY SHEET 2 OF 2  
\* NOT A SURVEY \*

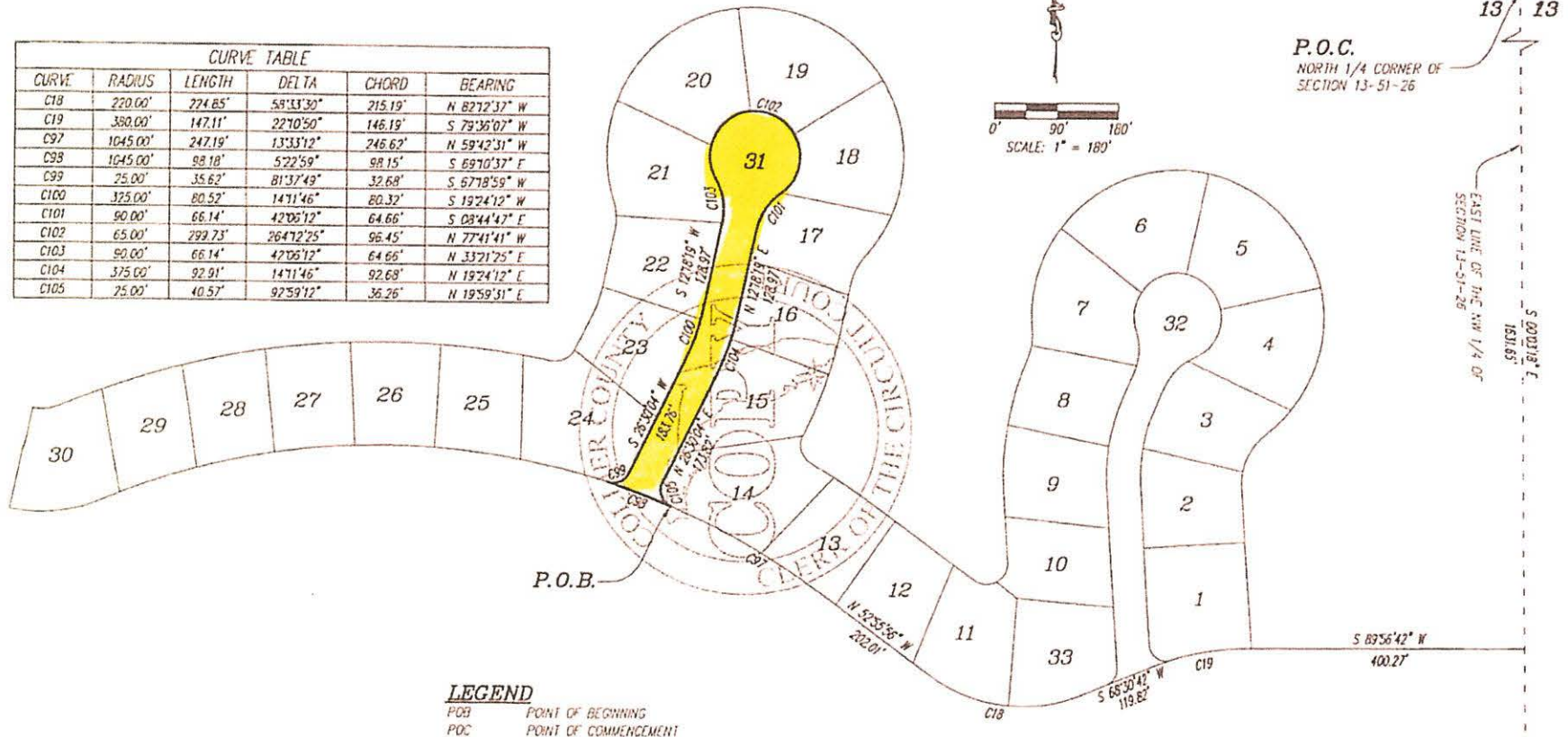
SHEET: 1 OF 2
DRAWN: JD
JOB CODE: FCG4CD
SCALE: 1" = 180'



**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
3800 VIA DEL REY  
BONITA SPRINGS, FLORIDA 34134  
PHONE : (239) 947-1144 FAX : (239) 947-0375  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

<b>LEGAL DESCRIPTION</b>	
SERENA, A CONDOMINIUM PHASE 31	
SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA	
DATE: JANUARY, 2005	DRAWING: B-2984

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C18	220.00'	274.85'	58°33'30"	215.19'	N 82°27'32" W
C19	380.00'	147.11'	22°10'50"	146.19'	S 79°36'07" W
C97	1045.00'	247.19'	13°33'12"	246.62'	N 59°42'31" W
C98	1045.00'	98.18'	5°22'59"	98.15'	S 69°10'37" E
C99	25.00'	35.62'	81°37'49"	32.68'	S 67°18'59" W
C100	325.00'	80.52'	14°11'46"	80.32'	S 19°24'12" W
C101	90.00'	66.14'	42°05'12"	64.66'	S 08°44'47" E
C102	65.00'	299.73'	264°12'25"	96.45'	N 77°41'41" W
C103	90.00'	66.14'	42°05'12"	64.66'	N 33°21'25" E
C104	375.00'	92.91'	14°11'46"	92.68'	N 19°24'12" E
C105	25.00'	40.57'	92°59'12"	36.26'	N 19°59'31" E



**LEGEND**  
 P.O.B. POINT OF BEGINNING  
 P.O.C. POINT OF COMMENCEMENT

SHEET: 2 OF 2  
 DRAWN: JD  
 JOB CODE: FC64CD  
 SCALE: 1" = 180'

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3800 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (239) 947-1144 FAX: (239) 947-0375  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
**SERENA, A CONDOMINIUM**  
 PHASE 31  
 SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST  
 COLLIER COUNTY, FLORIDA  
 DATE: JANUARY, 2005      DRAWING: B-2984

NOT COMPLETE UNLESS ACCOMPANIED BY SHEET 1 OF 2  
 \* NOT A SURVEY \*

OR: 4178 PG: 1701

**PROPERTY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN SOUTH 00°03'18" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, FOR A DISTANCE OF 1,631.65 FEET; THENCE RUN SOUTH 89°56'42" WEST FOR A DISTANCE OF 400.27 FEET A POINT ON A CIRCULAR CURVE CONCAVE SOUTH, WHOSE RADIUS POINT BEARS SOUTH 00°41'32" WEST, A DISTANCE OF 380.00 FEET THEREFROM; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 380.00 FEET, THROUGH A CENTRAL ANGLE OF 180°4'22", SUBTENDED BY A CHORD OF 119.37 FEET AT A BEARING OF SOUTH 81°39'21" WEST, FOR A DISTANCE OF 119.85 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED ALSO BEING A POINT ON A CIRCULAR CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 104°09'26", SUBTENDED BY A CHORD OF 39.44 FEET AT A BEARING OF NORTH 55°18'08" WEST FOR A DISTANCE OF 45.45 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 03°13'25" WEST FOR A DISTANCE OF 234.19 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE EAST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET; THROUGH A CENTRAL ANGLE OF 27°43'26", SUBTENDED BY A CHORD OF 107.81 FEET AT A BEARING OF NORTH 10°38'18" EAST, FOR A DISTANCE OF 108.87 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 24°30'01" EAST FOR A DISTANCE OF 37.85 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET; THROUGH A CENTRAL ANGLE OF 42°06'12", SUBTENDED BY A CHORD OF 64.66 FEET AT A BEARING OF NORTH 45°33'07" EAST, FOR A DISTANCE OF 66.14 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 26°42'25", SUBTENDED BY A CHORD OF 86.45 FEET AT A BEARING OF NORTH 65°29'59" WEST, FOR A DISTANCE OF 299.73 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 42°06'12", SUBTENDED BY A CHORD OF 64.66 FEET AT A BEARING OF SOUTH 03°26'55" WEST, FOR A DISTANCE OF 166.14 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 24°30'01" WEST FOR A DISTANCE OF 37.85 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET; THROUGH A CENTRAL ANGLE OF 27°43'26"; SUBTENDED BY A CHORD OF 107.81 FEET AT A BEARING OF SOUTH 10°38'18" WEST, FOR A DISTANCE OF 133.06 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 03°13'25" EAST FOR A DISTANCE OF 266.18 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET; THROUGH A CENTRAL ANGLE OF 21°44'06", SUBTENDED BY A CHORD OF 29.30 FEET AT A BEARING OF SOUTH 32°38'38" WEST, FOR A DISTANCE OF 31.30 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 68°30'42" EAST FOR A DISTANCE OF 75.95 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE SOUTH; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 380.00 FEET; THROUGH A CENTRAL ANGLE OF 04°06'28", SUBTENDED BY A CHORD OF 27.24 FEET AT A BEARING OF NORTH 70°33'56" EAST, FOR A DISTANCE OF 27.24 FEET TO THE POINT OF BEGINNING, CONTAINING 0.867 ACRES, MORE OR LESS

**NOTES**

BEARINGS REFER TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING S 00°03'18" E.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.

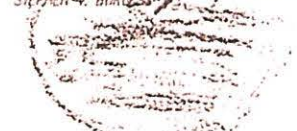
DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

Q. GRADY MINOR AND ASSOCIATES, P.A.

SIGNED: 1-22-05

*Stephen V. Burgess*  
STEPHEN V. BURGESS

P.S.M. #6408  
STATE OF FLORIDA



SHEET: 1 OF 2
DRAWN: JD
JOB CODE: FCG4CD
SCALE: 1" = 180'

