

FIDDLER'S CREEK

COMMUNITY DEVELOPMENT

DISTRICT #2

February 28, 2024

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

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

**AGENDA
LETTER**

Fiddler's Creek Community Development District #2

OFFICE OF THE DISTRICT MANAGER

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

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

February 21, 2024

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

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

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #2 will hold a Regular Meeting on February 28, 2024 at 10:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items (*3 minutes per speaker*)
3. Continued Discussion/Update: Claim Against Fiddler's Creek CDD #1 Regarding Anticipatory Breach of Interlocal Agreement [Traffic Signal Cost Sharing]
4. Update: Superior Waterway Services, Inc. Treatment Report (*Andy Nott*)
5. Health, Safety and Environment Report
 - A. Irrigation and Pressure Washing Efforts
 - B. Security and Safety Update
6. Developer's Report/Update
7. Engineer's Report/Update: *Hole Montes, a Bowman Company*
8. Consideration of Proposals for Chiasso Court Milling and Resurfacing
9. Continued Discussion/Consideration of Replacement of Seventeen (17) Temporary Signs in Aviamar and Veneta with Permanent Decorative Signs
10. Consideration of Construction Contract and Invoice [Sophistico Floors Corp d/b/a Sophistico Construction]
11. Acceptance of Unaudited Financial Statements as of January 31, 2024
12. Approval of Minutes

- A. January 24, 2024 Regular Meeting
- B. February 7, 2024 Special Meeting and Attorney-Client Executive Session

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: March 27, 2024 at 10:00 AM
 - QUORUM CHECK

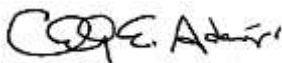
SEAT 1	WILLIAM TOMAZIN, JR.	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	ELLIOT MILLER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	LINDA VIEGAS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> 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

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**Fiddlers Creek CDD 2
Treatment Report for January 2024**

Lake #	Work Performed	Target	Treatment Date	Treatment Date	Notes
1	Inspected		1.24.24		No problems noted
2	Inspected		1.24.24		No problems noted
3	Treated	Grasses/Weeds	1.18.24		No problems noted
4	Treated	Grasses/Weeds/Floating Weeds	1.18.24		No problems noted
5	Treated	Grasses/Weeds	1.18.24		No problems noted
6	Treated	Grasses/Weeds	1.18.24		No problems noted
7A	Treated	Grasses/Weeds/Water Lillies	1.17.24	1.25.24	Few shoreline weeds will treat next visit
7B	Treated	Grasses/Weeds	1.17.24		
7C	Treated	Grasses/Weeds	1.17.24		
7D	Treated	Grasses/Weeds	1.25.24		
8	Inspected		1.24.24		Few shoreline weeds will treat next visit
9	Inspected		1.24.24		Few shoreline weeds will treat next visit
23	Treated	Grasses/Weeds/Cattails	1.17.24		Will need follow up grass treatments
24	Inspected	Grasses/Weeds/Cattails	1.24.24		
25A	Treated	Grasses/Weeds	1.17.24		Will need follow up grass treatments
25B	Treated	Grasses/Weeds	1.17.24		No problems noted
65E	Treated	Grasses/Weeds/Water Lillies	1.16.24	1.25.25	Treated north shoreline
65F	Treated	Grasses/Weeds	1.18.24		No problems noted
65G	Treated	Grasses/Weeds	1.17.24		
84A	Treated	Grasses/Weeds	1.15.25		

SUPERIOR WATERWAY SERVICES, INC.



