

FIDDLER'S CREEK

COMMUNITY DEVELOPMENT

DISTRICT #2

September 27, 2023

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

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

**AGENDA
LETTER**

Fiddler's Creek Community Development District #2

OFFICE OF THE DISTRICT MANAGER

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

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

September 20, 2023

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

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

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #2 will hold a Regular Meeting on September 27, 2023 at 10:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items (*3 minutes per speaker*)
3. Continued Discussion: Claim Against Fiddler's Creek CDD #1 Regarding Anticipatory Breach of Interlocal Agreement [Traffic Signal Cost Sharing]
4. Health, Safety and Environment Report
 - A. Irrigation and Pressure Washing Efforts
 - B. Security and Safety Update
5. Developer's Report/Update
6. Engineer's Report/Update: *Hole Montes, a Bowman Company*
 - A. Discussion/Consideration of Sophistico Construction, Estimate No. 1047 for Pump House Roof
 - B. Consideration of Metro Pumping Systems, Inc., Estimate #R93474 to Hire Crane for Loading of Pump Station
7. Ratification of Fiddler's Creek Foundation, Inc., Irrigation Maintenance Service Agreement
8. Continued Discussion/Consideration of Proposals for Street Light Posts and Signpost Painting Projects
9. Consideration of Proposals for CDD Insurance

- 10. Discussion/Update: Operating Funds Investment Options
- 11. Acceptance of Unaudited Financial Statements as of August 31, 2023
- 12. Approval of August 23, 2023 Public Hearing and Regular Meeting Minutes
- 13. Action/Agenda or Completed Items
- 14. Staff Reports

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

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

- NEXT MEETING DATE: October 25, 2023 at 10:00 AM

○ QUORUM CHECK

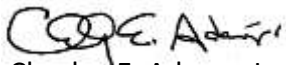
SEAT 1	VICTORIA DINARDO	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	ELLIOT MILLER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	LINDA VIEGAS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>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

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

- 15. Adjournment

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

Sincerely,


 Chesley E. Adams, Jr.

District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 709 724 7992

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

4A

CDD 2

AUGUST 2023

PRESENTED BY: RYAN HENNESSEY AND JOSEPH PARISI

CDD 2 CONTRACTED RESPONSIBILITIES

1. Tree Canopy Trimming
2. Irrigation
 - Irrigation@Fiddlerscreek.com
3. Pressure Washing
 - Pressurewashing@Fiddlerscreek.com

TREE CANOPY TRIMMING

- Trimming Palm Trees at the Tennis Courts



IRRIGATION PROJECTED USAGE

- 20 Programmed Village Satellites
 - Monday, Wednesday & Saturday
 - 9:00 pm – 8:00 am
 - 13 Possible Run Cycles / 10 Run Cycles
 - 3 Rain Hold
- 9 Programmed Common Satellites
 - Tuesday, Thursday & Sunday
 - 14 Possible Run Cycles / 10 Run Cycles
 - 4 Rain Holds
- August Water Estimated Calculation Usage Based on Programmed Run Cycles*
 - Villages: 9,404,340 Gallons
 - Common: 3,319,750 Gallons
- Total Water Usage in August 2023 was 53,311,045 Gallons.
Total Water Usage in August 2022 was 51,877,598

*Does not account for non-scheduled water usage such as leaks, wet checks, manual runs, battery timers, individual residential timers, and manual toro clocks.



IRRIGATION REPORT

The following items were noted in the month of August:



Satellite I-22 Sandpiper 3 – Identified electrical problem of insufficient power supply. Requested services of electrician.

Satellite I-27 FCP North – Satellite failing to communicate. Performed investigation and identified failing modem and replaced same. No charge as item under warranty. Communication failure reoccurred due to failing radio and radio cables. Items ordered for replacement.

WATER MAIN BLOWOUT

- Occurred on Sunday, 08/27/23 at approximately 10:30AM on FC Pkwy, north of Championship Dr.
- Failure of a 16" mainline pipe.
- FC Pkwy shut down going southbound.
- Sub-mains/mainlines were pressurized so that full flow was restored to the irrigation system by Tuesday, 08/29/23 at 8:30AM.



PRESSURE WASHING

- Past 30 Days:
 - Completed work on Club Center and Sauvignon
- Projected Next 30 Days:
 - Fiddler's Creek Parkway



Current Month's Projected Plan

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

2023 Mapping

MAY

JUNE

JULY

AUGUST





Questions?



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

4B

Safety Department Update

Department of Safety, Health & Environment

DIRECTOR OF COMMUNITY SERVICES –
Ryan Hennessey

SAFETY MANAGER – Richard Renaud



Fiddler's Creek®

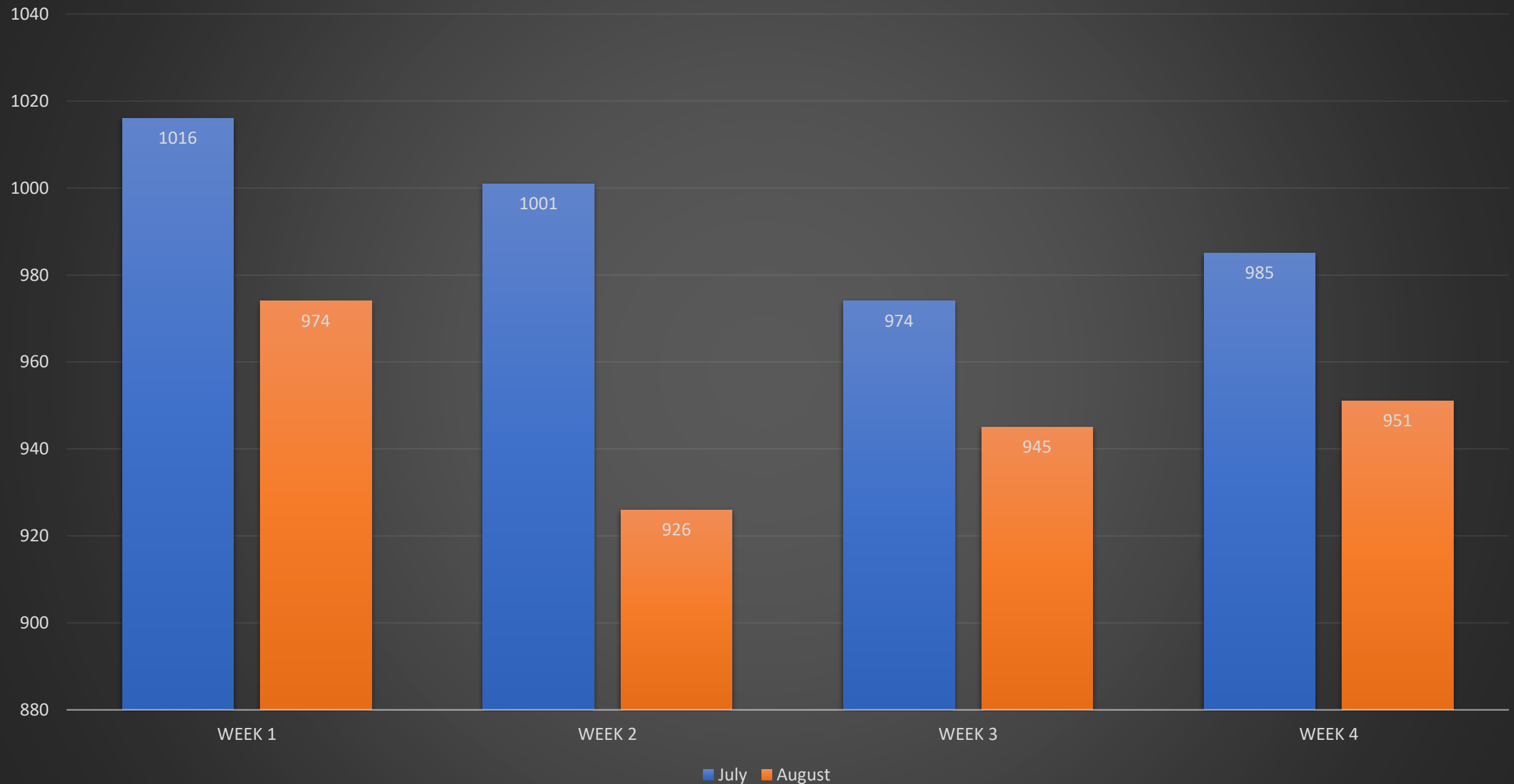
Gate Access Control

- Enter your guest information on the member's website
- Use the Fiddler's Creek mobile app to register guests
- Call the automated gate house at 239-529-4139
- IF YOU EXPERIENCE DIFFICULTY WITH ANY OF THESE,
PLEASE SEND THE INFORMATION TO
safety@fiddlerscreek.com, ALWAYS INCLUDE YOUR NAME
AND ADDRESS.
- **Community Patrol 239-919-3705**