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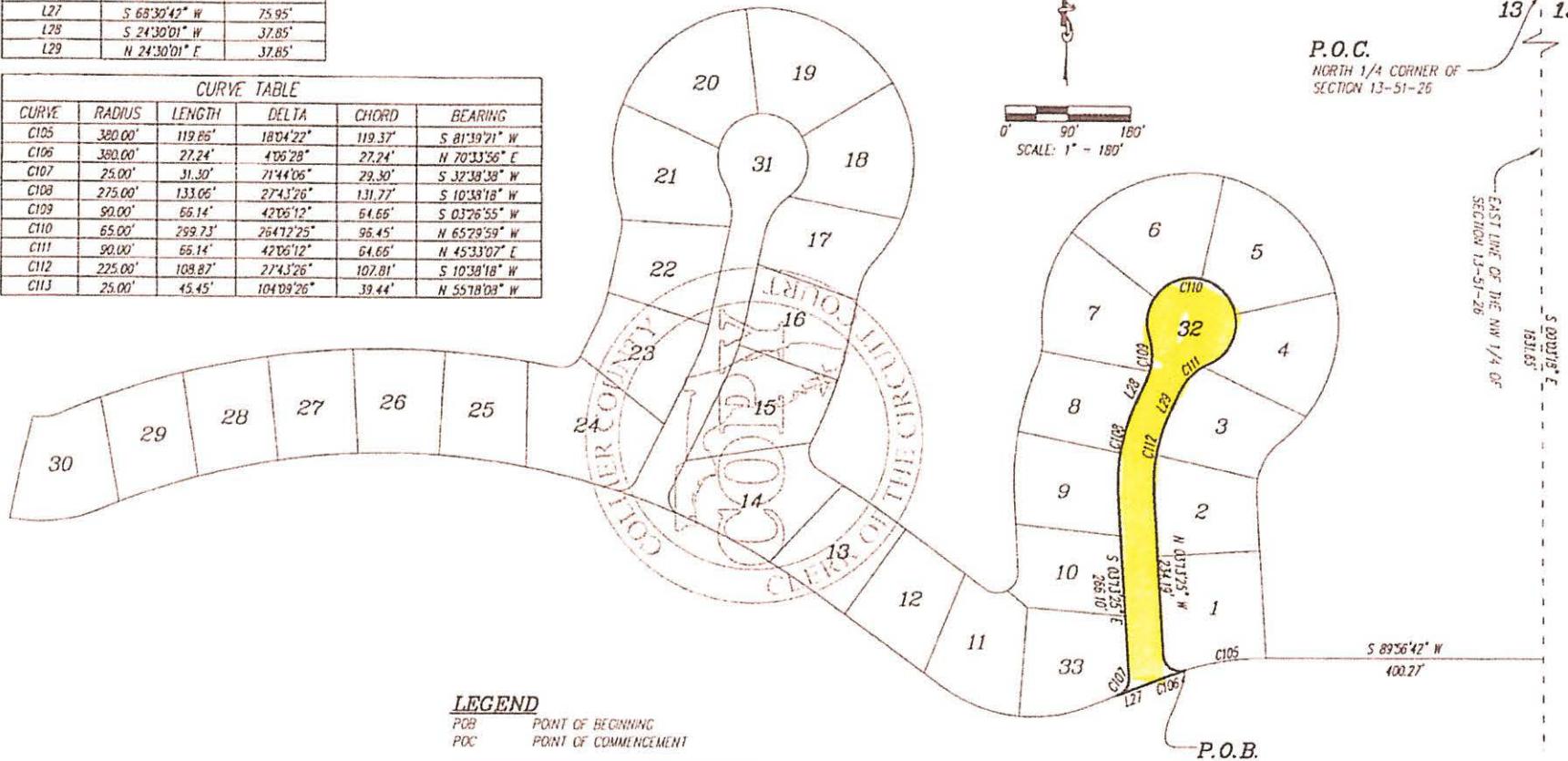
<b>LEGAL DESCRIPTION</b>	
SERENA, A CONDOMINIUM PHASE 32 SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA	
DATE: JANUARY, 2005	DRAWING: B-2984

NOT COMPLETE UNLESS ACCOMPANIED BY SHEET 2 OF 2  
 \* NOT A SURVEY \*

OR: 4178 PG: 1702

LINE TABLE		
LINE	BEARING	LENGTH
L27	S 68°30'42" W	75.95'
L28	S 24°30'01" W	37.85'
L29	N 24°30'01" E	37.85'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C105	380.00'	119.86'	180°42'2"	119.37'	S 81°39'21" W
C106	380.00'	27.24'	4°06'28"	27.24'	N 70°33'56" E
C107	25.00'	31.30'	21°44'06"	29.30'	S 32°38'38" W
C108	275.00'	133.06'	27°43'26"	131.77'	S 10°38'18" W
C109	90.00'	66.14'	42°06'12"	64.66'	S 03°26'55" W
C110	65.00'	299.73'	26°47'25"	96.45'	N 65°28'59" W
C111	90.00'	66.14'	42°06'12"	64.66'	N 45°33'07" E
C112	225.00'	109.87'	27°43'26"	107.81'	S 10°38'18" W
C113	25.00'	45.45'	104°09'26"	39.44'	N 55°18'03" W



**LEGEND**  
 P.O.B. POINT OF BEGINNING  
 P.O.C. POINT OF COMMENCEMENT

SHEET: 2 OF 2  
 DRAWN: JD  
 JOB CODE: FCG4CD  
 SCALE: 1" = 180'

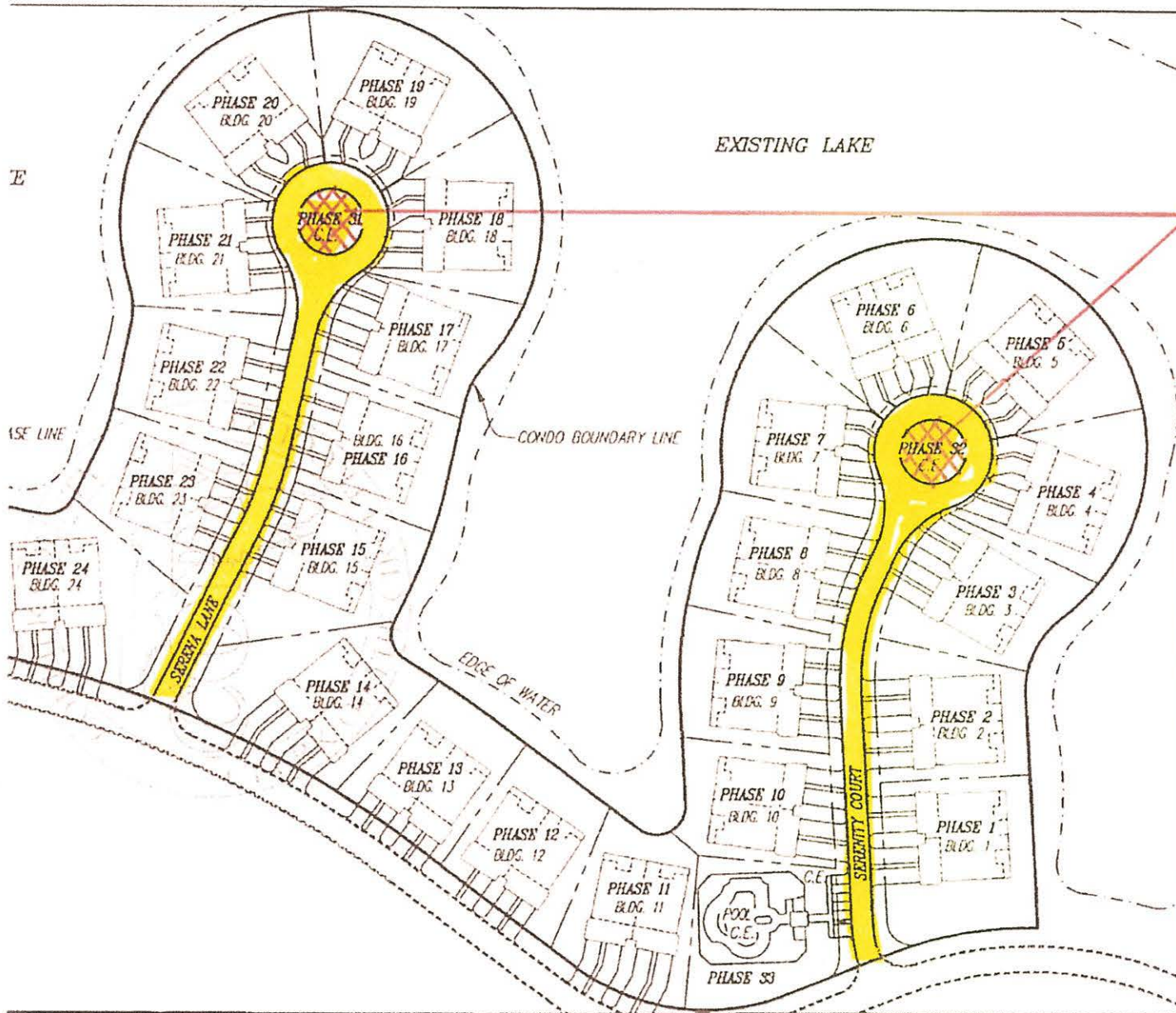
**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
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 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
**SERENA, A CONDOMINIUM**  
 PHASE 32  
 SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST  
 COLLIER COUNTY, FLORIDA  
 DATE: JANUARY, 2005      DRAWING: B-2984