Lake #	Work Performed	Target	Treatment Date	Treatment Date	Notes
84B	Treated	Grasses/Weeds	1.15.25		Continue to treat shoreline for weeds
85A	Treated	Grasses/Weeds	1.15.25		Continue to treat shoreline for weeds
85B	Treated	Grasses/Weeds	1.15.25		Continue to treat shoreline for weeds
85C	Treated	Grasses/Weeds	1.15.25		Continue to treat shoreline for weeds
85D	Treated	Grasses/Weeds/Water Lettuce	1.15.25	1.25.24	Continue to treat shoreline for weeds
88	Treated	Grasses/Weeds	1.16.24		Pond Weed starting, will be treated week of 2.26.24
89	Treated	Grasses/Weeds	1.18.24		No Problems noted
90	Treated	Grasses/Weeds	1.24.24		Spot treated shoreline grasses



Lake 85D



Lake 88 Pond Weed schedule
for treatment



Lake 85A Looks Good



Lake 65G Looks Good

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

5A

CDD 2

JANUARY 2024

PRESENTED BY: RYAN HENNESSEY & JOSEPH PARISI

CDD 2 FOUNDATION CONTRACTED RESPONSIBILITIES

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

TREE CANOPY TRIMMING

- Nothing was scheduled for January or February
- Juniper has started work early. However, they are in the CDD#1 area with the fruited palms
- Trimmed the coconut palms missed in Veneta area.



IRRIGATION PROJECTED USAGE

- 20 Programmed Village Satellites
 - Monday, Wednesday & Saturday
 - 9:00 pm – 8:00 am
 - 14 Possible Run Cycles / 6 Rain Hold
- 9 Programmed Common Satellites
 - Tuesday, Thursday & Sunday
 - 13 Possible Run Cycles / 6 Rain Holds
- January Water Estimated Calculation Usage
 - Villages: 5,727,960 Gallons
 - Common: 2,276,911 Gallons
- Total Water Usage in January 2024 was 35,806,383 Gallons.
Total Water Usage in January 2023 was 53,536,037 Gallons.
- *Does not account for non-scheduled water usage such as leaks, wet checks, manual runs, battery timers, individual residential timers, and manual Toro clocks.



IRRIGATION REPORT

The irrigation manager found these problems in the month of January:



I-17 Veneta

1/18/24- The satellite failed to communicate. Found a bad Cat-5 cable and replaced it. (No Charge)

I-27 FCP North

1/24/24- The satellite failed to communicate. Power was restored to the radio and information was downloaded.

PRESSURE WASHING

-
- Past 30 Days:
 - Championship Drive. Also sent the team to Museo Circle, Mulberry Lane and the Marsh Cove entrance
 - Projected next 30 days:
 - Montreux and Mahogany Bend



Current Month's Projected Plan

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



February

May

March

June

2024 Mapping

September

December/January

July

October/November

August

April

EDMC

March Building

Temporary Driving Range

Tennis & Pickleball Facility

The Club & Spa

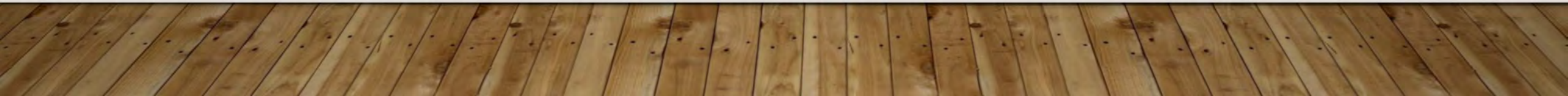
Future Golf Clubhouse and Driving Range

Future Wellness and Tennis Center

ENTRANCE & GATEHOUSE



Questions?



