

# **FIDDLER'S CREEK**

**COMMUNITY DEVELOPMENT**

**DISTRICT #2**

**January 24, 2024**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

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

**AGENDA  
LETTER**

# Fiddler's Creek Community Development District #2

## OFFICE OF THE DISTRICT MANAGER

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

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

January 17, 2024

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

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

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #2 will hold a Regular Meeting on January 24, 2024 at 10:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Moment of Silence in Remembrance of Vicki DiNardo
3. Public Comments: Non-Agenda Items *(3 minutes per speaker)*
4. Continued Discussion: Claim Against Fiddler's Creek CDD #1 Regarding Anticipatory Breach of Interlocal Agreement [Traffic Signal Cost Sharing]
  - Consideration of Mediated Settlement Agreement
5. Update: Superior Waterway Services, Inc. Treatment Report *(Andy Nott)*
6. Presentation of Pesky Varmints, LLC Cane Toad Control
  - Consideration of Proposal
7. Health, Safety and Environment Report
  - A. Irrigation and Pressure Washing Efforts
  - B. Security and Safety Update
8. Developer's Report/Update
9. Engineer's Report/Update: *Hole Montes, a Bowman Company*
  - Consideration of Filter Socks Purchase for Protection of Storm Drain Systems
  - Consideration of Napier Sprinkler, Inc. Proposal #e1182 for Lake Erosion Repairs

10. Consideration of Resolution 2024-01, Declaring a Vacancy in Seat 1 on the Board of Supervisors; and Providing an Effective Date
11. Discussion/Consideration: Appointment of Qualified Elector Candidate to Fill Unexpired Term of Seat 1; *Term Expires November 2024*
  - A. Candidates for Vacant Seat
    - I. Sue Leone
    - II. Scott Spitzer
    - III. William Tomazin Jr
  - B. Administration of Oath of Office to Appointed Supervisor
12. Consideration of Resolution 2024-02, Appointing and Removing Officers of the District and Providing for an Effective Date
13. Consideration of Collier Paving & Concrete, Divisions of Southern Striping Solutions, LLC Proposal #23-713 [Chiasso Court Milling and Resurfacing]
14. Discussion/Consideration of Sophistico Floors Corp, D/B/A Sophistico Construction Irrigation Pump House #2 Construction Contract
15. Continued Discussion/Consideration of Replacement of Seventeen (17) Temporary Signs in Aviamar and Veneta with Permanent Decorative Signs
16. Consideration of Resolution 2024-03, Implementing Section 190.006(3), Florida Statutes, and Requesting that Collier County Supervisor of Elections begin Conducting the District's General Elections; Providing for Compensation; Setting forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
17. Acceptance of Unaudited Financial Statements as of December 31, 2023
18. Approval of December 13, 2023 Regular Meeting Minutes
19. Action/Agenda or Completed Items
20. Staff Reports
  - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*

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

- NEXT MEETING DATE: February 28, 2024 at 10:00 AM

- QUORUM CHECK

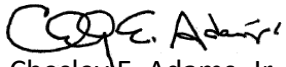
SEAT 1		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	ELLIOT MILLER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	LINDA VIEGAS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<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*

21. 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**

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## MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement (the "Agreement") is made and entered into this 9th day of January, 2024, between Fiddler's Creek Community Development District 2 ("CDD2") and Fiddler's Creek Community Development District 1 ("CDD1") pursuant to a mediation conference which was held on January 9, 2024, with Steven V. Blount as mediator. CDD2 and CDD1 are collectively the "Parties". Elliott Miller appeared as a Board Member on behalf of CDD2. Joseph Schmitt appears as a Board Member on behalf of CDD1.

### **RECITALS**

**WHEREAS** the Parties are Parties to an Interlocal Agreement concerning the cost sharing for the installation of traffic signals benefitting the Fiddler's Creek Community in Naples;

**WHEREAS**, CDD2 entered into a Traffic Signal Agreement and Access Agreement with, among others, HEPFC, LLC ("Halvorsen") whereby Halvorsen agreed to contribute the sum of \$200,000 (the "Halvorsen Payment"), towards CDD2's costs and expenses associated with a warrant analysis, design, permitting and construction/installation of a Traffic Signal located at the intersection of Sandpiper Drive and Tamiami Trail East (the "Traffic Signal");

**WHEREAS**, the Interlocal Agreement provides that CDD2 is obligated to pay the costs for the design, permitting and construction/installation of the Traffic Signal, and that CDD1 is obligated to reimburse CDD2 for one-half of the cost of the design, permitting and construction/installation of the Traffic Signal;

**WHEREAS**, a dispute has arisen between CDD2 and CDD1 concerning whether the Halvorsen Payment shall reduce the payment obligation of CDD1 towards its one-half share of the cost of the design, permitting and construction/installation of the Traffic Signal under the Interlocal Agreement;

**WHEREAS**, CDD2 sued CDD1 for declaratory relief in the Circuit Court of Collier County, Case No. 23-CA-1612 (the "Lawsuit"); and

**WHEREAS** the Parties desire to avoid the inherent costs and uncertainties of the continued litigation of the claims and defenses asserted with the Lawsuit and without any of the Parties admitting any fault or liability on any of the underlying claims in the Lawsuit.

### **TERMS OF AGREEMENT**

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement as if they were set forth herein in full.
2. **Credit of Halvorsen Payment.** The Parties agree that, subject to the provisions of paragraph 3 below, \$25,000 from the Halvorsen Payment shall be credited towards the payment obligations of CDD1 for the Traffic Light under the Interlocal Agreement, so that CDD1's

obligation to reimburse CDD2 for one-half of the cost of the design, permitting and construction/installation of the Traffic Signal shall be reduced by \$25,000.

3. Approval. The Parties understand and acknowledge that, in order to be effective, their respective Board of Supervisors must consider and approve this Agreement at their subsequent Board meetings. Accordingly, the Parties agree to submit the Agreement for Board consideration, in good faith, either at the next Board meeting or the following month.

4. Dismissal. Upon approval by the respective Boards, the parties agree to submit a Stipulation for Entry of an Order of Dismissal of the Lawsuit without prejudice, with each party to bear its own fees and costs and the Court reserving jurisdiction to enforce this Agreement.

5. Attorneys' Fees and Costs. Each of the Parties agrees to bear their own costs and attorneys' fees incurred in or in connection with this dispute through the date of this Agreement. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees from the non-prevailing party, including fees and costs incurred in determining the amount of the award.

6. Facsimiles, Copies and Counterparts. The Parties agree that copies of this Agreement, including facsimiles, electronic transmissions or electronically signed copies, are as binding and enforceable as the original Agreement, and that this Agreement may be executed in counterparts which, when combined, will constitute the entire agreement among the parties.

7. Entire Agreement and Modification. The Parties agree that, upon approval by the respective Boards, Agreement constitutes the entire agreement between the Parties resolving the issues asserted in the Lawsuit, and that this Agreement may not be amended or modified in any way except in a written document signed by all of the Parties. However, the Interlocal Agreement remains in full force and effect and the parties agree to comply with its terms as amended by this Agreement.

8. Future Cooperation. The Parties shall cooperate and execute any additional documents necessary to carry out the intent of the Agreement.

Fiddler's Creek Community  
Development District 2

Fiddler's Creek Community Development  
District 1

By: 

DocuSigned by:  
Joseph K. Schmitt  
0740EABF5D274FA

Elliot Miller, Board Member

Joseph Schmitt, Board Member

  
Ric Reyes, Counsel for CDD2

DocuSigned by:  
SCOTT BEATTY  
0042E6088001440  
Scott Beatty, Counsel for CDD1



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

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**Fiddlers Creek CDD 2  
Treatment Report for December 2023**

Lake #	Work Performed	Target	Treatment Date	Treatment Date	Notes
1	Treated	Tg, Ct, Pr	12.8.23	12.20.23	Overall looks good
2	Treated	Tg		12.20.24	Overall looks good
3	Treated	Tg, Ct, Pr	12.7.23	12.20.25	Overall looks good
4	Treated	Tg, Ct, Pr	12.7.23	12.20.26	Overall looks good
5	Treated	Tg, Ct, Pr	12.7.23	12.20.27	Few weeds on east end
6	Treated	Tg, Ct, Pr	12.7.23	12.20.28	Overall looks good
7A	Inspected				Spotty weeds will treat in Jan
7B	Inspected				Spotty weeds will treat in Jan
7C	Inspected				Spotty weeds will treat in Jan
7D	Inspected				Spotty weeds will treat in Jan
8	Treated	Tg, Ct, Pr	12.8.23		
9	Treated	Tg, Ct, Pr	12.8.23		
23	Treated	Tg	12.1.23		Tg regrowing needs following up treatment in Jan
24	Inspected				
25A	Treated	Tg	12.1.23		Tg regrowing needs following up treatment in Jan
25B	Inspected				
65E	Treated	Tg, Wl, Pr	12.11.23		North side needs follow up treatment for Tg in Jan
65F	Inspected				Overall looks good
65G	Treated	Tg, Pr	12.1.23	12.12.23	
84A	Treated	Tg, Ct, Pr	12.8.23	12.27.23	

Lake #	Work Performed	Target	Treatment Date	Treatment Date	Notes
84B	Treated	Tg, Ct, Pr	12.8.23		Tg regrowing needs following up treatment in Jan
85A	Treated	Tg	12.27.23		Tg regrowing needs following up treatment in Jan
85B	Treated	Tg	12.27.24		Tg regrowing needs following up treatment in Jan
85C	Treated	Tg	12.27.25		Tg regrowing needs following up treatment in Jan
85D	Treated	Tg	12.27.26		Tg regrowing needs following up treatment in Jan
88	Inspected				
89	Inspected				
90	Treated	Tg, Pr	12.12.23	12.19.23	Needs to have dead material cut down/ schedule for week of 1.15.24

Key:

A-Algae, Aw- Alligatorweed, Ct-Cattails, Ch-Chara, Pr-Primerose  
 Tg-Torpedograss, Wl-Water Lettuce



Lake 65 G Over all look good

# SUPERIOR WATERWAY SERVICES, INC.



Lake 65G North end Littorals plants



Lake 90 need material scheduled to be cut the week of Jan 15.

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

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## Cane Toads in SWFL

### Invasive species, invading Florida

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

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

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



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



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

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## Protect your pet against Cane Toads

### Being aware of your surroundings will help save your pets life

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

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

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

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

## Native Toads and Frogs

### Protecting our Native Species

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

Page 2

## The Scoop of the Day

### Control the Population

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

Page 3

## Cane Toad 101

### Frequently asked Q&A's

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

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# Cane Toads VS Native Toads and Frogs

## Protect Florida's native species

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



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

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



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

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



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



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

## The Diet of the Cane Toad

### Learn how Cane toads are harming Florida's ecosystem

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

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

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

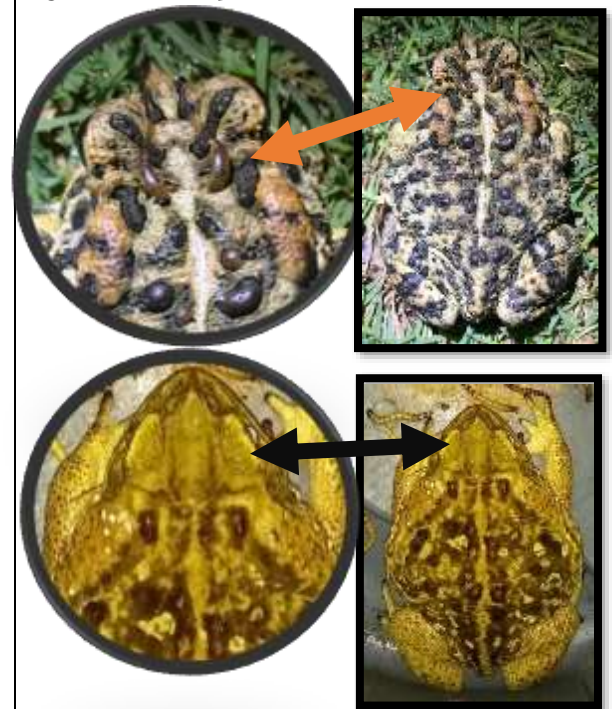
The Cane toads enjoy receiving an easy meal, and no better place for a toad than right underneath a light at night. The exterior lights that are left on at night attracts bugs closer to the home. The bugs will bring in small treefrogs and lizards, which will also attract the Cane toads. By turning off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

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

## Identifying a Cane Toad

### Remove the invasive species

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



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

239-353-PEST (7378)

**The Scoop of the Day**

Helping the ecosystem hop forward



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

The Cane toads have no real predators in the Florida's ecosystem. They reproduce rapidly and the population can easily grow out of control. Being an invasive species, eradication is not a realistic goal.

Controlling the population from all ends of their lifecycle will help to bring their population down to a manageable level. Removing the Cane toad eggs, tadpoles and adult breeder toads will bring the number of Cane toads down, while raising the Southern toad population. Regular removal visits will start to balance out the ecosystem within your community.

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

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

[www.PeskyVarmintsFL.com](http://www.PeskyVarmintsFL.com)

**Removing Eggs and Tadpoles**

Control the population from all lifecycles

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

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



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



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

[www.PeskyVarmintsFL.com](http://www.PeskyVarmintsFL.com)

**Cane Toad Tadpoles VS Native Tadpoles**

Not all tadpoles are bad

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

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

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





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

## Frequently asked Cane Toad Questions

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



Lindsey Floyd, Owner  
Pesky Varmints



Dan Floyd, Owner  
Pesky Varmints

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

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

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

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

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

[www.PeskyVarmintsFL.com](http://www.PeskyVarmintsFL.com)  
239-353-PEST (7378)  
[Info@PeskyVarmintsFL.com](mailto:Info@PeskyVarmintsFL.com)

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



Mike Strauss, Wildlife Specialist  
For Pesky Varmints



Dan, Mike, and Lindsey  
Removing Pythons from the Everglades

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

**7A**

# CDD 2

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DECEMBER 2023

PRESENTED BY: RYAN HENNESSEY & JOSEPH PARISI

# CDD 2 FOUNDATION CONTRACTED RESPONSIBILITIES

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

# TREE CANOPY TRIMMING

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- Completed trimming palms trees in Veneta area, Sandpiper Drive and Fiddler's Creek Parkway



# IRRIGATION PROJECTED USAGE

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- 20 Programmed Village Satellites
  - Monday, Wednesday & Saturday
  - 9:00 pm – 8:00 am
  - 13 Possible Run Cycles / 3 Rain Hold
- 9 Programmed Common Satellites
  - Tuesday, Thursday & Sunday
  - 13 Possible Run Cycles / 2 Rain Holds
- December Estimated Water Usage Calculation
  - Villages: 9,554,149 Gallons
  - Common: 4,622,950 Gallons
- Total Water Usage in December 2023 was 50,970,659 Gallons.  
Total Water Usage in December 2022 was 59,535,754 Gallons.
- \*Does not account for non-scheduled water usage such as leaks, wet checks, manual runs, battery timers, individual residential timers, and manual Toro clocks.



# IRRIGATION REPORT

The irrigation manager found these problems in the month of December



## I-15 Varenna/Laguna & I-27 FCP North

12/16/23- The satellite failed to communicate. Came in on Sunday to power radio back on and remotely download information.

# PRESSURE WASHING

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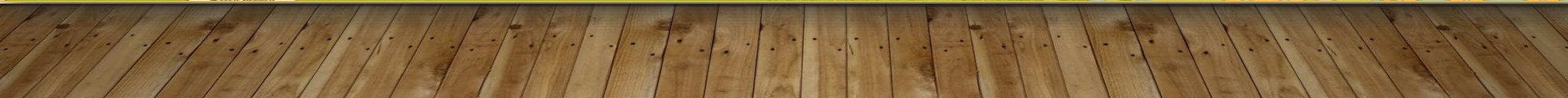
- Past 30 Days:
  - Sandpiper Drive
- Projected Next 30 Days:
  - Finish Sandpiper Drive and begin Championship Drive





# Current Month's Projected Plan

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





Questions?



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

**7B**

# 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®

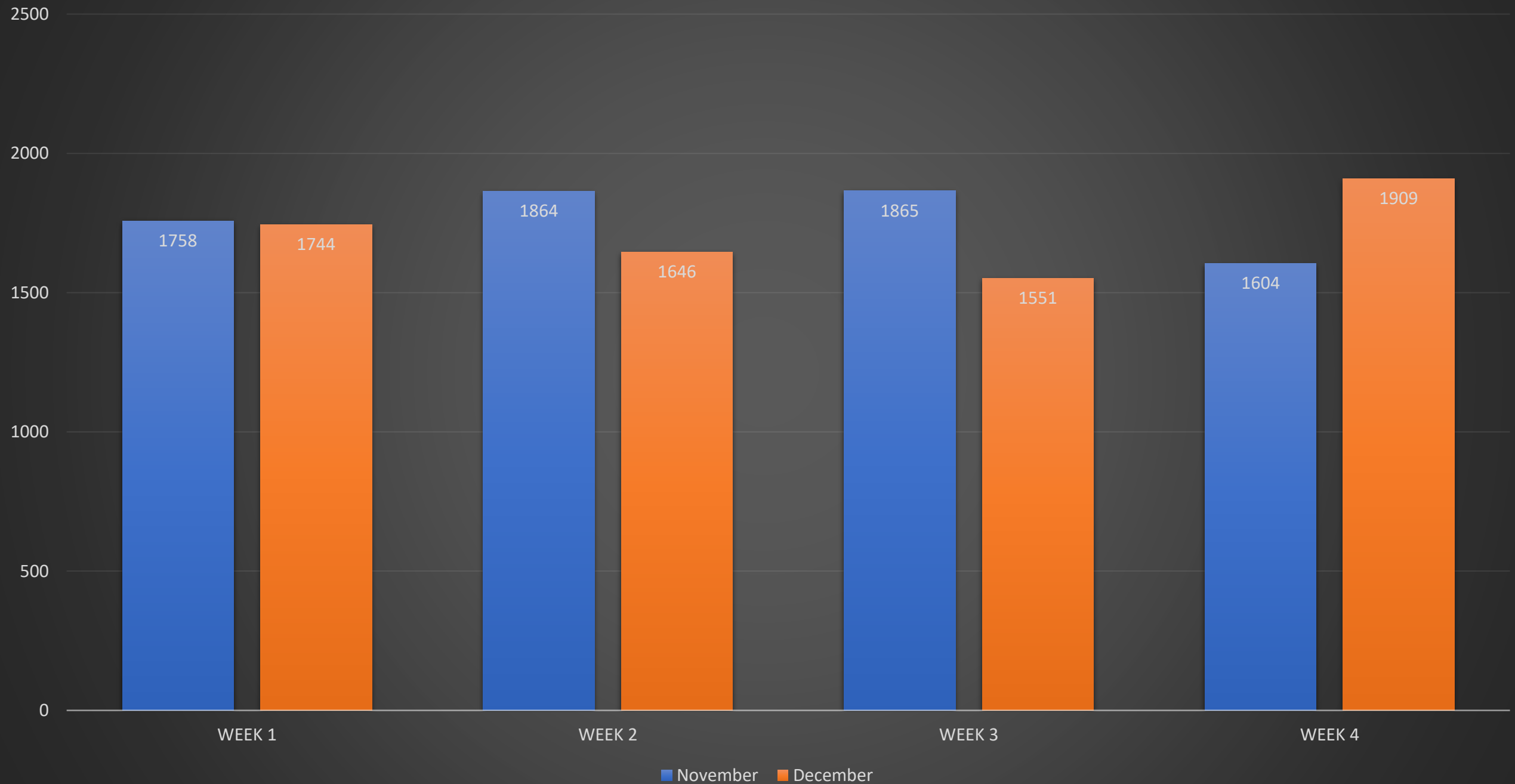
# Gate Access Control

- 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: November 2023-December 2023