**WE ARE NOT FIRST RESPONDERS, ALWAYS CALL 911 FOR AN
EMERGENCY**

**THEN CALL COMMUNITY PATROL TO INFORM THEM OF THE
INCIDENT**

Occupancy Report: July 2023-August 2023

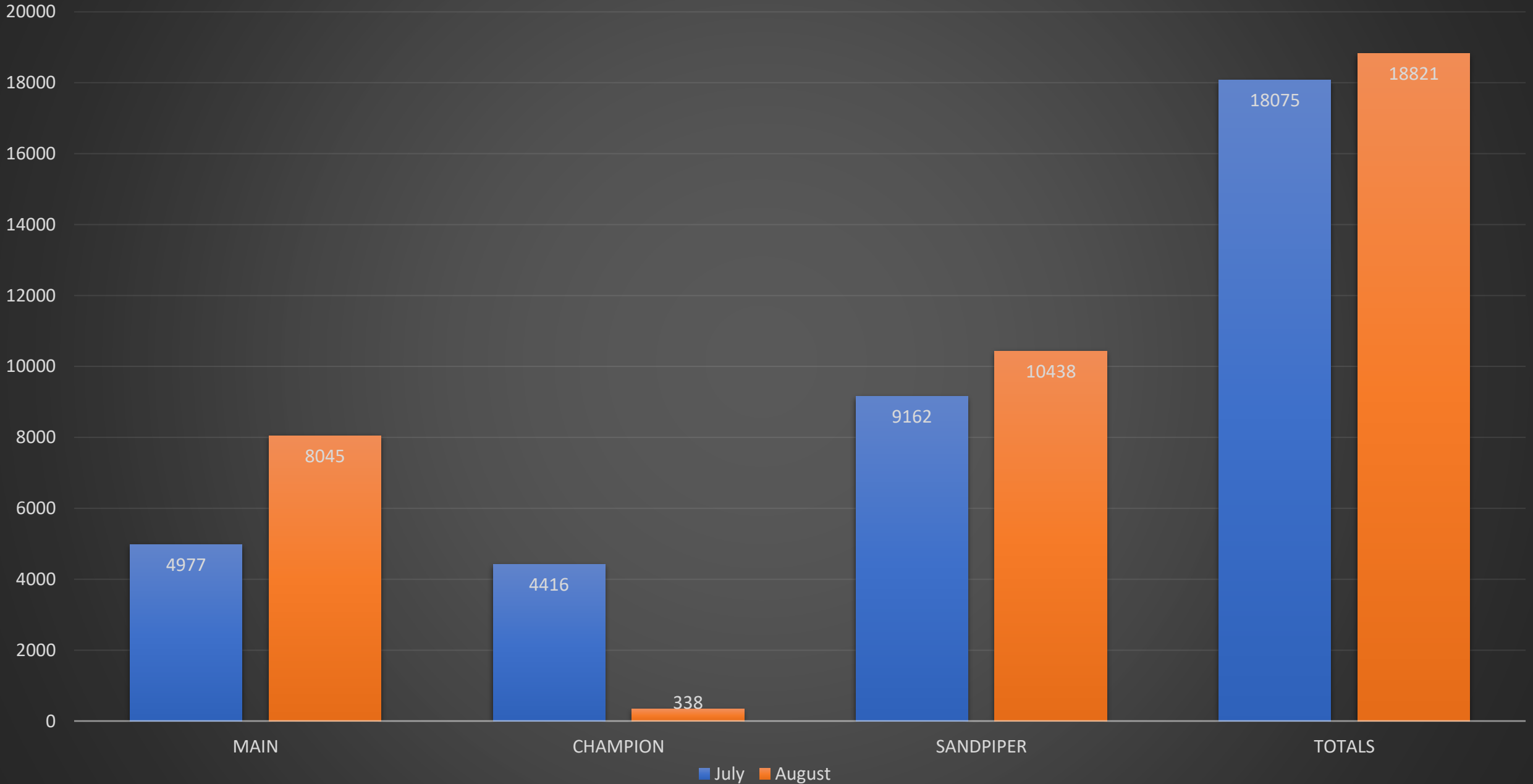


GATEHOUSES and PATROLS

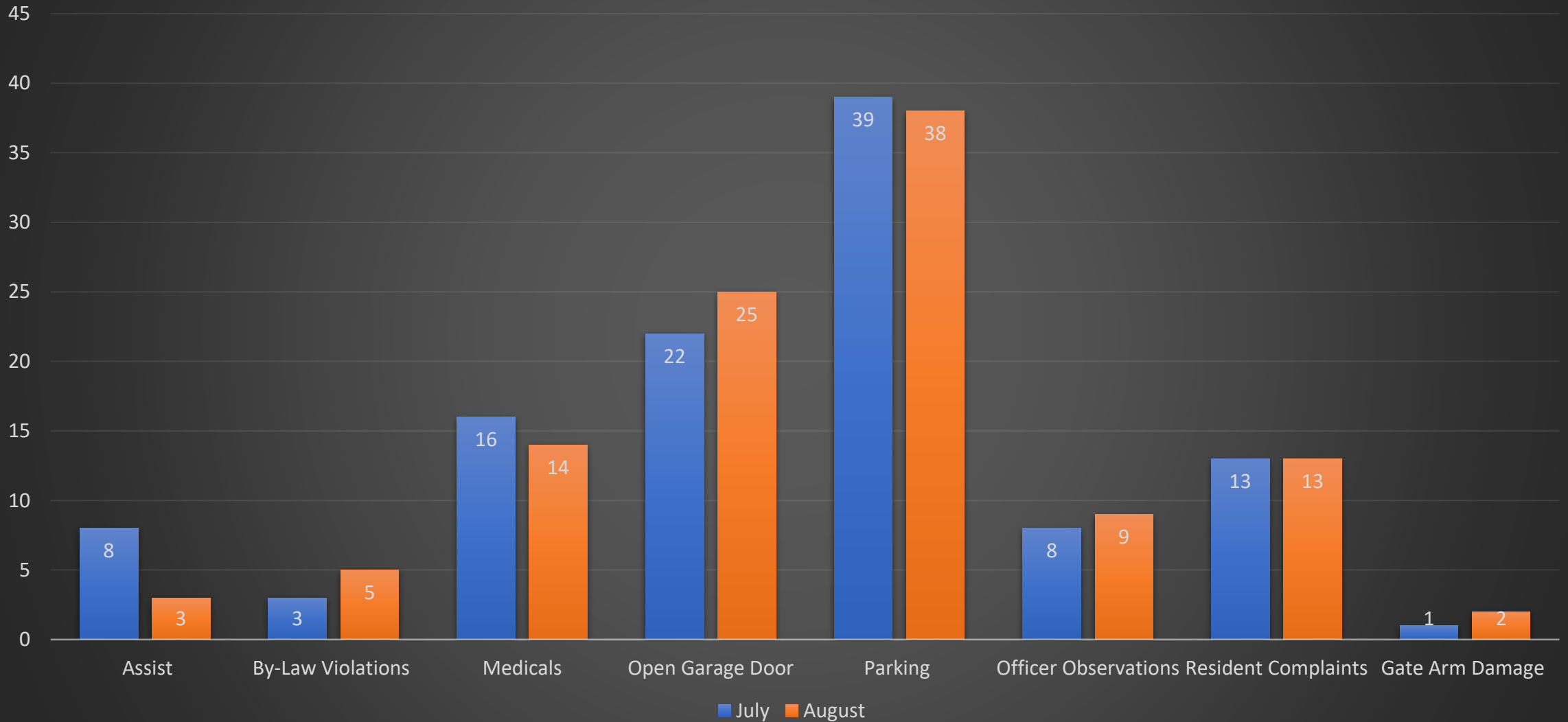
- Sandpiper, Championship, Main
- 24x7
- 2 Patrols per shift.
- 24x7



GATE HOUSE ACTIVITY: July 2023-August 2023



Incident Reports: July 2023-August 2023

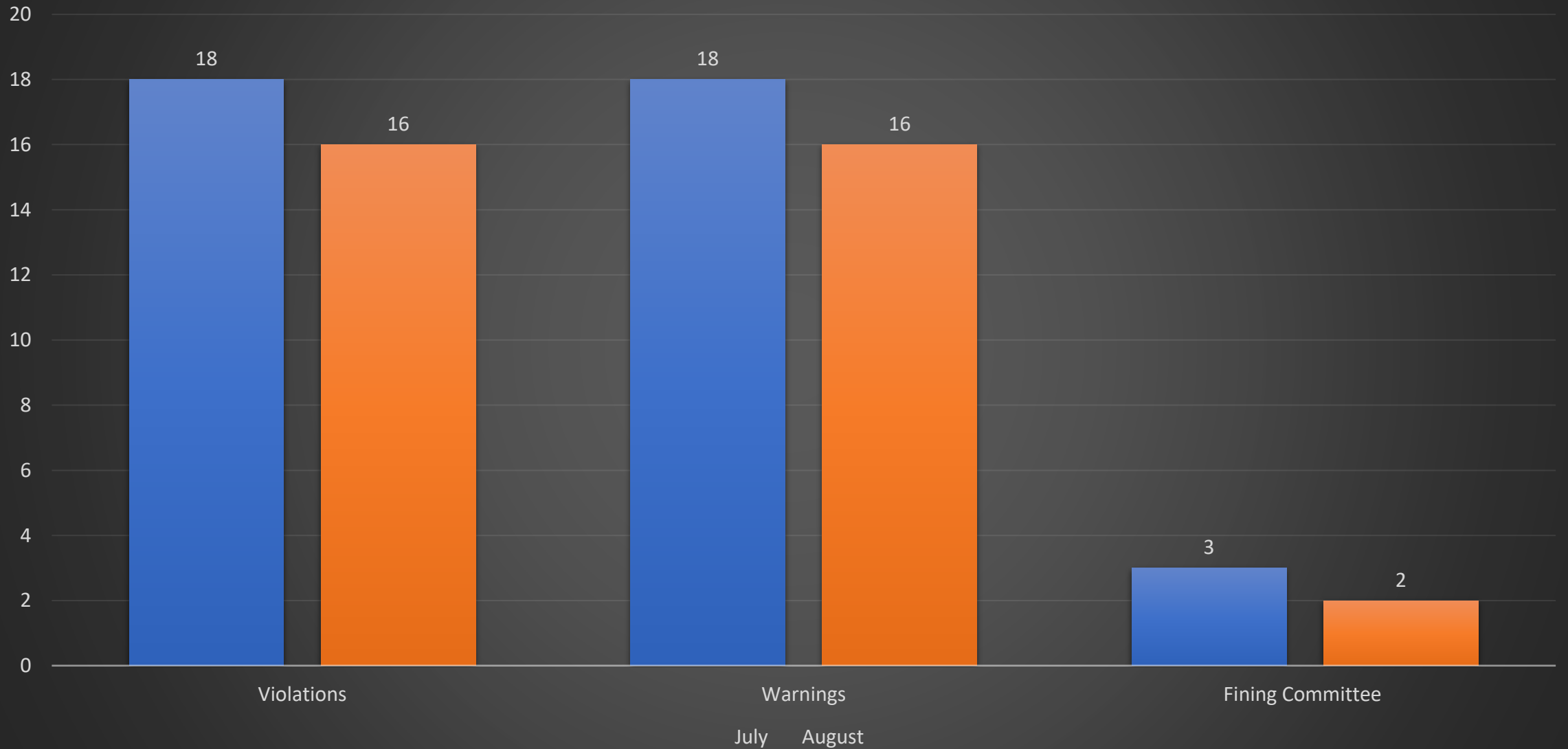


SPEED DETECTION and ENFORCEMENT

- Portable speed detection device
- Deployed throughout Fiddler's Creek at random
- Fixed devices located on Cherry Oaks Trail
- CCSO also deploys their own speed calming devices.



Traffic Hawk Speeding Violations: July 2023-August 2023



CCSO CRIME STATS

- Most common calls to date (August 2023)
 - (55) Extra Patrols
 - (11) Alarm
 - (4) 911 Hang-Ups
 - (14) Medical calls
 - (2) Follow up investigations
- Most common calls to date (Last six months)
 - (289) Extra Patrols
 - (73) Alarm
 - (134) 911 Hang-Ups
 - (80) Medical Calls
 - (3) Motor vehicle accidents
 - (1) Motor vehicle stop

QUESTIONS?

- Thank you



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

6A

To: Terry Cole <terrycole@hmeng.com>; Chuck Adams <adamsc@whhassociates.com>; Cleo Adams <crismondc@whhassociates.com>
Cc: Tobi Charbonneau <tobicharbonneau@hmeng.com>; Anthony Pires <apires@wpl-legal.com>
Subject: Re: Estimate for pump house #2 Roof demolition

Cleo:

I do not recall the Board specifically approving this arrangement with this contractor. Is my recollection incorrect?

I would like the following modifications to be made to the draft agreement.

1. In paragraph 7, following the phrase "Contractor agrees...", instead of the words "specifically to", substitute "Including, but not limited to".
2. In paragraph 11 add the phrase "if so adopted by the District's Board."
3. Regarding paragraph 12 I need to see the provisions of Florida Statute section 287.0585 before I can agree to its inclusion.
4. In paragraph 15 delete the phrase "other than a bona fide employee working solely for Contractor" or recite the specific factual reason for that paragraph without the deletion.
5. In paragraph 16 provide that the Contractor shall perform all required obligations in a competent and workmanlike manner within such 30 day period.

Has Tony Pires seen this agreement?

Thanks.

Elliot

On Wednesday, September 13, 2023 at 12:43:31 PM EDT, Cleo Adams <crismondc@whhassociates.com> wrote:

Good Afternoon Elliot,

The attached document requires your signature. I can send to you via fed-ex for a tomorrow delivery, along with a fedex envelope and label to send back to me; unless you have the ability to sign the attached PDF on line.

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

6B



Metro Pumping Systems, Inc

922 SE 14th Place
Cape Coral, FL 33990

PH: 239-573-9700
FX: 239-573-6700

Estimate: R93474

Date: 9/18/2023

Customer Information:

Fiddlers Creek CDD
9220 Bonita Beach Rd
Suite 214
Bonita Springs, FL 34135

Ship To

Fiddler's Res/Com #2

QTY Description

QTY	Description
1	Labor, including crane service, to load pump station at storage site into pump house #2 building after roof has been removed. This is necessary because the roof could not be removed prior to delivery from factory, which can not be delayed.

Total \$9,800.00

Prices good for 30 days
Freight NOT included unless otherwise noted

Accepted By: _____ Date: _____

Please sign and fax back to 239-573-6700



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

7

SERVICE AGREEMENT
FIDDLER'S CREEK CDD 2 MAINTENANCE
Irrigation Maintenance – Fiddler's Creek Foundation, Inc.

THIS SERVICE AGREEMENT ("Agreement") is made and entered into as of the __ day of November, 2022 by and between Fiddler's Creek Foundation, Inc., whose address is 8156 Fiddler's Creek Parkway, Naples, FL 34114 (the "Contractor") and Fiddler's Creek Community Development District #2, a community development district established pursuant to Chapter 190, Florida Statutes, with an address c/o Wrathell, Hunt and Associates, LLC, 9220 Bonita Beach Road, Suite 214, Bonita Springs, FL 34135 (the "District").

WHEREAS, the District owns, operates and maintains, and is responsible for the programming, operation, maintenance, repair, replacement and reconstruction of its irrigation water distribution systems within the boundaries of the District, as its irrigation water distribution systems currently exists, as described and depicted on the attached Exhibit "A", and as added to, modified or expanded (the "District Irrigation System"); and

WHEREAS, as described and depicted on the attached Exhibit "A", the limits of the District Irrigation System includes all District-owned facilities located within the District's rights-of-way, District irrigation easements or public utility easements including but not limited to: pumping stations, gate valves, transmission mains, valve boxes, blow off assemblies, air release valves, back flow preventers and service connections up to the point of connection within the right-of-way, irrigation easement and/or public utility easement;

WHEREAS, the responsibility for the operation and maintenance of any irrigation systems after the District-owned point of connection is that of the individual property owner, condominium association or homeowner's association, and is expressly excluded from this Agreement;

WHEREAS, the Contractor has represented to the District that: (1) the Contractor employs staff who possesses all of the necessary licenses, skill, knowledge and personnel necessary to competently perform all of the services necessary to monitor, program, operate, maintain and repair (within the limits specified in this Agreement) the satellite field controllers within the District Irrigation System (the "Controllers"), all as more fully described on the attached Exhibit "B" (the "Services"); and (2) the provisions of such Services do not require the possession of any contractor's license; and

WHEREAS, the Contractor has represented to the District that, within thirty (30) days after execution of this Agreement, it will conduct a physical inspection of the existing conditions of the District Irrigation System and within sixty (60) days after the conclusion of such inspection, will provide detailed results of such inspection in a written report.

