

# **FIDDLER'S CREEK**

**COMMUNITY DEVELOPMENT**

**DISTRICT #2**

**REGULAR MEETING**

**AGENDA**

**December 12, 2018**

# 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

December 4, 2018

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:

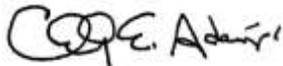
The Board of Supervisors of the Fiddler's Creek Community Development District #2 will hold a Regular Meeting on December 12, 2018 at 10:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items
3. Administration of Oath of Office to Newly Elected Supervisors, Elliot Miller [SEAT 2] and Bill Klug [SEAT 5] (*the following to be provided in a separate package*)
  - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - B. Membership, Obligations and Responsibilities
  - C. Financial Disclosure Forms
    - i. Form 1: Statement of Financial Interests
    - ii. Form 1X: Amendment to Form 1, Statement of Financial Interests
    - iii. Form 1F: Final Statement of Financial Interests
  - D. Form 8B – Memorandum of Voting Conflict
4. Consideration of Resolution 2019-01, Electing the Officers of the Fiddler's Creek CDD #2, Collier County, Florida
5. Special Counsel Update
6. Developer's Report/Update
7. Engineer's Report: *Hole Montes, Inc.*
8. Presentation/Consideration of Consulting Proposal by Irrigation Design Group (IDG)

9. Acceptance of Unaudited Financial Statements as of October 31, 2018
10. Consideration of Minutes
  - A. October 24, 2018 Regular Meeting
  - B. October 30, 2018 Emergency Meeting
11. Staff Reports
  - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
  - B. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: January 23, 2019 at 10:00 A.M.
  - C. Operations Manager: *Wrathell, Hunt and Associates, LLC*
    - Consideration of SOLitude Lake Management Proposals
      - Wax Myrtle Removal
      - Wax Myrtle Removal Revision
12. Supervisors' Requests
13. 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

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

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**RESOLUTION 2019-01**

**A RESOLUTION ELECTING THE OFFICERS OF THE FIDDLER’S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2, COLLIER COUNTY,  
FLORIDA**

WHEREAS, the Fiddler’s Creek Community Development District #2 was notified of the results of the General Election held on November 6, 2018 for Seats 2 and 5; and

WHEREAS, the Board of Supervisors of the Fiddler’s Creek Community Development District #1 desires to elect the below recited person(s) to the offices specified.

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

1. The following persons are elected to the offices shown:

Chair	_____
Vice Chair	_____
Secretary	_____ Chuck Adams _____
Treasurer	_____ Craig Wrathell _____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____ Craig Wrathell _____
Assistant Treasurer	_____ Jeff Pinder _____

PASSED AND ADOPTED this 12<sup>th</sup> day of December, 2018.

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

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

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

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Ms. Cleo Adams  
Fiddlers Creek  
Community Development Districts I and II  
8152 Fiddlers Creek Parkway  
Naples, Florida 34114

### Reference: Irrigation Design Group Consulting Services

Dear Ms. Adams:

Attached, please find a narrative with an accompanying cost estimate to provide Fiddlers Creek with consulting services to perform an analysis of the operation of the existing irrigation control system, the pumping plants that supply the water throughout the community and subsequent recommendations to provide the Community Development Districts with a comprehensive solution for the operation and management of the entire system.

We conducted informal information gathering interviews with Kevin Powers, Westco Turf, Mr. Ron Albeit, Ms. Marie Puckett and Mr. Richard Garcia that documented the current challenges that are currently being experienced in the overall operation and management of the system. After careful consideration of the research performed, it is our opinion that this master planned irrigation system has reached a cross roads where the original conception of the master planning of what the system was intended to do and the reality of what the system currently does now, has diverged into what appears to be an untenable situation. This is not because of who is currently responsible for the operation and management of the system, but more the result of the systems present limitations, current site conditions and challenges with the coordination and management of the numerous service providers responsible for the maintenance of the villages and common areas.

Our study is intended to look at every aspect of the operation and management of the system, the efficacy of the current control system, pump station operation and collect whatever data we believe necessary in order to formulate precise and practical solutions to achieve the required outcomes .

### Our approach is straightforward:

- Listen to your objectives and desired outcomes
- Catalogue the historical challenges you have faced
- Understand the operation of the Toro Site Pro control system
- Document how each system is currently being operated and managed
- Record hydraulic performance and determine the systems physical limitations
- Document all changes to the system that would improve system operation and management
- Develop solutions that embrace all points of view in order to seamlessly integrate the water distribution with the physical characteristics of the system the station will operate
- Produce a report that depicts our findings that includes recommendations of modifications that embraces the scope of our study, reflects your objectives, is cost effective, improves the overall efficiency of operation and will streamline system management





By performing comprehensive data collection of all three pump stations simultaneously, as they operate, will provide a correlated picture required to understand what is now the theoretically load being placed upon the system as compared to the actual load being placed upon the system as the Toro central control executes the automated programs through the night. This effort will require 100 percent corporation between all the village service providers as every controller must be connected to, and operated by, the central system.



Twenty four hour monitoring of the pump station shall also document the load that is being placed upon the system as the service providers perform their maintenance. The field pressure recorders shall also, in turn, record the operational pressure through the day and night.

By performing a comprehensive analysis of the entire system, we will be able to develop specific recommendations that are quantifiable and take a more detailed and pragmatic approach of what can be achieved based on the logistical challenges of the site, the demands of the landscape (within the context of how the system delivers water to it) and the limitations of the overall irrigation system. Simply stated, craft a solution around the system, acknowledging its limitations, rather than try to force the system to conform to the parameters that it can no longer maintain. We will offer you solutions that are intended to address operational issues and provide a measurable path to realize sustainable and cost effective management over the complete system.



Simply stated, our recommendations will incorporate the technology that is currently available today, acknowledging the existing equipment's limitations, rather than continue to embrace the methods that have traditionally been followed but are no longer working. We will offer you solutions that are intended to address operational issues and provide a measurable path to realize water conservation, while providing sustainable and cost effective management over the systems that the pump stations supply.

The modification of all of the systems within a community of this size along with all of the intricacies this situation has, is a complex undertaking requiring careful planning, accurate implementation, exhaustive field investigation and methodical documentation. It involves the coordination of various disciplines headed by a lead consultant that is knowledgeable in all facets of irrigation systems and is proficient in organizational capabilities and master planning. We are qualified to serve as lead consultant because of our substantial knowledge and expertise in the design, installation, service, operation and management of irrigation systems.

We are enthusiastic about undertaking a project of this scale and complexity and look forward to the opportunity of providing comprehensive services in order to achieve your goals and meet your expectations. Our objective is to provide you with a thorough analysis of the system, responsive design development, management of the modifications and accurate implementation of the modifications/restoration.

Respectfully submitted,

*Michael Perkins*

Michael Perkins, CID, CLIA



## IRRIGATION STUDY – SCOPE OF SERVICES

### Document Acquisition and Interviews

1. Obtain the various site plans and import them into a CAD file for documentation purposes.
2. Obtain any plans or specifications of the irrigation design and/or other plans relative to the irrigation and/or pump systems to include vendor documentation of specific pump information.
3. Meet with pump station service provider to gain a complete history of pump operation.
4. Obtain specifications from Flowtronix and review options available to add telemetry to the pump stations.
5. Meet with Westco Turf to discuss upgrade options available for the current system.
6. Interview service providers to gain an understanding of the challenges they face in the operation of the system.
7. Interview Village representatives to gain a perspective of the issues they currently are experiencing with the operation of the system.
8. Obtain copies of any previous reports, recommendations, studies, tests conducted, relevant correspondence, previous failures of the pump stations and/or mainline network or any other information that can be considered helpful in our analysis of the system from the current custodian of records.
9. Obtain other documents that are relevant to this study.



### Site Inspection

Perform a site investigation to establish and assemble all known facts about the specific components of the system.

1. Perform a complete assessment of the pump stations.
2. Document mainline layout and routing to each village supplied from the pump station including any common elements.
3. Perform calculations to evaluate capacity of the mainline as it relates to the size of the pipeline and the area of the community the pipeline supplies, to the extent necessary for our analysis.
4. Catalogue all controllers and identify which controllers are currently not added to the system. Document every controller currently in the stand alone configuration. Record model of controller and upgrade options available for that model. Get all controllers onto the network.
5. Locate and record point of connection filters to a random number of villages. Disassemble and check to see if there is an issue with snail development and/or determine if there is a quality of water issue.
6. Record controller program and catalogue irrigation layout, type of sprinkler utilized on the various stations and the application rates the sprinkler layout applies to the soil.