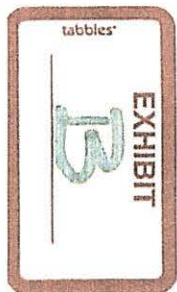
NOT COMPLETE UNLESS ACCOMPANIED BY SHEET 1 OF 2  
 \* NOT A SURVEY \*

# EXHIBIT

# B



**DENOTES**  
**AREAS TO BE**  
**MAINTAINED**  
**BY LESSOR**  
**WITHIN THE**  
**"CIRCLE"**





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

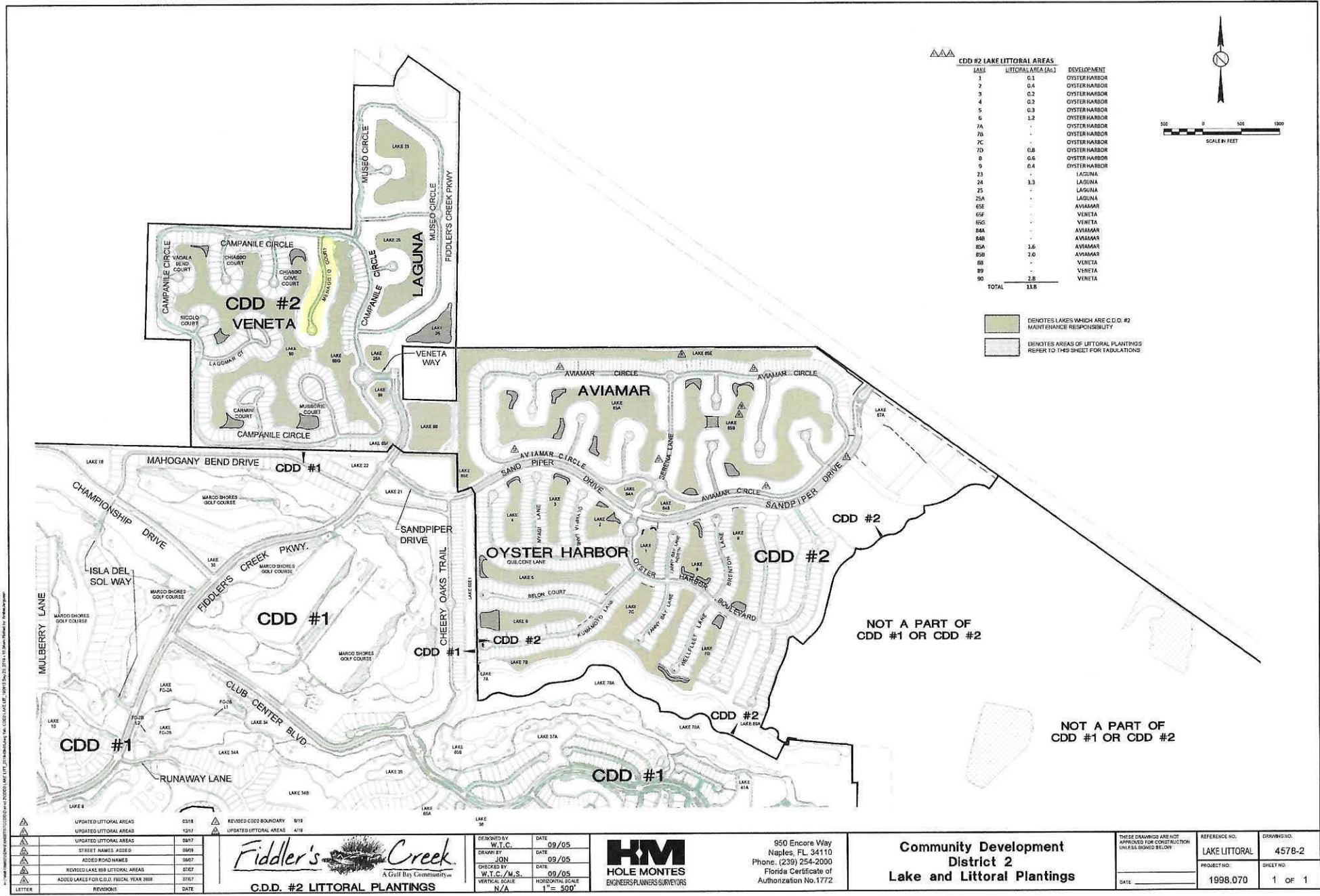
**10**



L-90

Menaggio Ct

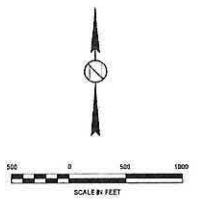
Menaggio Ct



**CDD #2 LAKE LITTORAL AREAS**

LAKE	LITTORAL AREA (A=)	DEVELOPMENT
1	0.1	OYSTER HARBOR
2	0.4	OYSTER HARBOR
3	0.2	OYSTER HARBOR
4	0.2	OYSTER HARBOR
5	0.3	OYSTER HARBOR
6	1.2	OYSTER HARBOR
7A	-	OYSTER HARBOR
7B	-	OYSTER HARBOR
7C	-	OYSTER HARBOR
7D	0.8	OYSTER HARBOR
8	0.6	OYSTER HARBOR
9	0.4	OYSTER HARBOR
23	-	LAGUNA
24	3.3	LAGUNA
25	-	LAGUNA
25A	-	LAGUNA
65E	-	AVIAMAR
65F	-	VENETA
65G	-	VENETA
68A	-	AVIAMAR
68B	-	AVIAMAR
88	-	VENETA
89	-	VENETA
90	2.8	VENETA
<b>TOTAL</b>	<b>33.8</b>	

DEMOTES LAKES WHICH ARE C.D.D. #2 MAINTENANCE RESPONSIBILITY  
 DEMOTES AREAS OF LITTORAL PLANTINGS REFER TO THIS SHEET FOR REGULATIONS



LETTER	REVISIONS	DATE
△	UPDATED LITTORAL AREAS	03/18
△	UPDATED LITTORAL AREAS	12/17
△	UPDATED LITTORAL AREAS	09/17
△	STREET NAMES / ADDRESSES	09/09
△	ADDED ROAD NAMES	09/07
△	REVISED LAKE #88 LITTORAL AREAS	07/07
△	ADDED LAKES FOR C.D.D. FISCAL YEAR 2009	07/07

**Fiddler's Creek**  
 A Gulf Bay Community  
**C.D.D. #2 LITTORAL PLANTINGS**

DESIGNED BY	W.T.C.	DATE	09/05
DRAWN BY	JGN	DATE	09/05
CHECKED BY	W.T.C./M.S.	DATE	09/05
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1" = 500'

**HM**  
**HOLE MONTES**  
 ENGINEERS PLANNERS SURVEYORS

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

**Community Development  
 District 2  
 Lake and Littoral Plantings**

THESE DRAWINGS ARE NOT  
 APPROVED FOR CONSTRUCTION  
 UNLESS SHOWN BELOW  
 DATE \_\_\_\_\_

REFERENCE NO.	DRAWING NO.
LAKE LITTORAL	4578-2
PROJECT NO.	SHEET NO.
1998.070	1 OF 1

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

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
FINANCIAL STATEMENTS  
UNAUDITED  
MARCH 31, 2023**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MARCH 31, 2023**

	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	\$ 2,912,460	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,912,460
Investments															
Revenue A	-	164,733	304,496	-	-	6,075	-	171,277	420,257	141,414	-	1,554,937	-	-	2,763,189
Revenue B	-	-	-	-	437,299	-	479,437	-	-	-	-	-	-	-	916,736
Reserve A	-	53,102	53,102	-	-	-	-	106,187	115,229	38,480	-	153,757	-	-	519,857
Reserve B	-	-	-	-	131,395	-	131,395	-	-	-	196,285	-	-	-	459,075
Prepayment A	-	744	60,799	560	-	4,530	-	3,514	48,420	13,582	-	30,684	-	-	162,833
Prepayment B	-	-	-	-	376	-	4,060	-	-	-	4,740	-	-	-	9,176
Interest	-	4	-	-	-	-	-	-	-	-	-	-	-	-	4
Construction	-	-	-	-	-	169	-	-	-	-	-	-	94,797	274,246	369,212
Sinking	-	-	-	-	464	-	543	-	-	-	-	-	-	-	1,007
Optional redemption	-	-	-	-	-	-	-	73	-	-	-	-	-	-	73
COI	-	-	-	-	14	-	14	-	-	-	-	17	-	-	45
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
Due from other	458	-	-	-	-	-	-	-	-	-	-	-	-	-	458
Accounts receivable	3,116	-	-	-	-	-	-	-	-	-	-	-	-	-	3,116
Undeposited funds	703,710	-	-	-	-	-	-	-	-	-	-	-	-	-	703,710
Total assets	<u>\$ 3,622,039</u>	<u>\$ 218,583</u>	<u>\$ 443,956</u>	<u>\$ 560</u>	<u>\$ 569,548</u>	<u>\$ 10,774</u>	<u>\$ 617,973</u>	<u>\$ 281,051</u>	<u>\$ 583,906</u>	<u>\$ 193,476</u>	<u>\$ 201,025</u>	<u>\$ 1,739,395</u>	<u>\$ 94,797</u>	<u>\$ 274,246</u>	<u>\$ 8,851,329</u>
<b>LIABILITIES AND FUND BALANCES</b>															
<b>Liabilities</b>															
Accounts payable	\$ 11,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,450
Due to other	3,531	-	-	-	-	-	-	-	-	-	-	-	-	-	3,531
Due to other funds															
Debt service fund series 2005	-	25,559	-	-	-	-	-	-	-	-	-	-	-	-	25,559
Debt service fund series 2014-2B	-	-	-	-	-	2,524	-	-	-	-	-	-	-	-	2,524
Due to general fund	-	-	-	321	-	1,974	-	-	-	-	-	-	-	-	2,295
Due to Developer	10,735	-	-	-	-	-	-	-	-	-	-	-	-	-	10,735
Total liabilities	<u>25,716</u>	<u>25,559</u>	<u>-</u>	<u>321</u>	<u>-</u>	<u>4,498</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>56,094</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>															
Deferred receipts	450	-	-	-	-	-	-	-	-	-	-	-	-	-	450
Total deferred inflows of resources	<u>450</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>450</u>
<b>Fund balances:</b>															
Restricted for:															
Debt service	-	193,024	443,956	239	569,548	6,276	617,973	281,051	583,906	193,476	201,025	1,739,395	-	-	4,829,869
Capital projects	-	-	-	-	-	-	-	-	-	-	-	-	94,797	274,246	369,043
Unassigned	3,595,873	-	-	-	-	-	-	-	-	-	-	-	-	-	3,595,873
Total fund balances	<u>3,595,873</u>	<u>193,024</u>	<u>443,956</u>	<u>239</u>	<u>569,548</u>	<u>6,276</u>	<u>617,973</u>	<u>281,051</u>	<u>583,906</u>	<u>193,476</u>	<u>201,025</u>	<u>1,739,395</u>	<u>94,797</u>	<u>274,246</u>	<u>8,794,785</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 3,622,039</u>	<u>\$ 218,583</u>	<u>\$ 443,956</u>	<u>\$ 560</u>	<u>\$ 569,548</u>	<u>\$ 10,774</u>	<u>\$ 617,973</u>	<u>\$ 281,051</u>	<u>\$ 583,906</u>	<u>\$ 193,476</u>	<u>\$ 201,025</u>	<u>\$ 1,739,395</u>	<u>\$ 94,797</u>	<u>\$ 274,246</u>	<u>\$ 8,851,329</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, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 2,398,749	\$2,459,310	98%
Settlements	72,883	72,883	-	N/A
Interest & miscellaneous	33	35,612	7,500	475%
Total revenues	<u>72,916</u>	<u>2,507,244</u>	<u>2,466,810</u>	102%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	2,153	5,382	14,369	37%
Management	7,055	42,331	84,662	50%
Assessment roll preparation	-	22,500	22,500	100%
Audit	-	11,450	16,500	69%
Legal - general	2,319	6,074	25,000	24%
Engineering	8,681	26,180	50,000	52%
Telephone	27	162	335	48%
Postage	-	1,107	2,000	55%
Insurance	-	15,820	15,200	104%
Printing and binding	50	298	595	50%
Legal advertising	2,520	2,520	2,000	126%
Office supplies	-	-	750	0%
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	-	6,418	10,000	64%
Total administrative	<u>22,805</u>	<u>163,767</u>	<u>284,486</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	6,198	37,184	126,712	29%
Fountains	15,104	134,242	167,500	80%
Total water management	<u>21,302</u>	<u>171,426</u>	<u>294,212</u>	58%
<b>Street lighting</b>				
Contractual services	-	7,997	15,000	53%
Electricity	684	4,208	10,000	42%
Capital outlay	-	-	10,000	0%
Hurricane clean-up	-	10,400	-	N/A
Miscellaneous	-	7,806	10,000	78%
Total street lighting	<u>684</u>	<u>30,411</u>	<u>45,000</u>	68%