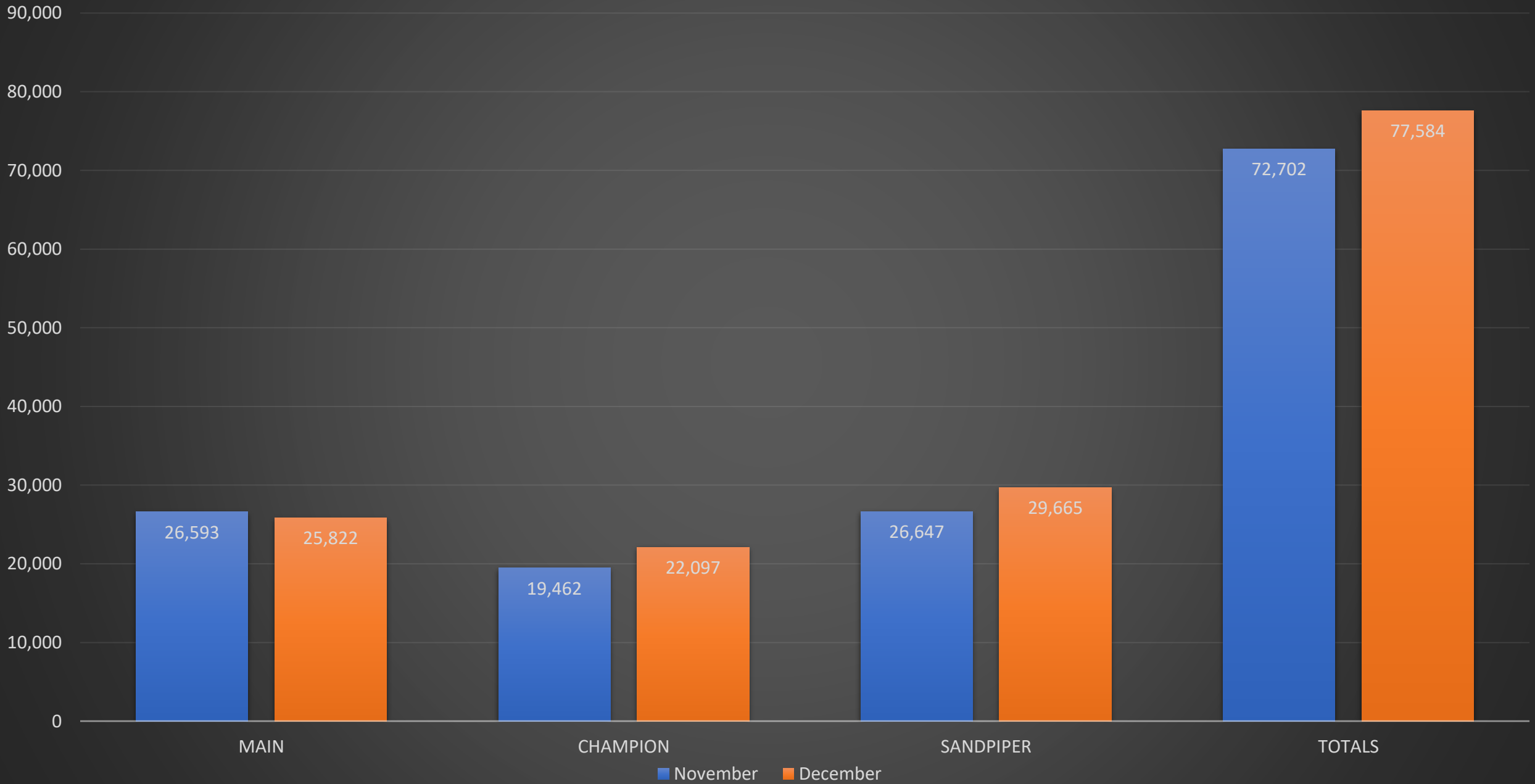


# GATEHOUSES and PATROLS

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

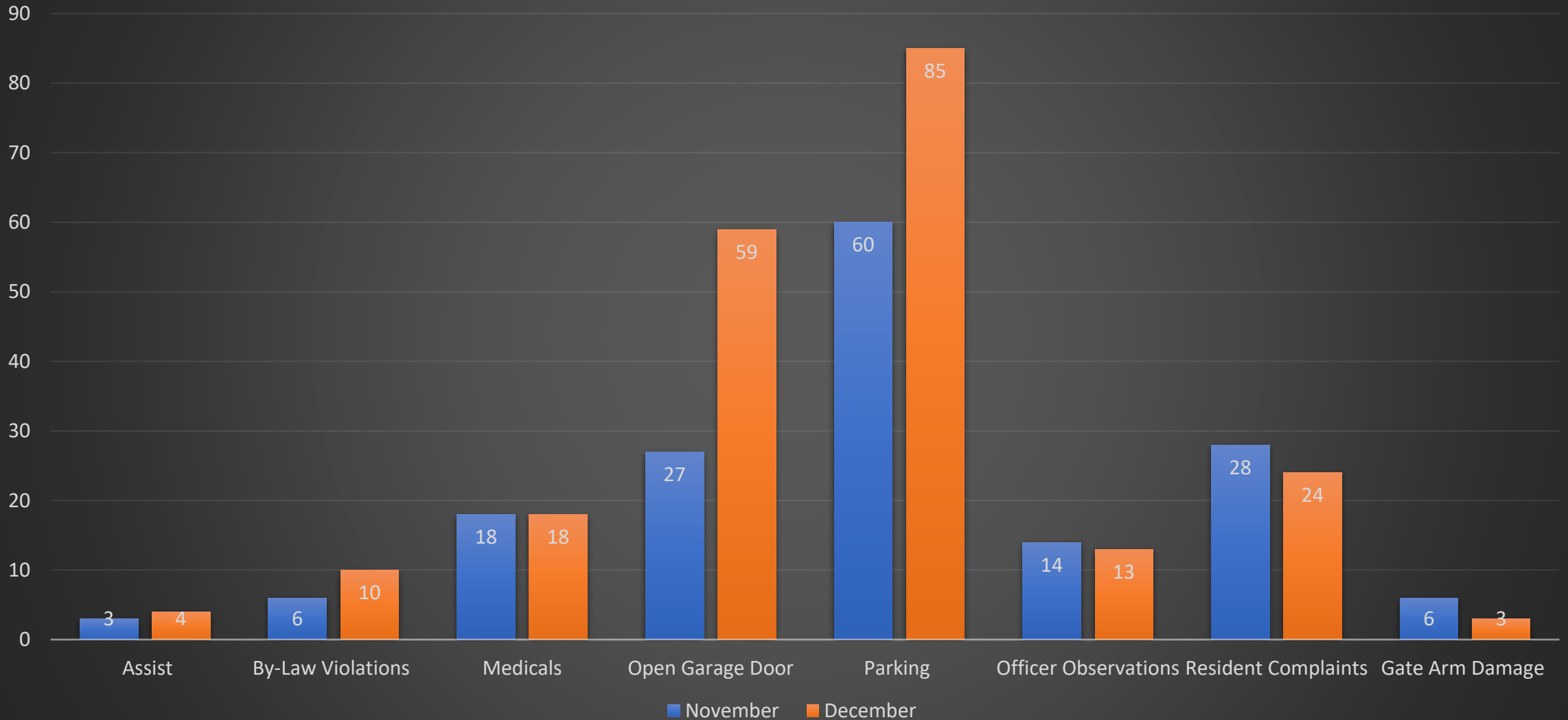


# GATE HOUSE ACTIVITY: November 2023-December 2023





## Incident Reports: November 2023-December 2023



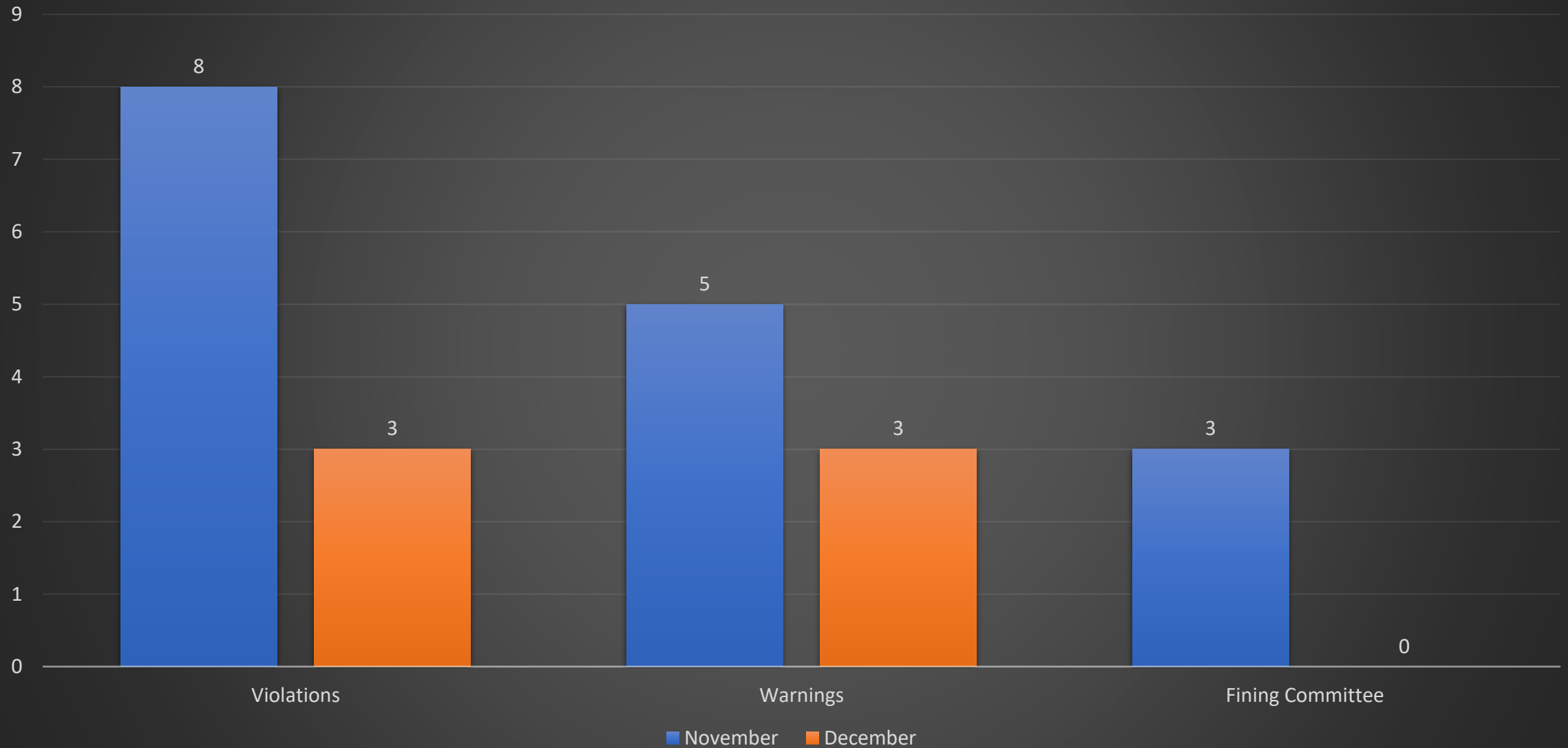
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## SPEED DETECTION and ENFORCEMENT

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



# Traffic Hawk Speeding Violations: November 2023-December 2023



QUESTIONS?

- Thank you



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

**9**

## Gianna Denofrio

---

**From:** Chuck Adams  
**Sent:** Wednesday, January 17, 2024 11:07 AM  
**To:** Terry Cole; Cleo Adams; Gianna Denofrio; Daphne Gillyard  
**Cc:** Joseph Benet; Aaron Haak; Ryan Hennessey; Bob Ferguson  
**Subject:** Re: One additional slide for the CDD meetings

Please add this email under Engineers Report for both FC 1 and 2

Thanks

Chesley 'Chuck' Adams Jr.  
Director of Operations  
**Wrathell, Hunt and Associates, LLC**

(239) 464-7114 (c)

---

**From:** Terry Cole <TerryCole@hmeng.com>  
**Sent:** Wednesday, January 17, 2024 10:11:15 AM  
**To:** Cleo Adams <crismond@whhassociates.com>; Chuck Adams <adamsc@whhassociates.com>  
**Cc:** Joseph Benet <BenetJ@fiddlerscreek.com>; Aaron Haak <HaakA@gulfbay.com>; Ryan Hennessey <HennesseyR@fiddlerscreek.com>; Bob Ferguson <bferguson@bowman.com>  
**Subject:** RE: One additional slide for the CDD meetings

Cleo and Chuck,

Please see the email below regarding obtaining some filter socks to be used for protection of the storm drainage systems. They are needed when we have the occasional water/irrigation main breaks. The cost is \$556.

Could you please add this as an item for the CDD to consider?

### **W. TERRY COLE, P.E.**

Senior Vice President | Hole Montes, a **BOWMAN** company  
950 Encore Way, Naples, FL 34110  
O: (239) 254-2000 | D: (239) 254-2024 | M:239-572-3316

[tcole@bowman.com](mailto:tcole@bowman.com) | [bowman.com](http://bowman.com)



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

Bowman is a national professional services firm offering multi-disciplinary engineering, planning, surveying, geomatics, construction management, environmental consulting, landscape architecture, and right-of-way acquisition. This change provides a strong foundation for us to merge our comprehensive skillsets while offering the same level of commitment to our clients and employees. To learn more, visit [bowman.com](http://bowman.com).

---

**From:** Aaron Haak <HaakA@gulfbay.com>

**Sent:** Wednesday, January 17, 2024 9:26 AM

**To:** Ryan Hennessey <HennesseyR@fiddlerscreek.com>; Terry Cole <TerryCole@hmeng.com>

**Cc:** Joseph Benet <BenetJ@fiddlerscreek.com>

**Subject:** [EXTERNAL] RE: One additional slide for the CDD meetings

Ryan:

Why wouldn't the engineer (Terry Cole or his stand-in) just add this to their report their give every month ? It would be a CDD expense and purchase, not the Foundations.

Terry:

Copying you for your information and consideration on presentation to the CDDs.

Aaron A. Haak, Esq.

Deputy General Counsel

8156 Fiddler's Creek Parkway

Naples, FL 34114

Office (239) 529-6312 Cell (239) 367-3775

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**From:** Ryan Hennessey <[HennesseyR@fiddlerscreek.com](mailto:HennesseyR@fiddlerscreek.com)>

**Sent:** Tuesday, January 16, 2024 3:44 PM

**To:** Aaron Haak <[HaakA@gulfbay.com](mailto:HaakA@gulfbay.com)>

**Cc:** Joe Parisi <[parisij@gulfbay.com](mailto:parisij@gulfbay.com)>; Joseph Benet <[BenetJ@fiddlerscreek.com](mailto:BenetJ@fiddlerscreek.com)>

**Subject:** One additional slide for the CDD meetings

Aaron,

I know you already approved the community service slide for the CDD meeting next Wednesday. However, Bob Ferguson, who works with Terry Cole, mentioned that it would be a good idea if the CDD's purchased some filter socks since they are needed when we have the occasional water main break like we had back in August or the minor one we had in November. Also, Joe brought this issue up as well in a meeting with Jody Benet a few months ago. I was thinking of adding the slide below to the end of the CDD presentations. Let me know if it's OK or not. At the bottom is the cost for four filter socks and a container for them. We could keep them at the pumphouse on Aviamar until we need them.

Ryan





Tap image to zoom.

Product Image Feedback

Compare

## ULTRATECH Filter Sock: Filters Oil, Other Hydrocarbons, 7 in W x 4 in H x 9 ft L

Item 32V030 Mfr. Model 9455

Your Price <sup>i</sup>  
**\$113.01** / each

Qty  
1

**Add to Cart**

Setup Auto Reorder

Ship

Pickup

Expected to arrive **Wed. Jan 17.**

Ship to **34114** | [Change](#)

Shipping Weight **10.79 lbs**

[Ship Availability Terms](#)

[Add to List](#)

[Add to Quote](#)

### Product Details

Catalog Page [1867](#)

Brand **ULTRATECH**

Color **Green**

Composition **Sorb 44 Filler with Polymer Outer Mesh**

Filler Material **Sorb 44**

Filtration Capacity **Oil Capacity: 5.33 gal**

Length **9 ft**

Oil Capacity/EA **5.33 gal**

Oil Capacity/Pack **5.33 gal**

Outer Mesh Material **Polymer**

Outside Skin Material **Polymer**

Product Description

Filter socks prevent contaminated water and debris from reaching storm drains. Socks are placed in front of or around the drain to filter contaminants from water before it reaches the grate. Water flows through the filter while trapping silt and other contaminants.

Product Type **Filter Sock**

Recycled Content (%) **No Recycled Content**

Size **7 in W x 4 in H x 9 ft L**

Sock/Boom Profile **Flat**

Standards **40 CFR 122.26, NPDES, TMDL Requirements**

Substances Filtered **Oil, Other Hydrocarbons**

UV Resistant **Yes**

UNSPSC **47131904**

Country of Origin **USA (subject to change)**

### Compliance & Restrictions

[View the Safety Data Sheet \(SDS\) for this i](#)

### Documents

[UltraTech Ultra Filter Sock Flyer](#)

[UltraTech Ultra Filter Sock Spec Sheet](#)

### Alternate Products <sup>i</sup>

[ULTRATECH Filter Sock: Filters Chemicals/Hydrocarbons, 7 in W x 4 in H x 9 ft L](#)

**Four filter socks and a storage container - \$555.92**

Napier Sprinkler, Inc.

4001 Santa Barbara Blvd

#237

Naples, FL 34104

# Proposal

Date	Proposal #
9/13/2023	e1182

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

			Project
Description	Qty	Cost	Total
CDD2			
Campanile Cir (9558) right Lake 65F			
Rip Rap 6" to 12"	5	185.13	925.65
3x100' roll of gray drainage fabric (per roll)	1	82.88	82.88
Staples	1	25.00	25.00
Machine	1	500.00	500.00
3 Guys per 5 hours	5	180.00	900.00
Campanile Cir (9270) Menaggio Ct behind Lake 65G			
Rip Rap 6" to 12"	9	185.13	1,666.17
3x100' roll of gray drainage fabric (per roll)	2	82.88	165.76
Staples	1	25.00	25.00
Machine	1	800.00	800.00
3 technicians 8 hours	8	180.00	1,440.00
Prep staging area with plywood,remove all material and clean within 24 hours of when job is completed.			
		<b>Total</b>	\$6,530.46

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

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

**10**

**RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2  
DECLARING A VACANCY IN SEAT 1 ON THE BOARD OF  
SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Fiddler’s Creek Community Development District #2 (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, it has come to the attention of the District and the Board of Supervisors that Ms. Victoria DiNardo passed away on December 28, 2023; and

**WHEREAS**, by virtue of the untimely passing of Ms. DiNardo, the Board shall declare Seat 1 vacant; and

**WHEREAS**, a Qualified Elector is to be appointed to the vacant seat; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seat available for appointment as vacant.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE FIDDLER’S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #2:**

**SECTION 1.** Seat 1 is hereby declared vacant effective as of January 24, 2024.

**SECTION 2.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 24th day of January, 2024.

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

---

Chair/Vice Chair, Board of Supervisors

---

Secretary/Assistant Secretary

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

**11AI**

# SUE LEONE

3185 Olympia Lane, Naples FL 34114  
(313) 805-8328

10834 Waterfall Court, South Lyon, MI 48178  
[sueleone999@gmail.com](mailto:sueleone999@gmail.com)

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## RETIRED EXECUTIVE – SUPPLY CHAIN MANAGEMENT QUALITY & MANUFACTURING OPERATIONS

Extensive experience with supply base development from sourcing to launch to continuous improvement. Strong Vehicle manufacturing background with emphasis on robust quality operating systems, lean tools and capacity analysis.

Supplier Quality Development  
Manufacturing Operations  
New Product Launch (APQP/PPAP)  
Leadership Development and Training

Distressed Supplier Management  
Advanced Manufacturing Technologies  
Six Sigma Processes  
Quality Operating Systems

## POST RETIREMENT

**Oyster Harbor Resident Board Director**, Naples, FL (2021 - Present)

**Hidden Lake Board Director**, South Lyon, MI (2021 - Present)

**Hidden Lake Villas President**, South Lyon, MI (2019 - Present)

**Lacasa Center Volunteer**, Howell, MI (2018 - Present)  
Volunteer that helps survivors of child abuse, domestic violence, and sexual assault offering support and shelter for those in need.

## PROFESSIONAL EXPERIENCE

**FORD MOTOR COMPANY**, Dearborn, MI 1992 – 2018

- Executive Global Director, Supplier Technical Assistance (2009 - 2018)  
Responsible for the management of 1200+ engineers in 22 countries to deliver current model and launch supplier quality from 5000+ global sites.
- Americas Director, Supplier Technical Assistance (2001 – 2008)  
Responsible for the management of 650 engineers in 6 countries to deliver current models and launch supplier quality from 1900+ manufacturing sites located in the Americas shipping globally.
- Advanced Manufacturing Director, Assembly and Powertrain Technologies (1999 – 2001)  
Led development of advanced manufacturing technologies in Body Structures, Vehicle Assembly and Powertrain Assembly.

