

FIDDLER'S CREEK

COMMUNITY DEVELOPMENT DISTRICT #2

October 28, 2020

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

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

October 21, 2020

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 October 28, 2020 at 10:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114, and via Zoom, at <https://us02web.zoom.us/j/83570938418>, Meeting ID **835 7093 8418**, or telephonically at 1-929-205-6099, Meeting ID **835 7093 8418**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items
3. Update: Request for County Assistance for 7-Eleven Contribution for Traffic Signal
4. Health, Safety and Environment Report
5. Developer's Report/Update
6. Engineer's Report: *Hole Montes, Inc.*
 - SFWMD Permit Modification Approval – Amaranda at Fiddler's Creek
7. Consideration of Professional Services Agreements for Signal and Turn Lane Design and Permitting for Signal at US 41 and Sandpiper Drive
 - A. Hole Montes, Inc. Site Plan Design, Permitting and Construction Services and Overall Project Management
 - B. JMB Transportation Engineering, Inc. Traffic and Signal Warrant Study
 - C. Trebilcock Consulting Solutions, PA Traffic Signal Design Consulting Professional Services
8. Acceptance of Unaudited Financial Statements as of September 30, 2020
9. Consideration of September 23, 2020 Regular Meeting Minutes

10. Staff Reports

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

I. Update: Amaranda Village Association, Inc., (Formerly Pulte), License Agreement

II. PowerPoint Presentation: Sunshine Laws

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

- NEXT MEETING DATE: November 11, 2020 at 10:00 A.M.

- QUORUM CHECK

Victoria DiNardo	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Elliot Miller	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Linda Viegas	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
John P. Nuzzo	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Bill Klug	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

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

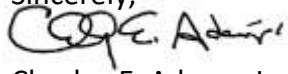
11. Supervisors' Requests

12. Adjournment

“Further, please be advised that the Florida Governor’s Office has declared a state of emergency due to the Coronavirus (COVID-19). As reported by the Center for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes. These droplets may land on objects and surfaces. Other people may contract COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. Therefore, merely cleaning facilities, while extremely important and vital in this crisis, may not be enough to stop the spread of this virus. Those with weakened immune systems may want to avoid the District’s meeting in order to avoid a potential exposure to the virus.”

“That said, the District wants to encourage public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting may do so via Zoom details specified herein. Additionally, participants are encouraged to submit questions and comments to the District’s manager in advance at adamsc@whhassociates.com.”

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

Sincerely,

Chesley E. Adams, Jr.
District Manager

OPTIONS FOR MEETING PARTICIPATION

<https://us02web.zoom.us/j/83570938418>

MEETING ID: 835 7093 8418

OR

CALL IN NUMBER: 1-929-205-6099

MEETING ID: 835 7093 8418

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

6

This modification is for updating the finished floor elevations to match the recent FEMA Letter of Map Revision Based on Fill (LOMR-F). The FEMA LOMR-F removed the building pads from the existing flood zone and designated the pads as an "X" zone. The approved SFWMD ERP Modification changed the controlling criteria for the finished floor elevation from the flood zone to the minimum building pad grade as determined by the LOMR-F.

It will not have any impact to the CDD #2 stormwater management system.

Thank you,



W. Terry Cole, P.E.

District Engineer, Fiddler's Creek - CDD 1 and CDD #2

950 Encore Way, Suite 200

Naples, FL 34110

Main Line: (239) 254-2000

Direct Line: (239) 254-2024

Mobile No.: (239) 572-3316

Facsimile: (239) 254-2099

Email: terrycole@hmeng.com



South Florida Water Management District
Individual Environmental Resource Permit No. 11-104087-P
Date Issued: October 12, 2020

Permittee: Pulte Home Company LLC
24311 Walden Center Drive Suite 300
Bonita Springs, FL 34134

Project: Amaranda At Fiddler's Creek

Application No. 200921-4307

Location: Collier County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email ERP@sfwmd.gov.

A handwritten signature in blue ink that reads "Melissa M. Roberts".

Melissa M. Roberts, P.E.
Administrator, Environmental Resource Bureau

**South Florida Water Management District
Individual Environmental Resource Permit No. 11-104087-P**

Date Issued: October 12, 2020 **Expiration Date:** October 12, 2025

Project Name: Amaranda At Fiddler's Creek

Permittee: Pulte Home Company LLC
24311 Walden Center Drive Suite 300
Bonita Springs, FL 34134

Operating Entity: Fiddler's Creek Community Development District
#2
9220 Bonita Beach Rd Suite 214
Bonita Springs, FL 34135

Location: Collier County

Permit Acres: 14.93 acres

Project Land Use: Other

Special Drainage District: N/A

Water Body Classification: CLASS III

FDEP Water Body ID: 3278V

Conservation Easement to District: No

Sovereign Submerged Lands: No

Project Summary

This Environmental Resource Permit authorizes Construction and Operation of a stormwater management (SWM) system serving 14.93 acres of residential development known as Amaranda at Fiddler's Creek.

This permit changes the finished floor elevations of the residential lots, based on a FEMA LOMR (Letter of Map Revision), and previously permitted peak stages of the design storm event.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description

The site is located just west of the US 41 and Sandpiper Drive intersection in Naples, Collier County, Florida. A location map is attached as Exhibit No. 1.0.

For information on wetland and surface water impacts, please see the Wetlands and Other Surface Water section of this permit.

Background

Amaranda at Fiddler's Creek was originally authorized under Application No. 050908-18, Permit No. 11-00685-S.

Ownership, Operation and Maintenance

Perpetual operation and maintenance of the SWM system is the responsibility of Fiddler's Creek Community Development District #2 (CDD) as indicated in the CDD Ordinance. Upon completion of construction and in conjunction with submittal of the construction completion certification, a request for transfer to the operating entity and recorded copies of its governing documents must be submitted in accordance with General Condition No. 7.

Engineering Evaluation:**Stormwater Management System Design**

The SWM system is modifying the proposed minimum finished floor elevations as depicted on Pages 5, 7, and 8 of 10 in Exhibit No. 2.0, and the LOMR Determination attached as Exhibit No. 2.1. No other changes to the SWM system are proposed with this application.

Certification, Operation, and Maintenance

Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of the Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

**Engineering Evaluation Tables:
Land Use**

Basin	Land Type	Area (ac)	% of Total Basin
Amarinda	Residential - Single	14.35	96.12
	Open Space	0.40	2.68
	Right-of-way	0.18	1.21
	Total:	14.93	100%

Environmental Evaluation:

Wetlands and Other Surface Waters

There are no wetlands or other surface waters located within the project site or affected by this project.

Fish, Wildlife, and Listed Species

The project site does not contain significant habitat for wetland-dependent endangered or threatened wildlife species, or species of special concern. This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.

Related Concerns:**Water Use Permit Status**

The applicant has indicated that a groundwater well and on-site lakes will be used as a source for irrigation water for the project. Water Use Permit No. 11-01808-W has been previously approved for the project.

The applicant has indicated that dewatering is not required for construction of this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

Water and Wastewater Service

Collier County Utilities

Historical/ Archeological Resources

No information has been received that indicates the presence of archaeological or historical resources on the project site or indicating that the project will have any effect upon significant historic properties listed, or eligible for listing in the National Register of Historic Places. This permit does not release the permittee from complying with any other agencies requirements in the event that historical and/or archaeological resources are found on the site.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
 - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as

applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

- b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
 9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
 10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
 11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
 12. The permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
 13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
 14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from

the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction authorization for this permit shall expire on the date shown on page 2.
2. Operation and maintenance of the stormwater management system shall be the responsibility of Fiddler's Creek Community Development District #2. Upon completion of construction and in conjunction with submittal of the as-built certification, a request for transfer to the operating entity with supporting documentation must be submitted in accordance with General Condition No. 7.
3. Prior to any future construction, the permittee shall apply for and receive an Individual ERP. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master stormwater management system, including the land use and site grading assumptions.
4. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.

Project Work Schedule for Permit No. 11-104087-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to both General and Special Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a minor modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
GC 4	10/12/2020	Construction Commencement Notice	Prior to Construction	
GC 6	10/12/2020	Submit Certification	30 Days After Construction Completion	
GC 7	10/12/2020	Submit Operation Transfer Request	Within 30 days of Certification	

GC = General Condition

SC = Special Condition

Distribution List

Michael T Herrera, Q Grady Minor & Associates, PA

Chuck Adams, Fiddler's Creek Community Development District #2

Audubon of Florida - Charles Lee

Div of Recreation and Park - District 4

US Army Corps of Engineers - Permit Section

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at <http://my.sfwmd.gov/ePermitting> and searching under this application number 200921-4307 .

[Exhibit No. 1.0 Location Map](#)

[Exhibit No. 2.0 Plans](#)

[Exhibit No. 2.1 LOMR Determination](#)

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401-.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

7A



October 19, 2020

Chesley E. Adams, Jr.
Director of Operations
Wrathell Hunt and Associates, LLC
c/o Fiddler's Creek Community Development District #2
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

**RE: Fiddler's Creek Plaza – Sandpiper Drive & U.S. 41 Traffic Signal Design
Professional Services Agreements
HM File No.: Fiddler's Creek CDD #2, 2002036/C/16**

Dear Mr. Adams:

Hole Montes is pleased to submit the attached proposals for design, permitting and construction services for the proposed Traffic Signal at Sandpiper Drive and US 41 to support the Fiddler's Creek Development. This work is to be funded from the 2014-2 (Series 2005) Construction Bond in conjunction with funding, in part, from Fiddler's Creek CDD 1, and the 7-11 project at Greenway Road/U.S. 41.