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

5B

Safety Department Update

Department of Safety, Health & Environment

DIRECTOR OF COMMUNITY SERVICES –
Ryan Hennessey

SAFETY MANAGER – Richard Renaud



Fiddler's Creek®

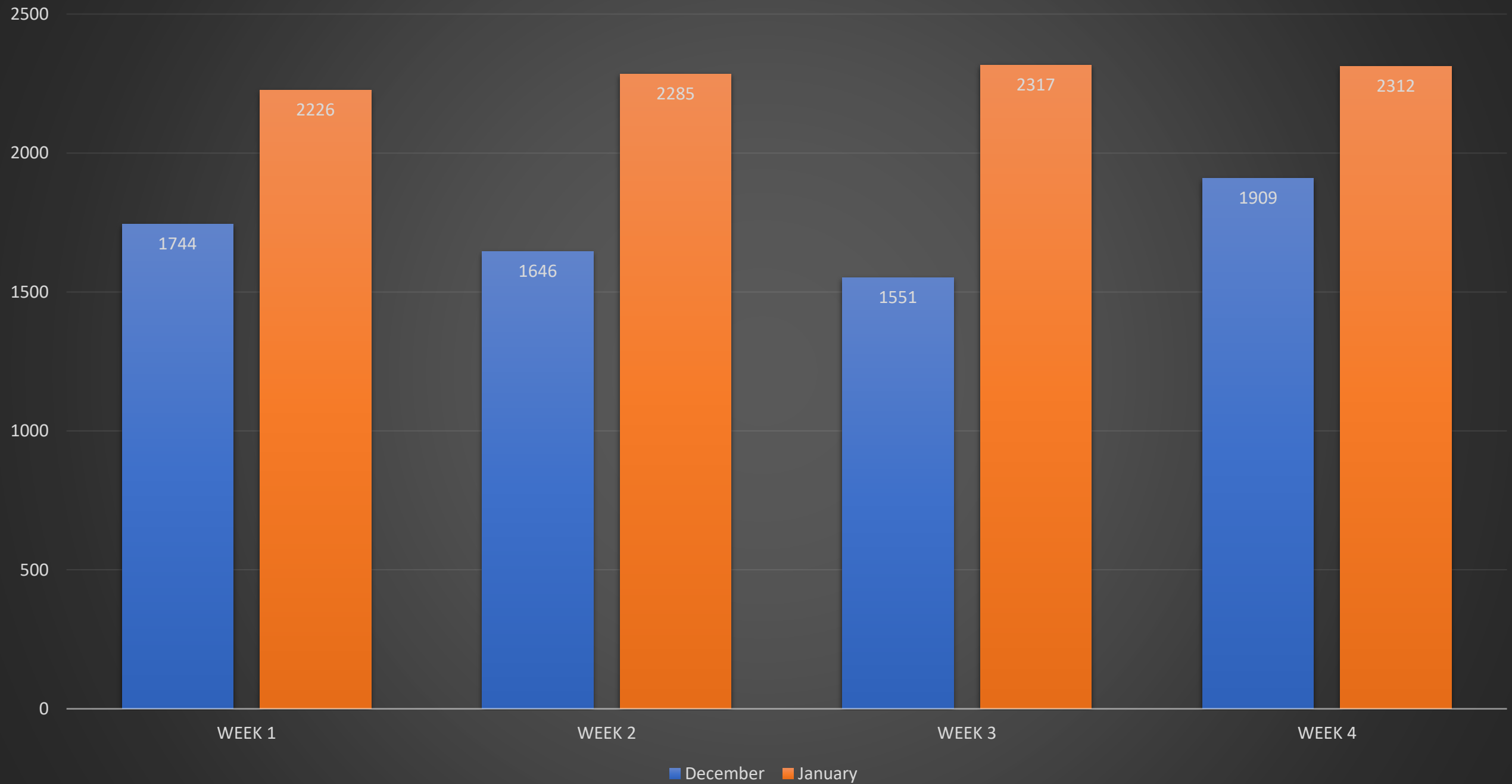
Gate Access Control

- 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: December 2023- January 2024