Prior to 1999: Held Production/Maintenance/Launch/Quality management positions in 5 Ford Facilities: Avon Lake, Dearborn Assembly, Dearborn Stamping, Wixom Assembly and Chicago Assembly Plants.

**GENERAL MOTORS**, Warren, MI 1984 – 1991

- Advanced Engineering Staff - Supervisor Manufacturing Engineering (1990 – 1991)  
Responsible for development and installation of body tooling for Impact Electric Vehicle.
- Production Superintendent Body Shop, Tarrytown, NY (1987 – 1989)  
Responsible for production and quality of Econoline vans

## EDUCATION

**MBA Strategic Management**, Pace University  
**BSIE**, Rochester Institute of Technology

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

**1 1 A II**

Dear Cleo:

I am interested in becoming a replacement member of CDD#2. Attached is a copy of my resume.

I am a resident of CDD District #2, and live at 3314 Quilcene Lane.

I've served as a member of the Board of Supervisors of the nearby Winding Cypress Community Development District (CDD) when my wife and I previously lived in Winding Cypress.

I've served as Mayor, an elected member of the Township Committee, and in various civic positions in Bernards Township, NJ, a suburban township of 26,000 residents and 25 square miles.

I've also served as President of the McLean (VA) Citizens Association, a civic group with 500 members, a 40-person Board of Directors and 13 working committees focused on planning and zoning, budget and taxes, environmental, and public safety issues, among others.

I am currently a semi-retired attorney providing legal counsel to emerging growth companies both in the US and Europe, many of whom have state of the art technologies.

Prior to my solo legal practice, I served as General Counsel or in senior legal positions for mid-size (\$150m-\$1.5b) public companies in a wide variety of fields including financial services, high tech medical devices and business process outsourcing. In these roles, I was part of small groups of senior executives providing overall management and direction of the enterprises.

Please let me know that you received this, and if you have any further questions.

Regards,  
Scott Spitzer



## **SCOTT L. SPITZER**

3314 Quilcene Lane, Naples, Florida 33114  
CELL 917 826-3852 EMAIL ScottLSpitzer@gmail.com

### **PAST CIVIC SERVICE**

Board of Supervisors, Winding Cypress Community Development District (Naples, FL).

President, McLean (VA) Citizens Association.  
Chair, Planning & Zoning Committee.

Mayor, Bernards Township (NJ), and elected twice to the governing Township Committee.  
Deputy Mayor, Bernards Township (NJ).  
Chair, Bernards Township (NJ) Planning & Zoning Board.  
Vice Chair, Bernards Township (NJ) Sewerage Authority.  
Member, Golf Course Commission, Shade Tree Commission and Community Pool Committee.

Justice of the Peace, Westport (CT).

### **EMPLOYMENT**

*MANAGING MEMBER, LAW OFFICES OF SCOTT SPITZER LLC,*  
Attorney and advisor for entrepreneurs, small companies and growth companies located in the United States and Europe with new technologies in a wide variety of fields.

*CHIEF EXECUTIVE OFFICER, MANFRA, TORDELLA & BROOKES, INC.*  
CEO of investment grade precious metal wholesale dealer. Its the US affiliate of the MKS PAMP Group, a privately-held precious metal firm located in Geneva, Switzerland with gold refineries in Switzerland and India and affiliates in 12 countries.

*SENIOR VICE PRESIDENT, GENERAL COUNSEL AND CORPORATE SECRETARY, BOWNE & CO., INC. (NYSE: BNE)*  
Chief legal counsel and member of senior management team for a global provider of financial, marketing and business communications and digital content management software and services.

*VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY, VITAL SIGNS, INC. (NASDAQ: VITL)*  
Chief legal counsel for a developer, manufacturer, and distributor of medical products in the anesthesia, respiratory care and sleep therapy markets.

*SENIOR DIRECTOR AND SENIOR COUNSEL, U.S. SURGICAL CORP. (NYSE: USS),*  
Managed commercial and corporate legal affairs for a developer, manufacturer, and distributor of advanced surgical and other medical products. Negotiated licenses and agreements with corporations, universities, and medical centers.

*VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY, BALFOUR MACLAINE CORP.*  
(formerly KAY JEWELERS) (AMEX: KAY)

Chief legal officer for a company engaged in international commodities trading and commodity brokerage and trading advisory services, and large retail jewelry chain (Kay Jewelers).

*ASSISTANT VICE PRESIDENT, THE FIRST BOSTON CORPORATION*

Managed compliance function for corporate bonds, and mortgage-backed securities for an international investment banking and financial services firm in partnership with Credit Suisse.

*SENIOR COUNSEL, AMERICAN STOCK EXCHANGE*

Corporate and commercial legal support for operations and IT departments.

*ASSOCIATE ATTORNEY, SOLINGER & GORDON*

Corporate, commercial, securities and litigation practice for US and foreign clients.

## **EDUCATION**

Cornell University Law School, Ithaca, NY, Juris Doctor, Corporate Law

Cornell University Graduate School of Business and Public Administration, Ithaca, NY, MPA,  
Accounting

U.S. Environmental Protection Agency Water Pollution Fellowship (2 years)

Lafayette College, Easton, PA, AB, Government & Law, Magna Cum Laude, Phi Beta Kappa,  
Honors Thesis in Government

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

**1 1 A IIII**

# **William Tomazin Jr**

## **Biography, Background and Experience**



# Executive Summary

Bill Tomazin is a retired senior executive with KPMG LLP. Bill served KPMG's Audit Practice for over 38 years in several leadership roles involving client service, core operations, strategy & transformation, and business development.

Bill served as the National Managing Partner of Operations of KPMG's U.S. Audit practice. In this role, he served as the Chief Operating Officer for a \$3.5 billion professional services business that included over 9,000 U.S. employees and shared service operations that included over 2,000 employees abroad.

# Background

Resident of Warrenville, Illinois and Naples, Florida

## Academic background

- ✓ DePaul University, Bachelors of Science in Accounting
- ✓ DePaul University, Masters in Accountancy
- ✓ Kellogg Business School, CEO Perspectives Program
- ✓ Elijah Watt Sells Certified Public Accountant

## Current and previous professional associations and boards

- ✓ Member, American Institute of Certified Public Accountants
- ✓ Member, Illinois CPA Society
- ✓ Member, National Association of Real Estate Investment Trusts
- ✓ Member, National Council of Real Estate Investment Fiduciaries
- ✓ Board Member & Treasurer, National Association of Corporate Directors, Chicago Chapter
- ✓ Board Member, Chicago Shakespeare Theater

## KPMG Responsibilities

- ✓ National Managing Partner of Audit Operations
- ✓ West Region Audit Managing Partner
- ✓ Managing Partner of National Audit Solutions
- ✓ Audit Market Development Leader
- ✓ Chicago Metro Audit Partner In-charge
- ✓ Global Lead Audit Partner
- ✓ SEC Reviewing Partner

# Summary of Roles & Experience

## Client Service Experience

Bill served as a Global Lead Audit Partner (GLAP) as well as SEC Reviewing Partner (SECRP) for over 25 years on several of KPMG's largest global audit clients, both public and private.

As a GLAP, Bill was responsible for the overall conduct of the audit, including managing relationships with the C-Suite, the Board and Audit Committee, as well as the signing of KPMG's opinions on the financial statements and system of internal control.

As SECRP, he served as a concurring partner providing quality control over the audit process on public registrants and specializing in SEC reporting and compliance matters.

In both roles, Bill dealt with the most complex financial reporting and internal control matters.

As an Account Executive, Bill served a variety of clients and was responsible for KPMG's overall relationship and service levels with the goal of ensuring an exceptional client experience.

## Areas of Experience and Expertise

- ✓ Initial Public Offerings
- ✓ Other public filing matters, including initial public offerings and all other '33 Act and '34 Act filings
- ✓ Financial reporting and disclosures
- ✓ Mergers, acquisitions and business combinations
- ✓ Debt and equity offerings
- ✓ Accounting principles and practices
- ✓ Audit standards and practices
- ✓ Design and implementation of internal controls over financial reporting
- ✓ Assessment and remediation of significant internal control deficiencies
- ✓ Corporate governance matters

## Industry Experience

- ✓ Professional & Business Services
- ✓ Real Estate, REITs, Real Estate Funds, Construction and Hospitality
- ✓ Asset Management
- ✓ Technology
- ✓ Aviation Services

# Summary of Roles & Experience

(Continued)

## Business Operations

From 2008 through 2022, Bill served in several operational roles with overall responsibilities for the core operations of the business including growth, service delivery, customer relationships, overall resources, and operating, financial and compliance matters

These roles began as the Partner in-charge of the Chicago Metro audit business. Subsequently, he served as the Regional Managing Partner for the west region. Finally, Bill served as National Managing Partner of Operations.

In the National Managing Partner role, Bill was responsible for overall operating and financial oversight of the business. In this role, he also participated in overall firmwide matters as part of KPMG's U.S. management committee.

## Responsibilities and Experience

- ✓ Core operations, including revenue growth, service delivery, business development, and customer experience
- ✓ Shared service operations
- ✓ Financial operations and results
- ✓ Talent acquisition
- ✓ Resource deployment
- ✓ Human resources
- ✓ Technology
- ✓ System of Internal control
- ✓ Ethics & compliance
- ✓ Enterprise risk management
- ✓ Global operating matters.



# Summary of Roles & Experience

(Continued)

## Strategy & Transformation

As Market Development Leader, Bill was responsible for the overall Audit growth and client service strategies, including development and deployment of business development and customer relationship programs.

As Managing Partner of National Audit Solutions, Bill was also responsible for the transformation of the Audit service delivery model. This included the deployment of data and analytic capabilities as well as the development and expansion of shared service capabilities. These transformation initiatives also involved the deployment of major technology systems, data strategies and data governance.

In his most recent role as National Managing Partner of Operations, Bill was responsible for the deployment and scaling of all transformational activities across the business (front, middle and back office).

## Responsibilities and Experience

- ✓ Innovation and transformation strategy
- ✓ Enabling technologies
- ✓ Data strategy and governance
- ✓ Shared service strategy
- ✓ Business development
- ✓ Customer relationship management
- ✓ Business process re-design and optimization
- ✓ Deployment and change management

# Summary of Roles & Experience

(Continued)

## Other Relevant Experiences

As a member of KPMG leadership, Bill was fully engaged in diversity, equity and inclusion initiatives. This included developing and deploying strategies around attracting, retaining and advancing diverse talent.

Bill also served on the board of the Chicago Chapter of the National Association of Corporate Directors as well as KPMG's Chicago leader of its' Audit Committee Institute. In each of these roles, Bill participated in programs to build awareness and relevant thought leadership around emerging issues that face Boards and Audit Committees.

Lastly, Bill has been a leader in community service, with a particular focus on literacy and education. For over a decade, Bill and his spouse were the Chicago co-leaders of KPMG's Family for Literacy, with a mission of advancing literacy in the most under-served areas in Chicago. Bill also served as the chair of the education committee of the board of the Chicago Shakespeare Theater, helping to advance the world class education programs at the theater.



## Contact Information

William Tomazin Jr

35403 Saddle Ridge Court  
Warrenville, Illinois 60555  
and

9294 Chiasso Cove Ct  
Naples, Florida 34114

Mobile 312-925-1462

Email [wtomazinjr@gmail.com](mailto:wtomazinjr@gmail.com)

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

**12**

**RESOLUTION 2024-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Fiddler’s Creek Community Development District #2 (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District’s Board of Supervisors desires to appoint and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 THAT:**

**SECTION 1.** The following is/are appointed as Officer(s) of the District effective January 24, 2024:

\_\_\_\_\_ is appointed Chair

\_\_\_\_\_ is appointed Vice Chair

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of January 24, 2024:

Victoria DiNardo                      Vice Chair

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Chesley "Chuck" Adams is Secretary

Craig Wrathell is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED THIS 24TH DAY OF JANUARY, 2024.**

ATTEST:

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

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

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

**13**



Divisions of Southern Striping Solutions, LLC.

239.591.5903 office  
 239.719.7087 cell  
 239.280.0762 fax  
[www.collierpave.com](http://www.collierpave.com)

# PROPOSAL

Date: 11/9/2023  
 Estimate #: 23-713  
 Project: Fiddlers Creek CDD 2 (Chiasso Court milling and resurfacing).  
 Contractor: Cleo Adams - District Manager - Wrathell, Hunt & Associates, LLC  
 Location: Chiasso Ct. Naples  
 Scope: Concrete, Milling, Paving, Striping

Item No.	Description	Quantity	Unit	Unit Price	Extension
	Mobilization, General Conditions	1	LS	\$ 2,463.00	\$ 2,463.00
	Demo & Replace 3' Valley Gutter at Inlets	40	LF	\$ 151.32	\$ 6,052.80
	Mill Existing Asphalt, 0.75"	1400	SY	\$ 7.20	\$ 10,080.00
	Pave Asphalt Type S-III, 0.75"	1400	SY	\$ 12.90	\$ 18,062.80
	Pavement Markings Per Existing	1	LS	\$ 450.00	\$ 450.00
				<b>Total:</b>	<b>\$ 37,108.60</b>

## TERMS AND CONDITIONS

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

\_\_\_\_\_  
 Eddie Rey  
 Estimator/Project Manager

Date of Acceptance \_\_\_\_\_  
 by: \_\_\_\_\_





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

**14**

**CONSTRUCTION CONTRACT**  
[Irrigation Pump House #2]

THIS CONSTRUCTION CONTRACT (hereinafter referred to as "Contract" or "Agreement") is made this \_\_\_\_\_ day of January, 2024 (the "Effective Date") by and between FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 and FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2, hereinafter collectively referred to as "District," and SOPHISTICO FLOORS CORP, a Florida Corporation D/B/A/ SOPHISTICO CONSTRUCTION, hereinafter called "Contractor."

WITNESSETH: For and in consideration of the mutual covenants herein set forth, the parties agree as follows:

WITNESSETH- That the Contractor and the District, for the consideration hereinafter named, agree as follows:

ARTICLE I. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all the work ("Work") described in the specifications entitled "IRRIGATION PUMP HOUSE #2 ROOF REPLACEMENT AT FIDDLERS CREEK" (**Exhibit "A"**, the "Specifications"), and shall fully complete everything required by this Agreement and the Contract Documents to the satisfaction of the District using professionally accepted means and methods. The Contract Documents consist of this Contract (and any amendments, addendums and Change Orders), the Specifications and the Bid Price. Contractor shall provide all materials, equipment and labor required and/or inferred to completely and competently perform the Work as identified in the Specifications and the Contract Documents. District designates the District's District Engineer, Hole Montes, a BOWMAN Company, ATTN: Terry Cole, P.E., as the District's Representative and person responsible to administer the Contract on behalf of the District e reserving the right to designate any other party and if another party is so designated, District will notify the Contractor in writing.

ARTICLE 2. CONTRACT TERM AND COMMENCEMENT – This Contract shall commence on the Effective Date. The Contractor will be required to commence work under this Contract on the date(s) specified in a Notice To Proceed or Task Order ("Task Order") issued by the District Manager or the District's Representative. Time is of the essence to this Agreement.

ARTICLE 3. THE CONTRACT PRICE – The District will periodically pay the Contractor in lawful money of the United States for the faithful, timely and satisfactory performance of the Contract and the Work, subject to additions and deductions provided herein or in written Change Orders, and as provided for in the Contract Documents, the total amount of: \$167,589.00; said amount being the amount as listed on the Contractor's Estimate No. 1060 11/27/2023 ("Bid Price"), attached hereto as **Exhibit "B"**.

ARTICLE 4 PAYMENTS.

4.1. All payments to Contractor and all payment procedures are subject to the provisions of the Florida Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (the "Prompt Payment Act", including Section 218.735, Florida Statutes).

Contractor shall submit to the District's Representative on or about the 30th day of each month, Contractor's request for payment in accordance with the Contract Documents. All requests for payment will be processed as provided In the Prompt Payment Act. The due date for payment by District for a proper invoice is governed by this Agreement and the Prompt Payment Act.

4.2. Provided that the Contractor is in full compliance with the terms and conditions of the Contract Documents, including this Agreement, along with all permits and development orders for the Work; has properly, timely and competently performed the Work in accordance with the Specifications, and all permits and development orders for the Work; and has delivered evidence satisfactory to the District and the District's Representative that all laborers, vendors, subcontractors, materialmen and other expenses and indebtedness have been paid; and further provided that the Contractor timely submits complete and detailed request for payment and reports and materials to District and the District's Representative, the District will make payments for work properly, timely and competently performed. Upon completion of all of the Work as outlined herein, the Contractor shall certify the same in writing to the District and shall submit a detailed request for payment to the District. Thereafter the District shall inspect the Work and review the request for payment. Payment will be made only after the District determines that: A. all of the Work as outlined and required herein has been performed to the satisfaction of the District and the District's Representative, in strict compliance with this Contract, the Contract Documents, the Specifications and all permits and development orders for the Work; and, B. the request for payment is in conformance with this Contract. The request for payment shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

4.2. The Contractor shall promptly correct any defaults as noticed by District and the District's Representative and correct all work condemned by the District or the District's Representative as failing to conform to the Contract and shall promptly re-execute its own work in accordance with the Contract and without expense to the District. If the Contractor does not cure such defaults or correct such work within the time as fixed by written notice from the District or the District's Representative, the District shall have the right but not the obligation to correct it at the expense of the Contractor and recover the costs and expenses therefor from the Contractor, and if the Contractor does not pay such costs and expenses of such correction within three (3) calendar days after receipt of a statement from the District, the District may, in addition to any other remedies it possesses to recover from the Contractor said monies so expended, deduct an amount equal to the costs and expenses associated with the correction by the District from any payment otherwise properly due the Contractor.

4.3 Contractor warrants that the Work performed and all goods delivered under this Agreement shall be free from any defects in workmanship and material, and shall conform strictly to the Specifications and Contract Documents and Contractor further warrants that all the Work shall be performed using Contractor's best efforts and shall be in conformance with the highest industry standards for workmanship.

ARTICLE 5. THE CONTRACT DOCUMENTS – This Contract/Agreement, the Specifications, including attachments, Bid Price and drawings, collectively the "Contract Documents", form the Contract and they are as fully a part of this Contract as if the same were hereto attached or herein repeated.

ARTICLE 6. TERMINATION - District may terminate this Contract upon 10 calendar days' written notice, at any time prior to the expiration of any term, initial and renewal, with or without cause. The written notice may be transmitted to the Contractor by email, facsimile transmittal, Certified Mail or hand delivery. The 10-day notice shall commence on the day of receipt of said written notice by Contractor.

ARTICLE 7. PUBLIC RECORDS -In addition to any other right or termination that the District possesses, the District shall have the right to unilaterally cancel the Contract for refusal by Contractor or any subcontractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. and made or received by the Contractor in conjunction with the Contract. Upon any failure of Contractor to comply with the provisions set forth in this Article or Florida's public records Laws, the Contractor shall be deemed to have breached a material provision of the Contract, which shall constitute a default and breach of this Agreement, all for which the District may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA'S PUBLIC RECORDS LAWS, INCLUDING CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (877) 276-0889; PHONE: 561-571-0010, EXT. 400; FAX: 561-571-0013; DAPHNE GILLYARD, DIRECTOR OF ADMINISTRATIVE SERVICES, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; GILLYARD@WHHASSOCIATES.COM**

ARTICLE 8. PUBLIC RECORDS FURTHER COMPLIANCE - The Contractor agrees to comply with Florida's public records laws, specifically to:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District
- d. Upon completion of the Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the Work. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records,

in a format that is compatible with the information technology systems of the District.

ARTICLE 9. The District's Representative shall be responsible to apply for, obtain and pay for all permits, approvals or development orders necessary to begin and perform the Work. The Contractor shall provide all the required documents (i.e. truss drawings, etc.) necessary for the application for, and issuance of, all such required permits, approvals or development orders.

ARTICLE 10. The District's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the District.