## Testing – Recording – Analysis

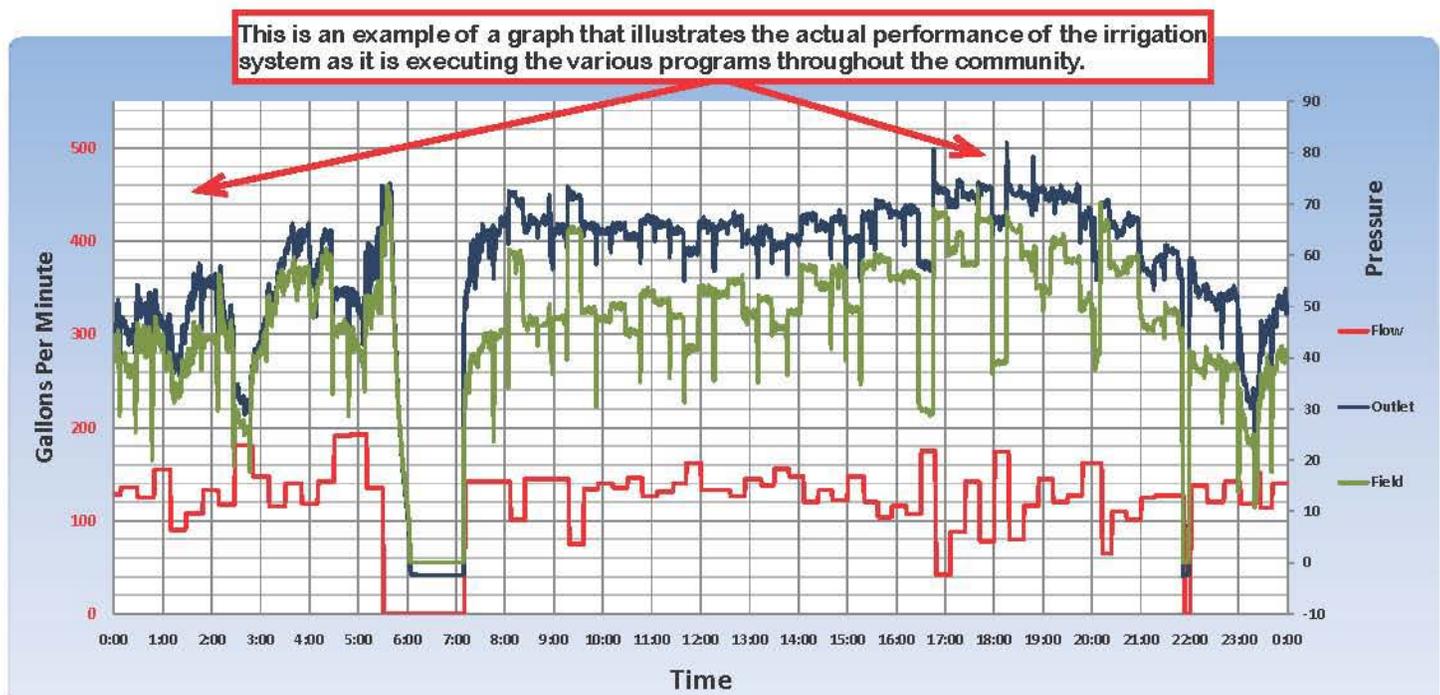
Perform a representative sampling of testing and/or monitoring of the system to include:

1. Install data acquisition equipment and monitor all three pump stations during their routine scheduled irrigation cycle. Collect simultaneous acquisition of pressure and flow data. Once the analysis is complete, the telemetry equipment shall be removed.
2. Install pressure recorders into the existing mainline piping at designated points and record pressure measurements in the field, during routine system operation. This is essential to get an accurate representation of the actual performance of the system during automated nighttime programming.
3. Visit the communities at specified intervals in order to download the data from the field recorders and continue running the testing until we have acquired sufficient data required for our analysis.
4. Record, in a random number of samples, at zone locations, actual operating pressure of the sprinklers within the zone (ending pressure) as compared to the pressure at the pump station (starting pressure). In effect, documenting the process; pump station - mainline - filter - sprinkler.
5. Perform a random sampling of soil moisture content measurement only to the extent necessary for our analysis to determine if current runtimes are adequate to recharge the soil profile.
6. Perform a random number of water audits, only to the extent necessary for our analysis, to determine application rates. This will provide the data necessary to determine what runtimes should be based of system efficiency.



## Charting

We will produce graphs that reflect the actual fluctuating field pressures with corresponding flow that occur during automated watering to record system efficiency and water used per cycle.





## Pump Station Telemetry



**PRESSURE**



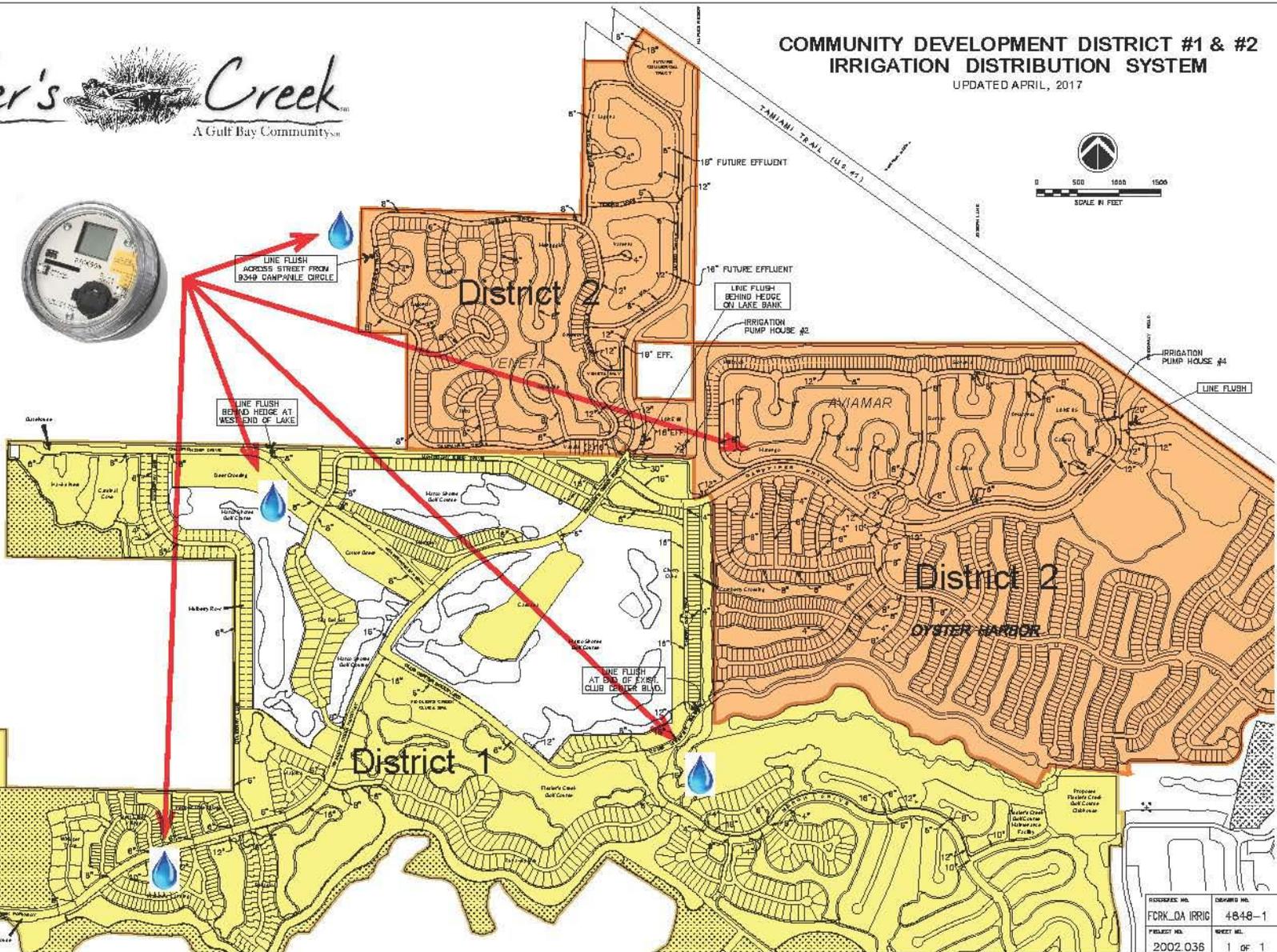
**FLOW**

Data acquisition equipment shall be installed at the pump station locations utilizing the existing pressure transducers and flow meters in order model the existing operation of the operation of the communities and common area irrigation systems. Flow and pressure data shall be collected as the system operates through its automated cycles throughout the week (data collection shall span across several weeks). This comprehensive data collection shall provide a complete documented understanding of the actual demand that is being placed on each of the systems pump stations and the hydraulic performance of the mainline network. Once the study is concluded the equipment shall be removed.

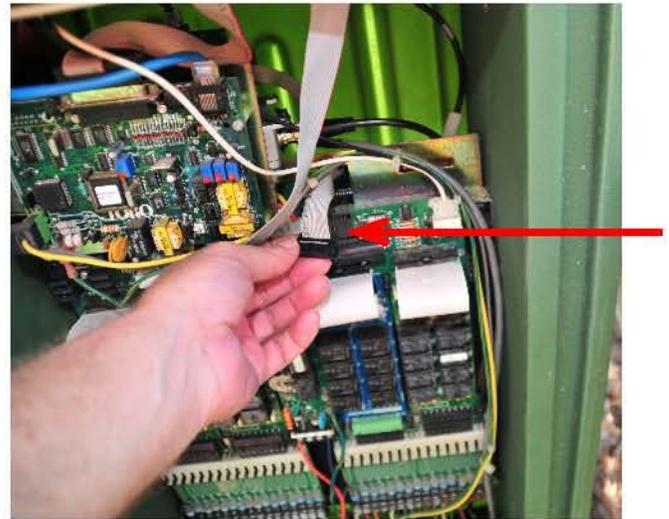
Pressure data recorders shall be installed at various points along the mainline network. They will record the actual operating pressure that is present in order to model the hydraulic characteristics of the mainline and verify low pressure programming claims.

*Fiddler's Creek*  
A Gulf Bay Community

COMMUNITY DEVELOPMENT DISTRICT #1 & #2  
IRRIGATION DISTRIBUTION SYSTEM  
UPDATED APRIL, 2017



REVISION NO.	DESIGN NO.
FCRK_OA_IRRIG	4848-1
PROJECT NO.	SHEET NO.
2002.036	1 of 1



As the controllers were inspected several different models and configurations were documented. One controller appeared to be disconnected from the network (above)



An inventory of all controllers shall be performed. Any controller not currently programmed into the Toro central shall be added. Any controller discovered disconnected shall be reconnected to the network.

A random number of filters at the point of connection from the main pipeline into a village shall be inspected and the condition of the filter documented.





## **Conceptual Design Development and Owners Meeting**

We will meet with the group designated by the Board of Directors and review our findings, as well as, our suggested recommendations. This conceptual proposal will be for presentation purposes only and will provide a detailed description of our recommendations. We will prepare a report, which will describe our findings, provide a narrative on the various options available with a list of proposed improvements, as well as, establish budgets with recommended methods of how to implement each item. Phasing options (if applicable) shall also be presented.



This presentation will provide the Board of Directors a clear explanation of the results of our research, the issues that we have identified in the operation and management of the system and exactly what configurations are available to take the system from where it currently is to where it needs to be to achieve the desired outcomes.

## **ENGINEERING STUDY – COMPENSATION**

### **SUMMARY OF FEES**

Our fee for providing consult/design services for this study shall be \$25,536.00, but does not include any fees associated with the need to utilize Westco Turf to repair any non-functioning controller, reimbursable expenses and/or outside consultants.