The proposals include:

1. **Hole Montes, Inc.** – site plan design, permitting and construction services and overall project management.
2. **JMB Transportation Engineering Inc.** - for traffic and signal warrant study.
3. **Trebilcock Consulting Solutions, PA** - for traffic signal design including soil borings, mast arm design and Sub Surface Utility Exploration, permitting and construction services.

Please include the attached proposals as an Agenda item for approval by the Fiddler's Creek CDD #2 Board of Supervisors at the October 28, 2020 Fiddler's Creek CDD#2 Board Meeting.

Very truly yours,

HOLE MONTES, INC.

W. Terry Cole, P.E.,
Vice President/Principal

WTC:tdc

Attachments

H:\8200A-Marketing\20\WTC\Fiddler's Creek CDD #2 - Sandpiper Dr. & US 41 signal\CEA 201019 - Fiddler's Creek Plaza Traffic Signal Proposals.docx



950 Encore Way, Suite 200, Naples, FL 34110
Phone: 239-254-2000
Fax: 239-254-2099

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT dated October 19, 2020 is made between HOLE MONTES, INC. (HM) and

CLIENT: Wrathell Hunt and Associates, Inc., c/o Fiddler’s Creek Community Development District #2

ADDRESS: 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431

Services covered by this AGREEMENT will be performed in accordance with the attached GENERAL PROVISIONS and any other attachments or schedules. This AGREEMENT represents the entire AGREEMENT between the CLIENT and HM and supersedes all prior written and/or oral understandings. The AGREEMENT may only be modified by a written amendment executed by both parties.

PROJECT: Fiddler’s Creek Plaza – Sandpiper Drive & U.S. 41 Traffic Signal Design

SCOPE OF SERVICES: See attached.

FEE: See attached

TIME OF COMPLETION: See attached.

ATTACHMENTS: Scope of Services, Collier County Contract Schedule B – Attachment 1 Rate Schedule, General Provisions

Signatures of the parties below confirm execution of this AGREEMENT.

APPROVED FOR CLIENT

APPROVED FOR HOLE MONTES, INC.

Signed: _____
(Signature)

Signed: W. Terry Cole
(Signature)

By: _____
(Printed)

By: W. Terry Cole, P.E.
(Printed)

Title: _____

Title: Vice President/Principal

Date: _____

Date: October 19, 2020

FIDDLER'S CREEK PLAZA – SANDPIPER DRIVE & US 41 TRAFFIC SIGNAL DESIGN

SCOPE OF SERVICES

1. Design and Consulting

- A. Hole Montes, Inc. will coordinate the design, permitting and construction services and overall project management.
- B. Prepare the site plans showing:
 - (1).Base CAD map of existing conditions.
 - (2).The proposed signalized intersection, turn lane extensions (if necessary), striping, signage and other proposed improvements.
- C. Attend/conduct meetings as needed with the applicable governmental agencies.
- D. Coordinate with consultants for design and permitting of the signal:
 - (1).JMB Transportation Engineering Inc. (JMB) will address the traffic signal warrants, justification, traffic analysis, and fair share analysis for the signal
 - (2).Trebilcock Consulting Solutions (TCS) will prepare signal design plans, signing/markings for the signalization, and will submit the signal permit application. Their services will also include soil borings, mast arm design and Sub Surface Utility Exploration, permitting and construction services.

2. Surveying

- A. Obtain topographic survey data of existing conditions extending approximately 1,000' in each direction along US 41 from the Sandpiper Dr. intersection, 200' in the north direction on Greenway Road from US 41, and 200' on Sandpiper Dr. from US 41.
- B. Stakeout proposed signal pole locations.
- C. Obtain locations of the Sub Surface Utility Exploration markings.

3. Permitting

- A. Work with JMB and TCS to prepare FDOT permit application for traffic signal, turn lane extensions, sidewalk modifications, etc. Respond to and address staff review comments.
- B. Prepare SFWMD Permit Modification for site improvements as required. Respond to and address staff review comments.

4. Bidding Services

- A. Prepare bid package for bid proposal requests to qualified contractors.
- B. Respond to questions and provide addendums as necessary.
- C. Conduct bid opening and recommend project award to CDD #2 Board of Supervisors.

5. Construction Services

- A. Provide limited construction services support, which may include, but not be limited to meetings and site visits/observations, shop drawing review, responding to Construction RFI's, and plan revisions.
- B. Prepare record drawings based on as-built conditions.

6. Reimbursable Expenses

Includes reproduction, long distance telephone, postage, mileage, etc.

Fee Structure:

1. Design and Consulting	TM \$ 27,500
2. Surveying	TM \$ 7,500
3. Permitting	TM \$ 12,500
4. Bidding Services	TM \$ 7,500
5. Construction Services	TM \$ 5,000
6. Reimbursable Expenses	<u>TM \$ 1,000</u>
	Total \$71,000

TM = Time and Materials Estimate

EXCLUDED SERVICES

The professional services to be provided by Hole Montes, Inc. are limited to those described in the Scope of Services. All other services are specifically excluded, including, but not limited to the following items:

- Environmental Services
- Hydrogeological Services
- Landscape Services
- Off-site Street Lighting or Roadway Improvement Services
- Public Hearing Attendance

Collier County
Contract
18-7432-UP

SCHEDULE B - ATTACHMENT 1
RATE SCHEDULE

Title	Hourly Rate
Principal	\$238
Senior Project Manager	\$201
Project Manager	\$165
Senior Engineer	\$175
Engineer	\$136
Senior Inspector	\$117
Inspector	\$96
Senior Planner	\$164
Planner	\$130
Senior Designer	\$128
Designer	\$109
Environmental Specialist	\$120
Senior Environmental Specialist	\$156
Scientist/Geologist	\$115
Senior Scientist/Geologist	\$156
Marine Biologist/Hydrogeologist	\$133
Senior Marine Biologist/Hydrogeologist	\$169
Senior GIS Specialist	\$149
GIS Specialist	\$114
Clerical/Administrative	\$73
Senior Technician	\$102
Technician	\$83
Surveyor and Mapper	\$142
CADD Technician	\$95
Survey Crew - 2 man	\$152
Survey Crew - 3 man	\$185
Survey Crew - 4 man	\$218
Senior Architect	\$177
Architect	\$148

The above hourly rates are applicable to Time and Materials task(s) only. The above list may not be all inclusive. Hourly rates for additional categories required to provide particular project services shall be mutually agreed upon by the County and firm, in writing, on a project by project basis, as needed, and will be set forth in the Work Order agreed upon by the parties.

Grant Funded: The above hourly rates are for purposes of providing estimate(s), as required by the grantor agency.

GENERAL PROVISIONS

1. AUTHORIZATION TO PROCEED

Execution of this AGREEMENT by the CLIENT AND HM will be authorization for HM to proceed with the work, unless otherwise provided for in this AGREEMENT. Any Purchase Order used to authorize work will automatically include and be subject to these General Provisions.

2. STANDARD OF CARE

The standard of care applicable to HM's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing similar services at the same time, in the same locale, and under similar circumstances. The CLIENT agrees that services provided will be rendered without any other warranty, expressed or implied.

3. CLIENT RESPONSIBILITIES

CLIENT shall provide full information as to CLIENT's requirements for the project; examine and respond promptly to HM submissions and give prompt written notice to HM of any apparent defect in the work. CLIENT shall furnish any previous information on the project including subsurface explorations; soil borings; laboratory tests; environmental assessments and impact statements; property boundary, easement, right-of-way, topographic, vegetation, and utility surveys, architectural drawings (building elevations and floor plans); property descriptions; zoning and deed restrictions. CLIENT shall provide access for HM to enter upon the property. CLIENT shall pay all permits/approval fees charged by agencies. If more than one prime contractor is to be awarded for construction, CLIENT shall designate a party to have responsibility and authority for coordinating activities for the various prime contractors.

4. PAYMENT TO HM

HM will submit monthly invoices for services rendered and expenses incurred. The invoices will be based upon HM's total services actually completed at the time of billing. The CLIENT shall make payment within 30 days in response to HM's monthly invoice. Successive invoices may include interest charges of 1½ % per month on unpaid balances. In addition, HM may, after giving 7 days written notice to CLIENT, suspend services under this Agreement until HM has been paid in full all amounts due for services, expenses and charges. CLIENT agrees to pay all charges including attorney's fees involved in collection of unpaid balances. HM's fixed fees attached shall be valid for a period of two years from the date of the Agreement after which any remaining balance for work not yet completed shall be subject to annual increases. HM's rate schedule attached shall be valid for a period of one year after the date of this Agreement after which it shall be subject to annual increases. HM's fees and Reimbursables quoted herein do not include permits, application or review fees required by governmental agencies.

5. ADDITIONAL SERVICES

Services performed by HM that do not fall into the category of normal and customary engineering services that are not specifically listed in the attached Scope of Services will be considered ADDITIONAL SERVICES which will require payment of additional compensation to HM. ADDITIONAL SERVICES shall also include services resulting from significant changes in the scope, extent or character of the project; furnishing services of independent consultants other than as specifically outlined herein; services during other out of town travel other than visits to the site; preparing for or serving as a consultant or witness in any litigation, arbitration or other legal or administrative proceeding; services in connection with work directive changes and change orders requested by client; services resulting from significant delay, in construction of the project; and acceleration of the project schedule involving services beyond normal working hours.