NOW, THEREFORE, in consideration of the premises, the payment of the amount of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties, each intending to be legally bound, hereby agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The Services shall be performed in accordance with the schedule provided in Exhibit "B". The



Services shall include all labor and equipment necessary to perform the Services. The Services shall be performed safely and in a good and workmanlike manner by a qualified person retained by and designated by the Contractor (the "Irrigation Manager"), which person shall have and maintain the following minimum certifications and/or licenses: current Toro Lynx Level 2, along with trained personnel working under the supervision of the Irrigation Manager. The individual(s) retained and designated as the Irrigation Manager shall hold and possess all of the foregoing qualifications required of the Irrigation Manager and shall deliver to the District copies of the current certifications and/or licenses required to be held/possessed by the Irrigation Manager. All of the Contractor's personnel performing the Services shall be properly trained, certified and licensed (when required for the Services being performed). The Contractor shall be responsible for applying for, obtaining and paying for all permits, licenses or certifications necessary to perform the Services. The Contractor shall perform all Services in strict compliance with all applicable statutes, rules, laws, ordinances and regulations.

3. The District agrees to annually pay the Contractor, as full and complete compensation for the performance and completion of the Services, the following amounts:

3.1 For Services from January 1, 2023 to December 31, 2023: Fifty-Two Thousand Five Hundred and no/100 Dollars (\$52,500.00), payable in equal quarterly installments of Thirteen Thousand One Hundred Twenty-Five and No/100 Dollars (\$13,125.00) each, on or before the first day of January, April, July and October 2023;

3.2 For Services from January 1, 2024 to December 31, 2024: Fifty-Five Thousand One Hundred Twenty-Five and no/100 Dollars (\$55,125.00), payable in equal quarterly installments of Thirteen Thousand Seven Hundred Eighty-One and 25/100 Dollars (\$13,781.25) each, on or before the first day of January, April, July and October 2024; and

3.3 For Services from January 1, 2025 to December 31, 2025: Fifty-Seven Thousand Eight Hundred Eighty-One and 24/100 Dollars (\$57,881.24), payable in equal quarterly installments of Fourteen Thousand Four Hundred Seventy and 31/100 Dollars (\$14,470.31) each, on or before the first day of January, April, July and October 2025.

4. Within three (3) business days of the date of execution of this Agreement, and prior to the commencement of the Services, the Contractor shall provide the District with Certificates of Insurance for the following: (a) Worker's Compensation – Statutory amount of coverage, noting the District as an additional insured; (b) Automobile Liability coverage; and (c) Commercial General Liability coverage providing coverage for bodily injury, property damage and personal injury, with applicable limits of liability being not less than One Million Dollars (\$1,000,000) bodily injury (each occurrence); and Two Million Dollars (\$2,000,000), in the aggregate, and noting the District as an additional insured. The Contractor shall maintain such insurance for the duration of this Agreement. The Contractor shall ensure that subcontractors, if any, who provide any part of the Services shall have and maintain the same levels of insurance as the Contractor and provide the District with Certificates of Insurance evidencing same.

Contractor shall not allow any liens arising out of the Services to be filed against the District Irrigation System or District property. If any liens shall be filed against the District Irrigation System or District property by Contractor's provision of services under this Agreement, Contractor shall cause such liens to be released, satisfied and discharged of record, or transferred to cash or surety bond in accordance with applicable law within ten (10) calendar days from the date Contractor receives notice and



confirmation that such liens have been filed or record. Contractor agrees to defend and hold District harmless from and against any liens or claims arising out of Contractor's provision of services under this Agreement.

5. This Agreement and the Services may not be assigned by the Contractor without the express prior written approval of the District, which approval may be withheld in the sole discretion of the District.

6. **PUBLIC RECORDS** -In addition to any other right or termination that the DISTRICT possesses, the DISTRICT shall have the right to unilaterally cancel the Contract for refusal by Contractor or any subcontractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. and made or received by the Contractor in conjunction with the Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, 877-276-0889; 561-571-0013 (fax); adamsc@whhassociates.com; 2300 Glades Road, Suite 410W, Boca Raton, Florida, 33431

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

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

8. Unless a contract between the Contractor and any subcontractor provides otherwise, the provisions of Section 287.0585, F.S. shall apply as to late payments by the Contractor to



subcontractors.

9. The Contractor shall pay all subcontractors, sub-subcontractors, materialmen and suppliers in accordance with the provisions of Section 255.001, F.S. The Contractor shall ensure that all subcontractors shall provide written waivers and releases of lien.

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

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

12. Term; Termination

(a) This Agreement shall be for a term of three (3) years commencing on January 1, 2023 and ending on December 31, 2025, unless terminated as provided in Subsections (b), (c) or (d) of this Section.

(b) The Contractor may terminate this Agreement with or without cause by providing the District with sixty (60) days' prior written notice of termination.

(c) The District reserves the right to terminate this Agreement if any of the Services are not performed in a satisfactory manner as determined in the sole and absolute discretion of the District, and the Contractor has failed to cure any such default within seven (7) calendar days after receiving written notice thereof from the District.

(d) In addition to any other right of termination possessed by the District, the District reserves the right to terminate this Agreement in the District's sole and absolute discretion, with or without cause in accordance with this provision in whole, or from time to time in part, whenever the District shall determine that such termination is necessary. Any such termination shall be effected by delivery to the Contractor of a notice of termination, and the date upon which such termination becomes effective. In the event of termination without cause, the date of termination shall be at least thirty (30) calendar days from date of delivery of written notice to the Contractor. Upon receipt of a notice of termination under this subsection, and except as otherwise directed, the Contractor shall:

- (i) Stop all Services on the date and to the extent specified in the notice of termination.
- (ii) Place no further orders or subcontract for materials, services, facilities.
- (iii) Terminate all orders and subcontracts.
- (iv) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts.
- (v) Deliver to the District waivers and releases of liens and/or satisfaction of liens, for all labor, materials and supplies provided prior to the effective date of the notice of termination.

(e) After receipt of a notice of termination, the Contractor shall submit to the District its termination claim, in satisfactory form, for such part of the Services performed up to and including the

effective date of termination. Such claim shall be submitted promptly, but no later than one (1) month from the effective date of termination unless one or more extensions in writing are granted by the District. No claim will be allowed for any expense incurred by the Contractor after the effective date of the notice of termination. If the Contractor fails to submit his termination claim within the time allowed (subject to any extensions), the Contractor shall be deemed to waive any right to any further compensation.

(f) The Contractor and the District may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination of the performance of the Services pursuant to this section; PROVIDED HOWEVER, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the Compensation set out in Paragraph 3 of this Agreement, as amended, accordingly and the Contractor shall be paid the agreed amount.

13. Notices

All notices required or desired to be given under this Agreement shall be in writing and either: (a) hand-delivered, (b) sent by certified mail, return receipt requested, or (c) sent via electronic mail, so long as notice is also provided through either method (a) or (b) as herein described. All notices shall be addressed to the party being notified as provided below or to any other address hereafter designated by any of the parties, from time to time, in writing and otherwise in the manner set forth herein for giving notice, and shall be deemed to have been given (w) when delivered, if by hand delivery, (x) when received after deposit in a U.S. Post Office or official letter box, if sent by certified mail, or (z) upon confirmation of receipt by sender if sent via electronic mail.

If to the Contractor:
Fiddler's Creek Foundation, Inc.
8156 Fiddler's Creek Parkway
Naples, FL 34114
Tel: (239) 732-9400
Fax: (239) 732-9402
Attn: Ron Albeit, General Manager
Email: aalbeitn@fiddlerscreek.com
With a copy to: Joseph L. Parisi, President
Email: parisij@gulfbay.com

If to the District:
Fiddler's Creek Community Development District 2
C/o Wrathell, Hunt and Associates, LLC,
9220 Bonita Beach Road, Suite 214
Bonita Springs, FL 34135
Tel: (239) 498-9020; (239) 989-2939 (M)
Fax: (561) 571-0013
Attn: Chuck Adams, District Manager

With a copy to:
Anthony P. Pires, Esq.
3200 North Tamiami Trail, Suite 200
Naples, FL 34103
Tel: (239) 649-6555
Fax: (239) 849-7342

[The Remainder of this Page Is Intentionally Left Blank.]

[Signatures Appear on Following Page.]



IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

ATTEST:

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

[Signature]

Secretary

By: [Signature]

Print Name: Cleo Adams

Its: District Manager

Witness [Signature]

Print Name Tom J. Bell

**FIDDLER'S CREEK FOUNDATION, INC., a
Florida not-for-profit corporation**

Witness [Signature]

Print Name [Signature]

By: [Signature]

Joseph L. Parisi, as President
and not individually

Witness [Signature]

Print Name Ann A. Hawk

[The Remainder of this Page is Intentionally Left Blank.]

ADDEDNUM TO SERVICE AGREEMENT

E-VERIFY

CONTRACTOR shall comply with all applicable requirements of Section 448.095, Florida Statutes. CONTRACTOR shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If CONTRACTOR enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide CONTRACTOR with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If CONTRACTOR has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then CONTRACTOR shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of CONTRACTOR knowingly violated Section 448.095, Florida Statutes, but CONTRACTOR otherwise complied with its obligations hereunder, District shall promptly notify the CONTRACTOR and upon said notification, CONTRACTOR shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that CONTRACTOR knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

By entering into this Agreement, CONTRACTOR represents that no public employer has terminated a contract with CONTRACTOR under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with CONTRACTOR.



EXHIBIT "A"
District Irrigation System

[Attached]

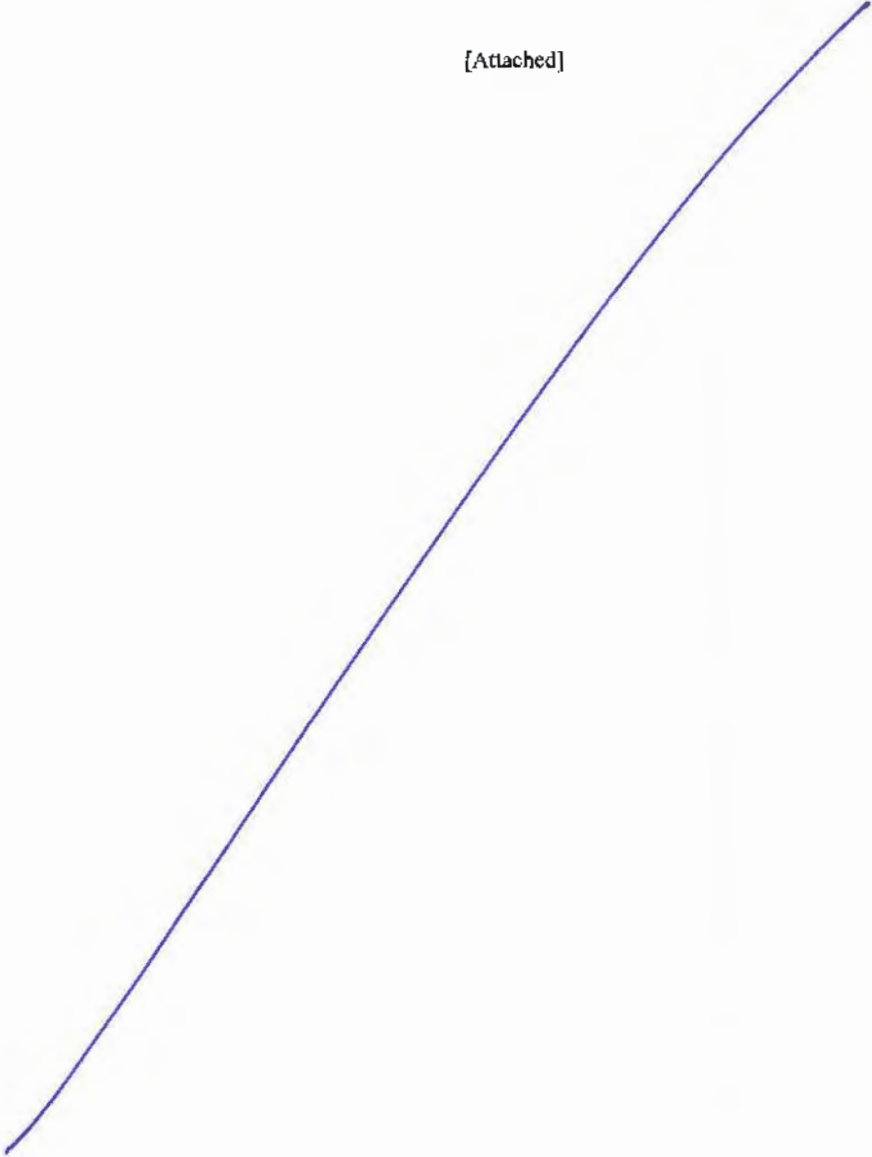


EXHIBIT "B"

The Services
The District Irrigation System

- Daily monitoring of communication to the Controllers from central computer.
- Daily monitoring to ensure that all components in each of the Controllers within the District Irrigation System are operating properly.
- Adjusting programs and adding irrigation programs into central computer as needed.
- Troubleshooting central computer and the Controllers as needed.
- Minor Repairs:
 - References to "minor repairs" in this Exhibit "B" shall be mean repairs where costs of materials, equipment or components are not in excess of \$1,500.00 per satellite field controller or other components. As needed and required, in the reasonable judgment of the Irrigation Manager, making necessary minor repairs and adjustments to maintain the central computer and the Controllers within the District Irrigation System in good and proper working order and condition.
 - If materials, equipment or components are available and if appropriate, in the reasonable judgment of the Irrigation Manger, making minor repairs to other components of the District Irrigation System in the field.
 - The actual costs of materials, equipment and components used in such minor repairs will be billed to the District and all proper invoices therefor will be payable by the District within thirty (30) days of issuance.
- Reporting non-functioning components (other than components repaired by the Irrigation Manager) to the District
- Preparing and submitting reports to the District on status of the District Irrigation System on a monthly basis.
- Conducting a visual inspection of properties and water usage of pumps on a daily basis.
- Conducting an inventory of parts, supplies and equipment for irrigation systems as needed.
- Conducting quarterly(4/yr) inspections of all Controllers within the District Irrigation System.
- Providing a detailed report on condition of all software, hardware, mechanical parts and equipment within the District Irrigation System prior to first anniversary date of the Agreement.