Services shall be billed monthly on a percentage completed basis.

### **Reimbursable Expenses & Outside Consultants:**

Standard expenses incurred by our office in conjunction with performing the aforementioned work are additional and reimbursable. This includes printing, postage, courier, lab fees, copies, plan reproduction, all of which shall be billed at cost. Outside consultants (if required and approved) hired to assist in the preparation or investigation of any aspect of the project shall be billed at cost plus 15%.

### **NOTE:**

All instrumentation necessary to perform this analysis shall be provided by our firm (controllers, flow equipment, pressure equipment, etc.). All equipment remains the property of Irrigation Design Group and the owner's equipment shall be restored to its original configuration upon the conclusion of our analysis. The existing flow meters and pressure transducers installed at the pump station shall be connected to our telemetry equipment. We shall monitor the operation of the pump station remotely from our office utilizing our central control computer equipment in conjunction with the telemetry equipment installed at the site. The field pressure recorder acquisition devices are stand alone devices and as such cannot be accessed remotely. We will be required to visit the site in order to download the data and clear the memory for the next sampling. The sampling may require weeks of operation in order for us to develop the profile necessary to complete the analysis. During our testing, we will coordinate our efforts with Fiddlers Creek as required.

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

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**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
FINANCIAL STATEMENTS  
UNAUDITED  
OCTOBER 31, 2018**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
OCTOBER 31, 2018**

	General	Debt Service Series 2003	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 2014-4	Debt Service Series 2015A-1	Debt Service Series 2015A-2	Debt Service Series 2015B	Capital Projects Series 2014-2	Capital Projects Series 2015A-1	Total Governmental Funds
<b>ASSETS</b>																
Cash	\$1,028,279	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,028,279
Investments																
Revenue A	-	9,730,297	104,371	126,239	135,001	-	259,052	-	308,147	302,101	269,081	75,112	-	-	-	11,309,401
Revenue B	-	18	-	-	-	15,590	-	54,834	-	-	-	-	66,406	-	-	136,848
Reserve A	-	175,248	50,752	50,752	-	125,581	-	125,581	101,488	-	110,130	36,778	-	-	-	776,310
Reserve B	-	-	-	-	-	-	-	-	-	-	-	-	187,599	-	-	187,599
Prepayment A	-	6,410,127	415,762	90,447	1,883	34,140	2,537	-	-	-	395,337	116,343	-	-	-	7,466,576
Prepayment B	-	511,845	-	-	-	-	-	-	-	-	-	-	2,198	-	-	514,043
Interest	-	-	-	-	-	118,955	-	93,579	-	-	-	-	-	-	-	212,534
Remedial	-	10,338	-	-	-	-	-	-	-	-	-	-	-	-	-	10,338
Construction	-	-	-	-	-	-	-	-	-	-	-	-	-	218,783	295,077	513,860
Optional redemption	-	-	-	-	-	-	-	-	70	-	-	-	-	-	-	70
COI	-	-	-	-	-	13	-	13	-	-	-	-	-	-	-	26
Due from other funds																
Debt service fund series 2003	-	-	-	51	-	-	-	-	-	-	-	-	-	-	-	51
Debt service fund series 2004	-	244,175	-	25,559	-	-	-	-	-	-	-	-	-	-	-	269,734
Debt service fund series 2014-2	-	-	-	-	-	-	-	2,524	-	-	-	-	-	-	-	2,524
Escrow 2003B	-	3,149,784	-	-	-	-	-	-	-	-	-	-	-	-	-	3,149,784
Accounts receivable	26,609	-	-	-	-	-	-	-	-	-	-	-	-	-	-	26,609
Assessments receivable	17,267	14,178	902	1,772	329	-	1,279	-	-	-	1,949	647	-	-	-	38,323
Prepaid int expense series A	-	178,802	-	-	-	-	-	-	-	-	-	-	-	-	-	178,802
Prepaid int expense series B	-	46,220	-	-	-	-	-	-	-	-	-	-	-	-	-	46,220
<b>Total assets</b>	<b>\$1,072,155</b>	<b>\$20,471,032</b>	<b>\$571,787</b>	<b>\$294,820</b>	<b>\$137,213</b>	<b>\$294,279</b>	<b>\$262,868</b>	<b>\$276,531</b>	<b>\$409,705</b>	<b>\$302,101</b>	<b>\$776,497</b>	<b>\$228,880</b>	<b>\$256,203</b>	<b>\$218,783</b>	<b>\$295,077</b>	<b>\$25,867,931</b>
<b>LIABILITIES AND FUND BALANCES</b>																
<b>Liabilities</b>																
*Accounts payable	\$ 46,267	\$ 435,319	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 481,586
Principal payable - A1	-	3,010,189	-	-	-	-	-	-	-	-	-	-	-	-	-	3,010,189
Interest payable - A1	-	7,490,005	-	-	-	-	-	-	-	-	-	-	-	-	-	7,490,005
Principal payable - B	-	4,197,412	-	-	-	-	-	-	-	-	-	-	-	-	-	4,197,412
Due to other funds																
Debt service fund series 2003	-	-	244,175	-	-	-	-	-	-	-	-	-	-	-	-	244,175
Debt service fund series 2005	-	51	25,559	-	-	-	-	-	-	-	-	-	-	-	-	25,610
Debt service fund series 2014-2E	-	-	-	-	-	-	2,524	-	-	-	-	-	-	-	-	2,524
Due to Fiddler's Creek CDD #1	27,077	-	-	-	-	-	-	-	-	-	-	-	-	-	-	27,077
Contract payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	532	532
Due to Developer	110,735	-	-	-	-	-	-	-	-	-	-	-	-	-	-	110,735
<b>Total liabilities</b>	<b>184,079</b>	<b>15,132,976</b>	<b>269,734</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,524</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>532</b>	<b>15,589,845</b>
<b>Fund balances:</b>																
Restricted for:																
Debt service	-	5,338,056	302,053	294,820	137,213	294,279	260,344	276,531	409,705	302,101	776,497	228,880	256,203	-	-	8,876,682
Capital projects	-	-	-	-	-	-	-	-	-	-	-	-	-	218,783	294,545	513,328
Unassigned	888,076	-	-	-	-	-	-	-	-	-	-	-	-	-	-	888,076
<b>Total fund balances</b>	<b>888,076</b>	<b>5,338,056</b>	<b>302,053</b>	<b>294,820</b>	<b>137,213</b>	<b>294,279</b>	<b>260,344</b>	<b>276,531</b>	<b>409,705</b>	<b>302,101</b>	<b>776,497</b>	<b>228,880</b>	<b>256,203</b>	<b>218,783</b>	<b>294,545</b>	<b>10,278,086</b>
<b>Total liabilities &amp; fund balances</b>	<b>\$1,072,155</b>	<b>\$20,471,032</b>	<b>\$571,787</b>	<b>\$294,820</b>	<b>\$137,213</b>	<b>\$294,279</b>	<b>\$262,868</b>	<b>\$276,531</b>	<b>\$409,705</b>	<b>\$302,101</b>	<b>\$776,497</b>	<b>\$228,880</b>	<b>\$256,203</b>	<b>\$218,783</b>	<b>\$295,077</b>	<b>\$25,867,931</b>

\*The entire series 2003 accounts payable relates billing from a third party which is in dispute.

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED OCTOBER 31, 2018**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ -	\$2,502,055	0%
Assessment levy: off-roll	8,304	8,304	99,648	8%
Interest & miscellaneous	38	38	7,500	1%
Total revenues	<u>8,342</u>	<u>8,342</u>	<u>2,609,203</u>	0%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	1,077	1,077	14,369	7%
Management	7,055	7,055	84,662	8%
Assessment roll preparation	-	-	22,500	0%
Audit	-	-	16,500	0%
Legal - general	-	-	17,500	0%
Legal - litigation	-	-	140,000	0%
Engineering	-	-	18,000	0%
Telephone	24	24	292	8%
Postage	-	-	2,000	0%
Insurance	8,219	8,219	8,868	93%
Printing and binding	50	50	595	8%
Legal advertising	-	-	2,000	0%
Office supplies	-	-	750	0%
Annual district filing fee	175	175	175	100%
Trustee	-	-	25,500	0%
Arbitrage rebate calculation	-	-	8,000	0%
Contingency	-	-	46,000	0%
Total administrative	<u>16,600</u>	<u>16,600</u>	<u>407,711</u>	4%
<b>Field management</b>				
Field management services	952	952	11,424	8%
Total field management	<u>952</u>	<u>952</u>	<u>11,424</u>	8%
<b>Water management</b>				
Other contractual	-	-	147,494	0%
Fountains	6,951	6,951	127,500	5%
Total water management	<u>6,951</u>	<u>6,951</u>	<u>274,994</u>	3%
<b>Street lighting</b>				
Contractual services	-	-	20,000	0%
Electricity	-	-	30,000	0%
Miscellaneous	-	-	1,000	0%
Total street lighting	<u>-</u>	<u>-</u>	<u>51,000</u>	0%