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>Landscaping</b>				
Other contractual	86,797	406,038	1,000,000	41%
Other contractual-mosquito spraying	-	2,065	23,000	9%
Improvements and renovations	-	21,073	50,000	42%
Contingencies	-	2,480	25,000	10%
Total landscaping	<u>86,797</u>	<u>431,656</u>	<u>1,098,000</u>	39%
<b>Roadway maintenance</b>				
Contractual services (street cleaning)	350	1,400	5,000	28%
Roadway maintenance	6,970	57,229	100,000	57%
Roadway capital outlay	-	-	35,000	0%
Total roadway services	<u>7,320</u>	<u>58,629</u>	<u>140,000</u>	42%
<b>Irrigation</b>				
Controller repairs & maintenance	53	316	2,000	16%
Other contractual-irrigation manager	228	13,869	50,000	28%
Supply system	8,155	49,082	452,025	11%
Total irrigation	<u>8,436</u>	<u>63,267</u>	<u>504,025</u>	13%
<b>Other fees &amp; charges</b>				
Property appraiser	10,583	10,583	38,427	28%
Tax collector	-	47,956	51,236	94%
Total other fees & charges	<u>10,583</u>	<u>58,539</u>	<u>89,663</u>	65%
Total expenditures and other charges	<u>158,879</u>	<u>983,407</u>	<u>2,466,810</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	(85,963)	1,523,837	-	
Fund balances - beginning	3,681,836	2,072,036	1,566,768	
Fund balances - ending	<u>\$ 3,595,873</u>	<u>\$ 3,595,873</u>	<u>\$ 1,566,768</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, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 32,753	\$ 33,600	97%
Interest	659	3,160	-	N/A
Total revenues	<u>659</u>	<u>35,913</u>	<u>33,600</u>	107%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	10,000	0%
Interest	-	7,762	15,525	50%
Total debt service	<u>-</u>	<u>7,762</u>	<u>25,525</u>	30%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	525	0%
Tax collector	-	655	700	94%
Total other fees & charges	<u>-</u>	<u>655</u>	<u>1,225</u>	53%
Total expenditures	<u>-</u>	<u>8,417</u>	<u>26,750</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	659	27,496	6,850	
Fund balances - beginning	192,365	165,528	164,071	
Fund balances - ending	<u>\$ 193,024</u>	<u>\$ 193,024</u>	<u>\$ 170,921</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, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 182,194	\$ 190,160	96%
Prepayment assessments	-	57,144	-	N/A
Interest	1,130	4,625	-	N/A
Total revenues	<u>1,130</u>	<u>243,963</u>	<u>190,160</u>	128%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	70,000	0%
Principal prepayment	-	30,000	-	N/A
Interest	-	53,850	107,700	50%
Total debt service	<u>-</u>	<u>83,850</u>	<u>177,700</u>	47%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	2,971	0%
Tax collector	-	3,643	3,962	92%
Total other fees & charges	<u>-</u>	<u>3,643</u>	<u>6,933</u>	53%
Total expenditures	<u>-</u>	<u>87,493</u>	<u>184,633</u>	47%
Excess/(deficiency) of revenues over/(under) expenditures	1,130	156,470	5,527	
Fund balances - beginning	442,826	287,486	258,437	
Fund balances - ending	<u>\$ 443,956</u>	<u>\$ 443,956</u>	<u>\$ 263,964</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, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 87,581	\$ 280,163	31%
Interest	2	10	-	N/A
Total revenues	<u>2</u>	<u>87,591</u>	<u>280,163</u>	31%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	105,000	0%
Interest	-	87,581	175,163	50%
Total expenditures	<u>-</u>	<u>87,581</u>	<u>280,163</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	2	10	-	
Fund balances - beginning	237	229	227	
Fund balances - ending	<u>\$ 239</u>	<u>\$ 239</u>	<u>\$ 227</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, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 363,174	\$ 372,345	98%
Interest	1,412	5,101	-	N/A
Total revenues	<u>1,412</u>	<u>368,275</u>	<u>372,345</u>	99%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	135,000	0%
Interest	-	112,387	224,775	50%
Total debt service	<u>-</u>	<u>112,387</u>	<u>359,775</u>	31%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	5,818	0%
Tax collector	-	7,260	7,757	94%
Total other fees & charges	<u>-</u>	<u>7,260</u>	<u>13,575</u>	53%
Total expenditures	<u>-</u>	<u>119,647</u>	<u>373,350</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	1,412	248,628	(1,005)	
Fund balances - beginning	568,136	320,920	311,162	
Fund balances - ending	<u>\$ 569,548</u>	<u>\$ 569,548</u>	<u>\$ 310,157</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, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 170,249	\$ 538,500	32%
Interest	34	228	-	N/A
Total revenues	<u>34</u>	<u>170,477</u>	<u>538,500</u>	32%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	210,000	0%
Principal prepayment	-	20,000	-	N/A
Interest	-	164,250	328,500	50%
Total expenditures	<u>-</u>	<u>184,250</u>	<u>538,500</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	34	(13,773)	-	
Fund balances - beginning	6,242	20,049	(1,690)	
Fund balances - ending	<u>\$ 6,276</u>	<u>\$ 6,276</u>	<u>\$ (1,690)</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, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 403,977	\$ 416,404	97%
Interest	1,513	5,373	-	N/A
Total revenues	<u>1,513</u>	<u>409,350</u>	<u>416,404</u>	98%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	155,000	0%
Interest	-	123,000	246,000	50%
Total debt service	<u>-</u>	<u>123,000</u>	<u>401,000</u>	31%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	6,506	0%
Tax collector	-	8,077	8,675	93%
Total other fees & charges	<u>-</u>	<u>8,077</u>	<u>15,181</u>	53%
Total expenditures	<u>-</u>	<u>131,077</u>	<u>416,181</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	1,513	278,273	223	
Fund balances - beginning	616,460	339,700	337,365	
Fund balances - ending	<u>\$ 617,973</u>	<u>\$ 617,973</u>	<u>\$ 337,588</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, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 173,690	\$ 178,074	98%
Assessment levy: off-roll	-	162,439	536,918	30%
Interest	702	2,467	-	N/A
Total revenues	<u>702</u>	<u>338,596</u>	<u>714,992</u>	47%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	275,000	0%
Interest	-	214,350	428,700	50%
Total debt service	<u>-</u>	<u>214,350</u>	<u>703,700</u>	30%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	2,782	0%
Tax collector	-	3,472	3,710	94%
Total other fees & charges	<u>-</u>	<u>3,472</u>	<u>6,492</u>	53%
Total expenditures	<u>-</u>	<u>217,822</u>	<u>710,192</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	702	120,774	4,800	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer in	-	26,013	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>26,013</u>	<u>-</u>	N/A
Net change in fund balances	702	146,787	4,800	
Fund balances - beginning	280,349	134,264	134,931	
Fund balances - ending	<u>\$ 281,051</u>	<u>\$ 281,051</u>	<u>\$ 139,731</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, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 229,983	\$ 235,797	98%
Assessment prepayments	-	44,732	-	N/A
Interest	1,604	6,639	-	N/A
Total revenues	<u>1,604</u>	<u>281,354</u>	<u>235,797</u>	119%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	60,000	0%
Interest	-	83,600	167,200	50%
Total debt service	<u>-</u>	<u>83,600</u>	<u>227,200</u>	37%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	3,684	0%
Tax collector	-	4,598	4,912	94%
Total other fees & charges	<u>-</u>	<u>4,598</u>	<u>8,596</u>	53%
Total expenditures	<u>-</u>	<u>88,198</u>	<u>235,796</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	1,604	193,156	1	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(26,013)	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>(26,013)</u>	<u>-</u>	N/A
Net change in fund balances	1,604	167,143	1	
Fund balances - beginning	582,302	416,763	429,508	
Fund balances - ending	<u>\$ 583,906</u>	<u>\$ 583,906</u>	<u>\$ 429,509</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, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 75,835	\$ 77,734	98%
Assessment prepayments	-	11,789	-	N/A
Interest	517	2,100	-	N/A
Total revenues	<u>517</u>	<u>89,724</u>	<u>77,734</u>	115%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	30,000	0%
Interest	-	22,450	44,900	50%
Total debt service	<u>-</u>	<u>22,450</u>	<u>74,900</u>	30%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	1,215	0%
Tax collector	-	1,516	1,619	94%
Total other fees & charges	<u>-</u>	<u>1,516</u>	<u>2,834</u>	53%
Total expenditures	<u>-</u>	<u>23,966</u>	<u>77,734</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	517	65,758	-	
Fund balances - beginning	<u>192,959</u>	<u>127,718</u>	<u>130,982</u>	
Fund balances - ending	<u>\$ 193,476</u>	<u>\$ 193,476</u>	<u>\$ 130,982</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, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 63,594	\$ 127,188	50%
Interest	639	3,257	-	N/A
Total revenues	<u>639</u>	<u>66,851</u>	<u>127,188</u>	53%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Interest	-	63,594	127,188	50%
Total expenditures	<u>-</u>	<u>63,594</u>	<u>127,188</u>	50%
Excess/(deficiency) of revenues over/(under) expenditures	639	3,257	-	
Fund balances - beginning	200,386	197,768	199,878	
Fund balances - ending	<u>\$ 201,025</u>	<u>\$ 201,025</u>	<u>\$ 199,878</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, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 1,202,007	\$ 1,242,601	97%
Assessment prepayments	-	27,397	-	N/A
Interest	4,184	14,200	-	N/A
Total revenues	<u>4,184</u>	<u>1,243,604</u>	<u>1,242,601</u>	100%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	680,000	0%
Principal prepayment	-	70,000	-	N/A
Interest	-	267,813	535,625	50%
Total debt service	<u>-</u>	<u>337,813</u>	<u>1,215,625</u>	28%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	19,416	0%
Tax collector	-	24,031	25,888	93%
Total other fees & charges	<u>-</u>	<u>24,031</u>	<u>45,304</u>	53%
Total expenditures	<u>-</u>	<u>361,844</u>	<u>1,260,929</u>	29%
Excess/(deficiency) of revenues over/(under) expenditures	4,184	881,760	(18,328)	
Fund balances - beginning	<u>1,735,211</u>	<u>857,635</u>	<u>779,418</u>	
Fund balances - ending	<u>\$ 1,739,395</u>	<u>\$ 1,739,395</u>	<u>\$ 761,090</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, 2023**

	<u>Current Month</u>	<u>Year to Date</u>
<b>REVENUES</b>		
Interest & miscellaneous	\$ 378	\$ 2,124
Total revenues	<u>378</u>	<u>2,124</u>
<b>EXPENDITURES</b>		
Capital outlay	<u>23,890</u>	<u>43,113</u>
Total expenditures	<u>23,890</u>	<u>43,113</u>
Excess/(deficiency) of revenues over/(under) expenditures	(23,512)	(40,989)
Fund balances - beginning	<u>118,309</u>	<u>135,786</u>
Fund balances - ending	<u><u>\$ 94,797</u></u>	<u><u>\$ 94,797</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, 2023**

	Current Month	Year to Date
<b>REVENUES</b>		
Interest & miscellaneous	\$ 872	\$ 4,443
Total revenues	872	4,443
<b>EXPENDITURES</b>		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	872	4,443
Fund balances - beginning	273,374	269,803
Fund balances - ending	\$ 274,246	\$ 274,246

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

**MINUTES**

**DRAFT**

**MINUTES OF MEETING**

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

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The Board of Supervisors of the Fiddler’s Creek Community Development District #2 held a Regular Meeting on March 22, 2023 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

**Present were:**

Elliot Miller	Chair
Victoria DiNardo	Vice Chair
Linda Viegas	Assistant Secretary
Bill Klug	Assistant Secretary
John Nuzzo	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Joe Parisi	Developer’s Representative
Ryan Hennessey	Fiddler’s Creek Director of Community Services
Jody Benet	Fiddler’s Creek Irrigation Manager
Valerie Lord	Foundation Representative
Ron Albeit	Foundation General Manager
Markus Rentzing	Foundation General Manager
Mike Barrow	GulfScapes Landscape Management

**Residents present were:**

Tim Baltzer	Debbie Giannitti (phone)	Nat Pappagallo	James Heutel
Steven Ebert	Joe Giannitti (phone)	Michael Laurence	Other residents

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 10:01 a.m. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

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

Resident Debbie Giannitti stated her opinion that, since it was sprayed in November 2022, the lake on the east side in Menaggio is in very bad condition with no vegetation and no

45 grass. She thinks the lake is an eyesore and stated she emailed before and after photos to the  
46 Board. Mr. Miller asked how she attributes the condition of the lake to the spraying. Ms.  
47 Giannitti stated the appearance declined after spraying and opined that other Menaggio lakes  
48 do not look nearly as bad. Ms. DiNardo stated she did not recall how the lake looked prior to  
49 spraying but treatment generally depends upon the type of vegetation. She viewed the lake and  
50 found it beautiful with no algae. She noted that many lakes in Fiddler's Creek do not have  
51 vegetation within the ponds. During the dry season more of the lake bank is visible and can look  
52 a bit raw but, during rainy season, water levels will rise to reach the adjacent grass.