ARTICLE 11. Unless a contract between Contractor and any subcontractor provides otherwise, the provisions of Section 287.0585, F.S. shall apply as to late payments by Contractor to subcontractors. Any Subcontractor utilized by Contractor shall be the total responsibility of Contractor. Contractor shall have a single contact point for all subcontracted work. All terms and conditions of this Agreement imposing responsibilities and obligations on Contractor shall apply to any and all Subcontractors as if they were the Contractor and the Contractor shall make all Subcontractors aware of and knowledgeable as to the terms, conditions and requirements of this Agreement.

ARTICLE 12. Contractor shall pay all subcontractors, sub-subcontractors, materialmen and suppliers in accordance with the provisions of Section 255.001, F.S.

ARTICLE 13. Contractor warrants and certifies to the District that neither Contractor nor any affiliate of Contractor have been convicted of a public entity crime as such is defined in Section 287.133, F.S.

ARTICLE 14. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this agreement.

ARTICLE 15. All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or may be faxed, as follows:

As to Contractor:

SOPHISTICO FLOORS CORP, a Florida Corporation  
D/B/A/ SOPHISTICO CONSTRUCTION  
Street Address \_\_\_\_\_  
City, State \_\_\_\_\_  
ATTN: \_\_\_\_\_  
Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

As to the District:

Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
ATTN: Chesley Adams, Jr.  
239-464-7114  
adamsc@whhassociates.com

With copies to:

Hole Montes, a BOWMAN Company  
ATTN: Terry Cole, P.E  
950 Encore Way, Suite 200  
Naples, Florida 34110  
239-254-2000  
tcole@bowman.com

WOODWARD, PIRES & LOMBARDO, P.A.  
3200 North Tamiami Trail, Suite 200  
Naples, Florida 34103  
ATTN: Mr. Anthony P. Pires, Jr.;  
239-649-6555  
apires@wpl-legal.com

The above addresses and contact information may be revised upon either party sending written notification to the other party of changes in address or contact information.

ARTICLE 16. Venue and jurisdiction for any litigation arising out of this agreement shall be in the state court of appropriate jurisdiction in Collier County, Florida. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees, including appellate attorney's fees.

ARTICLE 17. MISCELLANEOUS

17.1 This Agreement, and all of the Contract Documents shall supersede any and all agreements, both oral and written, between the Parties with respect to the rendering of services by the Contractor for the District.

17.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision. Any ambiguity or uncertainties in the detailed Proposal and Specifications and in any other Contract Documents shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

17.3 It is distinctly understood and agreed that the approval, and/or acceptance of any part of the Work by the District as in compliance with the terms of this Contract and related Specifications covering said Work, shall not operate as a waiver by the District of the strict compliance with any other terms and conditions of this Agreement and related Specifications not properly or completely performed by the Contractor.

17.4 The rights and remedies of the parties to this Contract shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach. This Agreement

shall be governed and construed in accordance with the laws of the State of Florida.

17.5 No subsequent agreement concerning the service provided shall be effective unless made in writing and executed by authorized representatives of the parties to this Contract.

ARTICLE 18. COMPLIANCE WITH LAWS Contractor shall, at its own expense, obtain, possess and maintain in current and good standing all necessary permits, certificates, certifications and licenses required by any federal, state, county or local codes, laws, ordinances, rules and regulations. Contractor will comply with all applicable state, federal, county, District and local laws, rules, regulations, orders and judicial decisions, including, but not limited to matters regarding occupational health and safety.

ARTICLE 19. DEFECTIVE WORK Within three (3) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repair in a manner acceptable to the District and the District's Representative and in accordance with the requirements of the Contract, the District may cause the unacceptable or defective work to be corrected or authorize such repairs as may be necessary to be made. Any such expense incurred by District in making such corrections or repairs, at the sole and absolute discretion of the District may be paid for out of any monies due or which may become due the Contractor. In addition, any such failure or refusal to timely make such corrections shall be sufficient cause for the District to declare the Contract in default without further notice, upon which the District may terminate the Contract and contract with another contractor to perform the work. All costs and expenses incurred by reason of the Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due Contractor. Any special work performed, as described herein, shall not relieve the Contractor in any way from its responsibility for the work performed by Contractor.

ARTICLE 20. CONTRACT ASSIGNMENT No assignment by the Contractor of this Contract or any part thereof, or any monies due, or to become due thereunder shall be made without prior written approval of the District, which consent may be withheld in the sole and absolute discretion of the District. Any change in 50% or more of the ownership of the Contractor or any change in the control of the Contractor shall be deemed an assignment requiring the prior written approval of the District.

ARTICLE 21. INDEMNIFICATION; PAYMENT AND PERFORMANCE BOND; SAFETY

21.1 Indemnification/Hold Harmless. Contractor assumes liability for and shall indemnify, defend and save harmless District and District's Representative as well as all of their agents, employees, officers, directors, Supervisors, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys' fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of Contractor's presence at the site of the Work for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Site and the condition, operation ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated

and including, without limitation, injury to property or person (including death). This Agreement also obligates Contractor to indemnify and save harmless District and District's Representative for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of Contractor's or their subcontractors at the site of the Work.

Contractor understands and agrees that it is obligated and shall indemnify District, and District's Representative for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of Contractor and its subcontractor, agents, employees, officers, directors, successors and assigns. Contractor's obligation to indemnify and defend District, and District's Representative is absolute, including instances where District and District's Representative are found potentially liable, responsible or at fault and in those instances where District and District's Representative's own negligence or actions caused said damage or injury in part. Notwithstanding the above, Contractor shall not be required to indemnify and defend District or District's Representative for damages found by a Court to have been caused solely by District's or District's Representative's gross negligence or the willful, wanton or intentional misconduct of District or District's Representative or their employees, officers, directors, successors and assigns. Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from District to Contractor as specific consideration for this indemnification.

21.2. No Mechanics and Construction Liens/ Required Payment and Performance Bond. As a matter of law no mechanic's or construction liens may be filed against the District's property and Contractor waives the right to file mechanic's and construction liens, and will indemnify, defend and save harmless District and District's Representative against all claims or liens filed by Contractor, its subcontractors, laborers or material suppliers. Before commencing any work, if required by the District the Contractor shall obtain, execute, record and maintain in good standing (and provide a copy to District) a payment and performance bond with a surety insurer authorized to do business in this state as surety.

21.3 Safety. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Service Agreement. Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration (hereinafter "OSHA") and all applicable laws, statutes, rules, regulations and orders. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work under this Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.; and shall comply with all applicable laws, ordinances, rules and regulations.

## ARTICLE 22. INSURANCE

22.1 Contractor shall provide and maintain during the life of this Agreement, "Worker's Compensation Insurance" for all of its employees performing the Work and in case Work under this Agreement is sublet, the Contractor shall require any subcontractor similarly to provide "Worker's Compensation Insurance" for all of its employees unless said subcontractor employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work performed under this Agreement are not protected under the "Worker's Compensation" Statute, the Contractor



shall provide and shall cause each subcontractor to provide adequate coverage for the protection of its employees not otherwise protected.

22.2 Contractor shall provide and maintain during the life of this Agreement, Insurance that will protect the Contractor and any Subcontractor performing the Work under the Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from Work performed, whether such operations be by the Contractor or by any Subcontractors or by anyone directly or indirectly employed by any of them. The Contractor shall also provide and maintain during the life of this Agreement insurance that will indemnify and hold harmless the District, and its agents, officers, Supervisors, and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of Work performed under this Agreement, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of property, including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act of the Contractor, its employees, agents, officers, or Subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

22.4 The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

22.4.1 WORKERS' COMPENSATION

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

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

22.4.1.2 Notice of Cancellation and/or Restriction - the policy must be endorsed to provide the DISTRICT with not less than thirty (30) days prior written notice of cancellation and/or restriction.

22.4.2 COMMERCIAL GENERAL LIABILITY

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

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

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

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

22.4.3 BUSINESS AUTOMOBILE LIABILITY

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

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

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

22.4.4 CYBER LIABILITY INSURANCE AND DATA BREACH INSURANCE

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

22.4.5 ALL RISK BUILDERS RISK OR INSTALLATION FLOATER (If Applicable)

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

22.4.6 SUBCONTRACTORS

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

22.5 The Contractor agrees that the requested insurance coverages are not intended to and shall not, in any manner, limit or reduce the liabilities and obligations assumed by the Contractor, its agents, employees, subcontractors, etc. District will be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Contractor to meet requirements of this contract. Contractor agrees to waive all rights of subrogation against the District, its agents, departments, officers, employees and volunteers, for losses arising from work performed by Contractor under the terms of this Contract.

Policies will not be canceled, non-renewed or reduced in scope of coverage until at least 30 days prior written notice has been given to the District, and only if substitute equivalent coverage in compliance with this Contract is provided. The District, its agencies, departments, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by Contractor under the terms of this Contract on all policies required (except Workers' compensation).

All such insurance shall be obtained from companies listed and authorized to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance required herein. Insurance provided by out-of-state re-insurers shall not be acceptable.

At the time of execution of this Contract, the Contractor will file with the District Manager certificates of such insurance and endorsements naming the District as an additional insured as required herein, that are acceptable to the District and District Manager.

### ARTICLE 23. E-VERIFICATION

As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. A contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of the Contract. District, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. District, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. A contractor terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the DISTRICT for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that the Contractor is liable for any additional costs incurred by the District as a result of termination of any contract for a violation of this section. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

### ARTICLE 24. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of

Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the District will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The District shall provide notice, in writing, to Contractor of the District's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the District's determination of false certification was made in error then the District shall have the right to terminate the Contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

ARTICLE 25. SITE OF THE WORK.

Having carefully examined this Contract, the Contract Documents, as well as the site of the Work and the conditions affecting the Work outlined pursuant to this Contract, the undersigned Contractor agrees to furnish all services, equipment, labor and materials called for in this Contract and Contract Documents. The parties hereto signing this Contract hereby represent that each is a duly authorized representative with the express authority to enter into this Contract.

Signed, sealed, and delivered in the presence of:

**SOPHISTICO FLOORS CORP, a  
Florida Corporation D/B/A/  
SOPHISTICO CONSTRUCTION**

\_\_\_\_\_  
(Secretary)

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

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

**FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #1**

ATTEST:

BY: \_\_\_\_\_  
Secretary/Asst. Secretary

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

ATTEST:

BY: \_\_\_\_\_  
Secretary/Asst. Secretary

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**EXHIBIT "A"**

TO THE CONSTRUCTION CONTRACT DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024 BETWEEN THE DISTRICT AND THE CONTRACTOR

**SPECIFICATIONS:**

The Contractor will perform the following constructions services under this Contract: Permit, supply, construct and install trusses, plywood, bracing, access hatches, roof system, masonry, stucco, paint and lighting in accordance with the attached plans and specifications titled IRRIGATION PUMP HOUSE #2 ROOF REPLACEMENT AT FIDDLERS CREEK prepared by BC Architects AIA, Inc.. Contractor will also supply dumpsters, portable restroom, on-site supervision, and schedule/oversee electrical contractor.

**GENERAL NOTES**

ALL WORK SHALL BE IN ACCORDANCE WITH THE 7TH EDITION OF THE FLORIDA BUILDING CODE 2020 (WITH LATEST SUPPLEMENTS) AND IN ACCORDANCE WITH ALL APPLICABLE CITY ORDINANCES AND REQUIREMENTS

GENERAL CONTRACTOR SHALL FIELD-VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES FROM THE PLANS PRIOR TO COMMENCEMENT OF CONSTRUCTION COMMENCEMENT OF WORK SHALL NOT CONSTITUTE FULL ACCEPTANCE OF SITE CONDITIONS DO NOT SCALE DRAWINGS

NO DEVIATION FROM THE DRAWINGS AND/OR SPECIFICATIONS IS PERMITTED WITHOUT OBTAINING APPROVAL FROM THE ARCHITECT OR ENGINEER IN THE FORM OF SUPPLEMENTAL SKETCH OR REVISED PERMIT DRAWINGS

GENERAL CONTRACTOR SHALL REFER TO THE INTERIOR ELECTRICAL DRAWINGS AS REQUIRED FOR ANY ADDITIONAL INFORMATION NEEDED TO PROPERLY PROCEED WITH INSTRUCTION OF THE PROJECT

GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL PERMITS AND FEES (INCLUDING BUILDING PERMIT), LICENSES, GOVERNMENTAL APPROVALS, ETC. REQUIRED TO COMPLETE THE PROJECT AND OBTAIN A CERTIFICATE OF OCCUPANCY CONTRACTOR SHALL SUBMIT ANY AND ALL REVISIONS TO PERMIT IN A TIMELY MANNER SO AS NOT TO DELAY THE WORK

GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION AND COORDINATION WITH OTHER TRADES AND THEIR WORK TO ENSURE COMPLIANCE WITH ALL DRAWINGS

QUALIFICATION OF CONTRACTOR THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL BE LICENSED BY THE STATE OF FLORIDA AND BE FULLY QUALIFIED TO PERFORM ALL WORK SHALL BE PERFORMED BY QUALIFIED CONTRACTORS IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND INSTALLATION RECOMMENDATIONS

PROTECTION THE CONTRACTOR SHALL PROTECT ADJACENT PARTS OF EXISTING BUILDINGS FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION AND BE LIABLE FOR DAMAGE IF APPLICABLE CONTRACTOR SHALL SUBMIT PRE-CONSTRUCTION PHOTOGRAPHS DETAILING EXISTING CONDITIONS AND RESTORE TO THE SAME

GENERAL CONTRACTOR SHALL REVIEW AND APPROVE ALL SHOP DRAWINGS PRIOR TO SUBMITTING FOR THE ARCHITECT'S REVIEW THE CONTRACTOR IS TO SUBMIT SHOP DRAWINGS OF ALL SHOP FABRICATED ITEMS TO THE ARCHITECT FOR REVIEW PRIOR TO FABRICATION ARCHITECT SHALL HAVE AT LEAST TEN (10) WORKING DAYS TO REVIEW

WORKMANSHIP ALL MATERIALS AND EQUIPMENT SPECIFIED SHALL BE NEW AND ALL WORKMANSHIP SHALL BE FIRST CLASS FOLLOWING THE MANUFACTURER'S SPECIFICATIONS ALONG WITH THE BEST TRADE PRACTICES AND STANDARDS

GENERAL CONTRACTOR SHALL FURNISH ALL LABOR MATERIALS AND EQUIPMENT (UNLESS OTHERWISE NOTED) REQUIRED FOR THE COMPLETION OF THE JOB IN ACCORDANCE WITH THESE DRAWINGS

**INDEX OF DRAWINGS**

**ARCHITECTURAL**

NUMBER	NAME	SCALE
A0 00	PROJECT DATA AND PROJECT LOCATION	AS NOTED
A1 01	DEMOLITION PLAN, FLOOR PLAN AND ROOF PLAN	1/4" = 1'-0"
A1 02	ELEVATIONS	1/4" = 1'-0"
A1 03	DETAILS	AS NOTED

**STRUCTURE**

NUMBER	NAME	SCALE
S-0 0	GENERAL NOTES	N T S
S-0 1	ROOF FRAMING PLAN	1/4" = 1'-0"
S-0 5	WIND PRESSURES ELEVATION	1/4" = 1'-0"
S-0 6	ROOF WIND LOAD PLAN	1/4" = 1'-0"
S-0 7	TYPICAL DETAILS AND SCHEDULES	N T S

**ELECTRICAL**

NUMBER	NAME	SCALE
ME1 01	ELECTRICAL PLAN	1/4" = 1'-0"
ME1 02	GENERAL NOTES, DETAILS, RISER DIAGRAMS, PANELS & SCHEDULES	N T S

**LOCATION PLAN** SCALE: N T S



BUILDING LOCATION



BC ARCHITECTS AIA, INC  
75 VALENCIA AVENUE SUITE 10  
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Tel. 305.883.8182  
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OWNER: FIDDLER'S CREEK CDD#2  
DISTRICT MANAGER: WHATFIELD, HUNT & ASSOCIATES, LLC  
8228 BONITA BEACH ROAD  
SUITE 8014  
BONITA SPRING, FL 34135

IRRIGATION PUMP HOUSE #2  
ROOF REPLACEMENT  
AT FIDDLER'S CREEK  
9152 Fiddler's Creek Pkwy, Naples, FL 34114

**PROJECT DATA**

WORK CLASSIFICATION	ALTERATION
OCCUPANCY CLASSIFICATION	UTILITY AND MISCELLANEOUS GROUP U (FBC SECTION 312)
PROPOSED USE	BUSINESS
CONSTRUCTION TYPE	TYPE II B
EXISTING AREA	965 Sq Ft (GROSS)
GOVERNING AGENCY	COLLIER COUNTY, FL

**SCOPE OF WORK**

EXISTING CBS 1-STORY BUILDING TO REMAIN. ROOF TO BE REPLACED. THE SCOPE INCLUDES BUT IS NOT LIMITED TO:

- NEW PRE-FABRICATED WOOD TRUSSES
- NEW ROOF PLYWOOD DECK
- NEW ROOF FINISH PER THE ROOF PLAN
- PROVIDE NEW ALUM. ROOF HATCHES
- REPLACED INTERIOR LIGHTING

PUMP EQUIPMENT, CONTROL, WELL AND PIPING BY OTHERS

**NOTES**

STRUCTURES UNDERGOING CONSTRUCTION, ALTERATION, OR DEMOLITION OPERATIONS, INCLUDING THOSE IN UNDERGROUND LOCATIONS, SHALL COMPLY WITH NFPA 241 AND FFPC CHAPTER 16 SAFEGUARDS DURING BUILDING CONSTRUCTION, ALTERATION, AND DEMOLITION OPERATIONS

**GALVANIZING**

METAL ACCESSORIES FOR USE IN EXTERIOR WALL CONSTRUCTION AND NOT DIRECTLY EXPOSED TO WEATHER SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A 153, CLASS B-2. METAL PLATE CONNECTORS, SCREWS, BOLTS AND NAILS EXPOSED DIRECTLY TO WEATHER SHALL BE STAINLESS STEEL OR HOT DIP GALVANIZED

**PROJECT DESIGN TEAM**



ARCHITECT OF RECORD  
ARCHITECTS AIA, INC

1000 Valencia Ave. Suite 1000  
Miami, FL 33134  
305.663.8182



STRUCTURAL ENGINEER

YOUSSEF HACHEM  
CONSULTING ENGINEERING

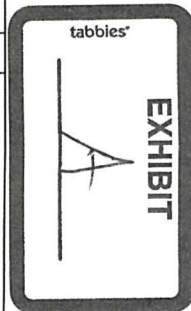
99 NW 27 Avenue  
Miami, FL 33125  
305.959.9423



MEP ENGINEER

TWR ENGINEERING

12915 SW 132 Street  
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Miami, FL 33186  
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SIGNEL  
VANESSA A. JIMENEZ  
FLORIDA ARCHITECT

ISSUE RECORD:  
07 / 31 / 2023  
PERMIT SET

BCA Comm Num: 2301 00 Checked: CV

Scale: Datum

SHEET TITLE  
PROJECT DATA  
INDEX OF DRAWINGS  
LOCATION PLAN

SHEET No. **A0.00**

TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.