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED OCTOBER 31, 2018**

	Current Month	Year to Date	Budget	% of Budget
<b>Landscaping</b>				
Other contractual	-	-	1,109,000	0%
Improvements and renovations	-	-	75,000	0%
Contingencies	-	-	5,000	0%
Total landscaping	-	-	<u>1,189,000</u>	0%
<b>Access control</b>				
Contractual services	-	-	306,489	0%
Rentals & leases	-	-	27,331	0%
Fuel	-	-	7,198	0%
Repairs & maintenance - parts	-	-	3,374	0%
Repairs & maintenance - gate house	213	213	11,247	2%
Insurance	3,788	3,788	4,049	94%
Operating supplies	230	230	13,497	2%
Utilities	-	-	4,049	0%
Clickers	-	-	5,399	0%
Capital outlay	-	-	8,998	0%
Total access control	<u>4,231</u>	<u>4,231</u>	<u>391,631</u>	1%
<b>Roadway maintenance</b>				
Contractual services (street cleaning)	-	-	5,000	0%
Roadway maintenance	-	-	75,000	0%
Total roadway services	-	-	<u>80,000</u>	0%
<b>Irrigation</b>				
Controller repairs & maintenance	3,490	3,490	2,000	175%
Supply system	109	109	110,222	0%
Total irrigation	<u>3,599</u>	<u>3,599</u>	<u>112,222</u>	3%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	39,095	0%
Tax collector	-	-	52,126	0%
Total other fees & charges	-	-	<u>91,221</u>	0%
Total expenditures and other charges	<u>32,333</u>	<u>32,333</u>	<u>2,609,203</u>	1%
Excess/(deficiency) of revenues over/(under) expenditures	(23,991)	(23,991)	-	
Fund balances - beginning	912,067	912,067	1,119,322	
Fund balances - ending	<u>\$ 888,076</u>	<u>\$ 888,076</u>	<u>\$ 1,119,322</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2003  
FOR THE PERIOD ENDED OCTOBER 31, 2018**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 1,617,215	0%
Interest	26,744	26,744	-	N/A
Total revenues	<u>26,744</u>	<u>26,744</u>	<u>1,617,215</u>	2%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal A	-	-	530,000	0%
Interest A	-	-	1,003,106	0%
Total debt service	<u>-</u>	<u>-</u>	<u>1,533,106</u>	0%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	25,269	0%
Tax collector	-	-	33,692	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>58,961</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>1,592,067</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	26,744	26,744	25,148	
Fund balances - beginning	5,311,312	5,311,312	5,838,970	
Fund balances - ending	<u>\$ 5,338,056</u>	<u>\$ 5,338,056</u>	<u>\$ 5,864,118</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 OCTOBER 31, 2018**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 66,336	0%
Interest	766	766	-	N/A
Total revenues	<u>766</u>	<u>766</u>	<u>66,336</u>	1%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	15,000	0%
Interest	-	-	40,500	0%
Total debt service	<u>-</u>	<u>-</u>	<u>55,500</u>	0%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	1,037	0%
Tax collector	-	-	1,382	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>2,419</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>57,919</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	766	766	8,417	
Fund balances - beginning	<u>301,287</u>	<u>301,287</u>	<u>333,109</u>	
Fund balances - ending	<u>\$ 302,053</u>	<u>\$ 302,053</u>	<u>\$ 341,526</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 OCTOBER 31, 2018**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 213,481	0%
Interest	346	346	-	N/A
Total revenues	<u>346</u>	<u>346</u>	<u>213,481</u>	0%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	60,000	0%
Interest	-	-	136,800	0%
Total debt service	<u>-</u>	<u>-</u>	<u>196,800</u>	0%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	3,336	0%
Tax collector	-	-	4,448	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>7,784</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>204,584</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	346	346	8,897	
Fund balances - beginning	294,474	294,474	214,615	
Fund balances - ending	<u>\$ 294,820</u>	<u>\$ 294,820</u>	<u>\$ 223,512</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 OCTOBER 31, 2018**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 134,730	\$ 134,730	\$ 380,000	35%
Interest	3	3	-	N/A
Total revenues	<u>134,733</u>	<u>134,733</u>	<u>380,000</u>	35%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	110,000	0%
Interest	-	-	270,000	0%
Total debt service	<u>-</u>	<u>-</u>	<u>380,000</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>380,000</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	134,733	134,733	-	
Fund balances - beginning	2,480	2,480	757	
Fund balances - ending	<u>\$ 137,213</u>	<u>\$ 137,213</u>	<u>\$ 757</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 OCTOBER 31, 2018**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 376,222	0%
Interest	395	395	-	N/A
Total revenues	<u>395</u>	<u>395</u>	<u>376,222</u>	0%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	105,000	0%
Interest	-	-	257,513	0%
Total debt service	<u>-</u>	<u>-</u>	<u>362,513</u>	0%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	5,878	0%
Tax collector	-	-	7,838	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>13,716</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>376,229</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	395	395	(7)	
Fund balances - beginning	293,884	293,884	293,177	
Fund balances - ending	<u>\$ 294,279</u>	<u>\$ 294,279</u>	<u>\$ 293,170</u>	

On June 15, 2018, the District bifurcated the Series 2014-1 Bonds into two separate Bond Series- Series 2014-

**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 OCTOBER 31, 2018**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 258,008	\$ 258,008	\$ 753,100	34%
Interest	5	5	-	N/A
Total revenues	<u>258,013</u>	<u>258,013</u>	<u>753,100</u>	34%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	235,000	0%
Interest	-	-	518,100	0%
Total debt service	<u>-</u>	<u>-</u>	<u>753,100</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>753,100</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	258,013	258,013	-	
Fund balances - beginning	2,331	2,331	60	
Fund balances - ending	<u>\$ 260,344</u>	<u>\$ 260,344</u>	<u>\$ 60</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 OCTOBER 31, 2018**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 435,996	0%
Interest	368	368	-	N/A
Total revenues	<u>368</u>	<u>368</u>	<u>435,996</u>	0%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	130,000	0%
Interest	-	-	290,100	0%
Total debt service	<u>-</u>	<u>-</u>	<u>420,100</u>	0%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	6,812	0%
Tax collector	-	-	9,083	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>15,895</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>435,995</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	368	368	1	
Fund balances - beginning	276,163	276,163	275,392	
Fund balances - ending	<u>\$ 276,531</u>	<u>\$ 276,531</u>	<u>\$ 275,393</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 OCTOBER 31, 2018**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 63,004	0%
Assessment levy: off-roll	246,300	246,300	651,893	38%
Interest	219	219	-	N/A
Total revenues	<u>246,519</u>	<u>246,519</u>	<u>714,897</u>	34%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	220,000	0%
Interest	-	-	492,600	0%
Total debt service	<u>-</u>	<u>-</u>	<u>712,600</u>	0%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	984	0%
Tax collector	-	-	1,313	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>2,297</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>714,897</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	246,519	246,519	-	
Fund balances - beginning	163,186	163,186	659,415	
Fund balances - ending	<u>\$ 409,705</u>	<u>\$ 409,705</u>	<u>\$ 659,415</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE EXCHANGE FUND SERIES 2014-4 (SERIES 2005)  
FOR THE PERIOD ENDED OCTOBER 31, 2018**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 301,449	\$ 301,449	\$ 874,200	34%
Interest	1	1	-	N/A
Total revenues	<u>301,450</u>	<u>301,450</u>	<u>874,200</u>	34%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	270,000	0%
Interest	-	-	604,200	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>874,200</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	301,450	301,450	-	
Fund balances - beginning	651	651	504,374	
Fund balances - ending	<u>\$ 302,101</u>	<u>\$ 302,101</u>	<u>\$ 504,374</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 OCTOBER 31, 2018**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 49,889	\$ 49,889	\$ 311,559	16%
Interest	936	936	-	N/A
Total revenues	<u>50,825</u>	<u>50,825</u>	<u>311,559</u>	16%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	65,000	0%
Interest	-	-	235,200	0%
Total debt service	<u>-</u>	<u>-</u>	<u>300,200</u>	0%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	4,868	0%
Tax collector	-	-	6,491	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>11,359</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>311,559</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	50,825	50,825	-	
Fund balances - beginning	<u>725,672</u>	<u>725,672</u>	<u>486,309</u>	
Fund balances - ending	<u><u>\$ 776,497</u></u>	<u><u>\$ 776,497</u></u>	<u><u>\$ 486,309</u></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 OCTOBER 31, 2018**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 22,916	\$ 22,916	\$ 105,548	22%
Interest	265	265	-	N/A
Total revenues	<u>23,181</u>	<u>23,181</u>	<u>105,548</u>	22%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	35,000	0%
Interest	-	-	66,700	0%
Total debt service	<u>-</u>	<u>-</u>	<u>101,700</u>	0%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	1,649	0%
Tax collector	-	-	2,199	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>3,848</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>105,548</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	23,181	23,181	-	
Fund balances - beginning	205,699	205,699	213,334	
Fund balances - ending	<u>\$ 228,880</u>	<u>\$ 228,880</u>	<u>\$ 213,334</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 OCTOBER 31, 2018**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 66,328	\$ 66,328	\$ 132,813	50%
Interest	254	254	-	N/A
Total revenues	<u>66,582</u>	<u>66,582</u>	<u>132,813</u>	50%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Interest	-	-	132,813	0%
Total debt service	<u>-</u>	<u>-</u>	<u>132,813</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>132,813</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	66,582	66,582	-	
Fund balances - beginning	189,621	189,621	242,001	
Fund balances - ending	<u>\$ 256,203</u>	<u>\$ 256,203</u>	<u>\$ 242,001</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 OCTOBER 31, 2018**

	Current Month	Year to Date
<b>REVENUES</b>		
Interest & miscellaneous	\$ 304	\$ 304
Total revenues	304	304
<b>EXPENDITURES</b>		
Capital outlay	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	304	304
Fund balances - beginning	218,479	218,479
Fund balances - ending	\$ 218,783	\$ 218,783

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND 2015  
FOR THE PERIOD ENDED OCTOBER 31, 2018**

	<u>Current Month</u>	<u>Year to Date</u>
<b>REVENUES</b>		
Interest & miscellaneous	<u>\$ 516</u>	<u>\$ 516</u>
Total revenues	<u>516</u>	<u>516</u>
<b>EXPENDITURES</b>		
Capital outlay	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	516	516
Fund balances - beginning	<u>294,029</u>	<u>294,029</u>
Fund balances - ending	<u><u>\$ 294,545</u></u>	<u><u>\$ 294,545</u></u>

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

**10A**

**DRAFT**

**MINUTES OF MEETING**

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

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The Board of Supervisors of the Fiddler’s Creek Community Development District #2 held a Regular Meeting on October 24, 2018 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

**Present at the meeting were:**

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

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	Assistant Regional Manager
Jason Olson	Assistant Regional Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Carrie Robinson (via telephone)	Special Counsel
Ron Albeit	The Foundation
Tony DiNardo	Developer
Valerie Lord	Developer Counsel
Robert Dieckmann	Project Manager
Marie Puckett	Fiddler's Creek Security
Michael Laurence	Resident
Karen Brannon	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 10:00 a.m. All Supervisors were present, in person.

**SECOND ORDER OF BUSINESS**

**Public Comments: Non-Agenda Items**

Mr. Miller asked if there were any public comment cards. Two were submitted.