- Communicating with the District regarding the status of the District Irrigation System as needed.
- Complying with all applicable state, local, and District water restrictions and water permitting usage.
- Interpreting irrigation plans and locating irrigation isolation valves, Controllers and wiring, and updating the description of the District Irrigation System as needed
- Updating the description of the components and equipment comprising the District Irrigation System as soon as possible upon replacement, change outs, upgrades, or new installations, new components or new equipment; and delivering a copy of same to the District. Said updated written description, upon delivery to and approval by the District, shall be deemed to be appended to the Services Agreement as a revised Exhibit "A", description of the District Irrigation System.
- Training Safety Department staff in emergency responses (such as turning vales off and/or water sources) to irrigation breaks and malfunctions for immediate action when needed.
- Immediate notification to the District of emergencies, including but not limited to irrigation breaks and malfunctions, to the emergency response contact provided by the District, followed by written reports to the District.
- Immediate notification to the other governmental agencies, if required by law, rule, statute or regulation, of emergencies, including but not limited to irrigation breaks and malfunctions, followed by written reports to the District.
- Immediate notification to affected users of the District Irrigation System, of emergencies, including but not limited to irrigation breaks and malfunctions, followed by written reports to the District.



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

10



Mark FitzGerald
Bank United, N.A
600 N Federal Highway
Boca Raton, FL 33432

Date: September 2023

To: Craig Wrathell
CC: Wrathell, Hunt & Associates, LLC. Government ICS Deposit Program.

This letter is to confirm that BankUnited is an approved and active member of the Certificate of Qualified Public Depository.

We are currently offering a **starting rate of 4.50% on our ICS Money Market Product** which is FDIC insured up to **\$150,000,000 (Million)** versus the regular banks business Money Market of **\$250,000 (Thousand)** FDIC coverage per EIN number.

The rate is based on the Federal Funds Rate currently 5.5% - 100 Basis Points = 4.50%.

The above-mentioned rate is not based on a minimum balance requirement.

As a preferred ICS Bank my team and I monitor the ICS relationships monthly and if rates go up, which they have been doing we will automatically adjust your rates accordingly to always give the best service.

Fed Funds Rate

	This Week	Year Ago
Fed Funds Rate (Current target rate 5.25-5.50)	5.5	2.5

3 days ago

Any additional questions, please do not hesitate to ask.

Sincerely,

Mark FitzGerald, V.P Business Relationship Manager.
mfitzgerald@bankunited.com
561-906-3754

SERVING OUR CLIENTS WITH STRENGTH AND STABILITY



A strong and stable financial track record is the foundation that sets BankUnited apart from many financial institutions.

Our commitment to our clients means we deliver products and services at a competitive price backed by personalized service.

We develop strong relationships with our clients to help them achieve their financial goals. At BankUnited, you'll find big bank services coupled with neighborhood bank care.

WHY OUR CLIENTS CHOOSE US

- ✓ One of the largest financial institutions headquartered in Florida
- ✓ Local decision-making
- ✓ Sound credit quality
- ✓ Solid balance sheet
- ✓ Committed to our clients

CREDIT RATINGS (Third Party Ratings)

P-1	Moody's Short Term Deposit
A2	Moody's Long Term Deposit
Baa2	Moody's Issuer Rating
F2	Fitch Short Term Deposit
BBB+	Fitch Long Term Deposit
K1	Kroll Short Term Deposit
A	Kroll Long Term Deposit

America's Most Trustworthy Companies in America (Banking), *Newsweek*, April 2023

#2 Bank Reputation Ranking by Customers, *American Banker*, November 2022

★★★★★ Superior Rating from *BauerFinancial* consecutively since its inception

Financial Highlights as of June 30, 2023 BankUnited, N.A.

\$35.9
BILLION
in Total Assets

\$25.8
BILLION
in Total Deposits

\$24.6
BILLION
in Total Loans

53
BRANCHES
in Florida

4
BANKING
CENTERS
in New York

1
BRANCH
in Texas

Robust Capital Base

8.8%
Tier-1 Leverage
Ratio

13.6%
Total
Risk-Based
Capital Ratio

13.0%
Common Equity
Tier 1
Capital Ratio

STRONG LIQUIDITY POSITION

- > Same day available liquidity of \$14.7 billion as of June 30
- > Available liquidity to uninsured, uncollateralized deposits ratio of 167% as of June 30

66% of our deposit base is insured or collateralized as of June 30

\$25 billion in prudently underwritten and well-diversified loans

High-Quality Commercial Real Estate portfolio; no non-performing loans¹

- > Commercial Real Estate loans is 23% of our total loans

¹ Excludes \$14 million in non-accrual guaranteed SBA loans.

Safety, Returns, and Peace of Mind: Access up to \$150 Million Dollars in FDIC insurance

ICS®, the IntraFi Cash ServiceSM, and CDARS®, the IntraFi Certificate of Deposit Account Registry Service® are smart, secure, convenient ways to keep large-dollar deposits safe. You can access multi-million-dollar FDIC insurance at network banks through your BankUnited relationship, all while keeping your funds safe and secure.

How do ICS and CDARS work?

When we place your organization's deposit through the ICS or CDARS service, your money is divided into amounts under the standard FDIC insurance maximum of \$250,000 and is placed in deposit accounts at multiple FDIC-insured banks. This makes your deposit eligible for FDIC insurance with each member bank. Use of these services makes it possible for you to gain access to up to \$150 million dollars of FDIC insurance. As a result, you can access coverage from many institutions while working directly with BankUnited as a single point of contact.

Want to learn more? Call me today.

Mark FitzGerald

V.P S.R Business Relationship Manager

561-906-3754

mfitzgerald@bankunited.com

With ICS and CDARS, you can:



Enjoy Peace of Mind – With access to multi-million-dollar FDIC coverage through both services, your funds are eligible for protection that is backed by the full faith and credit of the federal government.



Save Time – You can forego the need to track collateral on an ongoing basis, open accounts under different insurable capacities, or to manage multiple bank relationships. This means you can spend more time accomplishing your financial goals.



Access Funds – When funds are placed through the ICS service, you may make unlimited program withdrawals. Funds placed through the CDARS service offer multiple maturities to help meet your liquidity needs.



STATE OF FLORIDA
Office of the Chief Financial Officer
Division of Treasury
Bureau of Collateral Management

CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT

This is to certify that

BANKUNITED, N.A.
14817 OAK LANE
MIAMI LAKES, FLORIDA 33016

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(13), Florida Statutes.

Given under my hand this 29th day of February, 2012.

A handwritten signature in black ink, appearing to read "Jeff Stewart", written over a horizontal line.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

Smart Saving with ICSSM

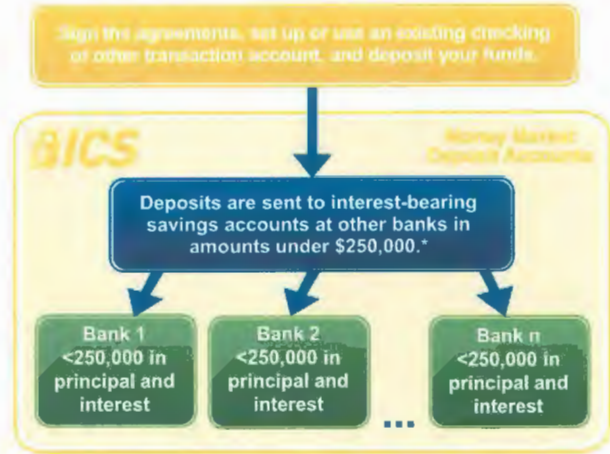
What is ICS?



Through ICSSM, the Insured Cash SweepSM service, you can:

- **Earn interest.** Put excess cash balances to work in savings accounts (money market deposit accounts).
- **Enjoy peace of mind.** ICS funds are eligible for multi-million-dollar FDIC insurance that's backed by the full faith and credit of the United States government.
- **Access funds.** Enjoy daily liquidity in your linked transaction account; replenish the account by withdrawing ICS funds up to six times per month.

How does ICS work?



* The standard FDIC insurance maximum is \$250,000 per insured capacity, per bank.

Work directly with just us – an institution you already know and trust – to receive coverage from many, and know that your confidential information remains protected.

How does ICS compare to other alternatives?

Product	Issue	ICS Solution
Noninterest-bearing checking accounts	Are eligible for unlimited FDIC coverage through 2012 under the Dodd-Frank Act, but do not earn interest.	<p>You do not have to choose between earning a return and enjoying peace of mind – with ICS, you can do both.</p> <p>And, by offering access to FDIC insurance, ICS can help you avoid the hassles associated with managing multiple bank relationships or the need to track collateral on an ongoing basis (if you are accustomed to doing so).</p>
Interest-bearing checking accounts	Earn interest, but funds are insured only up to \$250,000 per insured capacity, per bank.	
Repurchase sweeps	May earn interest, but the yield can be very low; the process carries administrative tracking burdens, and the investment is not backed by FDIC insurance.	
Collateralized deposits	Administrative tracking problem can be more onerous than with repo sweeps.	
Money market mutual funds	Earn interest, but the yield may be very low, and the investment is not backed by the full faith and credit of the federal government.	



Member FDIC

Placement of your funds through the ICS service is subject to the terms, conditions, and disclosures set forth in the agreements, including the ICS Deposit Placement Agreement, that you enter into with us. Limits and customer eligibility criteria apply. Program withdrawals are limited to six per month. ICS and Insured Cash Sweep are service marks of Promontory Interfinancial Network, LLC.



August 21, 2023

Chesley "Chuck" E. Adams, Jr.
Director of Operations
Wrathell, Hunt and Associates, LLC

RE: Wrathell, Hunt and Associates, LLC Government Deposit Program

Synovus Bank would like to thank you for the opportunity to work with government customers under your direct management to create a deposits program specifically for customers of Wrathell, Hunt and Associates (WHA). We understand how important it is to choose the right partner for banking services and that partner being fully prepared to *exceed your expectations*. With over \$62 billion in assets, Synovus Bank is ranked among the top 50 banks by the Federal Reserve Board. Synovus is a publicly traded company (Synovus Financial Corp. NYSE: SNV), and member of the Federal Reserve System with an extremely diverse and deep leadership team. Our humble beginnings date back to 1888. 135 years later, we have grown to 250+ branches in five states; yet we continue our culture of being a "Community Bank". Synovus Bank has the capabilities of Wall Street but the mindset of "Main Street". Banking is relationships with our clients and communities in which we serve; this is what sets Synovus Bank apart from our competition. Our success has led to accolades such as being honored as one of the Best Banks in America, by Forbes. We do not take our customer obligations lightly. We have a history of providing excellent customer service to our clients. We have a team of dedicated government professionals ready to assist in this endeavor and any others your customers may have.

As previously outlined, the WHA program would include the following:

- Customer would be confirmed by WHA as District Manager,
- State, County, and Municipal (SCM) Money Market account would be opened in the name of the District with the District's TIN. Each account will include FDIC on the first \$250,000 and will be collateralized as defined in Chapter 280, Florida Statutes,
- Interest would be posted monthly and compounded,
- Minimum amount of initial deposit for each account would be \$500,000,
- For account with balances equal to or greater than \$500,000, the interest rate would be indexed to the Federal Funds Rate minus 75 basis points. For informational purposes, that rate of this date would be 4.75 percent. For balances that decline to levels between \$200,000 and \$499,999, the rate would be indexed the Federal Funds Rate minus 100 basis points. For balances below \$200,000 the rate would be managed by the Bank with an initial rate of 3.50 percent.
- Account balance measurements will be taken the first day of each month and when action is taken by the Federal Open Markets Committee.

Synovus Bank appreciates the opportunity and looks forward to your favorable response. If you should have any questions or need additional information, please do not hesitate to contact either of us at the numbers below.