6. REIMBURSABLES

"Reimbursables" mean the actual expenses incurred by HM or its consultants directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items; and if authorized in advance by CLIENT, overtime work requiring higher than regular rates.

7. TIMES OF COMPLETION

The estimated times of completion for the work set forth herein can vary due to factors beyond the HM control. Times shown begin with CLIENT's authorization to HM to begin work to submittal of documents to governmental agencies for permits or approvals (unless otherwise noted). Governmental Agency review times are not included.

8. CERTIFICATIONS

For any matter related to or arising out of the Agreement, during the term hereof or thereafter, should HM, orally or in writing (and whether with or without seal), use the word(s) "certify," "certifies," "certified," "certifying," "certificate" or "certification," such word(s) shall mean a statement by HM representing that such services have been performed by HM and based upon HM's knowledge, information and belief, such services have been performed in accordance with commonly accepted procedures consistent with applicable standards of practice, and such word(s) are not a guarantee or warranty, either expressed or implied that the services are free from all faults.

9. OPINIONS OF COST

Cost estimates and Project economic evaluations provided by HM are opinions based on experience and judgment. Since HM has no control over market conditions or bidding procedures, HM cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

10. HAZARDOUS WASTE AND RELATED SERVICES

It is not within the Scope of HM's services to discover, investigate, examine or otherwise handle in any way any pollutants, toxic substances, asbestos or other hazardous wastes. In view of the uncertainties involved with environmental problems, the risks of claims against HM, and the unavailability of adequate and affordable liability insurance, and in order to induce HM to execute this AGREEMENT and provide services to the CLIENT, CLIENT agrees to and does hereby indemnify, defend and hold harmless HM, its officers, directors, employees and agents from all liability, for any claims involving pollutants, toxic substances, asbestos or other hazardous wastes, as defined by State or Federal law arising out of HM's performance of this Agreement, and from all losses, costs and expenses, including reasonable attorney's fees, resulting from such claims up to the sum of Ten Million Dollars.

11. USE OF DOCUMENTS

The CLIENT agrees that HM's services are on behalf of, and for the exclusive use of, the CLIENT for this Project and that all documents furnished to the CLIENT are instruments of service and shall be utilized solely for this Project. Any reuse without written verification or adaptation by HM for other than the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to HM or HM's independent consultants. CLIENT shall indemnify and hold harmless HM and HM's independent consultants from all claims, damages, losses and expenses including all attorneys' fees arising from such reuse.

12. LIMITATION OF LIABILITY

Client agrees to the fullest extent permitted by law, to limit the liability of HM to Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and cost, so that the total aggregate liability for HM to Client shall not exceed the total compensation paid to HM under this Agreement. **FURTHER AS PART OF THIS ALLOCATION OF RISK AND LIMITATION OF LIABILITY AND PURSUANT TO FLORIDA STATUTE SECTION 558.0035 THE CLIENT AGREES AND WILL NOT HOLD INDIVIDUALLY LIABLE ANY DESIGN PROFESSIONAL EMPLOYEE OR DESIGN PROFESSIONAL AGENT OF HM FOR ANY ECONOMIC DAMAGES, EXCEPT THOSE DAMAGES INVOLVING PERSONAL INJURIES OR THOSE TO PROPERTY NOT THE SUBJECT OF THIS AGREEMENT, THAT MAY RESULT FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THE PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT.** It is the intent of HM and Client that this allocation of risk and limitation of liability comply fully with Florida law in all respects. If any word, clause or provision of this Limitation of Liability section is determined not to be in compliance with Florida law, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect.

13. TERMINATION

The obligation to provide further services under this AGREEMENT may be terminated by the CLIENT for cause and by HM in the event of failure by the CLIENT to perform in accordance with the terms thereof. Such termination by either party requires 7 days written notice. In the event of termination, HM shall be paid for services rendered to date of termination.

14. DISPUTE RESOLUTION

The CLIENT and HM agree that all disputes between, arising out of, or relating to, this AGREEMENT shall first be submitted to non-binding mediation, pursuant to Section 44.102, Florida Statutes.

15. SEVERABILITY AND REFORMATION

Any provision of this AGREEMENT held to be void or unenforceable shall be, if possible, reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision. All remaining provisions shall continue to be valid and binding.

16. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Florida and venue for any dispute shall be proper in Collier County, Florida.

17. SUCCESSORS AND ASSIGNS

CLIENT and HM hereby bind their partners, successors, executors, administrators, legal representatives, with respect to all covenants, agreements and obligations of this Agreement. Neither CLIENT nor HM shall assign, sublet or transfer any rights under or interests in this Agreement without the written consent of the other, except as mandated or restricted by law. Unless specifically stated to the contrary in writing, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent HM from employing such independent professional associates and consultants as HM may deem appropriate to assist in the performances of the services required for the project. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT or HM, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and HM and not just for the benefit of any other party.

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

7B

JMB TRANSPORTATION ENGINEERING, INC.

TRAFFIC/TRANSPORTATION ENGINEERING & PLANNING SERVICES

October 16, 2020

Mr. Chuck Adams, District Manager
Fiddler's Creek CDD #2
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

RE: Sandpiper Drive/Greenway Road & U.S. 41 Signal Warrant Study

Dear Mr. Adams:

JMB Transportation Engineering, Inc., (JMB) is pleased to submit this proposal to Fiddler's Creek CDD #2 (Client) in order that we may provide our services for the purpose of preparing a Signal Warrant Study and provide other related services for the above referenced project. This proposal is based upon JMB's efforts to establish the anticipated traffic demands that will be placed upon the above referenced intersection at the completion of a neighborhood grocery store and adjacent commercial land uses that are currently under construction on the southeast corner of said intersection. In addition, JMB will predict the traffic demands of a proposed gas-n-convenience store (by others on the intersection's opposite corner). The traffic demands will be predicted in order to determine if, or when, a traffic signal will be warranted. Signal volume warrants will be based upon the thresholds set forth in the Manual on Uniform Traffic Control Devices (MUTCD).

If authorized to proceed, JMB will complete the following Scope of Services:

1. Conduct a traffic study methodology meeting with the Florida Department of Transportation (FDOT).
2. Obtain 3-day turning movement traffic counts at the intersection of Sandpiper Drive/Greenway Road & U.S. 41.
3. Estimate future traffic demands associated with commercial land uses that are planned to be constructed at the subject intersection.
4. Predict 1-hour, 4-hour and 8-hour volumes at the intersection based upon traffic projections and field collected traffic data.
5. Prepare a Signal Warrant Traffic Study per MUTCD and FDOT criteria.
6. Attend/conduct meetings as needed with the applicable governmental agencies as it relates to the content/results of the study.

JMB Transportation Engineering, Inc. will complete Tasks 1 thru 5 for a lump sum fee of **\$15,850.00**. Task 6 will be performed on an hourly basis at the rates shown below. If any additional services are requested by the Client, then those services will be provided on an hourly basis at the rates described below.

Tasks 1 thru 5	Lump Sum = \$15,850.00
Task 6	Hourly = TBD

<u>Discipline</u>	<u>Hourly Rate</u>
Expert Witness	\$ 185.00/hour
Professional Engineer	\$ 150.00/hour
Cadd Technician	\$ 75.00/hour

JMB's services will be invoiced on the 25th of each month and will be due upon receipt. Any invoice which is outstanding for a period greater than 60 days will be due with an additional charge of 16% interest compounded annually. Any invoice that remains unpaid for a period greater than 120 days will be processed for collection pursuant to the laws set forth by the State of Florida. The Client will reimburse JMB for all reasonable attorney fees and administrative costs as a result of legal action initiated for collection of delinquent invoices. Should you have any questions regarding this proposal, please contact me at your convenience.

If you are in agreement with the terms and conditions of this proposal, please sign and return one copy to my attention. Should you have any questions regarding this proposal, please contact me at your convenience.

Sincerely,

JMB TRANSPORTATION ENGINEERING, INC.

Jim Banks

James M. Banks, P.E., President

Fiddler's Creek CDD #2 has authorized JMB Transportation Engineering, Inc. to proceed with completing the services described pursuant to the terms and conditions of this proposal.

Signature (Authorized Agent of Client)

Date

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

7C



October 16, 2020

Chuck Adams
District Manager
Fiddler's Creek CDD #2
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Mobile 239.464.7114 | E adamsc@whhassociates.com

**Subject: Fiddler's Creek Plaza – Traffic Signal Design
Consulting Professional Services Agreement**

Dear Mr. Adams:

Trebilcock Consulting Solutions, PA (TCS) is pleased to submit this proposal to provide Transportation Consulting Professional Services for Traffic Signal Design for the Fiddler's Creek Plaza project. This project is located east of Collier Blvd (CR 951) at the intersection of Sandpiper Drive/Greenway Road and US 41 in Collier County, Florida.

Please review the attached Scope of Services and Fee Schedule, which outlines the task(s) that TCS will perform for the subject project. Also attached are TCS' Standard Business Terms & Conditions and Standard Rate Code.

Thank you for the opportunity to provide our services on your project.