Mr. Michael Laurence, a Millbrook resident, stated that, at the May, 2018 meeting, he reported a missing street light on Aviamar, across from his house that was knocked down by Pulte, and asked why it was not replaced. He felt that the missing street light posed a safety

43 issue and suggested replacing it with one of the many street lights in the community that were  
44 not yet energized. Mr. Cole stated that Pulte indicated that they have a picture showing a trash  
45 truck that was picking up a dumpster knocking over the street light by Lennar's construction; he  
46 does not have the picture but will follow up. Mr. Miller asked Mr. Cole if he was told by Pulte  
47 that it was a Lennar issue. Mr. Klug suggested replacing the street light and then determining  
48 who will reimburse the District, after the fact. Mrs. Adams stated she will order the street light.  
49 Mr. Miller asked Mr. Laurence why he thinks Pulte knocked the light down. Mr. Laurence  
50 stated that Lennar did not have any dumpsters where the light is missing; rather, Pulte was  
51 working on the park area on the corner, which is when he saw Pulte knock it down. Mr. Miller  
52 stated, if Pulte does not supply the picture, then the District should bill them and Mr. Pires  
53 could send a demand letter. Mr. DiNardo stated that he will have The Foundation send the  
54 letter because he believes Pulte will pay more attention to The Foundation than the District.

55       Regarding the location of a street light Mr. Laurence claimed it was taken down by Pulte  
56 when they were building homes on Amaranda Court, Mr. DiNardo stated that The Foundation  
57 can determine if the light existed; by the end of November, every street light will have a GPS  
58 tag. Ms. Viegas recalled discussion where Mr. Adams stated Pulte moved some lights due to  
59 replatting. Mr. Adams replied affirmatively.

60       Ms. Karen Brannon, a Marengo resident, stated that she was impressed by the work  
61 that has been done in the community, since the hurricane, and was surprised that something  
62 was done with landscaping at the entrance to Aviamar; however, was disappointed with what  
63 she saw. She asked about the decision-making process regarding the plants, who had input,  
64 etc. Mr. Miller explained the entire process of the Restoration Plan, following the hurricane,  
65 and everyone that was involved. Ms. Brannon questioned why the Aviamar fountain  
66 landscaping area and the area in front of the fountain was not as colorful or as nice as Oyster  
67 Harbor across the street. She again asked how the planting decisions were made, who was  
68 involved and who had input. Mr. Miller stated that there was community-wide input. Mr.  
69 DiNardo stated the Oyster Harbor plants had growth of four years and time is needed for the  
70 new Aviamar plantings to take root; bare spots must be given time to fill in. Mr. Miller noted  
71 that plantings around the Veneta fountain at first looked dead but now, with time, they have  
72 grown and look great. Mr. Dieckmann noted that Aviamar is one of the most recent areas  
73 planted, so it needs time.

74

75 **THIRD ORDER OF BUSINESS****Special Counsel Update**

76

77 Ms. Robinson stated the depositions will continue through October and November; the  
78 discovery cutoff date is currently December 14<sup>th</sup>. Mr. Miller asked when the deposition of Mr.  
79 Scott Strodthoff, of U.S. Bank, would take place. Ms. Robinson replied November 16<sup>th</sup>. Mr.  
80 Miller stated that it is imperative that Mr. Reyes attend the deposition. Ms. Robinson stated  
81 that Mr. Reyes' attendance at the November 16<sup>th</sup> deposition should not present an issue;  
82 however, Mr. Reyes shattered his kneecap and will have surgery on October 31<sup>st</sup>, so his  
83 attendance is somewhat dependent upon his surgery. Mr. Reyes will attend the hearing on  
84 Monday on the motion to bifurcate. Mr. Reyes is expected to be mobile 10 to 14 days after the  
85 surgery. Due to this, Dr. Hank Fishkind's deposition, originally scheduled for October 31<sup>st</sup>, was  
86 rescheduled and Ms. Robinson will cover other depositions, in the interim.

87 Ms. Robinson stated that the hearing on Monday is on U.S. Bank's motion to bifurcate  
88 the trial to separate the CDD #2 trial from the CDD #1 trial. Her firm filed a lengthy,  
89 comprehensive response in opposition.

90 Discussion ensued about the change in judges, the new judge's upcoming retirement on  
91 December 31<sup>st</sup> and the next judge that will be assigned. Mr. Miller asked about the pretrial  
92 order for non-binding arbitration that was ordered. Ms. Robinson stated that this is now a  
93 perfunctory order that is issued in every case where a trial in excess of five days is requested.  
94 Mr. Miller stated that the District wants mediation, not arbitration, and asked if that would be  
95 dealt with before the current judge. Ms. Robinson said the attorneys discussed it and are  
96 waiting for the Monday hearing to see what happens regarding the bifurcation. If the judge  
97 rules denying the bifurcation, the request for mediation will be made but, if the case is  
98 bifurcated, then the motion for mediation will likely not be needed.

99 Mr. Miller asked about the interpleader case. Ms. Robinson stated that there was  
100 nothing to report, since last month.

101 Mr. Klug asked for the distinction between non-binding arbitration and mediation. Mr.  
102 Miller stated the difference is witnesses; in mediation, both sides present before a mediator.

103 **Ms. Robinson left the meeting.**

104

105 **FOURTH ORDER OF BUSINESS****Developer's Report/Update**

106

107 This item was presented following the Fifth Order of Business.

## 108 FIFTH ORDER OF BUSINESS

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

109

110 Mr. Cole distributed an update on Hurricane Irma restoration and noted the following:

111 ➤ CDD #2 landscape work, in the CDD's portion, was substantially complete and an  
112 inspection was performed; punch list items remained.

113 ➤ The HOAs should be completed in November.

114 ➤ Street light and signage repairs were substantially complete, with a few punch list items  
115 remaining.

116 ➤ A section of repair work on the fence, adjacent to the weir, must be inspected.

117 Mr. Klug stated that some trees look like they will not survive and asked how that would

118 be handled, with regard to the warranty, if they die. Mr. Dieckmann stated trees planted by

119 Juniper have a one-year warranty; if they die, he will have Juniper replace them, if necessary.

120 Ms. Viegas asked if the Aviamar irrigation issues that she emailed about, and sent pictures of

121 dying bushes, was addressed; Juniper had claimed that GulfScapes was shutting off irrigation

122 for the new plantings so they were not receiving enough water. Mrs. Adams stated that

123 GulfScapes is now claiming that Juniper is doing the same thing; both landscapers got together

124 and the irrigation issues were being resolved.

125 Mr. Cole continued his report:

126 ➤ Attempting to obtain proposals for sidewalk and curb repairs in multiple areas  
127 throughout the CDD. Some areas need to be remarked due to pressure washing.

128 Ms. DiNardo mentioned that some areas were not marked but need repairs, such as an

129 area just before Lagomar, before Campanile. Ms. Viegas noted a curb issue on Sandpiper that

130 she sent photos of months ago; it was not marked but areas on either side of it were marked.

131 Mr. Cole will make sure both areas are included in the repairs.

132 ➤ Re-inspected Millbrook with Lennar, where the paver block repairs were made;  
133 everything was completed except for two minor punch list items.

134 ➤ Valley gutter repairs in Millbrook were completed by Lennar and the sidewalk repairs  
135 should be completed soon.

136 ➤ Followed up on the dip in the sidewalk on Museo Circle that Mr. Klug brought up at the

137 last meeting and it must be determined if it is an irrigation pipe issue. A yard drain could be

138 installed to eliminate the pooling of water.

139 Mr. Cole distributed a pay draw for approximately \$1,200, related to the Series 2005  
140 bond, for engineering work done by GradyMinor for final acceptance of different projects. One  
141 project was the wall on the north side of Sandpiper discussed earlier.

142 ▪ **Developer's Report/Update**

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

144 Mr. DiNardo reported the following:

145 ➤ The construction road between Fiddler's Creek Parkway and Veneta will be dismantled  
146 in the next two weeks. The land is owned by Taylor Morrison and they will be constructing  
147 homes in that area.

148 ➤ The Sandpiper wall project was submitted for permitting. Once the permit is received,  
149 construction of the continuation of the wall down Sandpiper would commence.

150 ➤ The terms of the Publix lease were done and the Publix contract lease should be  
151 executed by the end of the month. Once done, signage will be put on the site and, in January,  
152 the design and planning phase will start. Work on Sandpiper will begin in the second and third  
153 quarters of 2019.

154 Mr. Miller asked why Mr. DiNardo is doing the work, rather than Publix et al. Mr.  
155 DiNardo said he wants to do it, since he still owns the land. Mr. Miller asked about what Publix  
156 is looking for in terms of homes. Mr. DiNardo said Publix wants 1,000 homes to be constructed  
157 in a five-mile radius for them to start.

158 ➤ The Foundation is studying taking the safety patrols away from the Districts and putting  
159 them into The Foundation because changes in tax laws make it no longer beneficial for it to not  
160 be with The Foundation.

161 ➤ The gatehouses need improvement. The Foundation will pay for it out of the Delta  
162 account, rather than the Districts, if they take the safety patrols back.

163 Mr. Miller asked Mr. DiNardo to explain the Delta account to the audience. Mr. DiNardo  
164 stated that the Delta account is funded by the difference between what the original  
165 homeowners paid to The Foundation, versus the \$15,000 Capital Acquisition Fee that is charged  
166 now when the original owner sells the home. The original owner only gets back what he/she  
167 paid The Foundation at the time. He discussed items that were funded by the Delta account.

168 Mr. DiNardo stated the gatehouses will look like the corporate buildings out front, on  
169 951, and what the Club will look like when it is painted. There will be a study and an architect  
170 involved to review and design the gatehouses. It will be presented to the CDD #1 and CDD #2

171 Boards. Ms. Viegas asked Mr. DiNardo if the District's budget would be reduced, if The  
172 Foundation takes back patrols. Mr. DiNardo replied affirmatively and discussion ensued about  
173 how much is charged to put the CDD assessments on the tax bills, which would be reduced,  
174 because The Foundation would include the cost in its quarterly fee.

175 Ms. Viegas asked Mr. DiNardo if the construction of the Sandpiper wall would start at  
176 US41 and continue along Sandpiper, towards the current gatehouse. Mr. DiNardo replied  
177 affirmatively.