Respectfully,

Andy LaFear
Government Solutions - Relationship Manager
7768 Ozark Drive, Suite 100
Jacksonville, FL 32256
904-347-7068
andylafear@synovus.com

Jim Mitchell, Senior director
Government Solutions
2325 Vanderbilt Beach Road
Naples, FL 34109
(239) 552-1819
jimmitchell@synovus.com

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

**UNAUDITED
FINANCIAL
STATEMENTS**

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

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

	General	Debt Service Series 2004	Debt Service Series 2005	Debt Service Series 2014-1A	Debt Service Series 2014-1B	Debt Service Series 2014-2A	Debt Service Series 2014-2B	Debt Service Series 2014-3	Debt Service Series 2015A-1	Debt Service Series 2015A-2	Debt Service Series 2015B	Debt Service Series 2019	Capital Projects Series 2014-2	Capital Projects Series 2015A-1	Total Governmental Funds
ASSETS															
Cash	\$ 2,832,908	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,832,908
Investments															
Revenue A	-	150,607	189,702	95	-	226	-	97,876	287,782	92,538	-	657,065	-	-	1,475,891
Revenue B	-	-	-	-	202,871	-	215,685	-	-	-	31	-	-	-	418,587
Reserve A	-	54,125	54,125	-	-	-	-	108,233	117,449	39,222	-	156,720	-	-	529,874
Reserve B	-	-	-	-	133,927	-	133,927	-	-	-	200,067	-	-	-	467,921
Prepayment A	-	759	27,102	570	-	4,618	-	27,350	3,816	3,725	-	917	-	-	68,857
Prepayment B	-	-	-	-	383	-	4,138	-	-	-	4,832	-	-	-	9,353
Interest	-	4	-	-	-	-	-	-	-	-	-	-	-	-	4
Construction	-	-	-	-	-	-	-	-	-	-	-	-	60,270	279,530	339,800
Sinking	-	-	-	-	473	-	554	-	-	-	-	-	-	-	1,027
Optional redemption	-	-	-	-	-	-	-	74	-	-	-	-	-	-	74
COI	-	-	-	-	14	-	14	-	-	-	-	18	-	-	46
Due from other funds															
Debt service fund series 2004	-	-	25,559	-	-	-	-	-	-	-	-	-	-	-	25,559
Debt service fund series 2014-1A	321	-	-	-	-	-	-	-	-	-	-	-	-	-	321
Debt service fund series 2014-2A	1,974	-	-	-	-	-	2,524	-	-	-	-	-	-	-	4,498
Debt service fund series 2014-3	-	-	-	192,581	-	367,575	-	-	-	-	63,593	-	-	-	623,749
Due from other	8	-	-	-	-	-	-	-	-	-	-	-	-	-	8
Due from FCC Aviamar	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Due from GB Hidden Cove	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Due from FC Oyster Harbor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Due from general fund	-	440	2,448	-	4,881	-	5,429	2,334	3,091	1,019	-	16,154	-	-	35,796
Accounts receivable	3,116	-	-	-	-	-	-	-	-	-	-	-	-	-	3,116
Undeposited funds	-	-	-	-	-	-	-	-	-	-	54,314	-	-	-	54,314
Total assets	\$ 2,838,327	\$ 205,935	\$ 298,936	\$ 193,246	\$ 342,549	\$ 372,419	\$ 362,271	\$ 235,867	\$ 412,138	\$ 136,504	\$ 268,523	\$ 885,188	\$ 60,270	\$ 279,530	\$ 6,891,703
LIABILITIES AND FUND BALANCES															
Liabilities															
Accounts payable	\$ 6,197	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,197
Due to other	-	-	-	-	-	-	-	897	-	-	-	-	-	-	897
Due to other funds															
Debt service fund series 2004	440	-	-	-	-	-	-	-	-	-	-	-	-	-	440
Debt service fund series 2005	2,448	25,559	-	-	-	-	-	-	-	-	-	-	-	-	28,007
Debt service fund series 2014-1B	4,881	-	-	-	-	-	-	192,581	-	-	-	-	-	-	197,462
Debt service fund series 2014-2B	5,429	-	-	-	-	2,524	-	367,575	-	-	-	-	-	-	375,528
Debt service fund series 2014-3	2,334	-	-	-	-	-	-	-	-	-	-	-	-	-	2,334
Debt service fund series 2015A-1	3,091	-	-	-	-	-	-	-	-	-	-	-	-	-	3,091
Debt service fund series 2015A-2	1,019	-	-	-	-	-	-	63,594	-	-	-	-	-	-	64,613
Debt service fund series 2019	16,154	-	-	-	-	-	-	-	-	-	-	-	-	-	16,154
Due to general fund	-	-	-	321	-	1,974	-	-	-	-	-	-	-	-	2,295
Total liabilities	41,993	25,559	-	321	-	4,498	-	624,647	-	-	-	-	-	-	697,018
Fund balances:															
Restricted for:															
Debt service	-	180,376	298,936	192,925	342,549	367,921	362,271	(388,780)	412,138	136,504	268,523	885,188	-	-	3,058,551
Capital projects	-	-	-	-	-	-	-	-	-	-	-	-	60,270	279,530	339,800
Unassigned	2,796,334	-	-	-	-	-	-	-	-	-	-	-	-	-	2,796,334
Total fund balances	2,796,334	180,376	298,936	192,925	342,549	367,921	362,271	(388,780)	412,138	136,504	268,523	885,188	60,270	279,530	6,194,685
Total liabilities, deferred inflows of resources and fund balances	\$ 2,838,327	\$ 205,935	\$ 298,936	\$ 193,246	\$ 342,549	\$ 372,419	\$ 362,271	\$ 235,867	\$ 412,138	\$ 136,504	\$ 268,523	\$ 885,188	\$ 60,270	\$ 279,530	\$ 6,891,703

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 2,484,669	\$2,459,310	101%
Settlements Taylor	-	72,883	-	N/A
Halvorsen Signal Contribution	-	50,000		
Interest & miscellaneous	24	35,751	7,500	477%
Total revenues	<u>24</u>	<u>2,643,303</u>	<u>2,466,810</u>	107%
EXPENDITURES				
Administrative				
Supervisors	1,076	10,765	14,369	75%
Management	7,055	77,607	84,662	92%
Assessment roll preparation	-	22,500	22,500	100%
Audit	-	18,000	16,500	109%
Legal - general	2,965	15,303	25,000	61%
Legal - litigation	1,147	10,408	-	N/A
Engineering	3,026	44,260	50,000	89%
Telephone	27	297	335	89%
Postage	172	2,206	2,000	110%
Insurance	-	15,820	15,200	104%
Printing and binding	50	545	595	92%
Legal advertising	280	2,800	2,000	140%
Office supplies	-	284	750	38%
Annual district filing fee	-	175	175	100%
Trustee	10,500	31,640	31,500	100%
Arbitrage rebate calculation	-	2,000	8,000	25%
ADA website compliance	-	210	900	23%
Contingency	122	7,733	10,000	77%
Total administrative	<u>26,420</u>	<u>262,553</u>	<u>284,486</u>	92%
Field management				
Field management services	952	10,472	11,424	92%
Total field management	<u>952</u>	<u>10,472</u>	<u>11,424</u>	92%
Water management				
Other contractual	6,198	68,172	126,712	54%
Fountains	13,642	218,103	167,500	130%
Total water management	<u>19,840</u>	<u>286,275</u>	<u>294,212</u>	97%
Street lighting				
Contractual services	790	15,323	15,000	102%
Electricity	732	8,275	10,000	83%
Capital outlay	-	5,200	10,000	52%
Hurricane clean-up	-	5,200	-	N/A
Miscellaneous	-	7,806	10,000	78%
Total street lighting	<u>1,522</u>	<u>41,804</u>	<u>45,000</u>	93%

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

	Current Month	Year to Date	Budget	% of Budget
Landscaping				
Other contractual	60,304	726,808	1,000,000	73%
Other contractual-mosquito spraying	-	2,065	23,000	9%
Improvements and renovations	37,785	92,628	50,000	185%
Contingencies	-	2,480	25,000	10%
Total landscaping	<u>98,089</u>	<u>823,981</u>	<u>1,098,000</u>	75%
Roadway maintenance				
Contractual services (street cleaning)	350	3,850	5,000	77%
Roadway maintenance	(1,687)	80,823	100,000	81%
Roadway capital outlay	-	-	35,000	0%
Total roadway services	<u>(1,337)</u>	<u>84,673</u>	<u>140,000</u>	60%
Irrigation				
Controller repairs & maintenance	1,433	2,179	2,000	109%
Other contractual-irrigation manager	(1,052)	51,875	50,000	104%
Supply system	14,372	131,985	452,025	29%
Capital outlay	-	166,495	-	N/A
Total irrigation	<u>14,753</u>	<u>352,534</u>	<u>504,025</u>	70%
Other fees & charges				
Property appraiser	-	10,583	38,427	28%
Tax collector	-	49,661	51,236	97%
Total other fees & charges	<u>-</u>	<u>60,244</u>	<u>89,663</u>	67%
Total expenditures and other charges	<u>160,239</u>	<u>1,922,536</u>	<u>2,466,810</u>	78%
Excess/(deficiency) of revenues over/(under) expenditures	(160,215)	720,767	-	
Fund balances - beginning	<u>2,956,549</u>	<u>2,075,567</u>	<u>1,566,768</u>	
Fund balances - ending	<u>\$ 2,796,334</u>	<u>\$ 2,796,334</u>	<u>\$ 1,566,768</u>	

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 33,927	\$ 33,600	101%
Interest	832	7,125	-	N/A
Total revenues	<u>832</u>	<u>41,052</u>	<u>33,600</u>	122%
EXPENDITURES				
Debt service				
Principal	-	10,000	10,000	100%
Interest	-	15,525	15,525	100%
Total debt service	<u>-</u>	<u>25,525</u>	<u>25,525</u>	100%
Other fees & charges				
Property appraiser	-	-	525	0%
Tax collector	-	679	700	97%
Total other fees & charges	<u>-</u>	<u>679</u>	<u>1,225</u>	55%
Total expenditures	<u>-</u>	<u>26,204</u>	<u>26,750</u>	98%
Excess/(deficiency) of revenues over/(under) expenditures	832	14,848	6,850	
Fund balances - beginning	179,544	165,528	164,071	
Fund balances - ending	<u>\$ 180,376</u>	<u>\$ 180,376</u>	<u>\$ 170,921</u>	

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 188,720	\$ 190,160	99%
Prepayment assessments	-	82,784	-	N/A
Interest	1,096	10,518	-	N/A
Total revenues	<u>1,096</u>	<u>282,022</u>	<u>190,160</u>	148%
EXPENDITURES				
Debt service				
Principal	-	70,000	70,000	100%
Principal prepayment	-	90,000	-	N/A
Interest	-	106,800	107,700	99%
Total debt service	<u>-</u>	<u>266,800</u>	<u>177,700</u>	150%
Other fees & charges				
Property appraiser	-	-	2,971	0%
Tax collector	-	3,772	3,962	95%
Total other fees & charges	<u>-</u>	<u>3,772</u>	<u>6,933</u>	54%
Total expenditures	<u>-</u>	<u>270,572</u>	<u>184,633</u>	147%
Excess/(deficiency) of revenues over/(under) expenditures	1,096	11,450	5,527	
Fund balances - beginning	297,840	287,486	258,437	
Fund balances - ending	<u>\$ 298,936</u>	<u>\$ 298,936</u>	<u>\$ 263,964</u>	

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 280,162	\$ 280,163	100%
Interest	3	116	-	N/A
Total revenues	<u>3</u>	<u>280,278</u>	<u>280,163</u>	100%
EXPENDITURES				
Debt service				
Principal	-	105,000	105,000	100%
Interest	-	175,163	175,163	100%
Total expenditures	<u>-</u>	<u>280,163</u>	<u>280,163</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	3	115	-	
OTHER FINANCING SOURCES/(USES)				
Transfer in	-	192,581	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>192,581</u>	<u>-</u>	N/A
Net change in fund balances	3	192,696	-	
Fund balances - beginning	192,922	229	227	
Fund balances - ending	<u>\$ 192,925</u>	<u>\$ 192,925</u>	<u>\$ 227</u>	

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

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 376,183	\$ 372,345	101%
Interest	1,367	12,740	-	N/A
Total revenues	<u>1,367</u>	<u>388,923</u>	<u>372,345</u>	104%
EXPENDITURES				
Debt service				
Principal	-	135,000	135,000	100%
Interest	-	224,775	224,775	100%
Total debt service	<u>-</u>	<u>359,775</u>	<u>359,775</u>	100%
Other fees & charges				
Property appraiser	-	-	5,818	0%
Tax collector	-	7,519	7,757	97%
Total other fees & charges	<u>-</u>	<u>7,519</u>	<u>13,575</u>	55%
Total expenditures	<u>-</u>	<u>367,294</u>	<u>373,350</u>	98%
Excess/(deficiency) of revenues over/(under) expenditures	1,367	21,629	(1,005)	
Fund balances - beginning	341,182	320,920	311,162	
Fund balances - ending	<u>\$ 342,549</u>	<u>\$ 342,549</u>	<u>\$ 310,157</u>	