**GENERAL NOTES**

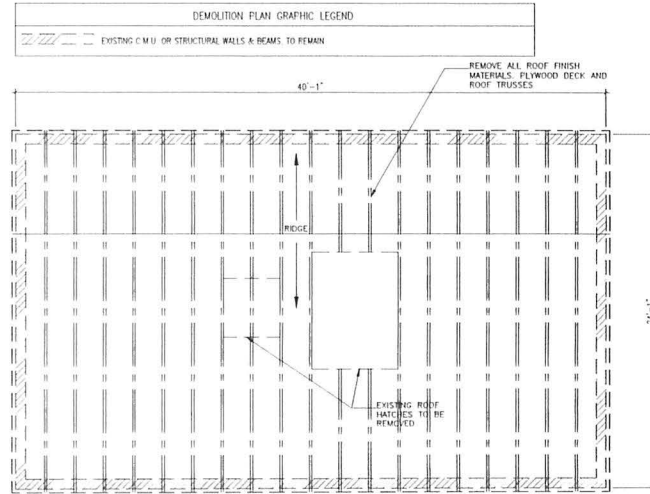
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT OR ENGINEER IF ANY DISCREPANCIES ARE ENCOUNTERED BEFORE PROCEEDING WITH THE WORK INVOLVED.
- ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT AND ENGINEER FOR DESIGN PERFORMANCE ONLY.
- BIIDER MUST REVIEW ALL PLANS WITH ENGINEER PRIOR TO BEGING WORK. ARCHITECT SHALL ASSUME NO RESPONSIBILITY WHEN BIIDER HAS NOT VIEWED THE NATURE OF THE WORK. IF DOUBT EXISTS IN THE MIND OF THE BIIDER AS THE TRUE MEANING OF ANY PART OF THE CONTRACT DOCUMENTS, HE MUST REQUEST THIS INFORMATION IN WRITING. ARCHITECT OR ENGINEER SHALL RESPOND TO ANY BIIDER'S IN LETTER FORM.
- ALL SUBCONTRACTORS MUST HAVE PROPER EVIDENCE OF LIABILITY INSURANCE LOCAL LICENSE, UNLESS OTHERWISE SPECIFIED.
- ALL WORK SHALL BE GUARANTEED BY CONTRACTOR OR SUBCONTRACTOR FOR ONE YEAR AGAINST FAULTY MATERIALS AND/OR POOR WORKMANSHIP.
- ALL CONTRACTORS AND SUBCONTRACTORS SHALL HOLD HARMLESS THE OWNER, ARCHITECT, AND ENGINEERS FOR ANY PERSONAL INJURY OR DAMAGE TO THE JOB OR TO ADJACENT PROPERTIES.
- CONTRACTOR SHALL PAY ALL APPLICABLE TAX, SALES TAXES, AND PERMITS FEES.
- SUBSTITUTIONS MUST BE REVIEWED AND APPROVED BY ARCHITECT OR ENGINEER.
- CONTRACTOR AND SUBCONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING HIS OPERATION AND CORRECT ANY DAMAGE DUE TO HIS WORK. WASTE PROJECT IS UNDER CONSTRUCTION.
- CONTRACTOR AND SUBCONTRACTOR SHALL COMPLY WITH THE F.P.C. (OSHA) AND LOCAL LAWS.
- IF ANY CHANGES AND/OR DEVIATIONS ARE MADE TO THESE PLANS WITHOUT THE WRITTEN AUTHORIZATION OF THE ENGINEER, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR SUCH CHANGES AND/OR DEVIATIONS.
- IF DURING THE COURSE OF CONSTRUCTION ANY DEVIATIONS ARE MADE AT THE FIELD, AGAIN THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR SUCH DEVIATIONS.
- THE ARCHITECT DOES NOT HAVE ANY FIELD SUPERVISION NOR CONSTRUCTION ADMINISTRATION DUTIES ON THIS PROJECT.
- ALL DESIGNS AND DRAWINGS HEREIN AND PRINTS ISSUED BY THE ARCHITECT AND ENGINEERS ARE THE PROPERTY OF SUCH PROFESSIONALS AND SHALL NOT BE REPRODUCED IN ANY OTHER LOCATION EXCEPT THE ONE FOR WHICH THEY WERE EXPRESSLY DESIGNED. IF THESE DRAWINGS OR ANY PART THEREOF ARE REPRODUCED WITHOUT THE CONSENT OF THE ARCHITECT OR ENGINEER, THE PERSON SO DOING WILL BE HELD TO THE ARCHITECT OR ENGINEER FOR HIS FULL COMMISSION.

**DEMOLITION GENERAL NOTES**

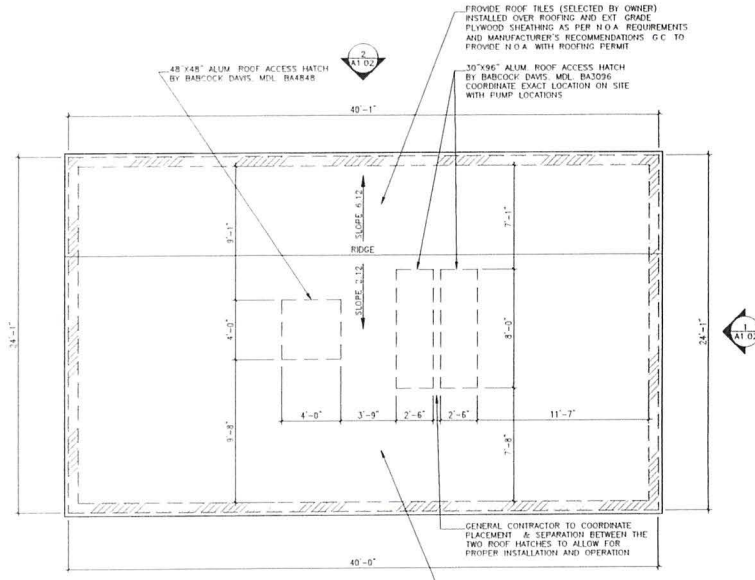
- OWNER SHALL NOT AUTHORIZE ANY IMPROVEMENT AND/OR DEMOLITION WORK UNTIL PERMIT IS SECURED FROM AGENCIES HAVING JURISDICTION.
- DEMOLITION CONTRACTOR SHALL COMPLY WITH THE 2020 F.P.C. AND ALL APPLICABLE LOCAL STATE & FEDERAL REGULATIONS.
- REMOVE EXISTING ELECTRICAL OUTLETS, LIGHTING, CONDANTS, ETC. THROUGHOUT UNDERGO OF TRUSSES BEING REMOVED.
- COORDINATE ALL DEMOLITION AND/OR CONSTRUCTION PLANS FOR PHASING PURPOSES.
- PROPER DISPOSAL OF ALL WASTE MATERIALS SHALL BE BY THE GENERAL CONTRACTOR. FOR ALL INDIVIDUAL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR PROPER DISPOSAL OF WASTE MATERIALS DUE TO THEIR RESPECTIVE ACTIVITIES.
- ON SITE VERIFICATION OF ALL DIMENSIONS AND CONDITIONS SHALL BE RESPONSIBILITY OF THE CONTRACTOR. ALL NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT AT ONCE BEFORE PROCEEDING.

**DEMOLITION SCOPE**

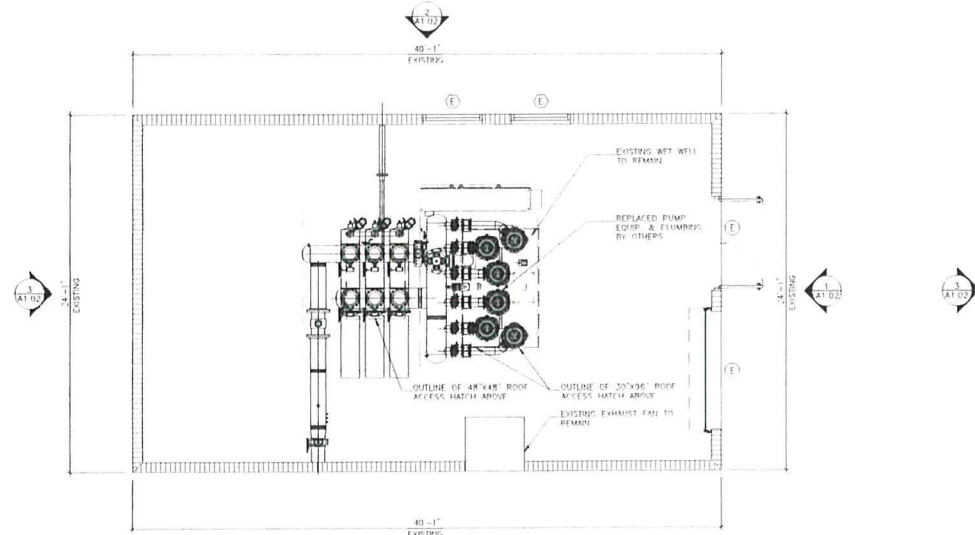
- C.M.U. WALLS, BOND BEAMS AND CONCRETE SLAB ARE EXISTING TO REMAIN.
- GENERAL CONTRACTOR TO REMOVE ALL EXISTING ROOF FINISHES, EXISTING FLYWOOD DECK, EXISTING ROOF TRUSSES AND EXISTING ROOF HATCHES TO ALLOW FOR REMOVAL OF EXISTING PUMPS AND PUMP EQUIPMENT REMOVAL OF AND REINSTALLMENT OF PUMPS IS BY SPECIALTY CONTRACTOR.
- ALL EXISTING ACCESS DOORS AND ROLL UP DOORS ARE EXISTING TO REMAIN.
- ALL ELECTRICAL OUTLETS, LIGHTING, CONDANTS, ETC. INSTALLED ALONG THE EXISTING WALLS ARE TO REMAIN IN PLACE.



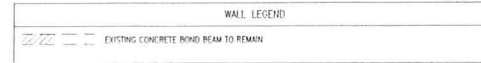
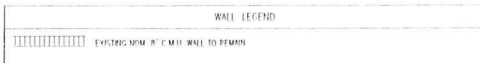
**ROOF DEMOLITION PLAN**  
 1 (A1.01) SCALE 1/4" = 1'-0"



**ROOF PLAN**  
 4 (A1.02) SCALE 1/4" = 1'-0"



**FLOOR PLAN**  
 1 (A1.01) SCALE 1/4" = 1'-0"



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OWNER  
**FIDDLER'S CREEK CDD#2**  
 DISTRICT MANAGER:  
 WHATTELL HUNT & ASSOCIATES, LLC  
 8228 BONITA BEACH ROAD  
 SUITE #514  
 BONITA SPRING, FL 34135

**IRRIGATION PUMP HOUSE #2 ROOF REPLACEMENT AT FIDDLER'S CREEK**  
 9152 Fiddlers Creek Pkwy., Naples, FL 34114

NO	DATE	REVISIONS



SIGNED BY  
 VANESSA A. AMENEZ  
 FLORIDA ARCHITECT

ISSUE RECORDED  
 07/31/2023  
 PERMIT SET

BCA Comm. Num. 230100 Checked CV

Scale 1/4" = 1'-0" Drawn

SHEET TITLE  
**PROPOSED PLAN  
 PROPOSED ROOF PLAN**

SHEET No **A1.01**

TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY WITH THE KNOWN STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.





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BONITA SPRINGS, FL 34135

IRRIGATION PUMP  
HOUSE #2  
ROOF REPLACEMENT  
AT FIDDLER'S CREEK

9152 Fiddlers Creek Pkwy, Naples, FL 34114

NO	DATE	REVISIONS



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VANESSA A. JIMENEZ  
FLORIDA ARCHITECT

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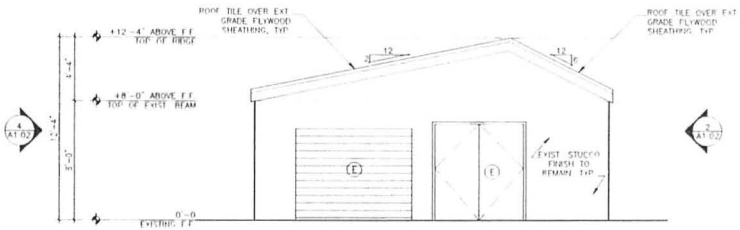
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Scale 1/4" = 1'-0" Drawn

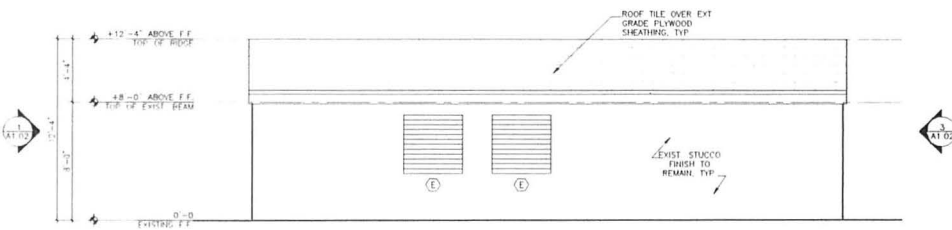
SHEET TITLE  
PROPOSED ELEVATIONS

SHEET No A1.02

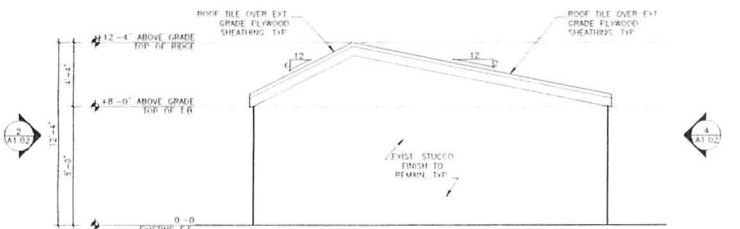
TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COME WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS



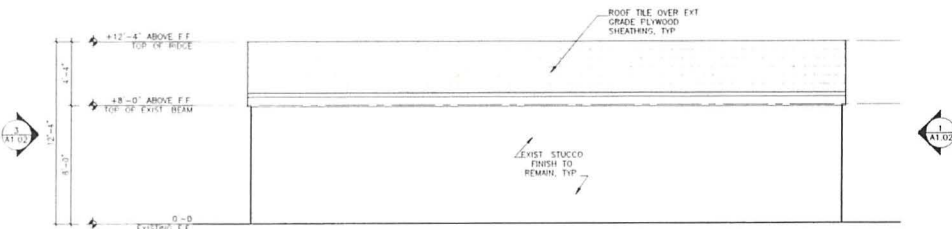
1 FRONT ELEVATION  
A1.02 SCALE 1/4" = 1'-0"



2 SIDE ELEVATION  
A1.02 SCALE 1/4" = 1'-0"



3 REAR ELEVATION  
A1.02 SCALE 1/4" = 1'-0"

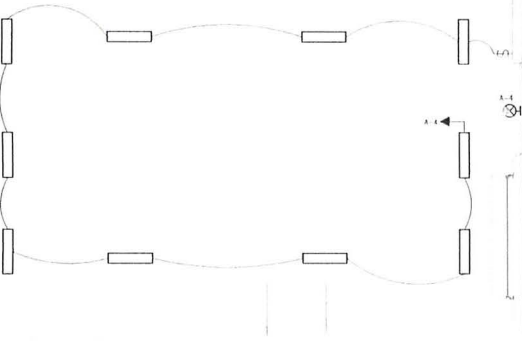


4 SIDE ELEVATION  
A1.02 SCALE 1/4" = 1'-0"

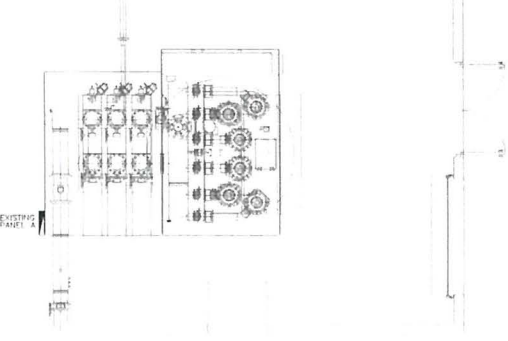
**TW/ENGINEERS**  
 2015 SW 12th Street, Suite 101 | Miami, FL 33135  
 Tel: 305.862.8192 | Fax: 305.862.8193  
 Website: www.twengineers.com

**Signature / Date**  
 Digitally signed by Gregory M. Jarama  
 DN: cn=G.M., o=TW/ENGINEERS, ou=TW/ENGINEERS, email=gjarama@twengineers.com, serial=18837000248, c=US

**Project / Date**  
 Building: F. LEEDT AP, C/A No. 50114  
 Electrical: F. LEEDT AP No. 50114  
 Group: F. LEEDT AP No. 49003  
 Date: 2013.10.23 15:08:51 -0500



1 LIGHTING DEMOLITION FLOOR PLAN  
 1/8" SCALE 1/4" = 1'-0"



1 FLOOR PLAN  
 1/8" SCALE 1/4" = 1'-0"

- GENERAL NOTES**
- ALL CONDUIT RUN EXPOSED, CONCEALED IN MASONRY WALLS OR CONCRETE SLAB, BEHIND SLABS ON GRADE OR RUN UNDERGROUND SHALL BE IN PVC MC CABLE ELECTRICAL METALLIC TUBING AND FLEXIBLE NON-METALLIC TUBING, AS PERMITTED BY THE CODES, MAY BE CONCEALED IN INTERIOR HOLLOW WALLS AND ABOVE SUSPENDED CEILING. ALL FITTINGS SHALL BE COMPRESSION TYPE AND WATERIGHT FOR OUTDOOR AND UNDERGROUND INSTALLATIONS. POLYVINYL CHLORIDE (PVC) SCHEDULE 80 LISTED RACEWAY MAY BE IN ALL RUNS UNDERGROUND AND BEHIND AND IN GROUND SLAB PROVIDED SIZE IS SUFFICIENT TO ACCOMMODATE GROUND WIRE AND ADAPTERS ARE INSTALLED AT PVC TO METAL TRANSITIONS, WHERE RACEWAYS RISE THROUGH GRADE AND/OR BOTTOM SLABS.
  - ALL FEEDER'S CONDUCTORS TO BE COPPER WITH THIN INSULATION UNLESS OTHERWISE NOTED. ALL FEEDERS FOR LOADS 100A AND LARGER TO BE ALUMINUM.
  - ALL WIRES SHALL BE #12 AWG COPPER AND UNLESS SPECIFICALLY INDICATED OTHERWISE ON THE DRAWINGS ALL INSULATION SHALL BE TYPE THWN/THHN (STRANDED WIRE SHALL NOT BE USED).
  - MANUFACTURERS' NAME AND CATALOG NUMBERS ARE USED TO DEFINE THE TYPE AND QUALITY OF EQUIPMENT AND MATERIAL. EQUAL ITEMS OF OTHER MANUFACTURERS ARE ACCEPTABLE PROVIDED THEY ARE APPROVED EQUAL OR BETTER IN THEIR QUALITY.
  - ALL WORK SHALL BE DONE IN A NEAT AND WORKMANLIKE MANNER, AND IN FULL ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND APPLICABLE STATE AND LOCAL CODES, AND THE LOCAL UTILITY COMPANY REQUIREMENTS.
  - CONTRACTOR SHALL VERIFY NAMEPLATE RATINGS OF ALL EQUIPMENT FOR CORRECT SIZE OF OVERCURRENT DEVICES AND WIRING BEFORE FINISHING IN.
  - CONTRACTOR SHALL VERIFY LOCATION OF ALL EQUIPMENT REQUIRING ELECTRICAL CONNECTION AND THE EXACT CONNECTION REQUIREMENT OF EQUIPMENT WILL DETERMINE THE ACTUAL CONDUIT ROUTES.
  - CONDUIT ROUTINGS ARE SHOWN SCHEMATICALLY AND CONTRACTOR SHALL FOLLOW ROUTINGS AS CLOSELY AS POSSIBLE. HOWEVER, BUILDING CONDITIONS WILL DETERMINE THE ACTUAL CONDUIT ROUTES.
  - ALL ELECTRICAL RACEWAY PENETRATIONS THROUGH ROOFING, FIREWALLS, PARTITIONS, FLOORS, OR CEILING SHALL BE ADEQUATELY SEALED WITH A FIRE RESISTANT SILICONE FOAM THAT MEETS OR EXCEEDS N.E.C. ARTICLE 300-21. MINIMUM HORIZONTAL SEPARATION BETWEEN BOXES ON OPPOSITE SIDES OF A FIRE RATED WALL SHALL BE 24 INCHES OR HAVE A 1/2" FIRE SEALANT SURROUNDING THE PENETRATIONS.
  - WHERE WIRE SIZES ARE INDICATED ON THE PLANS FOR INDIVIDUAL CIRCUITS, THE INDICATED WIRE SIZE SHALL APPLY TO THE COMPLETE CIRCUIT UNLESS OTHERWISE INDICATED.
  - THE SHORT-CIRCUIT AVAILABILITY AT PANEL BOARDS SHALL BE LIMITED TO THE INTERRUPTING CAPACITY OF THE LOWEST RATED DEVICES.
  - TANDEM AND THE BREAKERS WILL NOT BE ACCEPTABLE.
  - ALL MOTOR STARTERS FOR FANS, PUMPS, BOLLERS, AIR CONDITIONERS, ETC., SHALL BE EQUIPPED WITH OVERLOAD PROTECTION IN EACH PHASE LEG. STARTERS FOR MOTORS RATED AT 75 HP OR LESS AT 480 OR 208 VOLTS, MAY BE ACROSS-THE-LINE TYPE. WHEN APPLICABLE, STARTERS FOR LARGER MOTORS SHALL BE AUTO-TRANSFORMER REDUCED VOLTAGE TYPE.
  - ALL EQUIPMENT FURNISHED WITH CORD SHALL HAVE MINIMUM LENGTH CORD INSTALLED WITH CORRECT OUTLET PLUG JACKS, ETC., AS REQUIRED FOR COMPLETE INSTALLATION OF EQUIPMENT. ALSO, WHEN APPLICABLE, RECEPTACLE SHALL BE FURNISHED TO MATCH ELECTRICAL EQUIPMENT SERVED BY IT.
  - ALL ELECTRICAL EQUIPMENT SHALL BE READILY ACCESSIBLE, LOCATED IN A CLEAN AND DRY LOCATION, AND BE PROTECTED FROM PHYSICAL DAMAGE. ALSO, A CLEAR WORKING SPACE SHALL BE PROVIDED AROUND EQUIPMENT TO COMPLY WITH N.E.C.
  - JUNCTION AND PULL-BOXES SHALL BE GALVANIZED CODE-GAUGE SHEET STEEL, WITH SCREWED ON COVER, KEEN 1/4" OFF TEES AND SHAVE TO ACCOMMODATE WIRING ACCORDING TO I.E.C. AND TO SUIT LOCATION.
  - JUNCTION AND PULL-BOXES SHALL BE SECURELY MOUNTED TO THE BUILDING STRUCTURE WITH SUPPORTING FACILITIES INDEPENDENT OF THE CONDUITS ENTERING OR LEAVING THE BOXES. BRACKETS, RODS HANGERS, BOLTS OR OTHER SUITABLE SUPPORTING METHOD MAY BE USED. CEILING MOUNTED JUNCTION BOXES SHALL BE RATED FOR CEILING PENETRATIONS.
  - ALL JUNCTION AND PULL-BOXES SHALL BE ACCESSIBLE ALL THE TIME.
  - ALL INSULATED CONDUCTORS SYSTEM SHALL BE COLOR CODED AS FOLLOWS:  
 120/208 V SYSTEM:  
 PHASE "A" - BLACK  
 PHASE "B" - RED  
 PHASE "C" - BLUE  
 NEUTRAL - WHITE  
 GROUND - GREEN
  - ALL RESIDENTIAL UNIT'S 15 AND 20 AMP RECEPTACLES ARE TO BE TAMPER RESISTANT AS PER N.E.C. ARTICLE 406.11.
  - ALL RESIDENTIAL UNIT'S 15 AND 20 AMP RECEPTACLES ARE TO BE AFCI FAULT TYPE AS PER N.E.C. ARTICLE 210.12.
  - BACK TO BACK RECEPTACLE OUTLETS BETWEEN UNITS, TO BE SEPARATED BY A METAL STUDD AND, A MINIMUM DISTANCE OF 24" FROM EACH OTHER.
  - ALL ELECTRICAL BOXES IN THE DEMISING WALL SHALL BE INSTALLED WITH FIRE STOP PUTTY FOR SOUND CONTROL.
  - ALL LIGHTING SHALL COMPLY WITH THE F.B.C. 2017.
  - CORRIDOR OUTLETS SHALL BE AVAILABLE FOR TENANT USE FOR MAINTENANCE TO A/C EQUIPMENT THAT IS LOCATED IN CLOSETS IN THE COMMON CORRIDORS FOR A/C THAT SERVE THE TENANTS UNIT.