Sincerely,

Trebilcock Consulting Solutions, PA

A handwritten signature in black ink that reads "Norman J. Trebilcock". The signature is written in a cursive style.

Norman J. Trebilcock, AICP, P.E.
President



SCOPE OF SERVICES

Fiddler's Creek Plaza – Traffic Signal Design At the intersection of Sandpiper Drive/Greenway Road and US 41 in Collier County, Florida

PROJECT INFORMATION AND ASSUMPTIONS

- Hole Montes & Associates (HMA or Engineer) is the engineer for this project, and is preparing the engineering elements, including the project site plan in CAD.
- HMA will also be responsible for survey services and roadway design (i.e., turn lane extensions, sidewalks, SFWMD permitting, etc.). The surveyor will provide the base CAD map of existing conditions.
- JMB Transportation Engineering (JMB) will address the warrants, justification, traffic analysis, and fair share analysis for the signal under separate contract with Fiddler's Creek CDD #2 (CDD).
- Trebilcock Consulting Solutions (TCS) will prepare signal design plans, signing/markings for the signalization, and will submit the signal permit application.
- At the intersection of US 41 and Sandpiper Drive / Greenway Road, US 41 consists of left and right turn lanes and two through lanes in each direction. Sandpiper Drive has left turn, through and right turn lanes approaching the intersection and two lanes departing the intersection. Greenway Road has one lane in each direction.
- Client to provide a copy of all relevant permits, reports, approvals, and other related documents for the project.





TASK DESCRIPTION

1. Signal Design

- A. **Signalization and Signing/Marking Plans (TCS):** Develop Contract Plans including components for Signing and Pavement Marking Plans, and Signalization Plans in accordance with FDOT and Collier County standard requirements and provide an Engineers Cost Estimate for the project. Provide preliminary pole and signal layout for review prior to final design. Submit plans for review at 60%, 90%, and 100%.
- B. **Soil Borings, Mast Arm (by Geotech Sub-consultant, no markup):** Perform up to four (4), 25 feet-deep Standard Penetration Test (SPT) borings to obtain soil samples at each intersection quadrant. Provide a geotechnical report describing the soil parameters necessary for the design of the mast arm support foundations.
- C. **Foundation and Mast Arm Design (by Structural Sub-consultant, no markup):** Perform structural analysis to confirm parameters as required for FDOT Standard Mast Arm Assemblies.
- D. **Utility Coordination and Sub Surface Utility Exploration (SUE) (by SUE Sub-consultant, no markup, and TCS):** Identify affected utility owner/agencies (UAO's) in the project area. Provide UAO's with preliminary design plans and perform necessary coordination to resolve conflicts with existing facilities. Perform subsurface utility exploration at proposed foundation locations (4).

2. Permitting Services

- A. **Sandpiper Drive/Greenway Road at US 41 Intersection Improvements:** Prepare and submit the signal permit application to FDOT. Respond to and address staff review comments. A FDOT Drainage Permit will also be required. The forms will be prepared by HMA and TCS will submit with the Access Permit.

3. Bid Package Preparation and Construction Services Support

- A. TCS will provide limited signal services during the construction of the project, which may include, but not be limited to:
 - Bidding preparation and coordination (private bid).
 - Meetings and site visits/observations.
 - Plan revisions.
 - Shop drawing review.
 - Responding to Construction RFI's.
 - Coordinate with drill shaft inspector.
- B. **Structural Inspection Services:** Structural inspection services will be provided by An FDOT pre-qualified sub-consultant firm. Service is for 4 proposed mast arm foundations.



PROFESSIONAL SERVICE FEES

1. **Reimbursable Expenses** are billed as TM (Time and Materials estimate). Expenses for blueprints, reproduction services, overnight delivery, courier service, and other project related charges will be billed at cost plus 10%.
2. **Retainer/Payment.** Client will pay a retainer to Consultant for the Services in the amount of \$N/A. An invoice for the retainer will be submitted once the contract is signed (invoice will be provided). Client shall pay additional fees, if any, upon presentment of a billing statement by Consultant, and the retainer will be applied to the project final billing. Invoices will be emailed unless otherwise requested. Please complete the following billing contact information.
3. **Scope of Services** will be provided based on the following fee structure:

TASK	SCOPE OF SERVICES	FEE TYPE	FEE
1	Signal Design		
	A. Signalization, Signing / Marking Plans (TCS)	LS	\$ 28,000.00
	B. Soil Borings (Geotech Sub-consultant, no markup)	TM	\$ 6,000.00
	C. Foundation and Mast Arm Design (Structural Sub-consultant, no markup)	TM	\$ 7,200.00
	D. Utility Coordination and SUE (SUE Sub-consultant, no markup and TCS)	TM	\$ 5,000.00
2	Permitting Services		
	A. FDOT Signal Permit Application	TM	\$ 5,500.00
3	Bid Package Preparation and Construction Services Support		
	A. Limited Signal Services During Construction (TCS)	TM	\$ 14,000.00
	B. Structural Inspection Services (Sub, no markup)	TM	\$ 12,000.00
	Professional Service Fees – Reimbursable Expenses	TM	\$ 500.00
	TOTAL		\$ 78,200.00

LS = Lump Sum (Fixed); TM = Time and Materials Estimate

ngt-10/16/20



EXCLUDED SERVICES

The professional services to be provided by Trebilcock Consulting Solutions are limited to those described in the Scope of Services. All other services are specifically excluded, including, but not limited to the following items:

- Construction Phase Geotechnical Services
- Environmental Services
- Field Traffic Counts
- Final Design Roadway Improvement Services
- Hydrogeological Services
- Intersection Analysis
- Landscape Services
- Land Surveying Services
- Off-site Street Lighting or Roadway Improvement Services
- Parking Needs Services
- Public Hearing Attendance
- Site Design Services
- SFWMD ROW or ERP Permitting Services

PROFESSIONAL SERVICES AGREEMENT AUTHORIZATION

This is to certify that all parties to the Agreement have accepted the Scope of Services, Standard Business Terms and Conditions, and Standard Rate Code described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the last date shown below.

FIDDLER'S CREEK CDD #2

TREBILCOCK CONSULTING SOLUTIONS, PA

 Chuck Adams, District Manager

Date

Norman J. Trebilcock
 Norman J. Trebilcock, President

10/16/2020
 Date

REQUIRED BILLING INFORMATION

Please fill in the information below to ensure invoicing accuracy. **Note:** Invoices will be emailed to the email address provided under **Accounts Payable Information**, unless otherwise requested.

INVOICE ADDRESSEE INFORMATION		ACCOUNTS PAYABLE INFORMATION	
Company		Contact	
Contact		Phone No.	
Street Address		Fax No.	
City, State, Zip		Email Address	
Phone No.			
Email Address			

njt-10/16/20



TREBILCOCK CONSULTING SOLUTIONS, PA **STANDARD BUSINESS TERMS & CONDITIONS**

These Standard Business Terms & Conditions are attached to, and made part of, the Proposals and Agreements between Trebilcock Consulting Solutions, P.A. (Consultant) and Client

I. Limitation of Liability

Trebilcock Consulting Solutions' services under this Agreement will be consistent with the Standard of Care for all professional engineering and related services to be performed or furnished by Trebilcock Consulting Solutions. These engineering services shall be provided with the care and skill ordinarily provided by members of the Engineering Profession practicing under similar circumstances. Upon notice to Trebilcock Consulting Solutions and by mutual Agreement between the parties, Trebilcock Consulting Solutions will correct those services not meeting such a standard without additional compensation.

Trebilcock Consulting Solutions and Client recognize that the project involves risk. The risks have been allocated such that the Client agrees to the fullest extent permitted by the law, Trebilcock Consulting Solutions' total liability to Client for any and all injuries, claims, losses, expenses, damages, reasonable attorney's fees, and defense costs, arising out of or in any way connected to this project and/or Agreement from any cause or causes, shall not exceed the amount of the fee charged for the specific service described. Such causes include, but are not limited to, Trebilcock Consulting Solutions' negligence, errors, omissions, strict liability, breach of contract or breach of warranty. **INDIVIDUAL EMPLOYEES, OR AGENTS OF TREBILCOCK CONSULTING SOLUTIONS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

II. Payments and Collection

Invoicing will be provided on a monthly basis and statements are due and payable upon receipt, unless otherwise agreed in writing. Client agrees to carefully read all billing statements and promptly notify Trebilcock Consulting Solutions, in writing, of any claimed errors or discrepancies, within fifteen (15) days from the date of the statement. If Trebilcock Consulting Solutions is not notified by the Client in writing, it is presumed that owner agrees with the correctness, accuracy, and fairness of the billing statement.

Past due amounts may incur a late fee of 1% compounded monthly and Trebilcock Consulting Solutions can, upon giving seven (7) days written notice to Client, suspend services until payment in full is received. Client's failure to make payment to us within 30 days shall constitute a material breach of this Agreement and shall be cause for termination by Trebilcock Consulting Solutions. Retainers shall be credited on the final invoice. Trebilcock Consulting Solutions is entitled to collect reasonable fees and costs, including collection agency, attorney's fees and interest as required to obtain collection of any fees under the Agreement.

III. Reimbursable Expenses

Expenses for reproduction services, courier fees, delivery, presentation materials, long distance phone calls, travel made on behalf of the project, subcontractors/sub-consultant fees, and any other out-of-pocket expenses incurred on the project are reimbursable to Trebilcock Consulting Solutions. These expenses will be billed to the Client at cost plus 10%.