53 Mr. Barrow stated, at one time, plant materials, including pickerelweed, were present.  
54 Mrs. Adams stated there is a littoral shelf in the area that includes seeded spikerush. Ms.  
55 DiNardo stated the invasive weeds were treated and water is usually present, but the  
56 exceptionally dry winter resulted in exposure of more of the lake bank, thus exposing plants  
57 that would normally be submerged; the water will reach the grass during rainy season.

58 Ms. Giannitti stated she understands the drought factor; however, she believes the  
59 grass at the edge was killed. Ms. DiNardo stated she viewed the lake in question on March 21<sup>st</sup>  
60 and, to her, the lake does not look different than any others in the area. The CDD is  
61 experiencing a drought, so plants are not as plush because they are not receiving enough water.  
62 In her opinion, the lakes are beautifully maintained but, while more vegetation is desired, it  
63 would be submerged during rainy season.

64 Resident Joe Giannitti asked if there is a report of what was sprayed and why it was  
65 sprayed. Mrs. Adams replied affirmatively. Mr. Miller stated the spraying was to treat  
66 undesirable vegetation.

67 Ms. DiNardo stated, while the Giannittis seem to want more vegetation and plants, lake  
68 maintenance crews did not do anything incorrect; they removed invasives that should not be  
69 there. She asked if the Giannittis want additional plants because they feel the area is not  
70 visually appropriate. The Giannittis replied affirmatively. Ms. DiNardo surmised that the  
71 Giannittis' issue is not that anything was done incorrectly, it is that they are not pleased with  
72 the appearance and they are requesting vegetation.

73 Mr. Giannitti reiterated his request for the report showing what was sprayed and why it  
74 was sprayed. Mr. Miller stated Mrs. Adams will email the information.

75 Resident Tim Baltzer stated he is one of the seven Amador South homeowners impacted  
76 by the Taylor Morrison (TM) issues. Other residents, including Mr. Steve Schwartz, took up the



77 issues that the Board has taken up over the past three years. The drainage issue resulted in an  
78 agreement between TM and the CDD to replace the dying Ficus hedge with 25-gallon Clusia  
79 hedges. He asked for the status as it was not on the agenda the past two meetings.

80 Mr. Miller noted the Agreement with TM was signed and a check is due. Mr. Pires stated  
81 payment is due 30 days after the agreement was signed; the W-9 was delivered to TM and TM  
82 is eager to resolve this. Mr. Schwartz supplied the executed temporary license agreements from  
83 all impacted homeowners. Due to the time it took to resolve this with TM, the agreements  
84 must be re-executed. The last step will be to engage GulfScapes.

85 Mr. Baltzer stated that is welcome news. His second issue is with the dying Ficus hedge.  
86 In meeting minutes from a year ago, Mr. Cole stated the Ficus hedge is badly in need of  
87 replacement and it has nothing to do with TM. Ms. DiNardo noted that the hedge looks better  
88 than the hedge on Museo Circle. Mr. Baltzer agreed and stated his opinion that the hedge has  
89 been dying for a while, but he has not seen anybody maintain the hedge since a cherry-picker  
90 was engaged in 2019.

91 Ms. DiNardo displayed a photo of the hedge. Mr. Baltzer confirmed it is the hedge he is  
92 referencing. Ms. DiNardo expressed her opinion that the hedge looks beautiful compared to the  
93 hedge on Museo Circle. Mr. Baltzer agreed but expressed concern about the access from the  
94 roadway. He suggested notifying residents that replacement is underway. He asked if the Ficus  
95 hedge is being replaced from Sandpiper down.

96 Mr. Adams believed the plan is to tie into the Clusia and remove all the Ficus to create a  
97 continuous Clusia hedge. Mr. Baltzer stated the hedge goes up the property, to the pond. He  
98 noted other impacted residents on the left side of the pond. Mr. Cole and Mr. Barrow showed  
99 the project area on the map. Mr. Cole stated his recollection is that the project will include  
100 replacing the hedge, up to the County canal.

101 Mr. Pires stated he did not contact Mr. Schwartz about the agreement because he  
102 wants to wait until the check is received and cleared and the CDD executes the Release.

103 Resident Steven Ebert asked about the stop sign installed 2' into a resident's yard and  
104 the bent speed limit sign on Quilcene Lane which he raised at the previous meeting. Mr. Cole  
105 stated those are punch list items related to the subdivision improvements for that project; he  
106 has an engineering meeting with Grady Minor this afternoon and will bring them up. Mr. Ebert  
107 thanked Mr. Parisi for taking care of the Kumamoto wall and asked who paid for it. Mr. Parisi  
108 stated the Developer paid for it; the community will pay for the maintenance. Mr. Ebert voiced

109 his opinion that it encroaches into the easement and should not have been approved or done.  
110 Mr. Parisi and Mr. Ebert discussed the matter. Mr. Miller asked Mr. Ebert to discuss the issue  
111 with Mr. Parisi after the meeting since it is not a CDD issue. Mr. Ebert asked if the CDD Board  
112 must approve building projects. Mr. Adams stated the CDD does not.

113 Resident Michael Laurence stated, on November 19, 2022, he emailed Mr. Ed Jasiiecki,  
114 who was in charge of safety at the time, regarding his request for a pedestrian crosswalk and  
115 signage at the Calista Mar Way cut through onto Sandpiper; Mr. Parisi was copied on the email.  
116 On December 19, 2022, Mr. Jasiiecki advised that the CDD and Mr. Parisi are aware of the issue  
117 and the Engineer was assessing it and developing a plan. He asked for an update and expressed  
118 his opinion that it is a bad situation. Mr. Parisi stated he will follow up on the County  
119 requirements and address this matter.

120 Resident James Heutel asked for stop signs for bicyclists to be added at all stop signs. He  
121 emailed the Safety Committee and was advised to bring it up to the CDD. Ms. DiNardo noted  
122 that bicyclists are obligated to follow motor vehicle laws and she saw an officer stop a non-  
123 compliant bicyclist. Mr. Nuzzo suggested Mr. Heutel have his HOA send an email. Mr. Albeit  
124 stated he will send an email from the Club to all residents regarding bicyclist rules of the road.

125 Discussion ensued regarding the pervasiveness of the issue, ineffectiveness of cameras  
126 in catching violators due to the low speed, and traffic laws.

127 Ms. DiNardo stated the Sheriff is the only agency that can effectively address the issue.

128 Mr. Albeit introduced Mr. Markus Rentzing, the new General Manager of the Club. He  
129 stated it was his pleasure working with the CDD and noted this will be his last CDD meeting. All  
130 emails and questions should now be sent to Mr. Rentzing.

131 The Board thanked Mr. Albeit for his service.  
132

133 **THIRD ORDER OF BUSINESS**

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

137  
138 Mr. Miller stated he attended the CDD #1 meeting this morning and observed what, in  
139 his opinion, was a great deal of irrational emotions and dramatic misstatements of the law. One  
140 emotional attitude was that this is one community and both CDDs should share everything. He  
141 stated, despite that CDD #1 opinion, CDD #2 has an obligation and a fiduciary responsibility to

142 the constituents of CDD #2. While all are residents of the Fiddler's Creek community, the CDD  
143 #2 Board has a responsibility to the people of CDD #2 who elected this Board to maximize CDD  
144 #2's return. There were several "loud voices" and comments by the CDD #1 Board. The CDD #1  
145 Board vote was three to one to tell the CDD #2 Board it is "a big no". Mr. Miller expressed his  
146 opinion that the next step is for CDD #2 to take legal action against CDD #1. He believes CDD #2  
147 can get a Summary Judgement and a quick response.

148 Mr. Nuzzo thought that part of the observation is that CDD #1 believes there is no  
149 agreement between CDD #2 and Halvorsen clearly stating that only CDD #2 should receive the  
150 \$200,000. In essence, CDD #1 believes that the agreement does not exist.

151 Mr. Miller stated the agreement does exist. He noted that CDD #1's other position is  
152 that the CDD #1 Board feels that CDD #1 is somehow entitled to share in the \$200,000 for  
153 which CDD #2 solely incurred obligations. CDD #2 entered into two agreements and, under  
154 those agreements, CDD #2 has the obligations and Halvorsen's agreement to pay the \$200,000  
155 to CDD #2 is in consideration of those obligations. For example, CDD #2 has a duty to construct  
156 the traffic signal and CDD #1 is under no such obligation with regard to the traffic signal on US  
157 41. Furthermore, CDD #1 has not offered to indemnify CDD #2 for any obligation CDD #2 has if  
158 it breaches the agreement and CDD #1 has not offered to compensate CDD #2 for their  
159 performance under the access agreement, which includes moving the gate, etc. He expressed  
160 confidence that CDD #2 has a good claim and can easily get a Summary Judgment.

161 Mr. Klug feels that CDD #2 has given CDD #1 ample opportunity to amicably resolve this  
162 but CDD #1 failed to do so.

163

164 **On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor,**  
165 **authorizing District Counsel to initiate legal action against CDD #1, was**  
166 **approved.**

167

168

169 Ms. DiNardo stated the CDD #1 Board was evasive regarding its position, but now that a  
170 definite answer was given, she feels that this is the correct course of action to take.

171 Mr. Parisi thought he heard that CDD #1 intends to send a reply and suggested the CDD  
172 #2 Board wait for CDD #1's official response.

173 Ms. Viegas stated the letter sent to CDD #1 gave them 48 hours from today's meeting to  
174 send a reply; therefore, she thinks CDD #2 should wait for that time to pass. Mr. Miller stated it  
175 will take that long to take action.

176 Mr. Adams stated CDD #1's response will be sent tomorrow, via email.

177 Ms. Viegas asked how much CDD #2 has spent on this issue, to date. Mr. Miller stated  
178 not much, as he has done a lot of the work.

179 Regarding the traffic light invoices from Hole Montes, Mr. Miller asked if CDD #2 pays  
180 50% of each bill, as the bills come in, or if CDD #2 pays in full and then CDD #1 pays its 50% at  
181 the end. Mr. Adams stated CDD #2 gets 50% from CDD #1 at the end, when the costs are  
182 finalized.