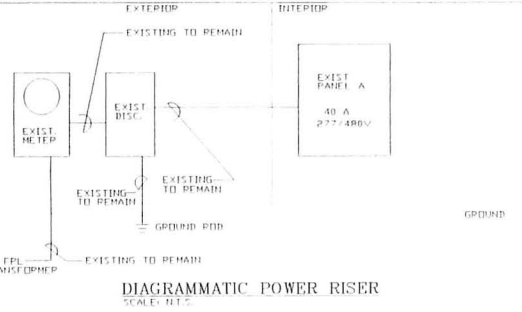
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 BONITA SPRING, FL 34135

IRRIGATION PUMP HOUSE #2  
 ROOF REPLACEMENT  
 AT FIDDLER'S CREEK  
 9152 Fiddler's Creek Pkwy, Naples, FL 34114



1 DIAGRAMMATIC POWER RISER  
 SCALE: 1/8" = 1'-0"

**LIGHT FIXTURE SCHEDULE**

SYMBOL	TYPE	MANUFACTURER	SERIES	MODEL NUMBER	VOLTAGE
(Symbol)	EXIT SIGN	SIRE-LITES	LFVW	LFVW-7-1-R-WH-5D	277/120
(Symbol)	LINEAR VAPOR TIGHT	ILP	W72	W724-SL-U-40-RAF1-NEOS-EM7	277/120

**PANEL A**

K.V.A.	FUSE	CIRCUIT	WIRE	REMARKS	EXISTING		WIRE	CON-OUT	TRIP	F.V.A	
					NO.	NO.					
0.6	1-25	1-2	#10	TRANSFORMER	1	2	EXISTING	#14	1/2	1/15	1.3
1.2	1-15	1-2	#14	EXISTING	3	4	LIGHTS	#12	1/2	1/20	1.3
1.3	2	1-2	#12	EXISTING	5	6	GFI RECEPTACLES	#12	1/2	1/20	1.3
---	---	---	---	EXISTING	7	8	EXHAUST FAN	#12	1/2	1/20	1.3
---	---	---	---	EXISTING	9	10	SWITCH	---	---	---	---
4.3	---	---	---	---	4.3 KVA = 31 F.V.A	4.3 KVA = 27 F.V.A	---	---	---	---	31

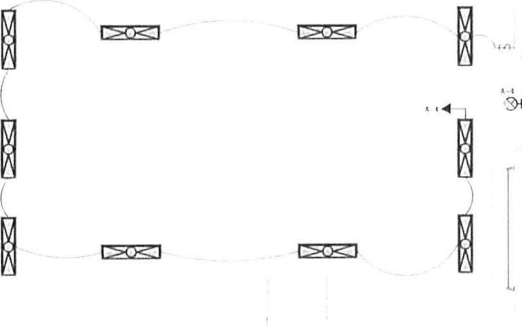
FEEDER: 4M1 THREE THWN CU 3.186 THREE-THWN CU IN 1-1/4" C.

**SCOPE OF WORK**

- THE ELECTRICAL WORK IS LIMITED TO THE LIGHTS
- THE ROOF IS BEING REPLACED
- THE EXISTING LIGHTS ARE TO BE REMOVED.
- INSTALL NEW LIGHTS IN THE SAME LOCATIONS AS THE EXISTING LIGHTS
- RE-USE THE EXISTING LIGHT CIRCUIT FOR THE NEW LIGHTS

**ELECTRICAL LEGEND**

SYMBOL	DESCRIPTION
(Symbol)	LIGHT FIXTURES WITH BATTERY BACKUP
(Symbol)	OUTLET FOR CEILING OR WALL MOUNTED EXIT FIXTURE, DARK AREA INDICATES FACE OF FIXTURE
(Symbol)	SINGLE POLE TOGGLE SWITCH "S" = SWITCH LEG. MTD @ 48" A.F.F



1 NEW LIGHTING FLOOR PLAN  
 1/8" SCALE 1/4" = 1'-0"

**NOTE**  
 THE APPLICABLE CODES FOR THIS PROJECT ARE THE 2003 FLORIDA BUILDING CODE, ENERGY CONSERVATION, SIXTH ED AND THE 2017 NATIONAL ELECTRICAL CODE.

**NO. DATE REVISIONS**

NO.	DATE	REVISIONS

SIGNED BY  
 VANESSA A. JIMENEZ  
 FLORIDA ARCHITECT

ISSUE RECORD  
 07/31/2023  
 PERMIT SET

BCA Comm Num 230160 Checked GM  
 Scale Drawn GM

SHEET TITLE  
 ELECTRICAL FLOOR PLAN

SHEET No E-1

TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.

# ESTIMATE

Sophistico Construction  
1925 Trade Center Way  
Naples, FL 34109

Jason@sophistico.com  
+1 (239) 247-2154

# SOPHISTICO

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*Construction*

## Cleo Adams

### Bill to

Fiddler's Creek, CDD #2 - Wrathell, Hunt &  
Associates, LLC  
9220 Bonita Beach Road  
#214  
Bonita Springs, FL 34135

### Estimate details

Job Name: Fiddler's Creek Pump House

Estimate no.: 1060

Estimate date: 11/27/2023

#	Product or service	SKU	Qty	Rate	Amount
1.	<b>Roofing</b> Supply & Install Trusses. Plywood, bracing, access hatches, roof system, masonry, stucco, and paint. Contractor will supply dumpsters, portable restroom, on-site supervision, and schedule/oversee electrical contractor.			\$167,589.00	\$167,589.00
			<b>Total</b>		<b>\$167,589.00</b>



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

**16**

## RESOLUTION 2024-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE COLLIER COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

WHEREAS, the Fiddler's Creek Community Development District #2 ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Collier County, Florida; and

WHEREAS, the Board of Supervisors ("Board") of Fiddler's Creek Community Development District #2 seeks to implement section 190.006(3), Florida Statutes, and to instruct the Collier County Supervisor of Elections to conduct the District's General Election ("General Election").

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2:**

1. **GENERAL ELECTION SEATS.** Seat 1, currently vacant, Seat 3, currently held by Linda Viegas, and Seat 4, currently held by John Nuzzo, are scheduled for the General Election in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Collier County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED THIS 24TH DAY OF JANUARY, 2024.**

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

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**CHAIR/VICE CHAIR, BOARD OF SUPERVISORS**

**ATTEST:**

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**SECRETARY/ASSISTANT SECRETARY**

## Exhibit A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE  
FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Fiddler's Creek Community Development District #2 will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Collier County Supervisor of Elections located at 3750 Enterprise Avenue, Naples Florida 34104, (239) 252-VOTE (8683). All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Collier County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Fiddler's Creek Community Development District #2 has three (3) seats up for election, specifically seats 1, 3 and 4. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, in the manner prescribed by law for general elections.

For additional information please contact the Collier County Supervisor of Elections.

**District Manager**  
**Fiddler's Creek Community Development District #2**



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

**UNAUDITED  
FINANCIAL  
STATEMENTS**

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

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
DECEMBER 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	\$ 2,013,149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,013,149
Synovus Bank - MMA	1,700,000	-	-	-	-	-	-	-	-	-	-	-	-	-	1,700,000
Investments															
Revenue A	-	165,415	251,199	93	-	175	-	155,786	351,190	118,578	70	1,153,111	-	-	2,195,617
Revenue B	-	-	-	-	322,819	-	350,611	-	-	-	-	-	-	-	673,430
Reserve A	-	50,000	50,000	-	-	-	-	100,000	108,512	36,237	-	150,000	-	-	494,749
Reserve B	-	-	-	-	125,000	-	125,000	-	-	-	184,844	-	-	-	434,844
Prepayment A	-	5,577	7,253	577	-	4,675	-	12,242	34,176	14,083	-	13,370	-	-	91,953
Prepayment B	-	-	-	-	11,007	-	14,809	-	-	-	22,642	-	-	-	48,458
Interest	-	4	-	-	-	-	-	-	-	-	-	-	-	-	4
Construction	-	-	-	-	-	-	-	-	2,333	-	-	-	52,528	280,727	335,588
Sinking	-	-	-	-	479	-	561	-	-	-	-	-	-	-	1,040
Optional redemption	-	-	-	-	-	-	-	76	-	-	-	-	-	-	76
COI	-	-	-	-	14	-	14	-	-	-	-	18	-	-	46
Due from other funds															
Debt service fund series 2004	-	-	25,559	-	-	-	-	-	-	-	-	-	-	-	25,559
Debt service fund series 2014-1A	321	-	-	-	-	-	-	-	-	-	-	-	-	-	321
Debt service fund series 2014-2A	1,974	-	-	-	-	-	2,524	-	-	-	-	-	-	-	4,498
Debt service fund series 2014-3	-	-	-	192,581	-	367,575	-	-	-	-	63,593	-	-	-	623,749
Due from general fund	-	2,645	14,041	-	29,303	-	32,600	13,838	18,274	6,023	-	96,578	-	-	213,302
Accounts receivable	3,116	-	-	-	-	-	-	-	-	-	-	-	-	-	3,116
Undeposited funds	-	-	-	-	-	-	19,825	-	-	5,895	-	40,760	-	-	66,480
Due from Fiddler's Creek CDD #1	186,307	-	-	-	-	-	-	-	-	-	-	-	-	-	186,307
Total assets	<u>\$ 3,904,867</u>	<u>\$ 223,641</u>	<u>\$ 348,052</u>	<u>\$ 193,251</u>	<u>\$ 488,622</u>	<u>\$ 372,425</u>	<u>\$ 545,944</u>	<u>\$ 281,942</u>	<u>\$ 514,485</u>	<u>\$ 180,816</u>	<u>\$ 271,149</u>	<u>\$ 1,453,837</u>	<u>\$ 52,528</u>	<u>\$ 280,727</u>	<u>\$ 9,112,286</u>
<b>LIABILITIES AND FUND BALANCES</b>															
<b>Liabilities</b>															
Accounts payable	\$ 116,494	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,494
Due to other	-	-	-	-	-	-	-	897	-	-	-	-	-	-	897
Due to other funds															
Debt service fund series 2004	2,645	-	-	-	-	-	-	-	-	-	-	-	-	-	2,645
Debt service fund series 2005	14,041	25,559	-	-	-	-	-	-	-	-	-	-	-	-	39,600
Debt service fund series 2014-1B	29,303	-	-	-	-	-	-	192,581	-	-	-	-	-	-	221,884
Debt service fund series 2014-2B	32,600	-	-	-	-	2,524	-	367,575	-	-	-	-	-	-	402,699
Debt service fund series 2014-3	13,838	-	-	-	-	-	-	-	-	-	-	-	-	-	13,838
Debt service fund series 2015A-1	18,274	-	-	-	-	-	-	-	-	-	-	-	-	-	18,274
Debt service fund series 2015A-2	6,023	-	-	-	-	-	-	63,593	-	-	-	-	-	-	69,616
Debt service fund series 2019	96,578	-	-	-	-	-	-	-	-	-	-	-	-	-	96,578
Due to general fund	-	-	-	321	-	1,974	-	-	-	-	-	-	-	-	2,295
Contract payable	-	-	-	-	-	-	-	-	-	-	-	-	5,291	-	5,291
Total liabilities	<u>329,796</u>	<u>25,559</u>	<u>-</u>	<u>321</u>	<u>-</u>	<u>4,498</u>	<u>-</u>	<u>624,646</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,291</u>	<u>-</u>	<u>990,111</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>															
Deferred receipts	-	-	-	83,941	-	157,123	-	156,187	-	-	63,562	-	-	-	460,813
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>83,941</u>	<u>-</u>	<u>157,123</u>	<u>-</u>	<u>156,187</u>	<u>-</u>	<u>-</u>	<u>63,562</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>460,813</u>
<b>Fund balances:</b>															
Restricted for:															
Debt service	-	198,082	348,052	108,989	488,622	210,804	545,944	(498,891)	514,485	180,816	207,587	1,453,837	-	-	3,758,327
Capital projects	-	-	-	-	-	-	-	-	-	-	-	-	47,237	280,727	327,964
Unassigned	3,575,071	-	-	-	-	-	-	-	-	-	-	-	-	-	3,575,071
Total fund balances	<u>3,575,071</u>	<u>198,082</u>	<u>348,052</u>	<u>108,989</u>	<u>488,622</u>	<u>210,804</u>	<u>545,944</u>	<u>(498,891)</u>	<u>514,485</u>	<u>180,816</u>	<u>207,587</u>	<u>1,453,837</u>	<u>47,237</u>	<u>280,727</u>	<u>7,661,362</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 3,904,867</u>	<u>\$ 223,641</u>	<u>\$ 348,052</u>	<u>\$ 193,251</u>	<u>\$ 488,622</u>	<u>\$ 372,425</u>	<u>\$ 545,944</u>	<u>\$ 281,942</u>	<u>\$ 514,485</u>	<u>\$ 180,816</u>	<u>\$ 271,149</u>	<u>\$ 1,453,837</u>	<u>\$ 52,528</u>	<u>\$ 280,727</u>	<u>\$ 9,112,286</u>

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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 197,608	\$ 1,646,494	\$2,459,324	67%
Interest & miscellaneous	19	56	70,000	0%
Total revenues	<u>197,627</u>	<u>1,646,550</u>	<u>2,529,324</u>	65%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	-	861	14,369	6%
Management	7,055	21,165	84,662	25%
Assessment roll preparation	1,875	5,625	22,500	25%
Audit	-	-	16,500	0%
Legal - general	858	3,132	25,000	13%
Legal - litigation	5,131	5,131	10,000	51%
Engineering	-	11,113	50,000	22%
Telephone	29	87	347	25%
Postage	159	348	2,000	17%
Insurance	-	17,438	16,200	108%
Printing and binding	50	149	595	25%
Legal advertising	-	-	2,000	0%
Office supplies	-	204	750	27%
Annual district filing fee	-	175	175	100%
Trustee	-	14,140	31,500	45%
Arbitrage rebate calculation	-	-	8,000	0%
ADA website compliance	-	210	900	23%
Contingency	51	148	10,000	1%
Total administrative	<u>15,208</u>	<u>79,926</u>	<u>295,498</u>	27%
<b>Field management</b>				
Field management services	952	2,856	11,424	25%
Total field management	<u>952</u>	<u>2,856</u>	<u>11,424</u>	25%
<b>Water management</b>				
Other contractual	-	21,887	204,939	11%
Fountains	6,794	49,425	168,300	29%
Total water management	<u>6,794</u>	<u>71,312</u>	<u>373,239</u>	19%
<b>Street lighting</b>				
Contractual services	2,583	8,630	18,000	48%
Electricity	809	3,022	10,000	30%
Capital outlay	-	-	10,000	0%
Miscellaneous	-	10,764	10,000	108%
Total street lighting	<u>3,392</u>	<u>22,416</u>	<u>48,000</u>	47%

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

	Current Month	Year to Date	Budget	% of Budget
<b>Landscaping</b>				
Other contractual	161,503	221,807	875,000	25%
Improvements and renovations	-	-	50,000	0%
Contingencies	-	-	25,000	0%
Total landscaping	<u>161,503</u>	<u>221,807</u>	<u>950,000</u>	23%
<b>Roadway maintenance</b>				
Contractual services (street cleaning)	375	1,075	4,200	26%
Roadway maintenance	7,695	10,012	100,000	10%
Roadway capital outlay	-	-	40,000	0%
Total roadway services	<u>8,070</u>	<u>11,087</u>	<u>144,200</u>	8%
<b>Irrigation</b>				
Controller repairs & maintenance	53	544	50,000	1%
Other contractual-irrigation manager	-	-	54,500	0%
Supply system	4,102	41,472	471,600	9%
Capital outlay	3,680	209,668	-	N/A
Total irrigation	<u>7,835</u>	<u>251,684</u>	<u>576,100</u>	44%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	38,427	0%
Tax collector	3,922	32,900	51,236	64%
Total other fees & charges	<u>3,922</u>	<u>32,900</u>	<u>89,663</u>	37%
Total expenditures and other charges	<u>207,676</u>	<u>693,988</u>	<u>2,488,124</u>	28%
Excess/(deficiency) of revenues over/(under) expenditures	(10,049)	952,562	41,200	
Fund balances - beginning	3,585,120	2,622,509	2,141,491	
Fund balances - ending	<u>\$ 3,575,071</u>	<u>\$ 3,575,071</u>	<u>\$ 2,182,691</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2004  
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 2,699	\$ 22,488	\$ 33,600	67%
Interest	-	1,728	-	N/A
Total revenues	<u>2,699</u>	<u>24,216</u>	<u>33,600</u>	72%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	10,000	0%
Interest	-	7,425	14,850	50%
Total debt service	<u>-</u>	<u>7,425</u>	<u>24,850</u>	30%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	525	0%
Tax collector	54	449	700	64%
Total other fees & charges	<u>54</u>	<u>449</u>	<u>1,225</u>	37%
Total expenditures	<u>54</u>	<u>7,874</u>	<u>26,075</u>	30%
Excess/(deficiency) of revenues over/(under) expenditures	2,645	16,342	7,525	
Fund balances - beginning	195,437	181,740	175,538	
Fund balances - ending	<u>\$ 198,082</u>	<u>\$ 198,082</u>	<u>\$ 183,063</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2005  
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 14,325	\$ 119,361	\$ 184,211	65%
Interest	-	2,292	-	N/A
Total revenues	<u>14,325</u>	<u>121,653</u>	<u>184,211</u>	66%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	70,000	0%
Interest	-	74,050	98,100	75%
Total debt service	<u>-</u>	<u>74,050</u>	<u>168,100</u>	44%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	2,878	0%
Tax collector	284	2,385	3,838	62%
Total other fees & charges	<u>284</u>	<u>2,385</u>	<u>6,716</u>	36%
Total expenditures	<u>284</u>	<u>76,435</u>	<u>174,816</u>	44%
Excess/(deficiency) of revenues over/(under) expenditures	14,041	45,218	9,395	
Fund balances - beginning	334,011	302,834	264,782	
Fund balances - ending	<u>\$ 348,052</u>	<u>\$ 348,052</u>	<u>\$ 274,177</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE EXCHANGE FUND SERIES 2014-1A  
EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1  
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 358,161	0%
Interest	-	97	-	N/A
Total revenues	<u>-</u>	<u>97</u>	<u>358,161</u>	0%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	110,000	0%
Interest	-	84,038	168,075	50%
Total expenditures	<u>-</u>	<u>84,038</u>	<u>278,075</u>	30%
Net change in fund balances	-	(83,941)	80,086	
Fund balances - beginning	108,989	192,930	239	
Fund balances - ending	<u>\$ 108,989</u>	<u>\$ 108,989</u>	<u>\$ 80,325</u>	