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

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 537,824	\$ 538,500	100%
Interest	20	542	-	N/A
Total revenues	<u>20</u>	<u>538,366</u>	<u>538,500</u>	100%
EXPENDITURES				
Debt service				
Principal	-	210,000	210,000	100%
Principal prepayment	-	20,000	-	N/A
Interest	-	327,900	328,500	100%
Total expenditures	<u>-</u>	<u>557,900</u>	<u>538,500</u>	104%
Excess/(deficiency) of revenues over/(under) expenditures	20	(19,534)	-	
OTHER FINANCING SOURCES/(USES)				
Transfer in	-	367,575	-	N/A
Transfer out	-	(169)	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>367,406</u>	<u>-</u>	N/A
Net change in fund balances	20	347,872	-	
Fund balances - beginning	367,901	20,049	(1,690)	
Fund balances - ending	<u>\$ 367,921</u>	<u>\$ 367,921</u>	<u>\$ (1,690)</u>	

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

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 418,447	\$ 416,404	100%
Interest	1,435	13,487	-	N/A
Total revenues	<u>1,435</u>	<u>431,934</u>	<u>416,404</u>	104%
EXPENDITURES				
Debt service				
Principal	-	155,000	155,000	100%
Interest	-	246,000	246,000	100%
Total debt service	<u>-</u>	<u>401,000</u>	<u>401,000</u>	100%
Other fees & charges				
Property appraiser	-	-	6,506	0%
Tax collector	-	8,363	8,675	96%
Total other fees & charges	<u>-</u>	<u>8,363</u>	<u>15,181</u>	55%
Total expenditures	<u>-</u>	<u>409,363</u>	<u>416,181</u>	98%
Excess/(deficiency) of revenues over/(under) expenditures	1,435	22,571	223	
Fund balances - beginning	360,836	339,700	337,365	
Fund balances - ending	<u>\$ 362,271</u>	<u>\$ 362,271</u>	<u>\$ 337,588</u>	

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

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 179,911	\$ 178,074	101%
Assessment levy: off-roll	-	571,359	536,918	106%
Assessment prepayments	23,768	23,768	-	N/A
Interest	848	6,952	-	N/A
Total revenues	<u>24,616</u>	<u>781,990</u>	<u>714,992</u>	109%
EXPENDITURES				
Debt service				
Principal	-	275,000	275,000	100%
Interest	-	428,700	428,700	100%
Total debt service	<u>-</u>	<u>703,700</u>	<u>703,700</u>	100%
Other fees & charges				
Property appraiser	-	-	2,782	0%
Tax collector	-	3,597	3,710	97%
Total other fees & charges	<u>-</u>	<u>3,597</u>	<u>6,492</u>	55%
Total expenditures	<u>-</u>	<u>707,297</u>	<u>710,192</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	24,616	74,693	4,800	
OTHER FINANCING SOURCES/(USES)				
Transfer in	-	26,013	-	N/A
Transfer out	-	(623,750)	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>(597,737)</u>	<u>-</u>	N/A
Net change in fund balances	24,616	(523,044)	4,800	
Fund balances - beginning	(413,396)	134,264	134,931	
Fund balances - ending	<u>\$ (388,780)</u>	<u>\$ (388,780)</u>	<u>\$ 139,731</u>	

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 238,220	\$ 235,797	101%
Assessment prepayments	-	44,732	-	N/A
Interest	1,656	15,396	-	N/A
Total revenues	<u>1,656</u>	<u>298,348</u>	<u>235,797</u>	127%
EXPENDITURES				
Debt service				
Principal	-	60,000	60,000	100%
Principal prepayment	-	45,000	-	N/A
Interest	-	167,200	167,200	100%
Total debt service	<u>-</u>	<u>272,200</u>	<u>227,200</u>	120%
Other fees & charges				
Property appraiser	-	-	3,684	0%
Tax collector	-	4,760	4,912	97%
Total other fees & charges	<u>-</u>	<u>4,760</u>	<u>8,596</u>	55%
Total expenditures	<u>-</u>	<u>276,960</u>	<u>235,796</u>	117%
Excess/(deficiency) of revenues over/(under) expenditures	1,656	21,388	1	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(26,013)	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>(26,013)</u>	<u>-</u>	N/A
Net change in fund balances	1,656	(4,625)	1	
Fund balances - beginning	410,482	416,763	429,508	
Fund balances - ending	<u>\$ 412,138</u>	<u>\$ 412,138</u>	<u>\$ 429,509</u>	

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 78,551	\$ 77,734	101%
Assessment prepayments	-	11,789	-	N/A
Interest	530	4,916	-	N/A
Total revenues	<u>530</u>	<u>95,256</u>	<u>77,734</u>	123%
EXPENDITURES				
Debt service				
Principal	-	30,000	30,000	100%
Principal prepayment	-	10,000	-	N/A
Interest	-	44,900	44,900	100%
Total debt service	<u>-</u>	<u>84,900</u>	<u>74,900</u>	113%
Other fees & charges				
Property appraiser	-	-	1,215	0%
Tax collector	-	1,570	1,619	97%
Total other fees & charges	<u>-</u>	<u>1,570</u>	<u>2,834</u>	55%
Total expenditures	<u>-</u>	<u>86,470</u>	<u>77,734</u>	111%
Excess/(deficiency) of revenues over/(under) expenditures	530	8,786	-	
Fund balances - beginning	<u>135,974</u>	<u>127,718</u>	<u>130,982</u>	
Fund balances - ending	<u>\$ 136,504</u>	<u>\$ 136,504</u>	<u>\$ 130,982</u>	

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 127,188	\$ 127,188	100%
Interest	830	7,161	-	N/A
Total revenues	<u>830</u>	<u>134,349</u>	<u>127,188</u>	106%
EXPENDITURES				
Debt service				
Interest	-	127,188	127,188	100%
Total expenditures	<u>-</u>	<u>127,188</u>	<u>127,188</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	830	7,161	-	
OTHER FINANCING SOURCES/(USES)				
Transfer in	-	63,594	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>63,594</u>	<u>-</u>	N/A
Net change in fund balances	830	70,755	-	
Fund balances - beginning	267,693	197,768	199,878	
Fund balances - ending	<u>\$ 268,523</u>	<u>\$ 268,523</u>	<u>\$ 199,878</u>	

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 1,245,061	\$ 1,242,601	100%
Assessment prepayments	54,314	81,711	-	N/A
Interest	3,262	34,678	-	N/A
Total revenues	<u>57,576</u>	<u>1,361,450</u>	<u>1,242,601</u>	110%
EXPENDITURES				
Debt service				
Principal	-	675,000	680,000	99%
Principal prepayment	-	100,000	-	N/A
Interest	-	534,013	535,625	100%
Total debt service	<u>-</u>	<u>1,309,013</u>	<u>1,215,625</u>	108%
Other fees & charges				
Property appraiser	-	-	19,416	0%
Tax collector	-	24,884	25,888	96%
Total other fees & charges	<u>-</u>	<u>24,884</u>	<u>45,304</u>	55%
Total expenditures	<u>-</u>	<u>1,333,897</u>	<u>1,260,929</u>	106%
Excess/(deficiency) of revenues over/(under) expenditures	57,576	27,553	(18,328)	
Fund balances - beginning	<u>827,612</u>	<u>857,635</u>	<u>779,418</u>	
Fund balances - ending	<u>\$ 885,188</u>	<u>\$ 885,188</u>	<u>\$ 761,090</u>	

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

	<u>Current Month</u>	<u>Year to Date</u>
REVENUES		
Interest & miscellaneous	\$ 363	\$ 3,997
Total revenues	<u>363</u>	<u>3,997</u>
EXPENDITURES		
Capital outlay	<u>15,342</u>	<u>79,682</u>
Total expenditures	<u>15,342</u>	<u>79,682</u>
Excess/(deficiency) of revenues over/(under) expenditures	(14,979)	(75,685)
OTHER FINANCING SOURCES/(USES)		
Transfers in	<u>-</u>	<u>169</u>
Total other financing sources/(uses)	<u>-</u>	<u>169</u>
Net change in fund balances	(14,979)	(75,516)
Fund balances - beginning	<u>75,249</u>	<u>135,786</u>
Fund balances - ending	<u>\$ 60,270</u>	<u>\$ 60,270</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 AUGUST 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>
REVENUES		
Interest & miscellaneous	\$ 1,131	\$ 9,727
Total revenues	<u>1,131</u>	<u>9,727</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,131	9,727
Fund balances - beginning	<u>278,399</u>	<u>269,803</u>
Fund balances - ending	<u><u>\$ 279,530</u></u>	<u><u>\$ 279,530</u></u>

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

MINUTES

DRAFT

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

The Board of Supervisors of the Fiddler’s Creek Community Development District #2 held a Public Hearing and Regular Meeting on August 23, 2023 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present were:

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

Also present were:

- | | |
|-----------------|--|
| Chuck Adams | District Manager |
| Cleo Adams | District Manager |
| Tony Pires | District Counsel |
| Aaron Haak | Fiddler’s Creek Deputy General Counsel |
| Terry Cole | District Engineer |
| Joe Parisi | Developer’s Representative |
| Markus Rentzing | Foundation General Manager |
| Valerie Lord | Foundation Representative |
| Ryan Hennessey | Fiddler’s Creek Director of Community Services |
| Mike Barrow | GulfScapes Landscape Management |
| Andy Nott | Superior Waterway Services, Inc. |
| Nat Pappagallo | 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 (3 minutes per speaker)

No members of the public spoke.

Disclaimer: These minutes are a summary of the meeting and are intended to highlight the topics discussed, items considered and actions taken.

41

42 **THIRD ORDER OF BUSINESS**43 **Continued Discussion: Claim Against**
44 **Fiddler's Creek CDD #1 Regarding**
45 **Anticipatory Breach of Interlocal**
46 **Agreement [Traffic Signal Cost Sharing]**

47 Mr. Miller recalled that CDD #1 moved to dismiss the complaint filed by CDD #2 on the
48 grounds that CDD #1 has no liability until it is time to expend the funds for the traffic signal.
49 CDD #2 contested the claim and stated CDD #2 has a budget which includes this project and
50 CDD #1 needs to include it in their Fiscal Year 2023/2024 budget because the funds will need to
51 be expended. The court found in CDD #2's favor and CDD #1 has 20 days to respond. CDD #1's
52 response is due on August 28, 2023. At that time, CDD #2 will motion for a summary
53 judgement.

54 Ms. Viegas stated Mr. Reyes has fallen behind in billing again; the last bill received was
55 for work done in May. She asked Mr. Miller to remind Mr. Reyes to submit his bills in a timely
56 manner. Mr. Miller stated he will remind Mr. Reyes again.

57

58 **FOURTH ORDER OF BUSINESS**59 **Health, Safety and Environment Report**

60 Mr. Miller requested that "Foundation" be inserted before "Contracted" in the report.

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

62 ➤ Tree Canopy Trimming: It is a quiet time of year compared to spring and fall. The palm
63 trees at The Club & Spa were trimmed last month.

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

65 ➤ Irrigation: There was only one rain hold in July. Only 2.7" of rain fell versus the 9" usually
66 received. Approximately 60 million gallons of water were used in July versus 41 million gallons
67 used last July.

68 ➤ The Irrigation Manager monitored the daily downloads from the central computer to
69 the satellites and performed some repairs. Satellite 1-25 in Oyster Harbor required a new 16
70 station board, satellite 1-21 in Campanile needed a new Cat-5 cable, and Veneta's satellite 1-17
71 required replacement of a 3.2-amp fuse and holder.

72 Mr. Miller asked why water usage was so much higher this year compared to this time
73 last year. Mr. Hennessey stated there has been much less rainfall versus last July.

74 Mr. Miller asked Mr. Hennessey to include the prior year's total water usage in the
75 narrative, as it was previously included in his report.

76 ➤ Pressure Washing: Oyster Harbor was completed. Club Center Drive and Fiddler's Creek
77 Parkway are underway.

78 Mr. Miller asked why there were no yellow dots on the map to indicate scheduled
79 routes. Mr. Hennessey stated he noticed that as well; the focus was on routes completed and
80 the current month's progress. Scheduled routes will be included, going forward.

81 Ms. Viegas asked for the costs of the replacement items noted for the irrigation system.
82 Mr. Hennessey believed they were minor and were under the \$1,500 limit requiring Board
83 approval.

84 **B. Security and Safety Update**

85 ➤ Gate Access Control: The automated gatehouse number is 239-529-4139. Community
86 Patrol's number is 239-919-3705.

87 ➤ In an emergency, 911 should be called first, followed by the Community Patrol.

88 Mr. Hennessey reported the following:

89 ➤ Staff members check that the lights are working properly. Apparently, during the last
90 several weeks, the lights have remained on during the day. Bentley Electric has been made
91 aware; it is apparently a photocell issue.