183

#### 184 **FOURTH ORDER OF BUSINESS**

#### **Health, Safety and Environment Report**

185

186 Mr. Hennessey stated his department is responsible for tree canopy trimming, irrigation  
187 and pressure washing. He reviewed the PowerPoint presentation and reported the following:

188 ➤ Tree Canopy Trimming: Juniper is trimming the hardwoods and revisiting fruit trees and  
189 trees that were missed during initial trimming.

#### 190 **A. Irrigation and Pressure Washing Efforts**

191 ➤ Irrigation Projected Usage: 20 programmable satellites within the villages and nine  
192 programmable common area satellites are programmed to run Monday, Wednesday, and  
193 Saturday, from 9:00 p.m. to 8:00 a.m.

194 ➤ Total water usage increased approximately four-million gallons from the last month.

195 Mr. Miller recalled mentioning at the last meeting that he observed sprinklers running  
196 on a Friday near the Veneta fountains. Mr. Hennessey stated it might have been a water test.  
197 Mr. Miller asked if testing is allowed under the County regulations prohibiting water usage. Mr.  
198 Hennessey stated it is allowed, for up to 10 minutes, to check the system, and it does not  
199 violate County regulations.

200 ➤ Pressure Washing: During the past 30 days, work was completed on Championship Drive  
201 and Isla Del Sol. Crews are working in Marsh Cove and will proceed to Veneta by the end of the  
202 week.

203 Mr. Miller asked if there is a schedule for work planned within Veneta. Mr. Hennessey  
204 stated he has a small, two-person crew who work meticulously throughout the area; if they  
205 finish ahead of schedule, they will focus on areas that need more attention.

206 Ms. DiNardo asked for confirmation that monument signs, sidewalks, and curbs will be  
207 cleaned. Mr. Hennessey stated the sidewalks, monuments, and signs are cleaned; he will check  
208 to make sure the curbs are done. Mrs. Adams stated it is part of the agreement. Ms. DiNardo  
209 stated she wants to ensure it is completed.

## 210 **B. Security and Safety Update**

211 ➤ Gate Access Control: Use of the members' website to enter guest information is highly  
212 recommended, due to the high volume of calls that are received daily. For assistance 239-529-  
213 4139 or 239-919-3705 should be called.

214 ➤ Occupancy Report: Occupancy increased in February.

215 ➤ Gatehouses and Patrols: Two road patrols are operational 24-hours a day, seven days a  
216 week. One patrol is assigned to each CDD, unless both patrols need to respond to a call.

217 ➤ Activity by Gatehouse: February was slightly busier than January.

218 ➤ Incidents: Parking incidents decreased since January but are still the most common type  
219 of incident.

220 ➤ Speed Detection and Enforcement: Portable and fixed speed detection devices are in  
221 use. Frequent violators are sent to the Fining Committee. None were sent in February.

222 ➤ Collier County Sheriff's Office: A list of calls and complaints for the past six months was  
223 provided, including welfare checks, extra patrols, medical emergencies, 911 hang-up calls, etc.

224 Resident Michael Laurence stated that he has not observed patrols leaving notices on  
225 vehicles blocking sidewalks overnight, as they did in the past. He stated, about one week ago, a  
226 resident left tree trimmings in the valley gutters, which impeded traffic on Aviamar; the  
227 trimmings were there for one week before they were removed. He asked who should be  
228 notified in such instances. Mr. Hennessey stated with regard to parking, patrols do their best to  
229 issue tickets and reminders; license plates are noted and the individuals involved are called. Mr.  
230 Hennessey invited Mr. Laurence to call Safety to address the debris issue. Asked if parking over  
231 the sidewalk is a violation, Mr. Hennessy stated, regarding parking across a sidewalk, the owner  
232 is called.

233

234 **FIFTH ORDER OF BUSINESS**

**Developer's Report/Update**

235

236 Mr. Parisi asked if the \$50,000 check was received from Halvorsen. Mr. Miller replied  
237 affirmatively.

238 Mr. Parisi reported the following:

239 ➤ Oyster Harbor and Dorado are still under construction.

240 ➤ Landscaping to be done at the construction compound at the corner of Cherry Oaks Trail  
241 and Sandpiper was delayed because drainage issues had to be addressed. The compound is in  
242 CDD #1, but Marengo homeowners look out to the back of the compound. Landscaping will be  
243 installed when the drainage is redone and reinspected.

244 Mr. Parisi stated the construction compound will remain until construction in Fiddler's  
245 Creek is completed; other air-conditioned facilities will be constructed to store purchased  
246 construction materials. He estimated it will be there for ten years and then it will become a  
247 multi-family product. Varena is storing a trailer in the compound for a window replacement  
248 project.

249 ▪ **Discussion/Consideration of Championship Gatehouse Remodeling**

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

251 Mr. Parisi reviewed the Championship Drive gatehouse plans. He will begin coordinating  
252 the timing with CDDs #1 and #2 to determine the best time to begin construction. The exit  
253 might need to be closed, as there is a Fire Department issue. Construction traffic can enter  
254 through Sandpiper, rather than Creative Lane. Processes will be determined, and notices sent  
255 to the community. As some areas will be difficult to address, it might be necessary to close one  
256 side of the entrance/exit at a time. He is determining when construction will start; it is in  
257 permitting now and approval is pending. As soon as a timeline is known he will inform the  
258 Board.

259 Resident Nat Pappagallo asked if a second lane will be added on both sides of the  
260 gatehouse. Mr. Parisi stated they are just working on the gatehouse; no roadwork is involved.  
261 Some internal work, such as positioning the desk to allow the guard to sit up front, might be  
262 done as well. Windows were added to allow guards a better view of cars entering. Mr. Nuzzo  
263 thought it might be a good time to update the Championship monument sign. Mr. Parisi stated  
264 he will also look at the front monument sign; at a minimum it might need to be cleaned. Mr.  
265 Nuzzo suggested adding backlighting on the "Fiddler's Creek" lettering at Championship.

266 Mr. Miller asked when the criteria to receive the second \$50,000 payment from  
267 Halvorsen will be met. In his opinion, it should be requested if eligible under the agreement.  
268 Mr. Cole stated he will address this during his report. The required next milestone is close to  
269 being met to request the payment.

270

271 **SIXTH ORDER OF BUSINESS**

**Engineer's Report: *Hole Montes, Inc.***

272

273 **A. Consideration of Award of Contract for Sandpiper Drive Traffic Signal (*to be provided***  
274 ***under a separate cover*)**

275 Mr. Cole distributed the results from the bid opening and stated the only bid received  
276 was from Mr. Doug McIntyre, of American Infrastructure Services (AIS), the same company that  
277 constructed the 951 traffic signal several years ago. All forms and documentation were  
278 reviewed and were in order and the bid was \$1,318,861.35. The required bid bond was  
279 provided.

280 Mr. Cole stated about one year ago he suggested a budget of \$950,000, based on  
281 percentage markups for materials and assumptions; however, material costs have increased  
282 tremendously, especially for mast arms and electronics. Last month, he mentioned that the  
283 Trebilcock Consulting Solutions (Trebilcock) cost estimate to the Florida Department of  
284 Transportation (FDOT) was about \$1.1 million, but the bid was approximately \$1.3 million.

285 Mr. Cole stated the FDOT issued more comments to the submittal that must be  
286 addressed. Trebilcock is addressing them this week and it is hoped that approval will be  
287 received within one month. The bid did not include the comments, which were not substantive  
288 in nature, but could lead to minor upward adjustments in the bid pricing.

289 Mr. Cole suggested obtaining amended plans from Trebilcock, reviewing them with the  
290 bidder to see what pricing might change, and presenting the final pricing next month. He hoped  
291 to have the permit at that time.

292 Mr. Cole noted the current contract time is 180 days for substantial completion and 210  
293 days for final completion. AIS, the bidder, feels that the time needs to be extended because of  
294 material and procurement delays, and suggests extending the completion date another 90 days  
295 to allow for material procurement. He estimated the light might be operational by March 2024.  
296 It was noted that, even when construction is complete, the light cannot be turned on until the  
297 FDOT approves.

298 Mr. Cole stated his surprise that there were no other bidders, as he received inquiries  
299 from a few contractors. CDD #1 did not vote to take any action, but, after he explained the  
300 situation, CDD #1 discussed the possibility of rebidding the project due to the revisions needed  
301 to address the additional comments from the FDOT. He stated rebidding will further delay the  
302 project because it would not come back to the Board until May, given the time needed to  
303 advertise and send bid documents.

304 Asked if there might be another bidder, Mr. Cole stated it is possible. Asked if he had  
305 any idea why there was only one bidder, Mr. Cole stated it is a very specialized type of work.  
306 Although other calls and inquiries were received, some were material suppliers and contractors  
307 who do not actually perform the work. Asked who constructed the other light on 951, Mr. Cole  
308 stated Mr. McIntyre was the same principal involved with that project, but he was working with  
309 another company at the time.

310 Asked why the Board should consider going out to bid again, if only one bid was  
311 received this time, Mr. Cole stated he does not know; he was providing the information from  
312 CDD #1's discussion.

313 Asked for the cost of the light on 951, Mr. Cole estimated it was in the \$600,000 range,  
314 but that was eight or nine years ago, and it only involved three mast arms at a much smaller  
315 intersection.

316 Mr. Parisi stated he located the criteria from Halvorsen. The next 25% payment will be  
317 issued when permit approvals are received and contractors commence work.

318 Mr. Miller asked if the bottom line is that there is no choice but to go with the sole  
319 bidder. Mr. Cole stated there are two choices. One is proceeding with this bidder and, under  
320 one scenario, having the bidder look at pricing with the changes related to the FDOT's  
321 comments. The second option is to incorporate those comments, change the time frame and  
322 rebid the project. Regarding the delay, he stated bid results could be presented in May.

323 Mr. Nuzzo feels that this type of situation is becoming common, and more bids might  
324 not be received because contractors might not be willing or able to do the work. While he does  
325 not want to spend more money, he is in favor of working with this bidder.

326

327

328

329

330

**On MOTION by Ms. DiNardo and seconded by Mr. Klug, with all in favor, accepting the bid from the sole bidder, American Infrastructure Services, for the Sandpiper Drive Traffic Signal project, was approved.**



331

332 Mr. Cole stated he will ask the contractor to provide revised pricing to include the FDOT  
333 comments, which he believes are not substantial, for presentation at the April meeting. He  
334 hoped the FDOT permit would be issued by then or shortly thereafter.

335 Mr. Nuzzo asked if the contract requires any upfront payment. Mr. Cole stated it does  
336 not; the bid schedule is very extensive, and the contractor will bill as work progresses. For  
337 example, the contractor will incur mobilization costs soon.

338 Mr. Miller stated, according to history and precedent, CDD #2 will lay out all the costs  
339 and then try to collect from CDD #1.

340 Mr. Parisi noted that the mast arms have a long lead time. He asked if that was in the  
341 contract. Mr. Cole replied affirmatively; until the contract is awarded, the bidder cannot  
342 proceed with ordering the mast arms, etc. Some of the FDOT comments are related to the  
343 structural design of the mast arms. A scope is available, but the FDOT comments must be  
344 addressed.