IV. Permit and Application Fees

Client shall pay all permit and application fees required for the project.

V. Termination

This Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Irrespective of which party shall effect termination, the Client shall pay Trebilcock Consulting Solutions for all services rendered to the date of termination.

VI. Attorney Fees

Should litigation arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

VII. Mediation

Trebilcock Consulting Solutions and Client agree that all disputes or claims between them arising out of or relating to this Agreement made during design, construction, or post-construction of the project shall be submitted to nonbonding mediation unless the parties agree otherwise.

VIII. Ownership of Documents

All documents, including electronic media, prepared by Trebilcock Consulting Solutions under this Agreement shall remain the property of Trebilcock Consulting Solutions.

IX. Delays

Trebilcock Consulting Solutions is not responsible for delays caused by factors beyond Trebilcock Consulting Solutions' control including, but not limited to, the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of the work pursuant to this Agreement. Trebilcock Consulting Solutions does not guarantee issuance of any permit.

10/16/20



TREBILCOCK CONSULTING SOLUTIONS, PA
STANDARD RATE CODE

Effective May 28, 2019

CLASSIFICATION	CODE	HOURLY RATE
PROFESSIONAL CONSULTANT		
Professional Consultant 1	PC1	\$105
Professional Consultant 2	PC2	\$135
Professional Consultant 3	PC3	\$150
Professional Consultant 4	PC4	\$160
Professional Consultant 5	PC5	\$175
Professional Consultant 6	PC6	\$190
ADMINISTRATIVE		
Administrative Assistant 1	AA1	\$70
Administrative Assistant 2	AA2	\$85
<ul style="list-style-type: none">• Reimbursable and Sub-consultant Expenses will be charged at Cost plus 10%.• Expert Witness/Public Hearing will be charged at 150% of Standard Rate Code Fees.• Any State of Florida Services Tax will be added to our fees, as applicable.		

njt-10/16/20

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

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**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2020**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	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	Debt Service Series 2019	Capital Projects Series 2014-2	Capital Projects Series 2015A-1	Total Governmental Funds
ASSETS																	
Cash	\$1,536,249	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,536,249
Investments																	
Revenue A	-	-	116,766	154,680	1	-	2	-	27,456	-	293,082	88,044	-	571,800	-	-	1,251,831
Revenue B	-	2,324	-	-	-	162,618	-	180,529	-	-	-	-	-	-	-	-	345,471
Reserve A	-	-	52,049	52,050	-	-	156	-	103,926	-	112,945	37,718	-	150,710	-	-	509,554
Reserve B	-	-	-	-	-	128,791	-	128,791	-	-	-	-	192,395	-	-	-	449,977
Prepayment A	-	-	730	34,274	549	-	2,806	-	52,887	-	99,304	28,435	-	88,854	-	-	307,839
Prepayment B	-	-	-	-	-	5,368	-	4,783	-	-	-	-	2,254	-	-	-	12,405
Interest	-	-	1,651	-	-	186	-	146	-	-	-	-	-	50,000	-	-	51,983
Construction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,234,949	283,578	1,518,527
Sinking	-	-	-	-	-	455	-	533	-	-	-	-	-	-	-	-	988
Optional redemption	-	-	-	-	-	-	-	-	72	-	-	-	-	-	-	-	72
COI	-	-	-	-	-	13	-	13	-	-	-	-	-	17	-	-	43
Due from other funds																	
Debt service fund series 2004	-	-	-	25,559	-	-	-	-	-	-	-	-	-	-	-	-	25,559
Debt service fund series 2014-1A	321	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	321
Debt service fund series 2014-2A	1,974	-	-	-	-	-	-	2,524	-	-	-	-	-	-	-	-	4,498
Due from other	450	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	450
Accounts receivable	4,349	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,349
Total assets	\$ 1,543,343	\$ 2,324	\$ 171,196	\$ 266,563	\$ 550	\$ 297,431	\$ 2,964	\$ 317,319	\$ 184,341	\$ -	\$ 505,331	\$ 154,197	\$ 194,649	\$ 861,381	\$ 1,234,949	\$ 283,578	\$ 6,020,116
LIABILITIES AND FUND BALANCES																	
Liabilities																	
Accounts payable	\$ 140,105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,105
Due to other funds																	
Debt service fund series 2005	-	-	25,559	-	-	-	-	-	-	-	-	-	-	-	-	-	25,559
Debt service fund series 2014-2B	-	-	-	-	-	-	2,524	-	-	-	-	-	-	-	-	-	2,524
Due to Fiddler's Creek CDD #1	21,146	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21,146
Due to general fund	-	-	-	-	321	-	1,974	-	-	-	-	-	-	-	-	-	2,295
Due to Developer	10,735	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,735
Total liabilities	171,986	-	25,559	-	321	-	4,498	-	-	-	-	-	-	-	-	-	202,364
DEFERRED INFLOWS OF RESOURCES																	
Deferred receipts	450	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	450
Total deferred inflows of resources	450	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	450
Fund balances:																	
Restricted for:																	
Debt service	-	2,324	145,637	266,563	229	297,431	(1,534)	317,319	184,341	-	505,331	154,197	194,649	861,381	-	-	2,927,868
Capital projects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,234,949	283,578	1,518,527
Unassigned	1,370,907	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,370,907
Total fund balances	1,370,907	2,324	145,637	266,563	229	297,431	(1,534)	317,319	184,341	-	505,331	154,197	194,649	861,381	1,234,949	283,578	5,817,302
Total liabilities, deferred inflows of resources and fund balances	\$ 1,543,343	\$ 2,324	\$ 171,196	\$ 266,563	\$ 550	\$ 297,431	\$ 2,964	\$ 317,319	\$ 184,341	\$ -	\$ 505,331	\$ 154,197	\$ 194,649	\$ 861,381	\$ 1,234,949	\$ 283,578	\$ 6,020,116