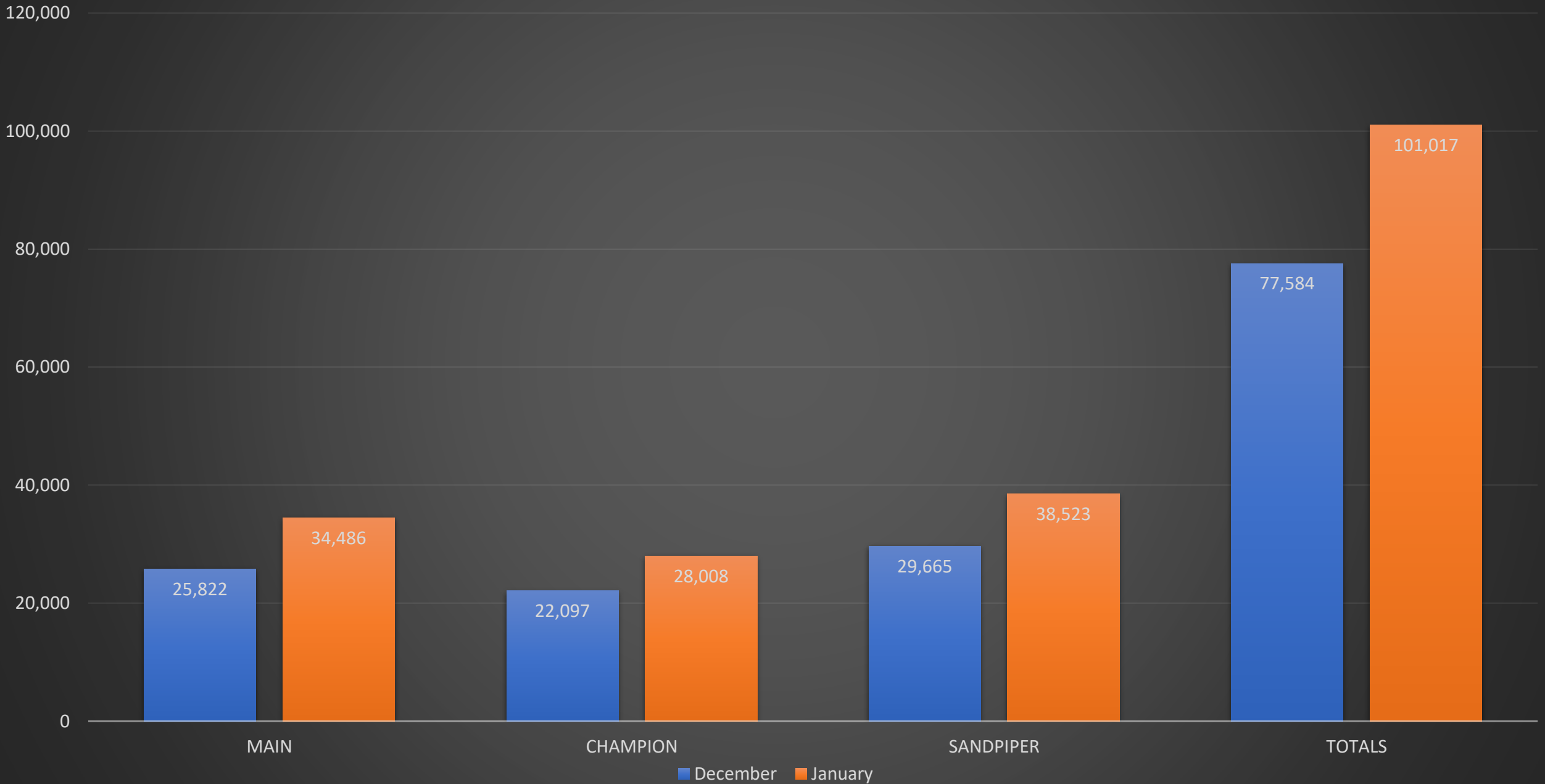


GATEHOUSES and PATROLS

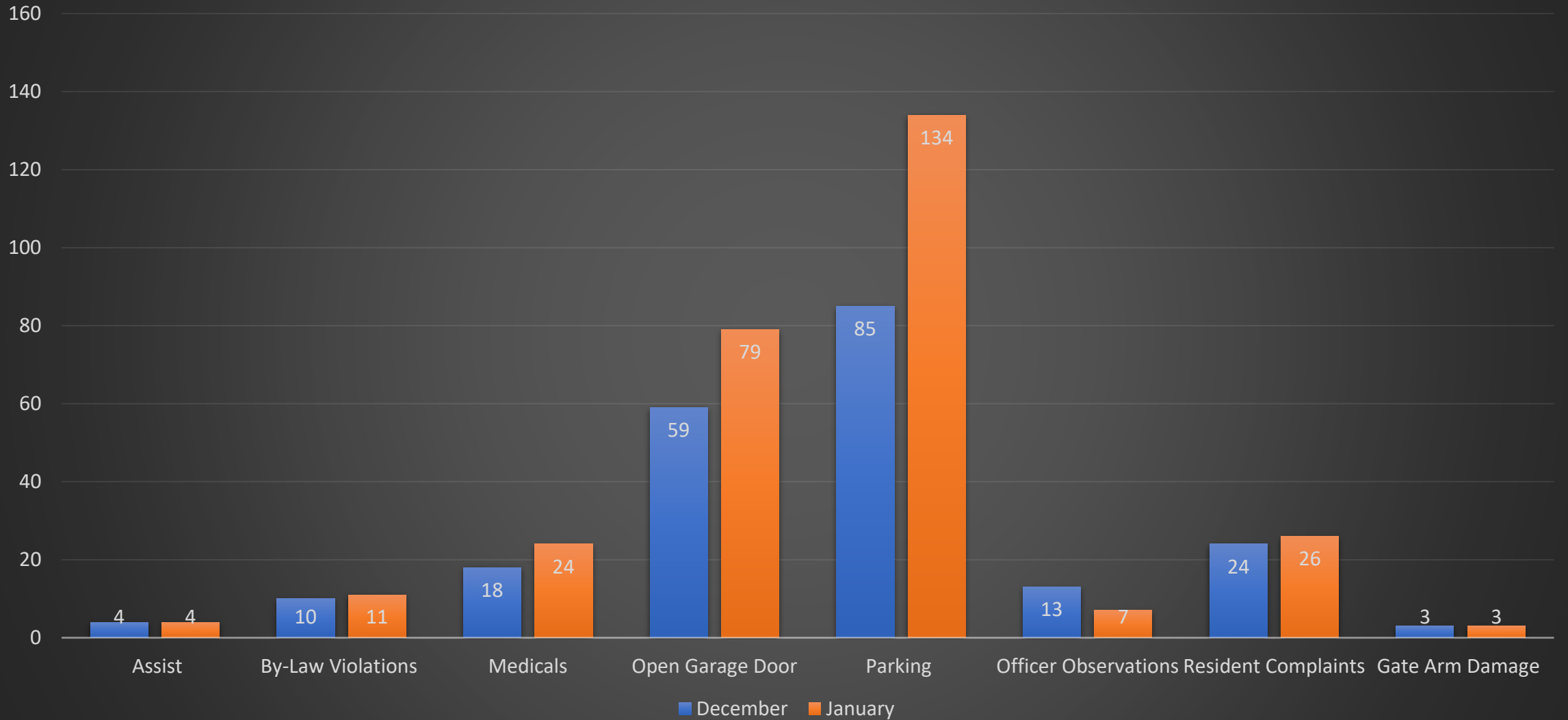
- Sandpiper, Championship, Main
- 24x7
- 2 Patrols per shift.
- 24x7