92 Mrs. Adams believes the issue was resolved. Mr. Hennessey did not think so.

93 Mr. Miller found it interesting that occupancy increased in the first two weeks of July,
94 versus June, and then went down.

95 ➤ Occupancy Report: Occupancy was down 58% from February.

96 ➤ Gatehouses and Patrols: The Championship gatehouse has been closed since August 3,
97 2023. There have been no problems; security shuts everything down to construction at 6:00
98 p.m., nightly.

99 ➤ Gatehouse Activity: Gatehouse activity is down to about 46% of February's numbers.

100 ➤ Incidents: Overall, totals reflect little change in the community.

- 101 ➤ Speed Detection and Enforcement: Portable and fixed speed detection devices are in
102 use. In July, 18 violations were recorded; three were referred to the Fining Committee.
- 103 ➤ The Collier County Sheriff's Office (CCSO) statistics show that Sheriffs come into the
104 community; there have been no accidents and traffic stops are a deterrent.
- 105 ➤ Yesterday, a helicopter was searching for a domestic violence subject. The subject was
106 caught and never entered the community.
- 107 ➤ There were two more instances of youths wearing masks knocking on doors in the early
108 morning hours. The subjects were not caught. The Sheriff is investigating.
- 109 ➤ The Runaway Bay larceny is still an active investigation. There are three suspects in the
110 theft of \$100,000 worth of jewelry.

111 Ms. DiNardo stated some residents reported that the gate on Creative Lane to 41 has
112 been open and they noticed people entering the community. She noted that area is not
113 observed at all and stated, with incidents in the community, residents become more concerned
114 about being exposed to danger. She asked if anything can be done to make it safer.

115 Mr. Hennessey stated the gate is open during the day and closed at night. Mrs. Adams
116 stated the gate should only be open when contractors enter. Mr. Barrow stated he observed
117 that the gate on Creative Lane is locked; it is the gate on Fiddler's Creek Parkway that was
118 unlocked. Ms. DiNardo stated that is the gate residents are concerned about.

119 Mr. Parisi suggested the roving patrols include the unpaved road between Creative Lane
120 and Campanile. Mr. Hennessey stated the road will be patrolled.

121

122 FIFTH ORDER OF BUSINESS

Developer's Report/Update

123

124 Mr. Miller asked Mr. Parisi to discuss the Neighborhood Information Meeting (NIM) for
125 the new project on Auto Ranch Road.

126 Mr. Parisi reported the following:

- 127 ➤ The meeting was related to an amendment to the PUD (Planned Unit Development),
128 and changes to Section 29. The front entrance area, that is currently undeveloped, will include
129 both residential and commercial property. Section 29 is an area totally independent of Fiddler's
130 Creek; it is part of the Fiddler's Creek PUD, but not part of Fiddler's Creek proper. It is an area of

131 approximately 57 acres that will include 700 to 900 apartments; 20% will offer workforce
132 housing rates for police officers, firemen, teachers, nurses, etc., and the remaining units will be
133 rentals. Numerous processes must be followed, including receiving approval from the U.S. Fish
134 and Wildlife Service and Army Corps of Engineers, and holding two NIMs.

135 Ms. Viegas asked if the information at the September 6, 2023 meeting will be the same
136 as the July 2022 meeting. Mr. Parisi replied affirmatively. He believes some residents of the
137 community in front of Section 29 might have objections to blockage of their view; however,
138 views are not guaranteed. He stated staff already approved the project, so it will most likely be
139 approved.

140 ➤ Oyster Harbor and Dorado are still under development.

141 ➤ Golf course renovations and the Golf Clubhouse should be done in January or February
142 2024.

143 ➤ Championship Gatehouse: The team did a very good job installing signage and road
144 blockage, which assisted in the closure. Permitting issues were addressed so demolition and
145 construction should be underway. Completion is currently expected to be in the first or second
146 week of October; further scheduling updates will be provided.

147 ➤ Baseline Irrigation: Efforts are underway to retain and engage a Construction Manager
148 to oversee the project; several were interviewed last week.

149 Ms. DiNardo asked if homes that are not currently on the system will be included. Mr.
150 Parisi stated they need to be; the intent is to build a system that includes all homes.

151 Mr. Miller asked Mr. Parisi to address the other pending developments in the
152 community, such as the extension of Gator Grille, the pickleball courts, and the dog park.

153 ➤ The dog park is going through site development; the project is not yet out to bid. It is
154 hoped that the project will be completed before season.

155 ➤ Processes for Gator Grille, such as site development and design, are ongoing. That
156 project will likely not be done this season.

157 ➤ The gym renovation is behind schedule; certain equipment is delayed. The project
158 should be completed this summer. Notifications of gym closure and completion will be sent

159 when necessary. Winding Cypress offered to accommodate members when the gym is closed.
160 He will confirm and provide the details.

161 Ms. Viegas asked Mr. Parisi to confirm that the Developer will pay for the bond renewal
162 fees as discussed at the last meeting when he was absent. Mr. Parisi stated it depends on the
163 bonds in question; he has not seen any documentation. He asked Mr. Cole to re-send the
164 information, to his attention. Ms. Viegas believes the issue is punch list items that are not being
165 completed. Mr. Cole stated the bond will remain open until all sidewalks related to the 5U2
166 bond area are complete, which is partially in Dorado and partially in Aviamar. Mr. Parisi stated
167 he cannot do the sidewalks in Dorado, and he believes the sidewalks in Aviamar are complete.
168 He stated it is Mr. Cole's job to reduce the bonds. Mr. Cole stated the bonds were already
169 reduced as much as possible. Mr. Parisi asked Mr. Cole to send the information and he will look
170 at it.

171 Mr. Miller asked how far along Dorado construction has progressed. Mr. Parisi stated
172 construction does not begin until at least two of the four units of each building are sold. Sales
173 slowed down somewhat, due to interest rates, but summer is generally slow.

174 Ms. Viegas asked Mr. Parisi what percentage of the Irrigation Manager's salary is paid
175 for by CDD #2 since, based on her research, CDD #2 only accounts for a little more than 15% of
176 the gallons used. Mr. Parisi stated he will provide an accounting of irrigation expenditures and
177 advise. Ms. Viegas noted that CDD #2 is only charged 45% of the irrigation expenses and
178 questioned why the Irrigation Manager's salary is split half and half. Mr. Adams stated the
179 irrigation expenses percentage is based on rooftops; the Irrigation Manager Agreement
180 specified a 50/50 split to each CDD.

181 Ms. Viegas stated Mr. Pires believes the Agreement needs to be ratified, as Mrs. Adams
182 executed the agreement rather than the Chair or Vice Chair as was approved via motion by the
183 Board. Mr. Pires stated ratifying Mrs. Adams' signature will suffice.

184 Ms. Viegas voiced her belief that Exhibit A is meant to be continually updated and asked
185 if Mr. Benet is providing the reports listed each month. Mrs. Adams stated she does not receive
186 reports from Mr. Benet. Mr. Parisi will look into all the issues raised.

187

188 **SIXTH ORDER OF BUSINESS****Engineer's Report/Update: Hole Montes, a
Bowman Company**

189

190

191 Mr. Cole reported the following:

192 ➤ Traffic Signal Status: Trebilcock advised that the Notice of Intent the Florida Department
193 of Transportation (FDOT) promised to issue a few weeks after the last Board meeting has not
194 yet been issued. He will keep contacting them until it is received.

195 Mr. Miller noted that the CDD will receive its next payment from the Developer when
196 the permit is issued.

197 ➤ Pumphouse #2: Replacement equipment is due at the end of September. A demolition
198 permit to remove the roof is pending. The cost is the same for equipment; a bid for the
199 demolition contractor is pending.

200 ➤ Amador Swale: Mr. Cole asked if Mrs. Adams has everything she needs to get the
201 landscaping work done for the Amador swale. Mrs. Adams confirmed that she does and that
202 she sent a request to GulfScapes to cut back the hedges. Mr. Barrow confirmed that he
203 received it; he will inform Staff when it will be done.

204 Mrs. Adams stated she sent the signed Juniper contract to Mr. Cole.

205 Mr. Cole stated he spoke with resident Steve Schwartz yesterday; he will meet with
206 Juniper when the contract is signed.

207 Ms. Viegas asked Mr. Cole what happened at the meeting with Gulf Bay and Grady
208 Minor regarding the pedestrian crossing signs discussed at the last meeting. Mr. Cole stated the
209 meeting was cancelled so he will need to follow up.

210 Mr. Cole presented Requisition 188, for approximately \$4,500, for traffic signal work by
211 Hole Montes and Trebilcock, and for Grady Minor for final acceptance of the Sandpiper Drive
212 improvements.

213

214 **SEVENTH ORDER OF BUSINESS****Consideration of Award of Contract for
Lake Maintenance Services**

215

216

217 Mr. Miller stated it is unanimous that a new contract is needed. Mrs. Adams agreed.

218 Asked why Aquagenix is so much more expensive than the other bidders, Mrs. Adams stated

219 she has not worked with them for many years, but, in the past, she had to terminate their
220 contract. Mr. Pires believes Aquagenix might have restructured. The consensus was to
221 eliminate Aquagenix from the bidding.

222 Mr. Andy Nott, of Superior Waterway Services, Inc. (Superior), stated he has been in the
223 industry for 20 years. He is familiar with Fiddler's Creek because he used to spray the
224 community years ago. Superior is familiar with CDD operations and, when called, technicians
225 will respond within 24 to 48 hours. The technician to be assigned, if they are awarded the
226 contract, lives nearby. Technicians work out of their homes and have the equipment and
227 supplies they need to address calls. Superior is headquartered in Riviera Beach and has an office
228 in North Port. Superior has been in business for 23 years and currently has 30 employees. While
229 Superior has an ample number of employees to fulfill this contract, he plans to hire three to
230 four more employees.

231 Mr. Nott and Mrs. Adams discussed Superior's current clients. Mrs. Adams discussed her
232 experience working with Mr. Nott for a long time, including during his tenure at LakeMasters;
233 she found him to be very trustworthy and he does what he says he is going to do.

234 Mr. Nott said he is already prepared to take over the contract and he will do another
235 survey to determine the services needed, if Superior is awarded the contract. The bid price is
236 set.

237 Mrs. Adams stated SOLitude will continue to perform services until their contract is
238 terminated. Ms. DiNardo voiced her opinion that notice should be given to SOLitude that they
239 should pay for cleanup to return the CDD to the condition it was when their contract
240 commenced.

241 Mr. Pires stated that could be attempted, but there is a cost to benefit to consider
242 because, having dealt with SOLitude, he feels they will be non-responsive and it could be
243 necessary to go to small claims court depending on the amount.

244 Mr. Klug agreed that a demand should be made of SOLitude.

245 Asked how he came up with the estimate for initial cleanup, Mr. Nott stated he based it
246 on the number of people needed and the time. The cleanup cost is \$15,500. The contract states
247 that a certain number of visits occur each month, with additional visits at no extra charge.

248 Mr. Adams stated the July and August payments to SOLitude, totaling \$12,400, were
 249 held back. He noted that the amount held back would pay most of the \$15,500 in cleanup costs.
 250 Cleanup costs and terminating the SOLitude contract were discussed.

251 Ms. Viegas asked if the SOLitude contract is due to expire tomorrow. Mrs. Adams stated
 252 SOLitude was told they would be terminated at the end of the month.

253 Mr. Nuzzo asked what the money being held back is for. Mr. Pires stated the money was
 254 held back due to damage being done and poor performance.

255 The cost difference between the Superior and Crosscreek Environmental (Crosscreek)
 256 bids was discussed.

257 Mr. Miller asked if Crosscreek and Aquagenix, the other two bidders, were invited to
 258 attend today's meeting. Mrs. Adams replied affirmatively.

259 Resident Nat Pappagallo asked Mr. Nott to describe the Scope of Work. Mr. Pappagallo
 260 was asked to talk to Mr. Nott after the meeting. Mrs. Adams stated there is a scope of work in
 261 the contract.

262

On MOTION by Mr. Klug and seconded by Mr. Nuzzo, with all in favor, awarding the Lake Maintenance Services contract to Superior Waterway Services, Inc., was approved.

263

264

265

266

267

268

Mr. Klug asked Mr. Pires to send a formal demand to SOLitude now.

269

270 **EIGHTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
 2023/2024 Budget**

271

272

273 **A. Proof/Affidavit of Publication**

274 The affidavit of publication was included for informational purposes.

275 **B. Consideration of Resolution 2023-05, Relating to the Annual Appropriations and**
 276 **Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending**
 277 **September 30, 2024; Authorizing Budget Amendments; and Providing an Effective**
 278 **Date**

279 Mr. Adams reviewed the proposed Fiscal Year 2024 budget and noted that Assessments
280 will remain the same on the operational side. Expenses increased by \$22,000, but an additional
281 revenue source was added due to the interest on the fund balance, estimated at \$70,000. This
282 will add approximately \$41,200 to the fund balance. Debt service funding and amortization
283 schedules are included as part of the budget.