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 2,259,820	\$2,254,969	100%
Assessment levy: off-roll	7,484	89,807	89,807	100%
Interest & miscellaneous	15	3,589	7,500	48%
Total revenues	<u>7,499</u>	<u>2,353,216</u>	<u>2,352,276</u>	100%
EXPENDITURES				
Administrative				
Supervisors	1,077	11,842	14,369	82%
Management	7,055	84,662	84,662	100%
Assessment roll preparation	-	22,500	22,500	100%
Audit	-	16,500	16,500	100%
Legal - general	9,060	53,809	17,500	307%
Legal - litigation	-	20,252	60,000	34%
Engineering	5,401	61,722	18,000	343%
Telephone	26	302	302	100%
Postage	308	1,863	2,000	93%
Insurance	-	10,009	9,311	107%
Printing and binding	49	595	595	100%
Legal advertising	1,708	4,935	2,000	247%
Office supplies	-	151	750	20%
Annual district filing fee	-	175	175	100%
Trustee	-	10,500	25,500	41%
Arbitrage rebate calculation	-	8,500	8,000	106%
ADA website compliance	-	200	900	22%
Contingency	78	1,560	46,000	3%
Total administrative	<u>24,762</u>	<u>310,077</u>	<u>329,064</u>	94%
Field management				
Field management services	952	11,424	11,424	100%
Total field management	<u>952</u>	<u>11,424</u>	<u>11,424</u>	100%
Water management				
Other contractual	25,654	83,948	147,494	57%
Fountains	22,351	189,376	145,000	131%
Total water management	<u>48,005</u>	<u>273,324</u>	<u>292,494</u>	93%
Street lighting				
Contractual services	2,331	14,660	20,000	73%
Electricity	1,240	10,036	28,000	36%
Capital outlay	-	-	60,000	0%
Miscellaneous	-	-	1,000	0%
Total street lighting	<u>3,571</u>	<u>24,696</u>	<u>109,000</u>	23%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
Landscaping				
Other contractual	95,011	913,668	1,059,000	86%
Other contractual-mosquito spraying	8,261	26,848	23,000	117%
Improvements and renovations	-	106,662	75,000	142%
Contingencies	-	80	5,000	2%
Total landscaping	<u>103,272</u>	<u>1,047,258</u>	<u>1,162,000</u>	90%
Access control				
Contractual services	-	78,645	80,079	98%
Rentals & leases	-	289	6,833	4%
Fuel	-	1,963	1,800	109%
Repairs & maintenance - parts	-	-	844	0%
Repairs & maintenance - gate house	-	53	2,812	2%
Insurance	-	1,124	1,012	111%
Operating supplies	-	1,238	3,374	37%
Utilities	(552)	2,340	1,012	231%
Clickers	-	-	1,350	0%
Capital outlay	-	-	2,249	0%
Total access control	<u>(552)</u>	<u>85,652</u>	<u>101,365</u>	84%
Roadway maintenance				
Contractual services (street cleaning)	285	3,420	5,000	68%
Roadway maintenance	10,501	18,758	75,000	25%
Capital outlay - traffic signal	57,340	57,340	-	N/A
Total roadway services	<u>68,126</u>	<u>79,518</u>	<u>80,000</u>	99%
Irrigation				
Controller repairs & maintenance	49	1,010	2,000	51%
Other contractual-irrigation manager	25,000	50,000	50,000	100%
Supply system	25,964	109,775	132,716	83%
Total irrigation	<u>51,013</u>	<u>160,786</u>	<u>184,716</u>	87%
Other fees & charges				
Property appraiser	-	-	35,234	0%
Tax collector	-	45,168	46,979	96%
Total other fees & charges	<u>-</u>	<u>45,168</u>	<u>82,213</u>	55%
Total expenditures and other charges	<u>299,149</u>	<u>2,037,903</u>	<u>2,352,276</u>	87%
Excess/(deficiency) of revenues over/(under) expenditures	(291,650)	315,313	-	
OTHER FINANCING SOURCES/(USES)				
Transfer in	45,434	46,637	-	N/A
Total other financing sources/(uses)	<u>45,434</u>	<u>46,637</u>	<u>-</u>	N/A
Net change in fund balances	(246,216)	361,950	-	
Fund balances - beginning	1,617,123	1,008,957	865,608	
Fund balances - ending	<u>\$ 1,370,907</u>	<u>\$ 1,370,907</u>	<u>\$ 865,608</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 SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 33,650	\$ 43,392	78%
Interest	1	3,260	-	N/A
Total revenues	<u>1</u>	<u>36,910</u>	<u>43,392</u>	85%
EXPENDITURES				
Debt service				
Principal	-	5,000	10,000	50%
Principal prepayment	-	150,000	-	N/A
Interest	-	21,938	27,000	81%
Total debt service	<u>-</u>	<u>176,938</u>	<u>37,000</u>	478%
Other fees & charges				
Property appraiser	-	-	678	0%
Tax collector	-	672	904	74%
Total other fees & charges	<u>-</u>	<u>672</u>	<u>1,582</u>	42%
Total expenditures	<u>-</u>	<u>177,610</u>	<u>38,582</u>	460%
Excess/(deficiency) of revenues over/(under) expenditures	1	(140,700)	4,810	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(140,000)	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>(140,000)</u>	<u>-</u>	N/A
Net change in fund balances	1	(280,700)	4,810	
Fund balances - beginning	145,636	426,337	278,945	
Fund balances - ending	<u>\$ 145,637</u>	<u>\$ 145,637</u>	<u>\$ 283,755</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 SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 1,513,043	\$ 1,617,215	94%
Miscellaneous	-	30,735	-	N/A
Forgiveness debt	-	149,919	-	N/A
Settlement - series 2003	45,434	224,581	-	N/A
Interest	-	24,618	-	N/A
Total revenues	<u>45,434</u>	<u>1,942,896</u>	<u>1,617,215</u>	120%
EXPENDITURES				
Debt service				
Principal A	-	-	530,000	0%
Interest A	-	-	982,388	0%
Total debt service	<u>-</u>	<u>-</u>	<u>1,512,388</u>	0%
Other fees & charges				
Property appraiser	-	-	25,269	0%
Trustee fees	-	7,000	-	N/A
Legal fees	-	20,000	-	N/A
Tax collector	-	30,240	33,692	90%
Total other fees & charges	<u>-</u>	<u>57,240</u>	<u>58,961</u>	97%
Total expenditures	<u>-</u>	<u>57,240</u>	<u>1,571,349</u>	4%
Excess/(deficiency) of revenues over/(under) expenditures	45,434	1,885,656	45,866	
OTHER FINANCING SOURCES/(USES)				
Transfer in	-	220,000	-	N/A
Transfer out	(45,434)	(2,670,150)	-	N/A
Total other financing sources/(uses)	<u>(45,434)</u>	<u>(2,450,150)</u>	<u>-</u>	N/A
Net change in fund balances	-	(564,494)	45,866	
Fund balances - beginning	2,324	566,818	5,804,764	
Fund balances - ending	<u>\$ 2,324</u>	<u>\$ 2,324</u>	<u>\$ 5,850,630</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 SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 201,732	\$ 201,484	100%
Prepayment assessments	33,734	33,734	-	N/A
Interest	2	1,411	-	N/A
Total revenues	<u>33,736</u>	<u>236,877</u>	<u>201,484</u>	118%
EXPENDITURES				
Debt service				
Principal	-	60,000	60,000	100%
Interest	-	125,700	125,700	100%
Total debt service	<u>-</u>	<u>185,700</u>	<u>185,700</u>	100%
Other fees & charges				
Property appraiser	-	-	3,148	0%
Tax collector	-	4,033	4,198	96%
Total other fees & charges	<u>-</u>	<u>4,033</u>	<u>7,346</u>	55%
Total expenditures	<u>-</u>	<u>189,733</u>	<u>193,046</u>	98%
Excess/(deficiency) of revenues over/(under) expenditures	33,736	47,144	8,438	
Fund balances - beginning	232,827	219,419	217,525	
Fund balances - ending	<u>\$ 266,563</u>	<u>\$ 266,563</u>	<u>\$ 225,963</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 SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 33,528	\$ 377,575	9%
Assessment prepayments	-	993,433	-	N/A
Special assessments: on-roll	-	343,785	-	N/A
Interest	-	74	-	N/A
Total revenues	<u>-</u>	<u>1,370,820</u>	<u>377,575</u>	363%
EXPENDITURES				
Debt service				
Principal	-	115,000	115,000	100%
Principal prepayment	-	995,000	-	N/A
Interest	-	262,575	262,575	100%
Total debt service	<u>-</u>	<u>1,372,575</u>	<u>377,575</u>	364%
Excess/(deficiency) of revenues over/(under) expenditures	-	(1,755)	-	
Fund balances - beginning	229	1,984	975	
Fund balances - ending	<u>\$ 229</u>	<u>\$ 229</u>	<u>\$ 975</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 SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 372,897	\$ 372,345	100%
Interest	2	3,161	-	N/A
Total revenues	<u>2</u>	<u>376,058</u>	<u>372,345</u>	101%
EXPENDITURES				
Debt service				
Principal	-	110,000	110,000	100%
Interest	-	248,738	248,738	100%
Total debt service	<u>-</u>	<u>358,738</u>	<u>358,738</u>	100%
Other fees & charges				
Property appraiser	-	-	5,818	0%
Tax collector	-	7,453	7,757	96%
Total other fees & charges	<u>-</u>	<u>7,453</u>	<u>13,575</u>	55%
Total expenditures	<u>-</u>	<u>366,191</u>	<u>372,313</u>	98%
Excess/(deficiency) of revenues over/(under) expenditures	2	9,867	32	
Fund balances - beginning	297,429	287,564	257,010	
Fund balances - ending	<u>\$ 297,431</u>	<u>\$ 297,431</u>	<u>\$ 257,042</u>	

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

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-2A
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 535,233	\$ 754,000	71%
Assessment prepayments	-	2,430,826	-	N/A
Interest	-	288	-	N/A
Total revenues	<u>-</u>	<u>2,966,347</u>	<u>754,000</u>	393%
EXPENDITURES				
Debt service				
Principal	-	175,000	250,000	70%
Principal prepayment	-	2,365,000	-	N/A
Interest	-	427,926	504,000	85%
Total debt service	<u>-</u>	<u>2,967,926</u>	<u>754,000</u>	394%
Excess/(deficiency) of revenues over/(under) expenditures	-	(1,579)	-	
Fund balances - beginning	(1,534)	45	675	
Fund balances - ending	<u>\$ (1,534)</u>	<u>\$ (1,534)</u>	<u>\$ 675</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 SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 434,513	\$ 438,279	99%
Assessment prepayments	-	46,720	-	N/A
Interest	3	2,338	-	N/A
Total revenues	<u>3</u>	<u>483,571</u>	<u>438,279</u>	110%
EXPENDITURES				
Debt service				
Principal	-	135,000	140,000	96%
Principal prepayment	-	90,000	-	N/A
Interest	-	280,950	282,300	100%
Total debt service	<u>-</u>	<u>505,950</u>	<u>422,300</u>	120%
Other fees & charges				
Property appraiser	-	-	6,848	0%
Tax collector	-	8,685	9,131	95%
Total other fees & charges	<u>-</u>	<u>8,685</u>	<u>15,979</u>	54%
Total expenditures	<u>-</u>	<u>514,635</u>	<u>438,279</u>	117%
Excess/(deficiency) of revenues over/(under) expenditures	3	(31,064)	-	
Fund balances - beginning	317,316	348,383	277,787	
Fund balances - ending	<u>\$ 317,319</u>	<u>\$ 317,319</u>	<u>\$ 277,787</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 SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 62,814	\$ 62,721	100%
Assessment levy: off-roll	-	648,966	648,966	100%
Assessment prepayments	-	52,886	-	N/A
Interest	2	1,006	-	N/A
Total revenues	<u>2</u>	<u>765,672</u>	<u>711,687</u>	108%
EXPENDITURES				
Debt service				
Principal	-	230,000	230,000	100%
Interest	-	479,400	479,400	100%
Total debt service	<u>-</u>	<u>709,400</u>	<u>709,400</u>	100%
Other fees & charges				
Property appraiser	-	-	980	0%
Tax collector	-	1,256	1,307	96%
Total other fees & charges	<u>-</u>	<u>1,256</u>	<u>2,287</u>	55%
Total expenditures	<u>-</u>	<u>710,656</u>	<u>711,687</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	2	55,016	-	
Fund balances - beginning	184,339	129,325	164,685	
Fund balances - ending	<u>\$ 184,341</u>	<u>\$ 184,341</u>	<u>\$ 164,685</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 SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 873,000	0%
Assessment prepayments	-	10,072,767	-	N/A
Interest	-	851	-	N/A
Total revenues	-	10,073,618	873,000	1154%
EXPENDITURES				
Debt service				
Principal	-	-	285,000	0%
Principal prepayment	-	9,800,000	-	N/A
Interest	-	272,767	588,000	46%
Total debt service	-	10,072,767	873,000	1154%
Excess/(deficiency) of revenues over/(under) expenditures	-	851	-	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(1,203)	-	N/A
Total other financing sources/(uses)	-	(1,203)	-	N/A
Net change in fund balances	-	(352)	-	
Fund balances - beginning	-	352	804	
Fund balances - ending	\$ -	\$ -	\$ 804	