GATE HOUSE ACTIVITY: December 2023-January 2024



Incident Reports: December 2023-January 2024

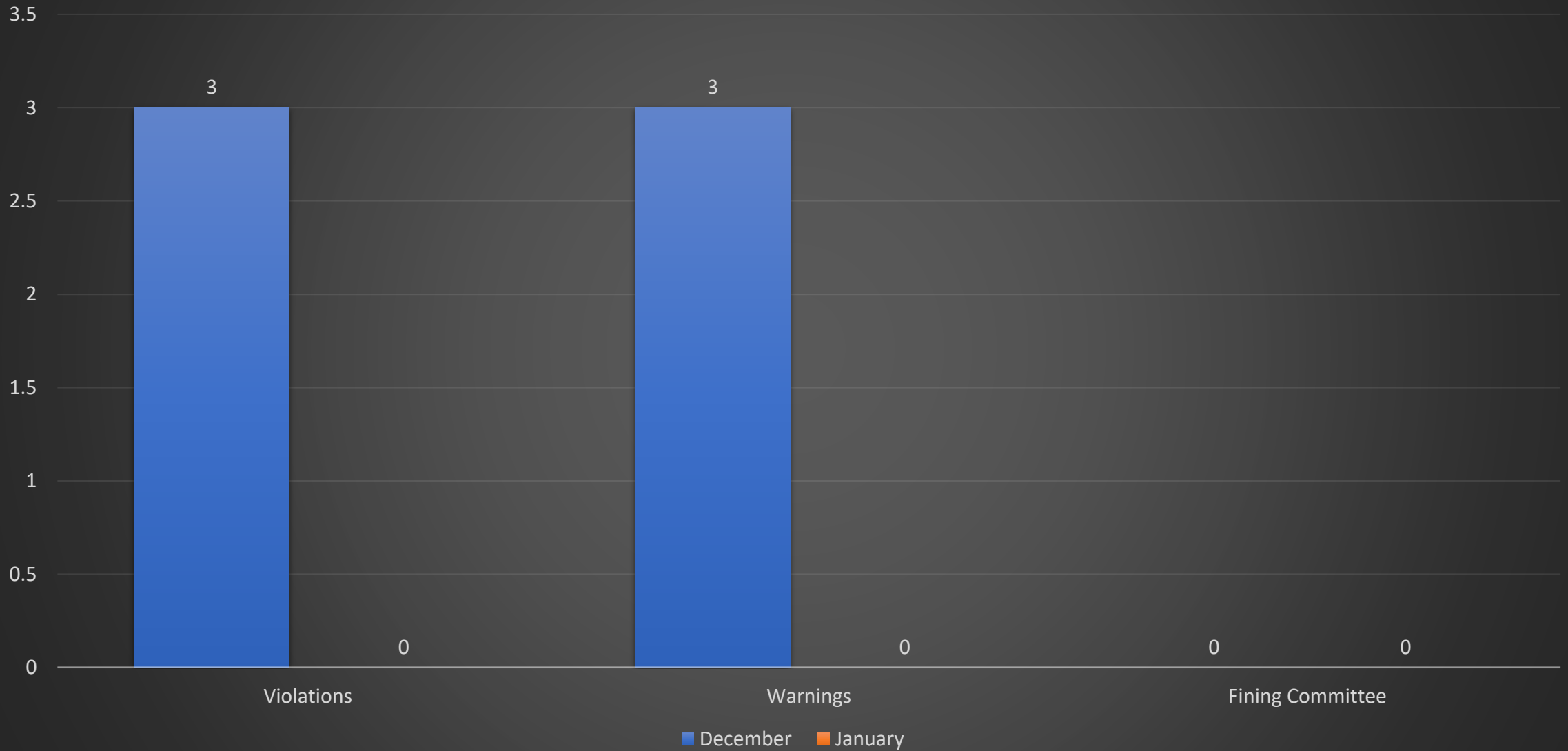


SPEED DETECTION and ENFORCEMENT

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



Traffic Hawk Speeding Violations: December 2023-January 2024



Fiddler's Creek CCSO Statistics

January 1- January 31

Type	#
Extra Patrol	66
Medical Calls	24
Alarm Calls	11
911 Hang-ups	9
Traffic Stops	7
Crashes	4
Total Calls for Service	126

QUESTIONS?

- Thank you



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

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Divisions of Southern Striping Solutions, LLC.

239.591.5903 office
 239.719.7087 cell
 239.280.0762 fax

www.collierpave.com

PROPOSAL

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

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

TERMS AND CONDITIONS

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

 Eddie Rey
 Estimator/Project Manager

Date of Acceptance _____
 by: _____



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

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EST. 1971

WOODWARD, PIRES & LOMBARDO, P.A.
ATTORNEYS AT LAW

January 25, 2024

Via Hand Delivery

MARK J. WOODWARD
Board Certified: Real Estate
Law and in Condominium &
Planned Development Law

ANTHONY P. PIRES, JR.
Board Certified: City, County,
and Local Government Law

J. CHRISTOPHER LOMBARDO

ANTHONY J. DIMORA
Licensed in FL and OH

LENORE T. BRAKEFIELD

CRAIG R. WOODWARD
Senior Counsel
Board Certified: Real Estate Law
from 1993-2023

KENNETH V. MUNDY

ZACHARY W. LOMBARDO
Board Certified: City, County,
and Local Government Law

CAMERON G. WOODWARD

ROSS E. SCHULMAN
Licensed in FL and NY

F. SCOTT PAUZAR, III

Hole Montes
Attention: W. Terry Cole, P.E.
Tobi Charbonneau
950 Encore Way
Naples, Florida 34110