284 The following changes were made to the proposed Fiscal Year 2024 budget:

285 Page 2, "Traffic signal" shared cost line item: Insert a cross-reference to the narration on
286 Page 5.

287 Page 2, "Roadway capital outlay": Change "towhich" to "to which"

288 Page 3, "Assessment roll preparation": Change "AJC Associates, Inc." to "Wrathell, Hunt
289 and Associates, Inc."

290 Page 4, "Water management, Other contractual": Change "SOLitude Lake Management,
291 Inc." to "Superior Waterway Services, Inc."

292

293 **On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the**
294 **Public Hearing was opened.**

295

296

297

No members of the public spoke.

298

299

Mr. Pires asked if any emails, faxes, or letters were received with comments or
questions. Mr. Adams stated there were none.

300

301 **On MOTION by Ms. DiNardo and seconded by Mr. Klug, with all in favor, the**
302 **Public Hearing was closed.**

303

304

305

The following changes were made to Resolution 2023-05:

306

Section 1b: Insert "and requirements therefore" after "expenditures"

307

Section 3b: Insert "the Board" after "Manager,"

308

Mrs. Adams presented Resolution 2023-05.

309

310
311
312
313
314

On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, Resolution 2023-05, as amended, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024, as amended; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

315
316

NINTH ORDER OF BUSINESS

Consideration of Resolution 2023-06, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for

317
318
319
320
321
322
323
324
325

On MOTION by Ms. DiNardo and seconded by Mr. Klug, with all in favor, the Public Hearing was opened.

326
327
328
329

No members of the public spoke.

330
331
332

Mr. Pires asked if any emails, faxes, or letters were received with comments or questions. Mr. Adams stated there were none.

333

On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the Public Hearing was closed.

334
335
336
337

The following changes were made to Resolution 2023-06:

338
339

Section 3: Replace Section 3 in its entirety, with the following:

340

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

341
342
343
344

A. Tax Roll Assessments. The operation and maintenance special assessments and previously levied debt service special assessments shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in Exhibits A and B.

345
346

B. Future Collection Methods. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that

347 such method will be used to collect special assessments in future years, and the
348 District reserves the right in its sole discretion to select collection methods in any
349 given year, regardless of past practices.

350 Mrs. Adams presented Resolution 2023-06.

351

352 **On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor,**
353 **Resolution 2023-06, as amended, Making a Determination of Benefit and**
354 **Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the**
355 **Collection and Enforcement of Special Assessments; Certifying an Assessment**
356 **Roll; Providing for Amendments to the Assessment Roll; Providing a**
357 **Severability Clause; and Providing an Effective Date, was adopted.**

358

359

360 **TENTH ORDER OF BUSINESS**

**Discussion/Consideration of Florida
Painters, Proposal for Street Light Posts
and Sign Post Painting Projects**

361

362

363

364 Mrs. Adams asked for this item to be tabled to the next meeting because there are
365 several issues with the proposal. She stated Florida Painters was the only bidder. The last time
366 they went out to bid Lykins Signtek also bid but they were \$100K higher than Florida Painters'
367 proposal.

368 Mrs. Adams was asked to obtain other competing bids. She stated that numerous sign
369 repairs are also needed due to Hurricane Ian.

370 Ms. Viegas stated she bicycles throughout the community and, after this issue was
371 raised, she looked at the light posts and signposts. In her opinion, many of the dulled posts
372 were due to landscaping debris from trimmings left on the posts and discoloring them. Based
373 on the expense, she feels that there is no urgency to paint all the light posts and signposts in
374 the community, especially with ongoing construction. She suggested deferring it to Fiscal Year
375 2024/2025.

376 Ms. DiNardo asked if a schedule exists for maintenance of such items and noted that
377 someone raised the issue. Mrs. Adams was asked to obtain other bids.

378

379 **ELEVENTH ORDER OF BUSINESS****Discussion: Potential Merging of CDD 2
with CDD 1**

380

381

382 • **Response to CDD 1 Inquiry**

383 Mr. Adams stated the benefit to merging the two CDDs would be possibly eliminating
384 duplicate overhead costs, such as in management fees because one CDD would only need to
385 produce one set of books, and some insurance costs would be reduced.

386 Mr. Klug asked if Mr. Adams has an exact estimate of savings. Mr. Adams stated another
387 CDD with only a stormwater system saved \$120,000; the cost to go through the merger was
388 \$80,000, resulting in a 1.5 year return on investment (ROI). To merge, both Boards must agree
389 to merge and the larger of the two CDDs would typically assume the smaller one. As part of the
390 Merger Agreement, Board Members would be considered from each CDD's current Board to
391 serve on the newly merged CDD Board. Board Members would consider a new name for the
392 CDD. There would also be legal fees and State and County filing fees.

393 Mr. Miller asked what precipitated CDD #1's request for him to investigate the potential
394 to merge. Mr. Adams stated it came unexpectedly; he thought the question was raised as to
395 whether a merger could be done. He believes CDD #1 thinks things would run more efficiently
396 by merging the CDDs together.

397 Mr. Miller stated he does not see a benefit to merging the CDDs. Mr. Adams stated
398 there is some financial benefit to merging, but the amount is relatively small. Mr. Miller voiced
399 his opinion that the Board's responsibility is to do what is in the best interests of the residents
400 of CDD #2, for whom they are fiduciaries, and it is not to satisfy the CDD #1 Board.

401 Mr. Adams stated, in some other CDDs with larger budgets more comparable to
402 Fiddler's Creek, the decision boiled down to concerns about proper community-wide
403 representation.

404 Ms. DiNardo noted that Fiddler's Creek is still growing and she thinks a third CDD is
405 forming. In her opinion, this discussion should be deferred until further into the future. Mr. Klug
406 stated, if the general consensus is that the CDD #2 Board is not interested at this time, it should
407 be communicated to CDD #1. Mr. Miller stated timing is one consideration, but the major

408 consideration is what is best for the residents of CDD #2 which is not to merge with CDD #1. Mr.
409 Adams stated he will deliver the message to CDD #1.

410

411 **TWELFTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
412 **Statements as of July 31, 2023**

413

414 Ms. Viegas asked for an update on the bond issue she raised. Mr. Adams stated the
415 discrepancy is a reflection of the processing of requisitions throughout the month. Ms. Viegas
416 noted that there is usually a slight difference in the ending balance versus the beginning
417 balance, but not as significant as \$22,000. Mr. Adams stated it was due to two capital
418 expenditures that were not reflected in the financials. In the interest of time, Ms. Viegas will
419 review the information with Mr. Adams after the meeting.

420 Ms. Viegas asked what the \$189,353 "Due from CDD1" represents and if it was still
421 money owed for the pumphouse replacements. Mr. Adams stated he asked to have that
422 transferred immediately. He believes it is the processing of CDD #1's proportionate share of the
423 pumphouse contract upgrades; he will obtain the full schedule for the next meeting.

424

425 **THIRTEENTH ORDER OF BUSINESS** **Approval of July 26, 2023 Regular Meeting**
426 **Minutes**

427

428 Mrs. Adams presented the July 26, 2023 Regular Meeting Minutes.

429 The following changes were made:

430 Line 65: Change "motioned to file" to "moved"

431 Line 103: Delete the last word, "a"

432 Line 332: Insert "due to the previous landcare maintenance company" after "years"

433

434 **On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, the**
435 **July 26, 2023 Regular Meeting Minutes, as amended, were approved.**

436

437

438 **FOURTEENTH ORDER OF BUSINESS** **Action/ Agenda or Completed Items**

439

440 Items 5, 9, 11, 12 and 15 were completed.

441 Item 16: Ms. Viegas suggested Item 16 remain, as another proposal will be requested.

442

443 **FIFTEENTH ORDER OF BUSINESS**

Staff Reports

444

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

446 There was nothing further to report.

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

- 448 • **NEXT MEETING DATE: September 27, 2023 at 10:00 AM**

- 449 ○ **QUORUM CHECK**

450 Supervisors DiNardo, Miller, Viegas and Klug confirmed their attendance at the
451 September 27, 2023 meeting. Supervisor Nuzzo will attend via telephone.

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

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

454 Asked if Egis responded to Mrs. Adams' last request, on August 18, 2023, regarding the
455 CDD's insurance claims, Mrs. Adams stated there was no response yet, but she is still trying. Mr.
456 Miller feels that no response is a negative.

457 Mr. Miller asked Staff if they are pleased with Egis. Mr. Adams and Mrs. Adams both
458 replied affirmatively. Asked if this issue with the lightning caused an issue in the relationship
459 with Egis, neither Mrs. Adams nor Mr. Adams felt that it had.

460 Mrs. Adams stated Accounting advised that CDD #1 reimbursed CDD #2 for the park
461 bench.

462

463 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

464

465

466 **On MOTION by Mr. Klug and seconded by Mr. Nuzzo, with all in favor, the**
467 **meeting adjourned at 11:32 a.m.**

468

469

470

471

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

472
473
474
475
476
477

Secretary/Assistant Secretary

Chair/Vice Chair

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

**ACTION/AGENDA
ITEMS**

FIDDLER'S CREEK CDD #2

#	MTG DATE ADDED TO LIST	ACTION/ AGENDA Or BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	02.22.23	ACTION	Mr. Adams: Ask if insurance covers oil spills.			X	07.26.23
2	05.31.23	ACTION	Mr. Adams: Add separate budget line item for litigation legal expenses with CDD #1. Estimated cost: \$25,000.			X	07.26.23
3	06.28.23	ACTION	Mrs. Adams: Check if payment for benches was sent. Inform vendor they did not comply with the order specifications for the benches and, as a result, the CDD will incur \$2,000 in additional expenses so \$2,000 will be deducted from the payment.			X	07.26.23
4	06.28.23	ACTION	Mr. Miller: Ask Mr. Reyes to expedite submission of litigation invoices.			X	07.26.23
5	06.28.23	ACTION	Mr. Cole: Email Mr. Parisi about funding of future bond renewals.			X	07.26.23
6	06.28.23	ACTION	Mrs. Adams: Obtain proposals to replace SOLitude.			X	07.26.23
7	06.28.23	ACTION	Mr. Barrow: Revisit the area and present a revised proposal for the Landscape Buffer, limiting work to filling in gaps.			X	08.23.23
8	02.22.23	ACTION	Mr. Adams: Research \$10,735 "due to Developer" line item.			X	08.23.23
9	06.28.23	ACTION	Juniper: Provide updated proposal for Amadora landscape revisions.			X	08.23.23
10	06.28.23	ACTION	Mr. Adams: Finalize Synovus interest bearing acct indexed against Fed Funds rate, currently 5.25%, minus 75 basis points, for 4.5% rate.			X	08.23.23
11	07.26.23	BOTH	Mrs. Adams: Issued SOLitude a cancellation notice, follow up to ensure littorals replanted g in Lakes 5, 90 & 65G. Put RFP to consider new vendor on next agenda.			X	08.23.23
12							
13							
14							
15							

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

**STAFF
REPORTS
B**

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

***Exceptions**

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

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

**STAFF
REPORTS
C**



Wrathell, Hunt and Associates, LLC

TO: Fiddlers Creek CDD #2 Board of Supervisors
FROM: Cleo Adams – District Manager
DATE: September 27, 2023
SUBJECT: Monthly Status Report – Field Operations

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

Amador Project: DRC approval received on March 2, 2022, to R/R the Ficus hedges with Clusia and required drainage work adjacent to seven lots on Campanile Circle. Juniper's proposal was approved at last month's meeting at a N.T.E. cost of \$90K. Contract has been executed - \$86,611.00. Schedule has not yet been received. Terry Cole to provide an update at this month's meeting.

Irrigation Management Agreement: As discussed at last month's meeting, Staff has reached out to The Foundation for the agreements to be ratified and executed by the Board Chairman; as Staff executed in error.

Lake Maintenance: As approved at last month's meeting, Superior Waterway Services commenced on September 1st. The initial clean-up required also commenced on September 1st. Note: Tony Pires to provide the formal demand letter to Solitude for the required cleanup cost of \$15,500.00 due to non-performance of the contract. To include required plantings of littorals where necessary.

Veneta Paver Repair Project: Contract executed with Timo Brothers on September 15th to repair the pavers adjacent to the Veneta Fountain area. Updates to be provided by Terry Cole. Total Cost \$680.00.

Street Sign Poles/Light Poles: At the July meeting, the Board requested that Staff obtain cost to have the post repainted. Staff are currently waiting for one additional quote and will present it to the Board at your October meeting for consideration.

Fountain Maintenance:

Egis Insurance: As we have discussed, all required repair projects for Veneta as well as the Aviamar Fountain claim were denied by Egis.

Update: On May 30th email received from Egis that the lighting report they obtained on November 14th indicated that there was no cloud to ground lighting strokes within five (5) miles

of the property. Staff responded that it was a power surge that caused the damage. An additional affidavit was submitted on June 6th for their consideration, provided by Architectural Fountains.