345 Mr. Miller asked if Mr. Cole reviewed AIS's financial statements. Mr. Cole stated he has  
346 not; all he knows is that Mr. McIntyre was involved in the construction of the other traffic  
347 signal. AIS has a bid bond for 5%; when the contract is awarded, a performance bond will be  
348 provided for the full amount. Asked if AIS is bondable, Mr. Cole replied affirmatively.

349 Ms. Viegas noted the sheet indicates that the bidder's insurance contacts and  
350 certificates of insurance were not received. Mr. Cole stated those are not received until they go  
351 to contract. Mr. Adams stated those items are sometimes submitted with the bid package.  
352 Asked if they are requested in the bid package, Mr. Cole stated they are not; the limits are  
353 provided, and documents must be received before the bid is awarded. Ms. Viegas noted she  
354 felt insurance contacts and certificates of insurance are very important in a bid and that all  
355 three pumphouse bidders provided them.

356

**357 SEVENTH ORDER OF BUSINESS****Consideration of Collier Paving Proposals  
358 to Restripe Stop Bars and Crosswalks**

359

360 Mr. Cole stated he is trying to obtain a proposal from Collier Paving for restriping the  
361 stop bars and crosswalks.

362

363 **EIGHTH ORDER OF BUSINESS****Consideration of GulfScapes Proposals to  
Install Landscape Buffers**

364

365

366 This item was discussed during the Tenth Order of Business.

367

368 **NINTH ORDER OF BUSINESS****Consideration of Award of Contract for  
Pump House #2 Irrigation Replacement (to  
be provided under a separate cover)**

369

370

371

372 Mr. Cole distributed and reviewed the bid results and prices from the three bidders, as

373 follows:

374 Boromei Construction \$971,033.00

375 Metro Pumping Systems \$739,977.77

376 D.N. Higgins \$867,380.00

377 Mr. Cole stated that the low bidder, Metro Pumping Systems (MPS), provided all  
378 applicable required information. MPS built the original pumps 20 years ago and serves as the  
379 CDD's maintenance contractor. MPS also constructed pump stations for other CDDs. In his  
380 opinion, MPS's work is excellent. He recommended awarding the contract to MPS, as the  
381 lowest responsive, responsible bidder.

382 Ms. DiNardo asked Mr. Cole if the bid was close to his estimate.

383 Ms. Viegas stated, over the last few years, \$1.168 million was budgeted.

384 Mr. Cole stated, last May, he provided a budget update for the project. At that time, the  
385 overall budget was \$670,000, but, since then, the price increased to \$740,000. Adding the roof  
386 replacement, including design and construction coordination, increased the cost to \$950,000.  
387 He noted that \$950,000, less \$740,000, leaves an excess of \$210,000. He recalled that, at the  
388 last meeting, the Board approved a not-to-exceed amount of \$35,000 for architectural design  
389 of the roof replacement, and the \$32,000 bid is in line. He does not know how much the roof  
390 replacement will cost, given material cost increases, but he believes it will be within the  
391 budgeted amounts.

392 Mr. Miller asked if MPS is fully bondable. Mr. Cole replied affirmatively and stated MPS  
393 will also provide a performance bond.

394

395 **On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor,**  
396 **awarding the contract to Metro Pumping Systems for the Pumphouse #2**  
397 **Irrigation Replacement project, was approved.**

398

399

**TENTH ORDER OF BUSINESS****Consideration of Proposals for Pump House #2 Roof Replacement**

401

402

403 Mr. Cole stated this item was discussed at the last meeting. A separate contract for  
404 removal and replacement of the roof will be considered several months from now.

405 Mr. Cole stated the Board approved sidewalk replacement work last month; work  
406 commenced in CDD #1 and will begin in CDD #2 within the next several weeks.

407 Ms. DiNardo requested a list of the areas where work is being done. Mr. Cole stated he  
408 will send a notice with addresses.

409 Mr. Cole stated he owes Mrs. Adams responses regarding lake littoral plantings and a  
410 map that she requested. Mrs. Adams stated she needs the map to bid the landscape buffers  
411 referenced in the Eighth Order of Business; she needs to obtain another quote and then that  
412 item will be included on the next agenda.

413

**ELEVENTH ORDER OF BUSINESS****Discussion/Consideration of Championship Gatehouse Remodeling**

415

416

417 This item was discussed during the Fifth Order of Business.

418

**TWELFTH ORDER OF BUSINESS****Update: Proposals for CDD Insurance**

420

421 Mr. Miller stated this item is in response to a point raised at the last meeting.

422 Mr. Adams stated Preferred Governmental Insurance Trust (PGIT) has no interest in  
423 bidding and has not responded to his inquiries after good initial conversations. Florida  
424 Municipal Insurance Trust (FMIT), which is an arm of the Florida League of Cities, is not  
425 interested in providing a mid-year proposal, but is interested in providing a proposal when the  
426 policy is up for renewal. A proposal will be requested and presented likely in August in advance  
427 of the October renewal.

428 Mr. Pires suggested that, when soliciting for bids, Mr. Adams ask about carrier-retained  
429 legal counsel rates. He gave examples of instances and costs encountered in other CDDs.

430

**THIRTEENTH ORDER OF BUSINESS****Continued Discussion/Consideration of Trimmers Holiday Decor, Inc., Proposal for US 41 Entry Lighting**

432

433

434

435 Ms. Viegas stated Mrs. Adams provided an update and supplied the breakdown  
436 requested in her Operations Report. Per the breakdown, the cost to decorate the palms is  
437 \$3,000 and the cost for the gatehouse is \$2,000.

438

439 Ms. Viegas stated the CDD is responsible for the palm trees and, since The Foundation is  
440 responsible for the gatehouses and anything to do with the gatehouse, her opinion is that The  
441 Foundation should be responsible for decorating the gatehouse. For this reason, she motioned  
442 for CDD #2 to budget \$3,000, for Fiscal Year 2024, to decorate the palm trees at the Sandpiper  
443 entrance and defer to The Foundation to use \$2,000 from its own contingency fund for the  
444 calendar year to decorate the gatehouse. Mr. Klug seconded the motion.

444

445 Mr. Miller summarized that Ms. Viegas' opinion is that CDD #2 is not responsible for  
446 decorating the gatehouse so CDD #2 should only pay to decorate the palm trees. Ms. Viegas  
447 stated that is correct. She noted that The Foundation budgets on a calendar year, but they  
448 have a contingency fund that would easily pay the \$2,000 expense to decorate the gatehouse.

448

449 Ms. DiNardo stated, historically, CDD #1 paid to decorate their gatehouses; as it  
450 maintained the two gates for a very long time. LV stated CDD #2 has never paid for gatehouse  
451 decorations because CDD #2 never had a gatehouse; it was only a trailer previously. Ms.  
452 DiNardo feels that, while the \$2,000 cost could be deferred to The Foundation, there is no  
453 guarantee that The Foundation will decorate the gatehouse. She noted that CDD #2 only  
454 maintains one gate and she believes the effort to save \$2,000 could create a problem for the  
455 Board that it does not have right now, in that residents will have an issue if the gatehouse is not  
456 decorated and the CDD #2 Board will receive complaints and have to explain why it is not  
457 decorated.

457

458 Ms. Viegas expressed her opinion that Mr. Rentzing can commit to making sure the  
459 gatehouse is decorated for the holidays. Mr. Albeit stated Mr. Rentzing cannot commit to that  
460 as he, himself, is still in charge. He stated that he will refer everyone that asks why that  
461 gatehouse is not decorated to contact CDD #2. Ms. Viegas stated, if anyone contacts the CDD  
462 #2 Board, they will be referred back to The Foundation and Mr. Rentzing who will be in charge  
463 then since Mr. Albeit is retiring next month.

463

464 Mr. Miller attempted to abstain from the vote but was advised by the District Manager  
465 that he cannot abstain because he does not have a conflict of interest in the matter being voted  
upon.

466

467

468

469

470

471

472

**On MOTION by Ms. Viegas and seconded by Mr. Klug, with Ms. Viegas, Mr. Klug and Mr. Nuzzo in favor and Ms. DiNardo and Mr. Miller dissenting, budgeting \$3,000 in the CDD #2 Fiscal Year 2024 budget to only decorate the palm trees at the Sandpiper entrance, not budgeting the \$2,000 cost to decorate the gatehouse, and deferring responsibility to The Foundation to fund the gatehouse decorations, was approved. [Motion passed 3-2]**

473

474

475 **FOURTEENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial  
Statements as of February 28, 2023**

476

477

478 Mr. Miller asked about the \$3,531 "Due to other" amount. Mrs. Adams stated she

479 inquired but has not received a response from the Accounting Department. Ms. Viegas recalled

480 seeing that line item before; she thinks it is due to a timing matter. Mr. Adams will research it.

481 Ms. Viegas asked why the audit expense was \$11,450, despite the engagement letter

482 stating that the auditor would bill monthly. Mr. Adams stated the auditor typically does

483 progress billings; this billing reflects that the draft might be completed.

484 Ms. Viegas asked why the "Contractual services-street lighting" expense was up to 53%.

485 Mrs. Adams stated that line item applies to street light repairs, such as bulb replacements

486 performed by Bentley Electric, so the monthly amount fluctuates. Due to Hurricane Ian, there

487 have been more repairs than usual.

488 Ms. Viegas asked if there were any updates on the insurance claims for the fountains.

489 Mrs. Adams stated nothing has been received. Everything was submitted, but it takes

490 considerable time to receive reimbursement. Ms. Viegas requested follow up on the progress.

491 Mr. Miller recalled asking, at the last meeting, what the \$10,735 "Due to Developer" line

492 item refers to. The consensus was that the line item has been there for a long time. Ms. Viegas

493 stated it dates to Mr. Tony DiNardo. Staff was asked to research it.

494

495 **FIFTEENTH ORDER OF BUSINESS****Approval of February 22, 2023 Regular  
Meeting Minutes**

496

497

498 Mrs. Adams presented the February 22, 2023 Regular Meeting Minutes.

499 Mr. Miller recalled his suggestion to send letters to the companies responsible for spills

500 that the CDD must clean up so that no rights are waived with regard to collecting payment. He

501 asked if Mr. Pires worked with Mr. Cole to address this. Mr. Pires stated he has not; he will

502 follow up with Mr. Cole. On a go-forward basis, a general letter will be sent to current and  
503 future vendors.

504 Mr. Miller stated he previously asked if the CDD’s insurance covers cleaning oil spill. Mr.  
505 Adams stated he will follow up and advise.

506

507 **On MOTION by Ms. DiNardo and seconded by Mr. Miller, with all in favor, the**  
508 **February 22, 2023 Regular Meeting Minutes, as presented, were approved.**

509

510

511 **SIXTEENTH ORDER OF BUSINESS** **Action/ Agenda or Completed Items**

512

513 Item 2: Mr. Pires stated the Agreement was signed; the check is pending.

514 Item 3: Mr. Pires stated this item can be marked complete and a new Action Item  
515 created stating “Mr. Pires: Meet with Mr. Miller to discuss deed language.”