Re: Construction Contract [Irrigation Pump House #2]; Fiddler's Creek
Community Development District #1 and Fiddler's Creek Community
Development District #2 and Sophistico Floors Corp. a Florida Corporation
d/b/a Sophistico Construction

Dear Terry and Tobi:

Enclosed please find the original Construction Contract with regards
to the above-referenced to be signed and dated by Sophistico Floors Corp,
d/b/a Sophistico Construction.

Please return the originals to Cleo Adams and a copy of the foregoing
signed document to me.

Thank you for your attention to this matter and if I can be of further
assistance, please do not hesitate to contact me.

Sincerely,

Anthony P. Pires, Jr. Esq.

REPLY TO:

3200 TAMiami TRAIL N.
SUITE 200
NAPLES, FL 34103
239-649-6555
239-649-7342 FAX

606 BALD EAGLE DRIVE
SUITE 500
P.O. BOX ONE
MARCO ISLAND, FL 34146
239-394-5161
239-642-6402 FAX

WWW.WPL-LEGAL.COM

/lg

Enclosure(s)

Cc: with enclosure(s)
Cleo Adams (via email)

CONSTRUCTION CONTRACT
[Irrigation Pump House #2]

THIS CONSTRUCTION CONTRACT (hereinafter referred to as "Contract" or "Agreement") is made this 8th day of February, 2024 (the "Effective Date") by and between FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 and FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2, hereinafter collectively referred to as "District," and SOPHISTICO FLOORS CORP, a Florida Corporation D/B/A/ SOPHISTICO CONSTRUCTION, hereinafter called "Contractor."

WITNESSETH: For and in consideration of the mutual covenants herein set forth, and the consideration hereinafter named, the Contractor and the District agree as follows:

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all the work ("Work") described in the specifications entitled "IRRIGATION PUMP HOUSE #2 ROOF REPLACEMENT AT FIDDLER'S CREEK" (**Exhibit "A"**, the "Specifications"), and shall fully complete everything required by this Agreement and the Contract Documents to the satisfaction of the District using professionally accepted means and methods. The Contract Documents consist of this Contract (and any amendments, addendums and Change Orders), the Specifications and the Bid Price. Contractor shall provide all materials, equipment and labor required and/or inferred to completely and competently perform the Work as identified in the Specifications and the Contract Documents. District designates the District's District Engineer, Hole Montes, a BOWMAN Company, ATTN: Terry Cole, P.E., as the District's Representative and person responsible to administer the Contract on behalf of the District while reserving the right to designate any other party and if another party is so designated, District will notify the Contractor in writing.

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

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

ARTICLE 4. PAYMENTS.

4.1. All payments to Contractor and all payment procedures are subject to the provisions of the Florida Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (the "Prompt Payment Act", including Section 218.735, Florida Statutes). Contractor shall submit to the District's Representative on or about the 30th day of each month, Contractor's request for payment in accordance with the Contract Documents. All requests for payment will be processed as provided In the Prompt Payment Act. The due

date for payment by District for a proper invoice is governed by this Agreement and the Prompt Payment Act.

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

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

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

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

ARTICLE 6. TERMINATION - District may terminate this Contract upon ten (10) calendar days' written notice, at any time prior to the expiration of any term, initial and renewal, with or without cause. The written notice may be transmitted to the Contractor by email,

facsimile transmittal, Certified Mail or hand delivery. The 10-day notice shall commence on the day of receipt of said written notice by Contractor.