178 Mr. DiNardo stated he wanted to address the Creative Lane trimming proposals. There  
179 is money in the Restoration Fund to clean up the staging areas that were used for this project.  
180 As a part of their contract, Juniper has an obligation to clean up the staging areas along Creative  
181 Lane. He proposed that the trimming that needs to be done on Creative Lane and the extension  
182 area of Fiddler's Creek Parkway can be done by Juniper at a better cost than the two proposals  
183 in the agenda book. He recommended the Board wait until after this clean up phase before  
184 approving any proposals. The Board agreed.

185 ▪ **Update: Cranberry Crossing/Oyster Harbor Canal Bank Dedications**

186 **This item, previously part of Item 13A, was presented out of order.**

187 Mr. DiNardo showed a diagram noting the canal between Cranberry Crossing and Oyster  
188 Harbor, which was built with CDD #1 bond funds. The Developer wanted to control title of the  
189 canal in case modifications were needed, but there are Maintenance Agreements for  
190 maintenance. The intent was for a certain half to be maintained by CDD #2 and the other half  
191 maintained by CDD #1. The canal has been in place for 20 years and there have been no bank  
192 erosion issues. He believed it would be fair for both CDDs to be responsible for the canal, with  
193 each CDD taking care of one side so, if there is any erosion issues, the specific CDD responsible  
194 for that side would be responsible. Mr. Miller suggested having CDD #1 be responsible for all of  
195 it, with CDD #2 paying CDD #1 for the Oyster Harbor side, since, as discussed at the last  
196 meeting, CDD #1 has been doing it all along. Mrs. Adams stated SOLitude is the lake  
197 maintenance company that performs the maintenance. Discussion ensued. Mr. Pires believed  
198 that CDD #1 does not maintain the vegetation on the east side, next to Oyster Harbor. Mrs.  
199 Adams concurred. Mr. Pires stated that CDD #2 has the open space tracts in Oyster Harbor,  
200 which is why the concept was that CDD #2 would maintain the vegetation, because CDD #2  
201 already has access to the open space to maintain it and CDD #1 does no maintenance activities  
202 on the vegetation on that side.

203 Mr. Pires stated that CDD #1 approved the draft Interlocal Agreement; CDD #1 would  
204 still address lake bank erosion and CDD #2 would just maintain the shoreline vegetation on the  
205 east side.

206 Mr. DiNardo stated that he will make a presentation to the CDD #1 and CDD #2 Boards,  
207 at their respective November 14<sup>th</sup> meetings. He will outline a number of major transactions that  
208 will be happening in the community. He has to wait until after October 31<sup>st</sup> for agreements to  
209 be in place.

210

**211 SIXTH ORDER OF BUSINESS****211 Consideration of Revised Post Orders**

212

213 Mr. Klug recalled that he raised an issue at the last meeting about Item 1, on Page 4,  
214 which refers to a contract that he requested, but he only received an amendment that expired  
215 November, 2013. The minutes of the last meeting stated NOTE: I could not find the following  
216 statement in the minutes of the last meeting, but I did not delete it. "Following the last  
217 meeting, he received copies of all documentation relating to the contract; the first amendment  
218 to the contract created an affirmative obligation on the CDD to renew and it does not  
219 automatically renew." Mr. Klug read from the amendment "Thereafter, the District shall have  
220 the right and option to renew the contract each year thereafter by providing notice of its  
221 intention to renew the contract not less than 30 days prior to the next succeeding contract  
222 anniversary date." He believes the CDD has to provide notice to renew and questioned if the  
223 District had given notice. Mr. Adams stated that Management has sent the annual renewals  
224 and apologized for the confusion in the terminology; the renewals really just reflect the  
225 adjusted payroll expense that the District is expected to pay to The Foundation. He recalled  
226 that Mr. Albeit provides updated payroll numbers for the upcoming fiscal year, which are added  
227 into the budget. The major part of the renewal is a reflection of the adjustment in the payroll  
228 amounts that the District is obligating itself to. Mr. Miller stated that Mr. Klug's question was  
229 whether the District actually goes through the written procedure to renew the contract, in the  
230 30-day time frame. Mr. Adams replied affirmatively that he sends the renewal notice on behalf  
231 of the District. Mr. Klug questioned if it was okay for Mr. Adams to renew the contract,  
232 annually, without input from the Board. Mr. Pires stated that, when the Board approves the  
233 budget, part of it is Access Control/Security, which is based on the rates for that year; however,

234 in the future when adopting the budget, it might be good to include recognition that the  
235 renewal notice is being sent.

236 Mr. Miller asked Ms. Viegas if she had any additional changes. Ms. Viegas stated that  
237 she met with Ms. Puckett, prior to the meeting, and gave her a list of final corrections that were  
238 needed. Mrs. Adams noted that CDD #1 also asked for email addresses to be added to the  
239 Security staff members listed in the Post Orders and for Page 1 to reflect today's date.

240 • **Broken Irrigation Response List**

241 Mr. Miller referred to the Broken Irrigation Response List, in the Post Orders, and stated  
242 that much of that information in the Post Orders needs to be reviewed, such as correcting the  
243 name of the Menaggio landscaper, which is GulfScapes. Mr. Klug noted that Varenna will be  
244 changing their landscaper and asked how Ms. Puckett would keep the list updated. Ms. Puckett  
245 stated that someone must tell her when the landscaper changes in each village. Each HOA  
246 Board should be responsible to let her know.

247 ▪ **Oyster Harbor Partial Redemption and Consideration of Agreement By and Between**  
248 **the Fiddler's Creek CDD#2 and Taylor Morrison Regarding the Direct Collection of**  
249 **Special Assessments for Fiscal Year 2018-2019**

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

251 Mr. DiNardo stated the potential that the title of property currently owned by FC Oyster  
252 Harbor will be put in the name of Taylor Morrison. Currently FC Oyster Harbor is billed directly  
253 for its CDD #2 special assessments. Mr. DiNardo wants Taylor Morrison to be given the ability to  
254 have the same direct billing scenario. The Agreement will only be done if Taylor Morrison gets  
255 title to the property currently owned by FC Oyster Harbor, which will be known on October 31<sup>st</sup>.  
256 Mr. Miller asked why the Agreement is only for one year and what happens if there are unsold  
257 properties after the one year. Mr. DiNardo said Taylor Morrison only requested one year and  
258 would come back to the District, if they need more time or they might, potentially, want to take  
259 the land and the debt out of the District; Taylor Morrison must develop a plan and then give a  
260 presentation. Mr. Miller asked why the Agreement did not have a renewal option and if Taylor  
261 Morrison would have any objection to it. Mr. DiNardo replied no but, with the one-year time  
262 frame, the Landowner must tell its plans to the Board. Mr. Miller asked that this be added to  
263 the Agreement. Mr. DiNardo cautioned against making the Agreement more complicated than  
264 it needs to be; all that Taylor Morrison is asking for is one year. Mr. Miller expressed his  
265 objection to the provision, in the last sentence of Paragraph 2, in the Agreement, which states

266 that, in the event the District must enforce its rights against Taylor Morrison, the District  
267 Manager and District Counsel could make a decision without authorization by the Board;  
268 basically meaning that a foreclosure proceeding could be started by Mr. Adams and Mr. Pires,  
269 without the Board's approval. Mr. Adams explained the form used was from another District  
270 with a Developer-controlled Board but that is not the case, in this instance. It was agreed that  
271 the entire sentence would be taken out.

272 Mr. Pires recommended approving the Agreement in substantial form, in case  
273 comments are received from Taylor Morrison.

274 There was discussion about the November payment. Mr. DiNardo stated the November  
275 payment has been made. As the current Landowner, Mr. DiNardo will transfer the payment to  
276 the Trustee on Monday, meaning all the interest is paid, as of October 31<sup>st</sup>. Mr. Pires noted  
277 that Ms. Alice Carlson, of AJC Associates, Inc., recommended this Agreement.

278 Mr. Miller stated that it is important to remove the sentence because, in the litigation  
279 against U.S. Bank, U.S. Bank constantly asserts that the Developer controls the CDD #2 Board,  
280 despite his testimony that it does not; therefore, he does not want anything in any agreements  
281 that could be interpreted by U.S. Bank to mean that the Developer controls the CDD #2 Board.

282 Mr. DiNardo recommended adding a renewal option, since the Agreement is being  
283 amended. The Board agreed. Mr. Adams suggested it be stated that, by July of each year, the  
284 request for extension should be made by Taylor Morrison. Mr. Pires suggested approving the  
285 Agreement with the changes noted, as well as the scrivener's errors found by Ms. Viegas, and  
286 for the Chair to approve any other changes from Taylor Morrison, and for the Chair to execute  
287 the final, revised Agreement, so it would be ready to execute on October 31<sup>st</sup>.

288

289 **On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, the**  
290 **Oyster Harbor Partial Redemption and Agreement By and Between the**  
291 **Fiddler's Creek CDD #2 and Taylor Morrison Regarding the Direct Collection of**  
292 **Special Assessments for Fiscal Year 2018-2019, in substantial form and**  
293 **amended, as discussed, and including correction of scrivener's errors, and**  
294 **authorizing the Chair to approve other changes from Taylor Morrison and**  
295 **execute the final Agreement, were approved.**

296

297

298 • **Property Management Company Contact List**

299 Mr. Miller asked if there were any comments on the Property Management Company  
300 Contact List, other than the ones discussed. Mr. Adams stated that these would always be  
301 changing.

302 ▪ **Discussion: Street Light Brightness Concerns**

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

304 Mrs. Adams stated that some residents like the lights bright, while others feel they are  
305 too bright.

306 Mr. Miller stated he received a letter from a CDD #2 resident saying he could not sleep  
307 because of the brightness of the street lights and asking if some street lights could be dimmed.  
308 He suggested to the resident that he attend a meeting to explain his issue. The resident asked if  
309 some street lights could be dimmed and others not, specifically, main streets could be bright  
310 and cul-de-sacs could be dim. The resident could not attend the meeting because he would not  
311 be in town. Ms. DiNardo stated it was an older community in CDD #2 and no one had ever  
312 complained before. Mr. Adams noted that the street light is over 545’ away from the resident’s  
313 home. Discussion ensued about safety concerns of dimming lights, how far away the resident's  
314 home is from the light, alternatives that the resident could implement to alleviate the  
315 brightness, such as plantation shutters, black out screens, etc.