**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 SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 268,100	\$ 273,522	98%
Assessment prepayments	-	239,052	-	N/A
Interest	4	3,318	-	N/A
Total revenues	<u>4</u>	<u>510,470</u>	<u>273,522</u>	187%
EXPENDITURES				
Debt service				
Principal	-	60,000	60,000	100%
Principal prepayment	-	165,000	-	N/A
Interest	-	202,825	203,550	100%
Total debt service	<u>-</u>	<u>427,825</u>	<u>263,550</u>	162%
Other fees & charges				
Property appraiser	-	-	4,274	0%
Tax collector	-	5,358	5,698	94%
Total other fees & charges	<u>-</u>	<u>5,358</u>	<u>9,972</u>	54%
Total expenditures	<u>-</u>	<u>433,183</u>	<u>273,522</u>	158%
Excess/(deficiency) of revenues over/(under) expenditures	4	77,287	-	
Fund balances - beginning	<u>505,327</u>	<u>428,044</u>	<u>396,109</u>	
Fund balances - ending	<u>\$ 505,331</u>	<u>\$ 505,331</u>	<u>\$ 396,109</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 SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 88,756	\$ 90,551	98%
Assessment prepayments	-	60,936	-	N/A
Developer contributions	-	6,675	-	N/A
Interest	2	1,050	-	N/A
Total revenues	<u>2</u>	<u>157,417</u>	<u>90,551</u>	174%
EXPENDITURES				
Debt service				
Principal	-	30,000	30,000	100%
Principal prepayment	-	50,000	-	N/A
Interest	-	56,950	57,250	99%
Total debt service	<u>-</u>	<u>136,950</u>	<u>87,250</u>	157%
Other fees & charges				
Property appraiser	-	-	1,415	0%
Tax collector	-	1,774	1,886	94%
Total other fees & charges	<u>-</u>	<u>1,774</u>	<u>3,301</u>	54%
Total expenditures	<u>-</u>	<u>138,724</u>	<u>90,551</u>	153%
Excess/(deficiency) of revenues over/(under) expenditures	2	18,693	-	
Fund balances - beginning	<u>154,195</u>	<u>135,504</u>	<u>119,989</u>	
Fund balances - ending	<u>\$ 154,197</u>	<u>\$ 154,197</u>	<u>\$ 119,989</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 SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 132,733	\$ 132,813	100%
Interest	1	1,438	-	N/A
Total revenues	<u>1</u>	<u>134,171</u>	<u>132,813</u>	101%
EXPENDITURES				
Debt service				
Interest	-	132,812	132,813	100%
Total debt service	<u>-</u>	<u>132,812</u>	<u>132,813</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	1	1,359	-	
Fund balances - beginning	194,648	193,290	191,429	
Fund balances - ending	<u>\$ 194,649</u>	<u>\$ 194,649</u>	<u>\$ 191,429</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	Current Month	Year to Date
REVENUES		
Assessment prepayments	\$ -	\$ 269,946
Interest	6	3,524
Total revenues	<u>6</u>	<u>273,470</u>
EXPENDITURES		
Debt service		
Principal	-	650,000
Principal prepayment	-	180,000
Interest	-	794,302
Total debt service	<u>-</u>	<u>1,624,302</u>
Other fees & charges		
Cost of issuance	-	164,750
Pynt to refunded escrow agent	-	15,099,499
Underwriter's discount	-	213,675
Total other fees & charges	<u>-</u>	<u>15,477,924</u>
Total expenditures	<u>-</u>	<u>17,102,226</u>
Excess/(deficiency) of revenues over/(under) expenditures	6	(16,828,756)
OTHER FINANCING SOURCES/(USES)		
Proceeds from refunding bonds	-	14,245,000
Premium	-	900,421
Transfer in	-	2,624,716
Transfer out	-	(80,000)
Total other financing sources/(uses)	<u>-</u>	<u>17,690,137</u>
Net change in fund balances	6	861,381
Fund balances - beginning	861,375	-
Fund balances - ending	<u>\$ 861,381</u>	<u>\$ 861,381</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 SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year to Date</u>
REVENUES		
Interest & miscellaneous	\$ 11	\$ 4,405
Settlements	-	1,350,000
Total revenues	<u>11</u>	<u>1,354,405</u>
EXPENDITURES		
Capital outlay	<u>22,544</u>	<u>154,264</u>
Total expenditures	<u>22,544</u>	<u>154,264</u>
Excess/(deficiency) of revenues over/(under) expenditures	(22,533)	1,200,141
Fund balances - beginning	<u>1,257,482</u>	<u>34,808</u>
Fund balances - ending	<u>\$ 1,234,949</u>	<u>\$ 1,234,949</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND 2015
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	Current Month	Year to Date
REVENUES		
Interest & miscellaneous	\$ 3	\$ 2,118
Total revenues	3	2,118
EXPENDITURES		
Capital outlay	-	7,007
Total expenditures	-	7,007
Excess/(deficiency) of revenues over/(under) expenditures	3	(4,889)
Fund balances - beginning	283,575	288,467
Fund balances - ending	\$ 283,578	\$ 283,578

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

9

DRAFT

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

The Board of Supervisors of the Fiddler’s Creek Community Development District #2 held a Regular Meeting on September 23, 2020 at 10:00 a.m., in-person at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114, and remotely, via Zoom, at <https://us02web.zoom.us/j/85303897401>, Meeting ID 853 0389 7401 and via conference call at 1-929-205-6099, Meeting ID 853 0389 7401.

Present were:

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

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Tammie Smith	Operations Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Ron Albeit	The Foundation General Manager
Shane Willis	Fiddler’s Creek Security
Joe Parisi	Developer
Daniel Ferrao	Developer
Michael O’Neil	Counsel for The Foundation
Joan Smith	Resident
Michael Laurence	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.

SECOND ORDER OF BUSINESS

Public Comments: Non-Agenda Items

41 There were no public comments.

42

43 **THIRD ORDER OF BUSINESS**

**Update: Request for County Assistance for
7-Eleven Contribution for Traffic Signal**

44

45

46 Mr. Pires stated that this matter was scheduled for consideration at the September 17,
47 2020 Planning Commission meeting but the meeting was continued to September 25, 2020.

48 The attorney for the applicant conveyed that the applicant had no problem with the stipulation
49 and the Planning Commission would like 7-Eleven to contribute to the traffic signal as well. The
50 item would go before the County Commission in November. Discussion ensued regarding fair
51 share contribution, trip generation traffic, US 41, the Traffic Impact Study and the applicant.

52 Mr. Pires would attend the next Planning Commission meeting.

53

54 **FOURTH ORDER OF BUSINESS**

Health, Safety and Environment Report

55

56 Mr. Willis gave the following update:

57 ➤ Five deceased alligators were discovered and removed from District lakes; four in Marsh
58 Cove and one in Isla Del Sol. Poisoning was suspected. The Florida Fish and Wildlife
59 Conservation Commission (FWC) and the Conservancy are conducting an investigation.

60 Discussion ensued regarding the ongoing investigation, environmental exposure,
61 stomach content analysis, toxicology reports, test results and next steps.

62 ➤ Several road closure complaints were received, particularly about Museo Circle where
63 residential roofing and painting occurred. Daily updates would be posted on the website
64 alerting residents of the roads impacted by construction, maintenance and repairs. The updates
65 would last until November.

66 ➤ Construction at the main gate and the Sandpiper closure is challenging. The Sheriff's
67 Department is patrolling in unmarked vehicles. The security manager and senior patrol officer
68 have included the construction managers as part of the team so that staff is alerted to any
69 issues that may arise with contractors, etc. Staff is working to reduce risks to the community.

70 ➤ Gatehouse Entries: 28,200 entries in the past month.

71 ➤ Resident Occupancy: 900 in August.

- 72 ➤ Incidents: Parking was a primary issue. There was less fishing in the lakes.
73 ➤ Irrigation: 37 million gallons were used to irrigate in July and 30 million gallons in
74 August; 7 million gallons were saved through the irrigation program.

75 Mr. Miller asked about flooding on Fiddler's Creek Parkway. Mr. Willis explained that,
76 when snowbirds secure their properties, dead water is flushed out based on the chlorine
77 measurements.

78 The administrative issues in the irrigation system were resolved and the relationship
79 between the Irrigation Manager and the villages was satisfactory.

- 80 ➤ Power Washing: Crews were working on Mahogany Bend. The side railings, towards the
81 Veneta fountain, were on the work schedule.

- 82 ➤ Recent Vehicle Vandalisms in Aviamar: The vandals were a group of teenagers that
83 targeted gated communities, which Lieutenant Walker reported on at the last meeting. Some
84 were apprehended.