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



**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE EXCHANGE FUND SERIES 2014-1B  
EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1  
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 29,896	\$ 249,102	\$ 372,345	67%
Interest	-	2,869	-	N/A
Total revenues	<u>29,896</u>	<u>251,971</u>	<u>372,345</u>	68%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	140,000	0%
Interest	-	107,831	215,663	50%
Total debt service	<u>-</u>	<u>107,831</u>	<u>355,663</u>	30%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	5,818	0%
Tax collector	593	4,978	7,757	64%
Total other fees & charges	<u>593</u>	<u>4,978</u>	<u>13,575</u>	37%
Total expenditures	<u>593</u>	<u>112,809</u>	<u>369,238</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	29,303	139,162	3,107	
Fund balances - beginning	459,319	349,460	325,016	
Fund balances - ending	<u>\$ 488,622</u>	<u>\$ 488,622</u>	<u>\$ 328,123</u>	

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

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE EXCHANGE FUND SERIES 2014-2A  
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2  
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 685,173	0%
Interest	-	213	-	N/A
Total revenues	<u>-</u>	<u>213</u>	<u>685,173</u>	0%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	220,000	0%
Interest	-	157,350	314,700	50%
Total expenditures	<u>-</u>	<u>157,350</u>	<u>534,700</u>	29%
Excess/(deficiency) of revenues over/(under) expenditures	-	(157,137)	150,473	
Fund balances - beginning	210,804	367,941	277	
Fund balances - ending	<u>\$ 210,804</u>	<u>\$ 210,804</u>	<u>\$ 150,750</u>	

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

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE EXCHANGE FUND SERIES 2014-2B  
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2  
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 33,260	\$ 277,126	\$ 416,404	67%
Assessment prepayments	19,825	19,825	-	N/A
Interest	-	3,012	-	N/A
Total revenues	<u>53,085</u>	<u>299,963</u>	<u>416,404</u>	72%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	165,000	0%
Interest	-	118,350	236,700	50%
Total debt service	<u>-</u>	<u>118,350</u>	<u>401,700</u>	29%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	6,506	0%
Tax collector	660	5,537	8,675	64%
Total other fees & charges	<u>660</u>	<u>5,537</u>	<u>15,181</u>	36%
Total expenditures	<u>660</u>	<u>123,887</u>	<u>416,881</u>	30%
Excess/(deficiency) of revenues over/(under) expenditures	52,425	176,076	(477)	
Fund balances - beginning	493,519	369,868	345,296	
Fund balances - ending	<u>\$ 545,944</u>	<u>\$ 545,944</u>	<u>\$ 344,819</u>	

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

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE EXCHANGE FUND SERIES 2014-3 (SERIES 2005)  
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 14,118	\$ 117,631	\$ 215,667	55%
Assessment levy: off-roll	-	-	650,265	0%
Interest	-	2,145	-	N/A
Total revenues	<u>14,118</u>	<u>119,776</u>	<u>865,932</u>	14%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	290,000	0%
Interest	-	231,100	412,200	56%
Total debt service	<u>-</u>	<u>231,100</u>	<u>702,200</u>	33%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	3,370	0%
Tax collector	280	2,350	4,493	52%
Total other fees & charges	<u>280</u>	<u>2,350</u>	<u>7,863</u>	30%
Total expenditures	<u>280</u>	<u>233,450</u>	<u>710,063</u>	33%
Net change in fund balances	13,838	(113,674)	155,869	
Fund balances - beginning	(512,729)	(385,217)	141,531	
Fund balances - ending	<u>\$ (498,891)</u>	<u>\$ (498,891)</u>	<u>\$ 297,400</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2015A-1  
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 18,644	\$ 155,343	\$ 231,729	67%
Assessment prepayments	-	22,366	-	N/A
Interest	-	4,765	-	N/A
Total revenues	<u>18,644</u>	<u>182,474</u>	<u>231,729</u>	79%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	60,000	0%
Interest	-	105,775	161,550	65%
Total debt service	<u>-</u>	<u>105,775</u>	<u>221,550</u>	48%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	3,621	0%
Tax collector	370	3,104	4,828	64%
Total other fees & charges	<u>370</u>	<u>3,104</u>	<u>8,449</u>	37%
Total expenditures	<u>370</u>	<u>108,879</u>	<u>229,999</u>	47%
Net change in fund balances	18,274	73,595	1,730	
Fund balances - beginning	496,211	440,890	397,122	
Fund balances - ending	<u>\$ 514,485</u>	<u>\$ 514,485</u>	<u>\$ 398,852</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2015A-2  
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 6,145	\$ 51,204	\$ 76,662	67%
Assessment prepayments	-	5,895	-	N/A
Interest	-	1,148	-	N/A
Total revenues	<u>6,145</u>	<u>58,247</u>	<u>76,662</u>	76%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	30,000	0%
Interest	-	26,400	42,800	62%
Total debt service	<u>-</u>	<u>26,400</u>	<u>72,800</u>	36%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	1,198	0%
Tax collector	122	1,024	1,597	64%
Total other fees & charges	<u>122</u>	<u>1,024</u>	<u>2,795</u>	37%
Total expenditures	<u>122</u>	<u>27,424</u>	<u>75,595</u>	36%
Excess/(deficiency) of revenues over/(under) expenditures	6,023	30,823	1,067	
Fund balances - beginning	174,793	149,993	131,157	
Fund balances - ending	<u>\$ 180,816</u>	<u>\$ 180,816</u>	<u>\$ 132,224</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2015B  
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 174,601	0%
Interest	-	1,790	-	N/A
Total revenues	<u>-</u>	<u>1,790</u>	<u>174,601</u>	<u>1%</u>
<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>	<u>50%</u>
Net change in fund balances	-	(61,804)	47,413	
Fund balances - beginning	<u>207,587</u>	<u>269,391</u>	<u>201,025</u>	
Fund balances - ending	<u>\$ 207,587</u>	<u>\$ 207,587</u>	<u>\$ 248,438</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2019  
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 98,534	\$ 820,998	\$ 1,239,705	66%
Assessment prepayments	-	40,760	-	N/A
Interest	-	7,615	-	N/A
Total revenues	<u>98,534</u>	<u>869,373</u>	<u>1,239,705</u>	70%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	700,000	0%
Interest	-	349,556	509,113	69%
Total debt service	<u>-</u>	<u>349,556</u>	<u>1,209,113</u>	29%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	19,370	0%
Tax collector	1,955	16,405	25,827	64%
Total other fees & charges	<u>1,955</u>	<u>16,405</u>	<u>45,197</u>	36%
Total expenditures	<u>1,955</u>	<u>365,961</u>	<u>1,254,310</u>	29%
Excess/(deficiency) of revenues over/(under) expenditures	96,579	503,412	(14,605)	
Fund balances - beginning	<u>1,357,258</u>	<u>950,425</u>	<u>772,466</u>	
Fund balances - ending	<u>\$ 1,453,837</u>	<u>\$ 1,453,837</u>	<u>\$ 757,861</u>	



**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND EXCHANGE 2014-2 (SERIES 2005)  
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date
<b>REVENUES</b>		
Interest & miscellaneous	\$ -	\$ 476
Total revenues	-	476
<b>EXPENDITURES</b>		
Capital outlay	-	9,298
Total expenditures	-	9,298
Excess/(deficiency) of revenues over/(under) expenditures	-	(8,822)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfers in	-	-
Total other financing sources/(uses)	-	-
Net change in fund balances	-	(8,822)
Fund balances - beginning	47,237	56,059
Fund balances - ending	\$ 47,237	\$ 47,237

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND 2015  
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date
<b>REVENUES</b>		
Interest & miscellaneous	\$ -	\$ 1,197
Total revenues	-	1,197
<b>EXPENDITURES</b>		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	1,197
Fund balances - beginning	280,727	279,530
Fund balances - ending	\$ 280,727	\$ 280,727

## **Fiddlers Creek CDD #2**

Financial Highlights Report

As of 12/31/23

**General Fund**

### **Revenues**

Special Assessment On-roll: At 67% Year to Date (YTD) with the majority normally received in December as a result of payers taking advantage of the early discount (4%).

Note: There is no longer "Special Assessment Off-roll" as everything has been platted so all is "on-roll".

**Expenditures** (through end of December is 28%, and is 3% over straight proration of 25%)

Assessment Roll Preparation: At 25% and is billed monthly.

Audit: At 0% and should be an agenda item for Board's consideration at your June meeting.

Legal: At 13% YTD is typical as activities fluctuate year over year.

Engineering: At 22% YTD is typical as activities fluctuate year over year.

Insurance: At 108% and is a once per year expense typically occurring in December.

Annual District Filing Fee: At 100% is a once-a-year active status filing with the State of Florida and typically is occurring in October/November.

Trustee: At 45% is an annual fee paid to Wilmington Trust for the services provided as trustee, paying agent and registrar.

Arbitrage rebate calculation: At 0% to ensure the district's compliance with all tax regulations, annual computations as necessary to calculate the arbitrage rebate liability.

Contingency: At 1% - This includes miscellaneous, automated AP routing and unforeseen costs incurred throughout the year. Also includes Denton Cohen & Grigsby PC loan ESP summary for a cost of \$6,190.00.

Water Management – Fountains: At 29% is slightly over straight proration of 25% which includes renewal of the insurance policy, FPL, Collier County as well as monthly maintenance.

Roadway Maintenance/Roadway Maintenance: Includes purchase/install of one park bench, paver repair projects and signage repairs.

Street Lighting – Miscellaneous: At 108% and is specific to Egis Insurance renewal.

Tax Collector: At 64%, this expenditure is directly related to the cost of collecting the districts special assessment on roll revenue. The Tax collector charges 2% of the assessment levy.

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

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**

The Board of Supervisors of the Fiddler’s Creek Community Development District #2 held a Regular Meeting on December 13, 2023 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

**Present were:**

Elliott Miller	Chair
Linda Viegas	Assistant Secretary
Bill Klug	Assistant Secretary
John Nuzzo	Assistant Secretary

**Also present:**

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Cole Prium	Hole Montes, a Bowman Company
Aaron Haak	Fiddler’s Creek Deputy General Counsel
Joe Parisi	Developer’s Representative
Jon Phillips	Director, Foundation Operations
Ryan Hennessey	Fiddler’s Creek Director of Community Services
Jody Benet	Fiddler’s Creek Irrigation Manager
Andy Nott	Superior Waterway Services, Inc.
Mike Barrow	GulfScapes Landscape Management
Shannon Benedetti	Resident
Russell Barry	Resident
Sue Leone	Resident
Rob Culver	Resident
Maryann Benigno	Resident
Nicole Culver	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

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

Supervisors Miller, Nuzzo, Viegas and Klug were present. Supervisor DiNardo was not present.

43 **SECOND ORDER OF BUSINESS**

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

44  
45  
46  
47

No members of the public spoke.

48 **THIRD ORDER OF BUSINESS**

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

49  
50  
51  
52  
53

Mr. Miller stated, with regard to the litigation against CDD #1 for its anticipatory breach of the Interlocal Agreement, CDD #2 filed a Motion for Summary Judgment; copies were provided to each Board Member. He thinks it is a very persuasive document and that CDD #2 will prevail. CDD #1 filed a request for mediation, as they have the right to do. CDD #1 agreed to the mediator that Mr. Miller recommended. The mediation session is scheduled for January 9, 2024 at 1:00 p.m. He stated his perspective is rather firm and he has seen nothing to persuade him otherwise. A report regarding the mediation will be provided at the January meeting, if not before.

Mr. Klug believes that the mediator will ask the parties to settle to save attorney and legal expenses. Mr. Miller stated, to preclude that argument, he filed the motion for Summary Judgment before the mediation request. The burden is now on CDD #1, so, if they want to contest the motion, CDD #1 will be the one to expend the money.

Ms. Viegas stated that CDD #2 has spent \$20,495.54 on the litigation for work through October 31, 2023. As noted in Mrs. Adams’ Operations Report, it was necessary to contact the law firm because the September and October invoices were not received promptly.

Invoicing delays from CDD #2’s firm versus CDD #1’s firm were discussed.

69

70 **FOURTH ORDER OF BUSINESS**

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

71  
72  
73

Mr. Nott noted the following:

➤ Lake Technicians: In November, eight visits with multiple technicians occurred. Cool weather slows plant growth and uptake of herbicide and can also delay results.

Mr. Miller asked if the blank areas on the “target” treatment chart indicate no work was required. Mr. Nott stated that indicates that no treatment of the area inspected was done at

78 that time; after surveys are completed, the information is forwarded to the lake technicians  
79 who will address the issues after inspection reports are reviewed.

80 ➤ The larger lakes have a lot of shoreline; torpedograss is growing strong and much energy  
81 is going into addressing that. Technicians will perform additional visits in January and get ahead  
82 of the torpedograss. Multiple treatments are expected due to the abundance of seed pods and  
83 the tendency for rapid regrowth.

84 ➤ The SOLitude replanted areas were inspected; it is still early to observe growth but, as  
85 the water levels decrease, growth will likely be observable. Monitoring will continue.

86 Mr. Miller asked Mr. Nott to include his impressions of areas inspected under the  
87 "Notes" section.

88 Resident Russell Barry asked if crews will be weed whacking the weeds. Mr. Nott stated  
89 tall weeds will be trimmed, if needed, after the spray treatments have produced results.

90

## 91 FIFTH ORDER OF BUSINESS

## Health, Safety and Environment Report

92

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

94 ➤ Tree Canopy Trimming: Juniper trimmed fruited palm trees and hardwoods in October  
95 and November. Dead fronds were removed from The Club.

96 ➤ Trees at the entrances were trimmed for holiday light installation.

97 Mrs. Adams noted that trimming was not completed in CDD #2, Veneta, in particular;  
98 she requested the schedule. Mr. Hennessey stated he repeatedly asked Juniper for the 2024  
99 schedule, as it should have been provided in November. He will keep asking and will email it to  
100 Mrs. Adams when received.

101 ➤ Overgrown shrubs were cut back to remedy a safety concern reported at the  
102 intersection of Museo Circle and Campanile Circle.

### 103 A. Irrigation and Pressure Washing Efforts

104 ➤ A new Assistant Manager, Paul Lupo, was hired to assist Mr. Benet.

105 Mr. Miller asked for the definition of the "rain hold" noted in the report. Mr. Hennessey  
106 stated, when a substantial amount of rain is received for the day, the irrigation system will be  
107 turned off in the area. As some areas receive more rain than others, rain holds are applied as  
108 needed and might be implemented in one area and not another at the same time.

109 ➤ Irrigation Projected Usage: Approximately 4.7" of rain was received in November, and  
110 1.8" of rain was received in October, which is near the average levels. There was one rain hold  
111 in the villages and there were none in the common areas. Due to lack of rain, total water usage  
112 was just under 60 million gallons in November, which is approximately 9% more than the  
113 previous November.

114 ➤ Irrigation Report: There were no repairs in November. In October, Bentley Electric  
115 (Bentley) repaired a bad power supply on Satellite 1-15. The breaker panel was rebuilt, and  
116 both distribution boards were replaced, at a cost of \$385.63.

117 Mr. Miller asked if Bentley generally does such repairs, in addition to streetlights. Mrs.  
118 Adams stated Bentley is the CDD's electrical contractor. Mr. Miller asked if that is pursuant to  
119 the same agreement. Mrs. Adams replied affirmatively.

120 ➤ Bentley repaired a communication failure on Satellite 1-27 caused by a bad modem; the  
121 repair was covered under warranty.

122 ➤ Pressure Washing: Fiddler's Creek Parkway and CDD #1 areas on the southwest portion  
123 of the property were completed. The map was updated to show the progress.

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

125 Mr. Hennessey reported the following:

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

130 ➤ Occupancy Report: Occupancy totals averaged 1,772 homes occupied in November and  
131 1,412 in October, a 25% increase from one month to the next.

132 ➤ Gatehouses and Patrols: A complaint was received regarding commercial trucks using  
133 Cherry Oaks Trail. At the Sandpiper Gate, visitors' passes now include a bold line at the top  
134 stating "Do Not Take Cherry Oaks" to reduce complaints. It seems to be working.

135 ➤ Gatehouse Activity: The issue with the software provider, ISN, miscalculating activity  
136 due to the system being set to only check for visitors, not RFID stickers issued to residents, was  
137 rectified. Totals reflect a 21% increase from October to November.



138 ➤ Incidents: There are more parking complaints due to greater occupancy. Parking  
139 incidents increased from 51 in October to 60 in November. Resident complaints and medical  
140 complaints also increased.

141 ➤ Speed Detection and Enforcement: Portable and fixed speed detection devices are in  
142 use; the portable device is deployed at random. There were nine violations in October and eight  
143 violations in November, resulting in five warnings in each month. Four violations were referred  
144 to the Fining Committee in October and three were referred in November.

145 Mr. Miller asked if it is known if vendors or residents are generally to blame for gate arm  
146 damages. Mr. Hennessey believes it is 50/50. Staff collect data and collect payment for repairs  
147 as best they can; generally, excellent video documents the incidents, usually because vehicles  
148 attempt to follow the vehicle ahead of them.

149 ➤ The Collier County Sheriff's Office (CCSO) advised that there were 57 extra patrols; there  
150 were 22 alarms, 13 911 hangups, seven suspicious activity incidents which might be very minor,  
151 and five traffic stops in November. There have been 22 traffic stops over the past three months.

152 Mr. Klug opined that the cupola at the top of the Championship Gatehouse does not  
153 appear to be painted to match the present paint scheme. Mr. Parisi stated he saw the cupola  
154 today; in his opinion, the flashing came out fantastic and he did not notice an issue with the  
155 paint. He will look at it again.

156

## 157 **SIXTH ORDER OF BUSINESS**

### **Developer's Report/Update**

158

159 Mr. Parisi reported and discussed the following:

160 ➤ Development continues in both Oyster Harbor and Dorado.

161 ➤ They are in final discussions with the irrigation construction manager for the Baseline  
162 system. He hopes to meet with the manager and with Mr. Cole next week to develop the scope  
163 of work, scheduling, materials, etc. They will try to compress as many villages as possible onto  
164 one satellite to help save costs. Once they obtain pricing they will meet with the villages and  
165 the CDDs for budgeting purposes.

166 Mr. Miller asked how many homes have been sold in Oyster Harbor. Mr. Parisi believes  
167 they are still 100 homes away from the 400 homes needed for the second wellness center. At  
168 the next meeting, he will report the number of homes sold, or send an email. They are planning  
169 lake blasting in the remaining areas of Oyster Harbor.

170 The locations of specific homes under construction were discussed.

171 Ms. Viegas asked if, with the departure of Valerie Lord, Mr. Haak will be the new person  
172 to receive Design Review Committee (DRC) questions. Mr. Haak replied yes, for the time being.