316

317 **On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor,**  
318 **keeping the brightness level of the street lights, as is, was approved.**

319

320

321 **SEVENTH ORDER OF BUSINESS**

**Discussion/Consideration of Bentley  
Electric LED Street Light Conversion  
Proposal**

324

325 A \$61,480 proposal from Bentley Electric to retrofit all street lights and replace the  
326 bulbs with LED bulbs was included in the agenda. Ms. Viegas asked if this was included in the  
327 Fiscal Year 2019 budget. Mr. Adams said no but Fiscal Year 2019 budget funds could be  
328 repurposed for this, or it could be budgeted for Fiscal Year 2020. The Board consensus was to  
329 table this until the Fiscal Year 2020 budget discussions, and consider it then. Mr. Adams would  
330 ask for a return on investment (ROI) analysis.

331

332 **EIGHTH ORDER OF BUSINESS**

**Discussion: Street Light Brightness  
Concerns**

333

334 This item was discussed prior to the Seventh Order of Business.

335

336 **NINTH ORDER OF BUSINESS**

**Consideration of Proposals for Street Light  
and Street Sign Refurbishment**

337

338

339 **A. Florida Painters**

340 **B. Lykins Signtek**

341 Mrs. Adams stated that proposals were received from Florida Painters and Lykins

342 Signtek (Lykins). Both were asked to provide proposals that split the work into three phases.

343 The proposal prices were \$57,000 from Florida Painters and \$101,796 from Lykins.

344 Mr. Miller noted the District was familiar with Lykins and asked where Florida Painters

345 came from. Mrs. Adams stated that Florida Painters was used for years for pressure washing

346 before the Foundation took it over, and they have been painting the poles in CDD #1.

347 Mr. Miller thought the primary issue with Lykins was that they were not timely. Ms.

348 Viegas noted that Lykins' price is much higher than the Florida Painters proposed price which is

349 troublesome since Lykins does so much work for the District.

350

351 **On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the**  
352 **Florida Painters proposal for street light and street sign refurbishment, in a**  
353 **not-to-exceed amount of \$57,000 for all three phases, was approved.**

354

355

356 Ms. Viegas asked if the total project was included in the Fiscal Year 2019 budget or if it

357 was going to be completed in phases. Mrs. Adams replied that the three phases would be

358 completed now, for continuity, and then it would be done in a three to four year rotation.

359 Mr. Miller asked if Lykins understands that the District is impatient with their lack of

360 timeliness. Mrs. Adams replied affirmatively. Mr. Miller recommended that Mrs. Adams advise

361 them that their lack of diligence will be reflected in award of future contracts. Mrs. Adams

362 concurred. She noted that neither proposal includes the lights replaced after the hurricane, as

363 they were installed this year and are brand new.

364

365 **TENTH ORDER OF BUSINESS**

**Oyster Harbor Partial Redemption and  
Consideration of Agreement By and  
Between the Fiddler's Creek CDD #2 and  
Taylor Morrison Regarding the Direct**

366

367

368

**Collection of Special Assessments for Fiscal  
Year 2018-2019**

369  
370  
371  
372  
373

This item was presented during the Sixth Order of Business.

**ELEVENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial  
Statements as of September 30, 2018**

374  
375  
376  
377

Mr. Adams presented the Unaudited Financial Statements as of September 30, 2018.

378  
379  
380  
381  
382  
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389

Mr. Miller noted that the 2003 bond statement still does not have the footnote he has been requesting, for many meetings. He stated it is imperative and urgent that it be added and the meeting minutes from the last meeting reflected that it would be done. It is urgent that the footnote contain the statement that the balance does not take into account that the District has been making payments to the Trustee and the former Trustee of amounts which have not been paid by the Trustee and the former Trustee to the bondholders, and that the District views that as an important omission. It is important because the lack of it may end up being used as evidence in the interpleader litigation, which is why he wants to make sure the notation is on the record, as he did last month when it still was not on the Unaudited Financials. Mr. Miller implored Mr. Adams to have it added to all statements regarding the Series 2003 bonds. Mr. Adams stated he will speak to Mr. Jeff Pinder, the Controller, again to make sure the footnote is added. Mr. Adams said it was added to the audit.

390  
391  
392

Ms. Viegas asked if the high legal litigation expense, of \$35,983, was due to the depositions. Mr. Adams stated it was CDD #2's portion of the fee charged by an expert witness for his deposition.

393  
394  
395  
396  
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398  
399

Ms. Viegas asked if the fountains charge of, \$65,575, was for the Aviamar fountain. Mrs. Adams stated that a lot of the expense was for the LED lighting upgrade; Management took the opportunity to use unused budget funds from other line items to proceed with this project. Mrs. Adams noted there could be a high expense next month, as well, due to motors on the Aviamar and Veneta fountains, and the wind sensor on Aviamar. Ms. DiNardo asked if the fountains have been on longer. Mrs. Adams replied affirmatively; the timers were changed for them to be on until midnight.

400  
401

Ms. Viegas asked why the street lighting contractual services charge, of \$15,669, was higher than usual. Mrs. Adams was unsure but speculated that it was related to repairs.

402 Ms. Viegas referred to the landscaping contingencies charge, of \$46,985, and noted that  
403 it brings that line item to 993% and asked what it covered. Mrs. Adams would find out. Mr.  
404 Adams stated that there is a habit of coding things to a contingency line item when unsure  
405 where to code them.

406 Ms. Viegas asked why nothing was charged to access control contractual services. As  
407 this is the end of the fiscal year, she wanted to make sure, if it is a matter of timing, it gets  
408 charged to the correct fiscal year. Mrs. Adams will check.

409

410 **TWELFTH ORDER OF BUSINESS**

**Consideration of September 26, 2018  
Regular Meeting Minutes**

411

412

413 Mr. Adams presented the September 26, 2018 Regular Meeting Minutes and asked for  
414 any additions, deletions or corrections.

415 The following changes were made:

416 Line 147: Insert "have someone" after "would"

417 Line 211: Change "a bondholder" to "when Counsel for a bond closing"

418

419 **On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor, the**  
420 **September 26, 2018 Regular Meeting Minutes, as amended, were approved.**

421

422

423 **THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

424

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

426 **• Cranberry Crossing/Oyster Harbor Canal Bank Dedications**

427 Mr. Pires stated that this was related to the earlier conversation when Mr. DiNardo was  
428 in attendance. He apologized that the Board did not receive the Agreement until late yesterday.  
429 Mr. Pires recommended approval and stated that CDD #2's only obligation, under this  
430 Agreement is to maintain all shoreline vegetation on the Oyster Harbor side of the canal. Mr.  
431 Miller asked what CDD #1 is responsible for. Mr. Pires replied that CDD #1 will maintain the  
432 whole canal and lake bank erosion repairs, on both sides, including geotube, if necessary. Ms.  
433 Viegas asked who maintains the vegetation on the west side of the canal. Mrs. Adams stated  
434 the Cranberry Crossing HOA.

435 Mr. Klug asked if this was approved by CDD #1. Mr. Adams replied affirmatively.

436 Mr. Pires recommended approval, in substantial form, to include correction of  
437 scrivener's errors to be provided by Ms. Viegas after the meeting, and authorizing the Chair to  
438 execute the Agreement.

439

440 **On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the**  
441 **Cranberry Crossing/Oyster Harbor Canal Bank Dedications, in substantial form**  
442 **and including correction of the scrivener's errors and formatting, and**  
443 **authorizing the Chair to execute the final documents, were approved.**

444

445

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

447 **i. NEXT MEETING DATE: November 14, 2018 at 10:00 A.M.**

448 The next meeting will be held on November 14, 2018 at 10:00 a.m.

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

450 Mrs. Adams stated the Board received her Report, in advance. She highlighted the  
451 following:

452 ➤ The Creative Lane trimming proposals in the agenda should be ignored. Staff will be  
453 working with Mr. DiNardo on that project. Juniper may be doing it, as stated earlier in the  
454 meeting.

455 ➤ Street sign insert replacement project contract with Lykins was executed.

456 Ms. Viegas asked if Florida Painters could do them, since their proposal for the other  
457 project was so much lower than Lykins. Mrs. Adams stated that Florida Painters do not do  
458 signage.

459 ➤ Irrigation Design Group should attend and make a presentation at the next meeting.

460 ➤ Since the suspension of patrol details on March 28<sup>th</sup>, due to the Parkland shooting, the  
461 Collier County Sheriff's Office (CCSO) has been providing Fiddler's Creek with traffic  
462 enforcement and suspicious details. Over the past six months they had 161 traffic details  
463 within the community and 47 traffic stops. Even though they are no longer under contract with  
464 the District, CCSO assured her of their presence in the community.

465 Mrs. Adams stated that it would be at least five years before CCSO could go into a  
466 contract again because, since the shootings, their resources are being directed to the schools.  
467 Mr. Miller asked if the District was paying CCSO for their patrols. Mrs. Adams replied no, except  
468 through our taxes.

469 Ms. Viegas asked about the Aviamar bench that is still broken. Mrs. Adams stated that  
470 Lykins initially said they could not fix it but she just received a proposal from them saying they  
471 will try to fix it; if it cannot be fixed, it will need to be replaced and, if it is replaced, the other  
472 ones should probably be replaced, as well, so that they match. Discussion ensued regarding  
473 whether the benches had to match. Mrs. Adams will send the proposal for the repair to the  
474 Board.

475 Ms. Viegas asked for an update on Mrs. Adams' report about rust stains on the roads  
476 and the cleaner she gave to Mr. Albeit. Ms. Viegas asked if the rust stains would be cleaned  
477 soon. Mr. Albeit said it was an ongoing process to clean the sidewalks and curbs, but the stains  
478 come right back after being cleaned, due to the water. Mrs. Adams recalled that she asked  
479 SOLitude for proposals to install aeration systems at the two lakes in the vicinity where the  
480 pumps pull the water, to see if the decomposition in the lakes can be cleaned up, as that is  
481 what is causing the stains. Ms. Viegas noted that the rust stains on Sandpiper had not been  
482 cleaned at all yet. Ms. Viegas asked if the Millbrook sidewalks could be pressure washed, now  
483 that Lennar had almost completed the sidewalk paver repairs. Ms. Puckett made note of both  
484 areas.