85 Ms. Viegas asked Mr. Willis to send an e-blast reminding residents to be vigilant and
86 alert. Discussion ensued regarding irrigation, drainage, the Sandpiper closure, flooding and the
87 construction traffic on Creative Lane.

88

89 FIFTH ORDER OF BUSINESS

Developer's Report/Update

90

91 Mr. Parisi introduced Mr. Michael O'Neil, the recently engaged attorney for The
92 Foundation, and gave the following update:

- 93 ➤ Trusses are scheduled to be delivered to Fiddler's Creek Parkway, behind the gatehouse
94 on October 15th. Parts of the road would be closed when the trusses are delivered and installed.
95 ➤ Notices of roadway and lane changes would be posted on the members' website.
96 ➤ All of the construction on Sandpiper should be completed by the first week of January.
97 ➤ Barriers and stop signs are in place at the Aviamar and Oyster Harbor (OH) entrances.
98 Once parts of Sandpiper Drive are cleared for opening, the barriers would be removed.

99 Resident Michael Laurence asked about the construction road at Aviamar once
100 Sandpiper opens. Mr. Parisi stated that new construction roads would be opened across from
101 Callista Mar Way and directly across Sandpiper to OH and Marsh Cove.

102 Ms. Viegas asked what entity was paying the costs of moving the two construction roads
103 and the cleanup once construction is completed. Mr. Parisi stated that the roadway
104 construction is in The Foundation's budget.

105

106 **SIXTH ORDER OF BUSINESS**

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

107

108 Mr. Cole presented the following:

109 ➤ Requisition #164, 2005 Series Bond, \$128,000: For work related to the Fiddler's Creek
110 Plaza construction project, primarily for lake construction and excavation.

111 • **Continued Discussion: Closure of Sandpiper Drive and Relocation of the Temporary
112 Construction Access Road**

113 Mr. Cole gave the following updates:

114 ➤ He is coordinating with Mr. Parisi, Mr. Willis and the Collier County Department of
115 Transportation (DOT) on all aspects of the road construction project. The CDD #2 total contract
116 sum is \$929,000, of which, \$90,000 would be paid for by The Foundation.

117 ➤ Every invoice would be examined and allocated to either the District or The Foundation.

118 Discussion ensued regarding appropriate payment allocation, legal fees, the
119 construction bond and the unaudited financials.

120 ➤ Sidewalk repairs that were safety concerns were completed.

121 ➤ Valley gutters and curbs were in progress and restriping would commence upon
122 completion of those repairs.

123 ➤ Lake bank erosion repairs would commence soon.

124 ➤ According to the golf course, 11" of rain fell over a four-day period. The system is
125 operating as it should and water levels are continuing to drop.

126 ➤ The catch basins were full and caused some flooding, which was addressed.

127 Discussion ensued regarding area flooding, the County Watershed Improvement Project
128 (CWIP), future rain events, and the Army Corps of Engineers.

129

130 **SEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of August 31, 2020**

131

132

133 Mrs. Adams stated that the “Access control operating supplies utilities” line item was
 134 still showing a monthly expense. Accounting has continued paying the Florida Power & Light
 135 (FPL) and Collier County utility bills for the Sandpiper gatehouse. An email request for
 136 reimbursement was sent to Mr. Willis. Ms. Viegas asked if the \$60,000 for the LED project
 137 would be reflected in the September financials. Mrs. Adams replied affirmatively.

138

139 **EIGHTH ORDER OF BUSINESS**

**Consideration of August 26, 2020 Public
Hearing and Regular Meeting Minutes**

140

141

142 Mrs. Adams presented the August 26, 2020 Public Hearing and Regular Meeting
 143 Minutes. The following change was made:

144 Line 31: Change “Laurence” to “O’Neil” and “Resident” to “The Foundation”

145

146 **On MOTION by Ms. DiNardo and seconded by Mr. Miller, with all in favor, the**
 147 **August 26, 2020 Public Hearing and Regular Meeting Minutes, as amended,**
 148 **were approved.**

149

150

151 **NINTH ORDER OF BUSINESS**

Staff Reports

152

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

154 **I. Review of Aviamar (formerly Pulte) License Agreement**

155 Mr. Pires stated that Ms. Viegas’ corrections would be incorporated into the final
 156 version of the Agreement. A draft version was forwarded to the Cardinal Management
 157 representative for review. Mr. Miller asked why the term was only five years and made the
 158 following suggestions:

159 Third Whereas: Change “premised” to “contingent”

160 Page 2, Paragraph 2: Insert “and removing” after “maintaining”

161 Insert “and all properties of the Licensee shall have been removed or to the extent not
 162 removed, forfeited to the Licensor.”

163 Page 3, Paragraph 2: Insert “material” after “landscaping”

164 **II. PowerPoint Presentation: Sunshine Laws**

165 This item was deferred to the October meeting.

166 Discussion ensued regarding the Governor's Executive Order, roadway transfer to a
167 Master Association, Taylor Morrison (TM) issues at Amador, faulty drainage in the final seven
168 lots that were developed, pool installations by seven property owners, relocating the swale,
169 removal of landscaping, permitting and Design Review Committee (DRC) approval. Mr. Miller
170 requested a proposal to remedy the issues, including the fees incurred. Mr. Pires stated that
171 how the issues would be remedied was being addressed and he requested legal fees in the
172 letter. He distributed a separate letter that was sent to Mr. Hough about issues in OH. He also
173 sent a letter to Lennar regarding the depressions in Aviamar Circle in Millbrook.

174 Mr. Pires listed all of the OH items in need of repair. Discussion ensued regarding
175 insurance, performance bonds, the Developer and Collier County. Mr. Parisi asked to be copied
176 on all of the emails and correspondence regarding the OH and Aviamar issues. Mr. Pires would
177 notify the Board, Staff and Mr. Parisi of all new developments.

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

- 179 • **NEXT MEETING DATE: October 28, 2020 at 10:00 A.M.**

- 180 ○ **QUORUM CHECK**

181 All Supervisors confirmed their attendance at the October 28, 2020 meeting.

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

183 Mrs. Adams presented the September Field Operations Report.

184 Ms. Viegas voiced her concerns about the bench locations, distributed an aerial view of
185 the CDD-owned property in Aviamar and requested that Mrs. Laurence, an Aviamar resident
186 who assisted Ms. DiNardo on the bench project, receive a copy of the aerial view. Discussion
187 ensued regarding bench locations approved at the last meeting and the decision to add a
188 Sandpiper bench, based on a conversation after the meeting, as a resident was donating one of
189 the OH benches. Ms. Viegas asked for a bench to be installed in Aviamar, with Mrs. Laurence's
190 input on the location, instead of on Sandpiper, due to the proximity to the current Aviamar
191 fountain benches. Discussion ensued regarding bench locations.

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On MOTION by Ms. Viegas and seconded by Mr. Miller, with Ms. Viegas in favor and Ms. DiNardo, Mr. Miller, Mr. Klug and Mr. Nuzzo dissenting, replacing the Sandpiper bench with an Aviamar location, and contacting Mrs. Laurence, was not approved. (Motion failed 1-4)

On MOTION by Ms. DiNardo and seconded by Mr. Klug, with Ms. DiNardo, Mr. Klug, Mr. Miller and Mr. Nuzzo in favor, and Ms. Viegas dissenting, ratifying the selection and placement of a bench on Sandpiper, was approved. (Motion passed 4-1)

Ms. Viegas asked if a plaque would be installed on the donated bench. Mrs. Adams stated that the plaque would be provided to the DRC by the donor for DRC approval. Discussion ensued regarding a donor donation policy.

TENTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Miller asked why the arbitrage calculation was over-budget. Mr. Adams explained that the Accounting Department completed five years' worth of reports in one year.

ELEVENTH ORDER OF BUSINESS

Adjournment

There being no further business to discuss, the meeting adjourned.

On MOTION by Ms. DiNardo and seconded by Mr. Miller, with all in favor, the meeting adjourned at 12:05 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

225
226
227
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230

Secretary/Assistant Secretary

Chair/Vice Chair

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

10B

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 28, 2020	Regular Meeting	10:00 AM
Join Zoom Meeting: https://us02web.zoom.us/j/83570938418 Meeting ID: 835 7093 8418 Dial by Location: 1-929-205-6099 Meeting ID: 835 7093 8418		
November 11, 2020*	Regular Meeting	10:00 AM
December 9, 2020*	Regular Meeting	10:00 AM
January 27, 2021	Regular Meeting	10:00 AM
February 24, 2021	Regular Meeting	10:00 AM
March 24, 2021	Regular Meeting	10:00 AM
April 28, 2021	Regular Meeting	10:00 AM
May 26, 2021	Regular Meeting	10:00 AM
June 23, 2021	Regular Meeting	10:00 AM
July 28, 2021	Regular Meeting	10:00 AM
August 25, 2021	Public Hearing & Regular Meeting	10:00 AM
September 22, 2021	Regular Meeting	10:00 AM

*Exceptions

November meeting date is two weeks earlier to accommodate Thanksgiving Holiday

December meeting date is two weeks earlier to accommodate Christmas Holiday

In the event that the COVID-19 public health emergency prevents the meetings from occurring in-person, the District may conduct the meetings by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69, 20-150, 20-179 and 20-193 issued by Governor, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

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

10C