173 Resident Rob Culver asked how many home sites are planned in Oyster Harbor. Mr.  
174 Parisi did not know.

175 Resident Sue Leone stated the total is 461.

176

177 **SEVENTH ORDER OF BUSINESS**

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

178

179

180 Mr. Prium distributed and read the following updates:

181 1. Lake erosion repair areas are being identified for the 2024 project. They will include an  
182 area in the lake east of Laguna.

183 2. A paving proposal is being obtained for repaving Chiasso Court; pavement is spalling off.

184 Asked from how many sources proposals will be requested, Mr. Prium was unsure.

185 3. Phase 2 equipment was replaced, and all pumps are operating properly. The chemical  
186 injection system is being reconnected after being disconnected for the pumping system  
187 replacement. The Phase 1 and Phase 2 locks need to be replaced; they are working to get a  
188 proposal approved.

189 4. The proposed Irrigation Pumphouse #2 roof replacement contract needs to be approved  
190 by both CDD #1 and CDD #2 in order to keep the building permit review on track. The  
191 contractor will need to submit truss drawings by the manufacturer for County review and  
192 approval.

193 Discussion ensued regarding the number of proposals requested.

194 Mr. Prium stated only one proposal was obtained.

195 5. U.S. 41 and Sandpiper Drive Traffic Signal: The construction bond has been sent to the  
196 Florida Department of Transportation (FDOT) for approval. FDOT should be issuing the permit  
197 within the next couple of weeks. The contractor has submitted shop drawings for the mast  
198 arms and the signal control cabinet. These long lead items will be ordered once the shop  
199 drawings are approved. The materials will take several months to obtain. The anticipated signal  
200 completion will be in the fall of 2024.

201 Mr. Miller noted that, when the permit is issued, another \$25,000 payment will be  
202 made to CDD #2. Mr. Parisi concurred. Mr. Miller asked for Hole Montes to push for that permit  
203 to expedite the payment.

204 6. A possible hydraulic spill on Museo Circle is being cleaned by Waste Management (WM).  
205 A cleaning agent was applied. They will re-inspect and advise after WM does the final pressure  
206 washing.

207 Mr. Klug asked why the word "possible" was used with regard to the hydraulic spill. Mr.  
208 Prium believes WM did not assume responsibility for the spill, but still WM agreed to clean it.

209 Ms. Viegas discussed a series of emails on the day of the spill and stated Mr. Cole  
210 contacted WM, who agreed to clean it. In her opinion, this implies that WM is taking  
211 responsibility. Mr. Klug asked how large the spill was and if WM will cut out the spill area if the  
212 cleaning agent does not help. Ms. Viegas voiced her opinion that, based on the photos, and the  
213 reasonably quick response, she does not think further efforts will be needed.

214 7. Museo Circle: Elevations are being obtained for a section of valley gutter that is holding  
215 water due to tree roots raising the valley gutter and roadway. A solution will be determined,  
216 and a proposal will be obtained to repair the valley gutter and roadway to correct the drainage  
217 problem.

218 8. Pedestrian Crossing signs will be ordered once the proposal is approved. Mr. Cole is  
219 working to get the proposal from Lykins-Signtek.

220 Ms. Viegas asked if Florida Painters also paints pedestrian crossing signs. Mrs. Adams  
221 stated they do not. Mr. Miller asked if these proposals will be for the more ornamental signs  
222 discussed. Mrs. Adams replied affirmatively.

223 9. Amador swale and re-landscaping work is anticipated to be completed within the next  
224 few weeks.

225 10. Amaranda paver block areas need to be repaired where they have settled. They are  
226 working to have Timo Brothers provide a proposal.

227 Regarding the Amador swale landscaping work, Mr. Pires stated that, when he presents  
228 his report, he will ask for the temporary license agreements that expired in November to be  
229 extended again. He will ask for authorization to extend them to March 1, 2024.

230 Mr. Miller was in agreement.

231

232 EIGHTH ORDER OF BUSINESS

Discussion/Consideration of Sophistico Floors Corp, D/B/A Sophistico Construction Proposal and Draft Contract Regarding Irrigation Pump House #2 Roof Replacement

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Mr. Miller discussed his many issues with the Agreement.

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Mr. Pires stated he pared down two longer documents, which caused several errors. He received a list of scrivener’s errors from Ms. Viegas to be corrected. He offered to prepare a short-form agreement.

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Mr. Miller stated his questions and comments are too exhaustive to discuss, including questions regarding warranty, liability and items not addressed in the contract; he believes all concur that the Agreement is ambiguous and poorly drafted.

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246

Mr. Pires stated Staff suggested approving the contract today. Mr. Prium noted that materials cannot be ordered until the contract is signed.

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Mr. Miller noted that Sophistico is not in attendance and stated he is not comfortable approving the contract due to the amount and his numerous questions. He suggested, rather than reviewing all his and Ms. Viegas’ questions about the contract, Mr. Pires draft a short, simple Agreement that provides protections for the CDD relating to warranties, etc.

251

Mr. Klug suggested tabling consideration of the Agreement to the next meeting.

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254

Mrs. Adams stated, if the contract is not approved today, it might delay the pumphouse work. Mr. Prium stated Mr. Cole suggested seeing if the contract can be approved today, with some sort of stipulation so that the project is not delayed, and it can keep moving forward.

255  
256

Mr. Miller stated he will not vote to approve this contract. Ms. Viegas stated she will not vote to approve it either due to her numerous issues and questions.

257

**On MOTION by Mr. Klug and seconded by Ms. Viegas, with all in favor, tabling consideration of the Sophistico Floors Corp, D/B/A Sophistico Construction Proposal and Draft Contract Regarding Irrigation Pump House #2 Roof Replacement, and authorizing District Counsel to prepare a short-form Agreement, was approved.**

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NINTH ORDER OF BUSINESS

Continued Discussion/Consideration of Replacement of Seventeen (17) Temporary

267 **Signs in Aviamar and Veneta with**  
268 **Permanent Decorative Signs**

269  
270 This item was discussed during the Seventh Order of Business.

271 Mrs. Adams suggested tabling any further discussion until the Lykins-Signtek proposal is  
272 submitted and Mr. Cole is in attendance.

273  
274 **TENTH ORDER OF BUSINESS** **Continued Discussion/Consideration of**  
275 **Proposals for Street Light Posts and**  
276 **Signpost Painting Projects**  
277

278 Mrs. Adams distributed an updated Florida Painters proposal for \$82,375.00. The  
279 project is presented in three phases, but it can be approved in its entirety. While it is an  
280 unbudgeted expense, \$100,000 is budgeted for roadway maintenance, which also includes the  
281 pressure cleaning contract with The Foundation, at a cost of approximately \$50,000.

282 Ms. Viegas recalled this item was discussed before. In her opinion, it is not urgently  
283 needed, given the conditions she observed and ongoing construction in Phases 2 and 3. She  
284 suggested approving Phase 1 only, or deferring the entire project to Fiscal Year 2025 and  
285 budgeting for it, given that the temporary signs were deferred to the next meeting and that will  
286 be a high expense.

287 The consensus was to defer this item and include it in the Fiscal Year 2025 budget.

288 Mrs. Adams suggested scheduling the project for fall of 2024, beginning in October,  
289 since Fiscal Year 2025 commences October 1, 2024. Asked how many proposals were received,  
290 Mrs. Adams stated she was able to obtain two proposals. It was noted that the Lykins-Signtek  
291 proposal was very expensive at \$221,180.00.

292 Mrs. Adams stated no motion is needed; an Action Item will be created, as discussed.

293  
294 **ELEVENTH ORDER OF BUSINESS** **Consideration of Accepting Various Special**  
295 **Warranty Deeds for Various Buffer Tracts,**  
296 **Previously Recorded in the Official Records**  
297 **of Collier Couty, Florida**  
298

299 Mr. Pires presented the documents, which were discussed at length at previous  
300 meetings. Ms. Viegas noted that the documents are from 2021 and asked if the language issues  
301 Mr. Miller raised were addressed. Mr. Pires responded affirmatively.

302 Mr. Miller confirmed that no additional changes to language are needed.

303

304 **On MOTION by Ms. Viegas and seconded by Mr. Nuzzo, with all in favor, the**  
305 **various Special Warranty Deeds for various buffer tracts previously recorded in**  
306 **the official records of Collier Couty, Florida, as presented, were approved.**

307

308

309 **TWELFTH ORDER OF BUSINESS**

**Discussion: Cane Toads**

310

311 The Board and Staff discussed the unpleasant nature of cane toads and the danger that  
312 cane toads present to pets.

313 Ms. Viegas believes that Mr. DiNardo set a precedent by giving safety officers \$5 for  
314 each cane toad they captured, which, in her opinion, implies The Foundation's responsibility for  
315 cane toads.

316 Mrs. Adams stated the resident was advised that the CDD will not enter private  
317 property. She stated a coordinated effort would be necessary; the CDD is only responsible for  
318 up to the high-water mark into the lake. The HOAs would need to be involved because the  
319 HOAs need to do their part as well.

320 Mr. Miller noted that The Foundation would need to do its part as well.

321 Mr. Adams offered to have an expert do a presentation and noted that a PowerPoint  
322 presentation can be shared with other entities.

323 Mr. Miller suggested the Board review the presentation and then share it with the  
324 Village Council; he thinks the CDD's endorsement would be relevant to the villages adopting it.

325 Ms. Leone stated it was presented to the Village Council and no action was taken.

326 Mr. Miller stated a proposal will be included for joint work between the villages and the  
327 CDD.

328 Staff will schedule the presentation.

329

330 **THIRTEENTH ORDER OF BUSINESS**

**Consideration of Proposals for CDD  
Insurance**

331

332

333 Mr. Adams stated proposals for consideration are pending; he has not received any  
334 response to his requests for proposals. The CDD is currently covered by Egis. Three additional  
335 companies offer this type of insurance; he also requested proposals from the Florida League of

336 Cities, Preferred Governmental Insurance and Florida Municipal Insurance Trust, but none of  
337 them responded. He noted that CDDs have grown at a tremendous rate.

338 Mr. Klug voiced his opinion that the CDD essentially has a single source to go to, so it is  
339 just a matter of obtaining competitive proposals. Mr. Adams stated he has attempted to obtain  
340 additional proposals. He thinks the companies suspect that the CDD is shopping price and that  
341 the companies do not have time to respond.

342

343 **FOURTEENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
344 **Statements as of October 31, 2023**

345

346 Mr. Adams stated that \$1 million of the unassigned surplus fund balance was moved to  
347 Synovus Bank; starting with the December financials, some interest earnings should be noted.  
348 He believes the interest rate is 4.75%.

349 Mr. Miller noted that an income of \$70,000 is budgeted, but his expectation is that the  
350 CDD should earn \$100,000. Mr. Adams thinks the CDD should earn the amount budgeted, as he  
351 estimated conservatively.

352 Mr. Adams stated, as noted on Page 3, \$41,200 of the unassigned surplus fund balance  
353 was utilized to avoid a Fiscal Year 2024 assessment increase.

354 Ms. Viegas noted that Mrs. Adams responded to her questions about the financials prior  
355 to the meeting.

356 The financials were accepted.

357

358 **FIFTEENTH ORDER OF BUSINESS** **Approval of October 25, 2023 Regular**  
359 **Meeting Minutes**

360

361 The following change was made to the October 25, 2023 Regular Meeting Minutes:

362 Line 172: Change “lineal” to “linear”

363

364 **On MOTION by Mr. Klug and seconded by Mr. Nuzzo, with all in favor, the**  
365 **October 25, 2023 Regular Meeting Minutes, as amended, were approved.**

366

367

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

369

370 Item 3 was completed.

371 Item 16: Ms. Viegas stated the estoppel email link is not working. Mr. Adams will look  
372 into it.

373 Item 8: Mr. Pires discussed the letter he sent to SOLitude. He read part of the letter, and  
374 it was agreed that Mr. Pires will send a follow up letter to SOLitude demanding reimbursement  
375 in return, in the amount of \$9,302.58.

376 Ms. Viegas asked for the letters to be emailed to the Board.

377

378 **SEVENTEENTH ORDER OF BUSINESS**

**Staff Reports**

379

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

381 Mr. Pires stated, as previously discussed, the First Amendment to the Amador  
382 Temporary License Agreement for access and construction remains in effect until the earlier of  
383 the completion of the project or six months following the effective date of the Agreement,  
384 which was May 1, 2023. He suggested preparing a Second Amendment to the Agreement to  
385 extend the time to March 1, 2024.

386

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

390

391

392 Mr. Pires noted that Supervisors might have seen articles about City Council members  
393 being required to complete Form 6. He distributed a handout and discussed the new  
394 requirement for Supervisors to complete a four-hour ethics continuing education course every  
395 year. The course must be completed by December 31, 2024, but he recommends completing  
396 the requirement by July 1, 2024, so that, when Form 1 is filed with the Supervisor of Elections,  
397 the box can be checked to indicate the requirement was met.

398 Mrs. Adams noted that Ms. DiNardo's seat, Mr. Nuzzo's seat and Ms. Viegas' seat are up  
399 for election in the November 2024 General Election; these Supervisors should complete the  
400 course by July 1, 2024 to submit the certificate with their candidate qualifying paperwork, if  
401 they plan to run for re-election.

402 Mr. Pires provided a link to two online options and noted that one course costs \$79 and  
403 another costs \$75. The CDD will pay for it as a legitimate expenditure. A free course prepared



404 by the Florida Association of Special Districts (FASD) might be available in January or February  
405 2024. Updates will be provided as additional courses become available.

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

- 407 • **NEXT MEETING DATE: January 24, 2024 at 10:00 AM**

- 408 ○ **QUORUM CHECK**

409 Supervisors Miller, Viegas, Nuzzo and Klug confirmed their attendance at the January 24,  
410 2024 meeting.

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

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

413 Ms. Viegas asked about the report suggestion that a Request for Proposals (RFP) for  
414 Annual Audit Services be published, because she believes that, in all her years on the Board, an  
415 RFP for Annual Audit Services has not been advertised. Mrs. Adams stated that was just for  
416 informational purposes, for consideration next year. Mr. Adams noted that the audit process  
417 for the next audit is already underway. Mr. Miller noted that there have been no issues and  
418 that fees have been reasonable.

419 Ms. Viegas voiced her belief that the audit was presented to the Board late in recent  
420 years making it difficult to meet the statute date for submission. Mr. Adams stated that there  
421 has been growth in the industry. Ms. Viegas stated that the CDD #1 auditor provided the audit  
422 early and presented it to the Board early. Mr. Adams stated the CDD #1 audits have been  
423 presented timely, and the costs are comparable; the fees are reasonable, given the number of  
424 funds included in CDD #2’s audit.

425

426 **EIGHTEENTH ORDER OF BUSINESS**

**Adjournment**

427

428

429 **On MOTION by Mr. Klug and seconded by Ms. Viegas, with all in favor, the**  
430 **meeting adjourned at 11:04 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

437

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440

441

442 \_\_\_\_\_  
Secretary/Assistant Secretary

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

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

**ACTION/AGENDA  
ITEMS**

## FIDDLER'S CREEK CDD #2

#	MTG DATE ADDED TO LIST	ACTION/ AGENDA Or BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	08.25.21	<b>ACTION</b>	Staff: RE: Assessment increase: Mailed Notice & public notices should be an agenda item for Board review & editing prior to mailing.	X			
2	01.25.23	<b>BOTH</b>	Mr. Cole: Reconvene irrigation team to discuss irrigation system installation update.	X			
3	03.22.23	<b>ACTION</b>	Mr. Cole: Inspect location in Museo that might need a geotube repair for lake bank erosion. <b>10.25.23:</b> Mr. Cole: Inspect area again.	X	X		
4	05.31.23	<b>ACTION</b>	Auditor: Provide DRAFT AUDIT for early review in 2024	X			
5	06.28.23	<b>ACTION</b>	Mr. Cole: Ask Grady Minor why approx 30 locations of Pedestrian crossings that need signs were on the plan. Ascertain if Manual on Uniform Traffic Control Devices (MUTCD) requires signs. Mr. Pires: Advise Board if the CDD has liability.	X			
6	08.23.23	<b>ACTION</b>	Mr. Pires: Submit a formal demand to SOLitude for cleanup costs.	X			
7	10.25.23	<b>ACTION</b>	Mr. Nott: inspect the areas replanted by SOLitude and report status.	X			
8	10.25.23	<b>ACTION</b>	Mr. Pires: Work with Vice Chair to authorize further extension of the license agreements to January 31, 2024.	X			
9	10.25.23	<b>ACTION</b>	Mr. Cole: Check Grady Minor's plans regarding sign specifications.	X			
10	10.25.23	<b>ACTION</b>	Mr. Cole: Research if the use of those bond monies used for the traffic signal on US41 set a precedent.	X			
11	10.25.23	<b>ACTION</b>	Mr. Parisi: Have his Engineer review Mr. Cole's suggestions regarding necessary signage in Aviamar and report his findings.	X			
12	10.25.23	<b>ACTION</b>	District Management: Fix website issue related to email link for Estoppel letters. <b>12.13.23:</b> Ms. Viegas stated the estoppel email link is not working. Mr. Adams will look into the issue.	X			
13	12.13.24	<b>ACTION</b>	Mr. Pires: Send follow up letter to SOLitude demanding reimbursement in return in the amount of \$9,302.58. letters to be EMAILED to Board.	X			
14	12.13.24	<b>ACTION</b>	Mr. Hennessey: Provide Juniper's 2024 schedule to Mrs. Adams when received.	X			
15							
16							



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

**STAFF  
REPORTS**

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

**\*Exceptions**

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



**Wrathell, Hunt and Associates, LLC**

TO: Fiddlers Creek CDD #2 Board of Supervisors  
FROM: Cleo Adams – District Manager  
DATE: January 24, 2024  
SUBJECT: Monthly Status Report – Field Operations

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

**Fiscus Hedge Trimming:** Trimming of the Fiscus hedges adjacent to Museo Circle as well as Creative Lane are scheduled to commence the week of December 11<sup>th</sup>. Hedge cut back of three to four feet of the top and cutting back of the sides of the hedge, that is overgrown. This exercise to be addressed again during the growing season 2024.

**Irrigation:** Due to excessive wet/cool conditions watering has been adjusted due to plant bed diseases – as of January 8<sup>th</sup>.

**2024 Tree Trimming Schedule:** Provided by Ryan Hennessey and includes the following Schedules:

- Sandpiper Drive: Hardwoods/May; Palms/June/Fruited Palms/March & Oct.
- 41 Buffer Wall: Hardwoods/November; Palms/October.
- Fiddlers Parkway @ Lake 88: Hardwoods & Palms in September.
- Venetta: Hardwoods/April & Palms/November.

Note: Schedule not provided for Oyster Harbor and Aviamar

**Irrigation Gate Valves:** As discussed during the September meeting, Aqua-Matic has been directed to inspect all gate valves to ensure they are performing properly. Field review by Aqua-Matic have not yet been received.

**Lake Maintenance:** As approved at the August meeting, Superior Waterway Services commenced on September 1<sup>st</sup>. The initial clean-up required also commenced on September 1<sup>st</sup> for a cost of \$15,500.00.

**Note:** Tony Pires provided a letter to Solitude on December 7<sup>th</sup> surrounding their statement received on November 21<sup>st</sup> for August services in the amount of \$6,197.42.

**Note:** Superior to continue and monitor Lakes 5, 65 and 90 for the success of the littoral plantings.



**Cane Toads:** Is an agenda item for Board discussion at today’s meeting. Proposal is expected to be received and will be provided as a handout during the meeting. Pesky Varmits has been requested to attend and provide a presentation – Contractor not available until you March meeting, should the Board consider.

**Holiday Lighting Program:** As approved by the Board, the lighting of nine Royal Palms in the center median and adjacent to 41 on Sandpiper has been completed.

**Note:** Due to multiple days that the lighting was not working; Trimmers provided a \$500.00 credit against the \$3K of the contract.

**Auditor:** Keefe McCullough 2023 audit fee \$18,750.00; the district budgeted \$16,500.00 and the prior year fee was \$18K. Will be discussing potential RFP with the Board following acceptance of the 2023 Audit and while working on the 2025 fiscal budget year.

**Note:** Staff to add this to the Action Item List.

**Tobin Reyes Invoicing:** Staff received their invoice on November 29<sup>th</sup> after having to make a direct request from their accounting department. September/October invoicing \$5,131.00.

**Note:** Staff continues to have no choice but to “remind” this Attorney to provide monthly invoices.