516 Item 5: Mr. Cole stated the CDD has budgeted \$30,000 per year for geotube repairs. He  
517 will inspect a location in Museo that might need a geotube to repair lake erosion.

518 Item 7: Mr. Cole will check if all permanent signs were installed. Ms. DiNardo believed a  
519 sign on Campanile and Tesoro still has a temporary sign.

520 Item 8: Mr. Adams stated he has put funds in an insured cash sweep account with  
521 Finemark Bank. The account distributes investments over many different vehicles to ensure  
522 Federal Deposit Insurance Corporation (FDIC) protection and which are paying 3 to 3.5%. He  
523 will research short-term Treasury notes.

524 Items 3, 6, 9, 10, 11, 13, 14, 15, 16, 18, 19, 20, 21, 22 and 23 were completed.

525

526 **SEVENTEENTH ORDER OF BUSINESS** **Staff Reports**

527

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

529 Mr. Pires stated the Settlement Agreement between TM and CDD #2 was signed. When  
530 the check is received and clears, he will prepare the release and update the license agreements  
531 to be signed.

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

- 533 • **NEXT MEETING DATE: April 26, 2023 at 10:00 A.M.**

- 534 ○ **QUORUM CHECK**

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

536 Mrs. Adams stated the Operations Report was emailed to the Board.

537 Regarding mosquito control, Mr. Klug stated he understands that, at the CDD #1  
538 meeting, the decision was made to terminate the contract, as CDD #1 does not see a benefit  
539 based on the amount spent. Mrs. Adams stated the cost savings was over \$50,000 annually for  
540 both CDDs.

541 In response to a question, Mr. Miller recalled that the vote approved installing holiday  
542 lights on the palm trees in front of the gatehouse, but not on the actual gatehouse, based on  
543 the gatehouse being The Foundation’s responsibility.

544 A resident asked why CDD #2 would spend \$23,000 to spray for mosquitoes when  
545 mosquitoes could come over from CDD #1, who will not spray for mosquitoes. Ms. DiNardo  
546 stated, at one time, residents complained that there was not enough spraying and then it was  
547 discovered that the County was not spraying because CDD #1 and CDD #2 were spraying. Mr.  
548 Nuzzo expressed his opinion that the CDD #2 Board should consider whether to continue  
549 spraying for mosquitoes. Mr. Klug stated, at the CDD #1 meeting, the assumption was made  
550 that the effectiveness of the spraying ceases with the first wind, which blows it away. CDD #1  
551 decided to cancel the contract based on its belief that the benefit of the spray is short-lived.

552

**On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor,  
canceling CDD #2’s mosquito spraying contract was approved.**

555

556

557 Ms. DiNardo asked about the Museo buffer and stated she has visuals if anyone is  
558 interested. Mrs. Adams stated the picture of the tree stump should be given to The Foundation.  
559 Regarding the buffer, Mrs. Adams stated it must be bid; she is waiting for more information  
560 from Mr. Cole.

561

**EIGHTEENTH ORDER OF BUSINESS**

**Adjournment**

562

563

**On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the  
meeting adjourned at 11:53 a.m.**

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570

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

571

572

573

574

575

576 \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_ Chair/Vice Chair



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

**ACTION/AGENDA  
ITEMS**



## FIDDLER'S CREEK CDD #2

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	12.14.22	<b>ACTION</b>	Mr. Cole: Email FDOT re: review of the 90% plans. <b>02.22.23:</b> 100% plan completed and submitted.			X	02.22.23
2	09.22.21	<b>ACTION</b>	Mr. Pires: Work w/ Mr. Parisi re: proposed changes to deeds, to be brought back at the next meeting.			X	03.22.23
3	03.22.23	<b>ACTION</b>	Mr. Adams: Look into short-term Treasury notes.			X	03.22.23
4	12.08.21	<b>ACTION</b>	Mr. Cole: Amend original signage plan for Campanile Circle & Museo Circle intersection, as needed.			X	03.22.23
5	10.26.22	<b>ACTION</b>	Mr. Adams: Provide info regarding short term Treasury Notes.			X	03.22.23
6	12.14.22	<b>ACTION</b>	Mrs. Adams: Inspect Menaggio Lake area w/ Ms. DiNardo & review lake's history to address grass & littoral issues.			X	03.22.23
7	12.14.22	<b>ACTION</b>	Mrs. Adams: Obtain quotes for Sandpiper Gatehouse holiday decorations for consideration in budgeting for Fiscal Year 2024.			X	03.22.23
8	12.14.22	<b>ACTION</b>	Mr. Cole: Obtain proposal to remove Ficus & install new landscape buffer & cost for concrete wall from pumpstation to 9233 Museo Dr.			X	03.22.23
9	12.14.22	<b>ACTION</b>	Mr. Cole: Follow up w/ Waste Management regarding oil stains that were to have been cleaned.			X	03.22.23
10	12.14.22	<b>ACTION</b>	Mr. Adams: Check into defense counsel coverage amounts and consider other bidders on CDD insurances.			X	03.22.23
11	1.25.23	<b>ACTION</b>	Mr. Cole: Address oil stains at 3130 Aviamar Circle.			X	03.22.23
12	1.25.23	<b>ACTION</b>	Mr. Parisi: Have oil spill at Dorado pressure washed in short term & addressed when final lift of asphalt is completed.			X	03.22.23
13	1.25.23	<b>ACTION/AGENDA</b>	Mr. Cole: Work w/ Trebilcock to prep bid packages & advertise. Open bids and present recommendation at March meeting.			X	03.22.23
14	1.25.23	<b>ACTION</b>	Mr. Miller: Consult with attorney & get opinion on waiver.			X	03.22.23
15	2.22.23	<b>ACTION</b>	Counsel: Draft letter & Action for Declaratory Judgment complaint and send to CDD #1.			X	03.22.23
16	2.22.23	<b>ACTION</b>	Reschedule May meeting to May 31, 2023.			X	03.22.23
17	2.22.23	<b>ACTION</b>	Mr. Parisi: Inspect Dorado driveway access from circle which might cause traffic problem across from Serena.			X	03.22.23
18	2.22.23	<b>ACTION</b>	"No Trespassing" signs will be installed at construction sites when the 8" main line installation is complete.			X	03.22.23

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

**STAFF  
REPORTS  
B**

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

### BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

#### LOCATION

*Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 26, 2022	Regular Meeting	10:00 AM
November 9, 2022* <b>CANCELED</b>	Regular Meeting	10:00 AM
December 14, 2022*	Regular Meeting	10:00 AM
January 25, 2023	Regular Meeting	10:00 AM
February 22, 2023	Regular Meeting	10:00 AM
March 22, 2023	Regular Meeting	10:00 AM
April 26, 2023	Regular Meeting	10:00 AM
May 24, 2023 <i>rescheduled to May 31, 2023</i>	Regular Meeting	10:00 AM
May 31, 2023	Regular Meeting	10:00 AM
June 28, 2023	Regular Meeting	10:00 AM
July 26, 2023	Regular Meeting	10:00 AM
August 23, 2023	Public Hearing & Regular Meeting	10:00 AM
September 27, 2023	Regular Meeting	10:00 AM

#### \*Exceptions

*November & December meeting dates are two weeks earlier to accommodate holidays*

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

**STAFF  
REPORTS  
C**



**Wrathell, Hunt and Associates, LLC**

TO: Fiddlers Creek CDD #2 Board of Supervisors  
FROM: Cleo Adams – District Manager  
DATE: April 26, 2023  
SUBJECT: Monthly Status Report – Field Operations

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**Landscape Updates:** To be provided by Mike Barrow with GulfScapes.

**Tree Replacement:** GulfScapes has identified areas of required tree replacements:

Veneta Fountain: 1 Medjool Date Palm

Museo Circle: 3 Hong Kong Orchid Trees and 1 Sabal Palm

Campanile Circle: 2 Hong Kong Orchid Trees

Proposal executed with GulfScapes for a cost of \$11,237.50. This project will commence during the rainy season.

**Fiddlers Creek Parkway/Ficus buffer Replacement Project:** DRC approval received on March 2, 2022 to R/R the Ficus hedges with Clusia and required drainage work adjacent to several lots on Campanile Circle. Juniper's proposal was approved by the Board at the April 27<sup>th</sup> meeting noting that the district's cost would be \$24K.

**Note:** Continued updates to be provided by Terry Cole at Wednesday's meeting.

**Museo Buffer Fence Request:** As discussed during the October Board meeting; our District Engineer was directed to obtain cost associated with removing the Ficus Hedges and replacing them with a buffer wall. Updates to be provided by Terry Cole.

Note: Cost obtained from GulfScapes for \$117K. An additional quote was requested from Juniper but has not been received.

**Paver Repair Project:** It was brought to Staff's attention on March 12 that there are required paver repairs located at the round-about/fountain area of Veneta. Contract executed with Timo Brothers on April 6<sup>th</sup> - \$6,300.00.

**Lake Maintenance:** As indicated during last month's meeting; the Littoral Shelf located in Lake 5 was inadvertently sprayed and removed. The shelf requirement includes 6132 plants that Solitude Lake Management will be replacing at their cost during the rainy season.

**Littoral Planting Request Lake 90:** As discussed at last month's meeting, and is an agenda item. Staff has reached out to EarthBalance and requested a proposal for Board's consideration although not yet received. Mr. & Mrs. Giannitti will be calling in for this meeting.

**Note:** As requested at last month's meeting, Lake Treatment reports have been provided to the resident.

**Note:** Your current Lake Maintenance contract is set to expire October 31, 2023. Current contract \$74,400.00. Staff will be going out to RFP and will be presenting to the Board for consideration.

**Mosquito Control:** As directed at last month's meeting, the contract with Power-X has been cancelled.

**Serena Request:** Staff received a request from Steve Grogan, Board member of Serena requesting that the street lighting - light bulbs be replaced with "brighter bulbs" located on Serenity Court and Serena Lane. This is an agenda item for Boards discussion.

**Holiday Decorating:** As approved at last month's meeting, contract agreement with Trimmers Holiday Décor has been executed. Total Cost \$3K and will be added to the 2023/24 fiscal year budget.

**Park Benches:** Benches have been received – Staff waiting for an install date, to include securing the existing bench located at the Veneta fountain area. Note bench locations: Veneta fountain area as well as Museo Circle. Total cost \$3,373.55.

### **Fountain Maintenance:**

**Oyster Harbor:** Reimbursement from Egis Insurance has been received \$21,555.00 and is reflected in your financials. This was due to the vault flooding – caused by a power surge/outage causing extensive repairs in March 2022.

**Veneta Fountain:** On October 12<sup>th</sup> Architectural Fountains indicated that one 15hp motor requires replacement due to a lightning strike or power surge. Proposal executed November 15<sup>th</sup> for a cost of \$4,900.00 and provided to Egis Insurance.

**Veneta & Aviamar Fountains:** During the month of November, there was a lightening strike/power surge which caused numerous light outages. The cost to replace all components including junction boxes, light fixtures and housing, as well as all LED lights cost totaled \$38,242.00. Insurance Claim has been submitted to Egis Insurance.