485

#### 486 **FOURTEENTH ORDER OF BUSINESS**

#### **Supervisors' Requests**

487

488 District Counsel's update resumed.

489 Mr. Pires reported the following:

490 ➤ The Encroachment Agreement discussed at the last meeting, related to the homeowner  
491 who installed a generator on CDD property next to his home, was recorded.

492 ➤ Yesterday, the Board of County Commissioners voted to continue the discussion of the  
493 storm water utility to November 13<sup>th</sup>, after the election. A summary statement from County  
494 staff members was sent to the CDD Board, in preparation for today's meeting.

495 Mr. Miller stated that he wants Mr. Pires to officially be on the commission being  
496 formed in relation to the storm water fee, and asked who is responsible for appointing the  
497 commission members. Mr. Pires stated that he did not know, as the summary was vague about  
498 that. This topic was discussed at the CDD #1 meeting. Mr. Pires discussed his prior experience  
499 serving on committees and he would be willing to serve on the committee. Ms. Viegas read  
500 from the summary received, which stated that County staff will establish a citizen's steering

501 committee. Discussion ensued. Mr. Pires will talk to the County staff members, as well as the  
502 Commissioners, about the committee.

503 Mr. Miller stated the November 13<sup>th</sup> meeting is important also because the Manatee  
504 Park affordable housing issue will come before the Board of County Commissioners. Mr. Miller  
505 reviewed the Manatee Park issue in detail and explained why the District should fight against it.

506 Mr. Miller stated that he asked Mr. Albeit to have a pre-meeting at Fiddler's Creek on  
507 November 12<sup>th</sup>. Mr. Albeit stated an e-blast will be sent. Residents will be transported, by bus,  
508 to the November 13<sup>th</sup> Commissioners meeting. Mr. Miller stated that he has a presentation  
509 prepared. Mr. Pires asked Mr. Miller to ask Commissioner Fiala to get a time certain for that  
510 topic, on the November 13<sup>th</sup> Commissioners meeting agenda. If there is not a time certain  
511 attendees could be there all day.

512

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

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There being nothing further to discuss, the meeting adjourned at 11:43 a.m.

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**On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the meeting adjourned at 11:43 a.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

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

**10B**

**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 an Emergency Meeting on October 30, 2018 at 10:30 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

**Present at the meeting were:**

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

**Also present were:**

Chuck Adams	District Manager
Tony Pires (via telephone)	District Counsel
Tony DiNardo	Developer
Residents	

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 10:30 a.m. Supervisors Miller, DiNardo, Viegas and Nuzzo were present, in person. Supervisor Klug was not present.

Mr. Miller asked if either of the two residents in attendance had any questions. They did not.

**SECOND ORDER OF BUSINESS**

**Consideration of Property Exception Agreement for Taylor Morrison Acquisition**

Mr. Miller explained that the sole purpose of the Emergency Meeting was for the Board to approve the Estoppel Letter to enable the Developer to sell the Estancia parcels, described in the Exhibits, to Taylor Morrison. It is needed because there is an exception on the Title report, and to remove the exception, the District will provide the Estoppel Letter and a certificate from the District Manager certifying that the Board approved it.

Mr. Pires stated that, before continuing, the Board needs to adopt that a valid emergency exists, which required this Emergency Meeting to be called.

40 **On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor,**  
41 **finding that a valid and legitimate emergency exists and, due to the timing**  
42 **necessary for the Estoppel Letter needed at the closing, required this**  
43 **Emergency Meeting to be called, was approved.**

44  
45  
46 Mr. Miller stated that the Estoppel Letter provided, in substance and terms, that Taylor  
47 Morrison has not and will not utilize any of the services or facilities of CDD #2; therefore, Taylor  
48 Morrison is not, in any way benefitted by the services or facilities of CDD #2 and; therefore,  
49 CDD #2 is not entitled to charge Taylor Morrison operation and maintenance (O&M)  
50 assessments, because Taylor Morrison is not utilizing any of CDD #2's facilities or services and,  
51 so long as Taylor Morrison does not utilize CDD #2's services or facilities, CDD #2 will not charge  
52 them O&M assessments.

53 Mr. Pires stated that the property involved totals 5,428 square feet and is described on  
54 the sketch and legal description. Mr. Adams stated that he passed out the revised Estoppel  
55 Letter dated October 29, 2018. Mr. Miller stated that it includes a diagram showing the  
56 affected parcel.

57 Mr. Pires stated that the motion should include ratifying and confirming the letter from  
58 Mr. Adams to Mr. DiNardo dated October 29, 2018, regarding 5,428 square feet of property  
59 described and depicted in Exhibits A-1 and A-2, to said letter, and, if a written agreement or  
60 acknowledgement by the District is required, as to the said 5,428 square feet of real property,  
61 authorizing the Chair or District Manager to sign an agreement or acknowledgement or  
62 certificate, substantially in conformance with the contents of the referenced October 29, 2018  
63 letter. Mr. Miller added that the motion should include that the Board approval of the letter  
64 shall be deemed approval for an agreement, as well. Mr. Pires stated, yes, as appropriate, if  
65 required.

66  
67 **On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor,**  
68 **ratifying and confirming the letter from Mr. Adams to Mr. DiNardo dated**  
69 **October 29, 2018, regarding 5,428 square feet of property described and**  
70 **depicted in Exhibits A-1 and A-2 to said letter, and, if a written agreement or**  
71 **acknowledgement by the District is required, as to the said 5,428 square feet of**  
72 **real property, authorizing the Chair or District Manager to sign an agreement**  
73 **or acknowledgement or certificate, substantially in conformance with the**  
74 **contents of the referenced October 29, 2018 letter, and deeming that the**  
75 **Board's approval of the letter shall be deemed approval for an agreement, as**  
76 **well, as appropriate, if required, were approved.**

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The next meeting will be held on November 14, 2018 at 10:00 a.m.

**FOURTH ORDER OF BUSINESS**

**Adjournment**

There being nothing further to discuss, the meeting adjourned.

**On MOTION by Ms. Viegas and seconded by Mr. Nuzzo, with all in favor, the meeting adjourned at 10:35 a.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

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

**11B**

**FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**  
**NOTICE OF FISCAL YEAR 2019 MEETINGS**

The Board of Supervisors ("Board") of the Fiddler's Creek Community Development District #2 ("District") will hold Regular Meetings for Fiscal Year 2019 on the fourth Wednesday of each month (unless otherwise indicated) at 10:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114, on the following dates:

October 24, 2018  
November 14, 2018  
December 12, 2018  
January 23, 2019  
February 27, 2019  
March 27, 2019  
April 24, 2019  
May 22, 2019  
June 26, 2019  
July 24, 2019  
August 28, 2019  
September 25, 2019

The purpose of these meetings is for the Board to consider any business which may properly come before it. The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 or by calling (561) 571-0010.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 571-0010 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

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

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

**11C**

## SERVICES QUOTATION

PROPERTY NAME: Fiddlers Creek 2 CDD

CONTRACT DATE: November 2018

SUBMITTED TO: Cleo Adams #239-989-2939 [crismond@whhassociates.com](mailto:crismond@whhassociates.com)

SUBMITTED BY: Jeff Moding

SPECIFICATIONS: Wax Myrtle Removal

### Services:

1. Solitude will remove approximately 250 linear feet of wax myrtle from Lake 85B at Fiddlers Creek CDD 2.
2. All wax myrtle will be cut as close to the ground as possible, stump sprayed and removed from the property.
3. Solitude will replace wax myrtle with 250-3 Gallon Sand Cordgrass.

### General:

1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Contractor is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management.
4. Contractor is certified in Stormwater BMP (Best Management Practice) Inspection and Maintenance and is a Certified Compliance Inspector of Water (CCIS).
5. Contractor is a National Stormwater Center Certified Stormwater Inspector.
6. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
7. Contractor will furnish personnel, equipment, materials, and other items required to provide the forgoing at his expense.
8. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
9. Contractor will maintain general liability and workman's compensation insurance.
10. The customer agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past

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## SERVICES QUOTATION

PROPERTY NAME: Fiddlers Creek 2 CDD

CONTRACT DATE: November 2018

SUBMITTED TO: Cleo Adams #239-989-2939 [crismond@whhassociates.com](mailto:crismond@whhassociates.com)

SUBMITTED BY: Jeff Moding

SPECIFICATIONS: Wax Myrtle Removal

### Services:

1. Solitude will remove approximately 10 Dead wax myrtles from Lake 85B at Fiddlers Creek CDD 2.
2. All wax myrtle will be cut as close to the ground as possible, stump sprayed and removed from the property.
3. Solitude will replace wax myrtle with 50- 3 Gallon Sand Cordgrass.

### General:

1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Contractor is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management.
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6. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
7. Contractor will furnish personnel, equipment, materials, and other items required to provide the forgoing at his expense.
8. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
9. Contractor will maintain general liability and workman's compensation insurance.
10. The customer agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past

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due from the due date as specified by the contract and as stated on the relevant invoice presented to the customer.

- 11. The customer covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SŌLitude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

**PRICE: \$887.50**

PAYMENT TERMS:

- 1. 30 Days Net:

Mediferra CDD 2

APPROVED:

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SŌLitude Lake Management®

\_\_\_\_\_  
**(Authorized Signature)**

\_\_\_\_\_  
**(Print Name and Title)**

\_\_\_\_\_  
**(Date)**



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due from the due date as specified by the contract and as stated on the relevant invoice presented to the customer.

- 11. The customer covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SŌLitude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

**PRICE: \$4537.50**

PAYMENT TERMS:

- 1. 30 Days Net:

Mediterra CDD

APPROVED:

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SŌLitude Lake Management®

\_\_\_\_\_  
**(Authorized Signature)**

\_\_\_\_\_  
**(Print Name and Title)**

\_\_\_\_\_  
**(Date)**



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