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

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

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

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

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

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

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

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

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

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

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

As to Contractor:

SOPHISTICO FLOORS CORP, a Florida Corporation
D/B/A/ SOPHISTICO CONSTRUCTION
Street Address 1925 Trade Center Way, Suite #1
City, State Naples, Florida 34109
ATTN: R.J. Moyer
Tel.: (239) 372-3771 Fax: N/A
Email: rj@sophistico.com

As to the District:

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

With copies to:

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

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

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

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

ARTICLE 17. MISCELLANEOUS

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

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

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

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

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

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

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

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

ARTICLE 21. INDEMNIFICATION; PAYMENT AND PERFORMANCE BOND; SAFETY
21.1 Indemnification/Hold Harmless. Contractor assumes liability for and shall indemnify, defend and save harmless District and District's Representative as well as all of their agents, employees, officers, directors, Supervisors, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys' fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of Contractor's presence at the site of the Work for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Site and the condition, operation, ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This Agreement also obligates Contractor to indemnify and save harmless District and District's Representative for any and all

expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of Contractor's or their subcontractors at the site of the Work.

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

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

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

ARTICLE 22. INSURANCE

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

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

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

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

22.4.1 WORKERS' COMPENSATION

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

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

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

22.4.2 COMMERCIAL GENERAL LIABILITY

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

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

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

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

22.4.3 BUSINESS AUTOMOBILE LIABILITY

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

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

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

22.4.4 CYBER LIABILITY INSURANCE AND DATA BREACH INSURANCE

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

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

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

22.4.6 SUBCONTRACTORS

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

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

Policies will not be canceled, non-renewed or reduced in scope of coverage until at least thirty (30) days prior written notice has been given to the District, and only if substitute equivalent coverage in compliance with this Contract is provided. The District, its agencies, departments, officers, employees, agents, and volunteers are to be named

as Additional Insured as respects work done by Contractor under the terms of this Contract on all policies required (except Workers' Compensation).

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

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

ARTICLE 23. E-VERIFICATION

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

ARTICLE 24. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to

limited exceptions provided in state law, the District will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The District shall provide notice, in writing, to Contractor of the District's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the District's determination of false certification was made in error then the District shall have the right to terminate the Contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

ARTICLE 25. WARRANTY

The Contractor warrants the Work against defects in material and workmanship for the period of one (1) year from the date of preliminary acceptance of the improvements by the District. Specifically, the Contractor warrants that all Work has been done in a professional manner, and all items installed and completed have been installed for the purpose for which they are designed and specified. In addition, Contractor warrants that all manufacturer specifications and requirements related to warranty Work, product survival, and utilization have been fully complied with by the Contractor relating to the installation and completion of the same. Moreover, Contractor warrants that any certifications necessary for materials, supplies or warranties have been met, satisfied and approved in writing by the applicable manufacturers and/or vendors. All assignable manufacturer's warranties which inure to the benefit of the District shall be assigned to the District in conjunction with the final payment. This warranty is fully assignable and transferable by the District. In addition, upon the final payment, Contractor shall execute a separate certification and warranty document incorporating the terms hereof. The terms of this paragraph shall survive the completion of the Work and the expiration or termination of this Contract.

ARTICLE 26. SITE OF THE WORK.

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

[BALANCE OF PAGE BLANK]
[SIGNATURES ON FOLLOWING PAGES]

Signed, sealed, and delivered in the presence of:



(Secretary)

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

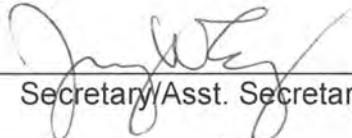
Sasha Bogojevic

BY: _____
President

(Title)

Date: 02/08/2024

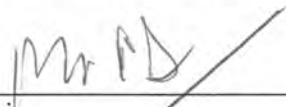
ATTEST:

BY: 

Secretary/Asst. Secretary

Date: 24 Jan 24

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

BY: 

Chair

Date: 1/24/24

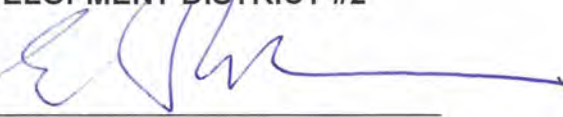
ATTEST:



Secretary/Asst. Secretary

Date: _____

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

BY: 

Chair

Date: 1/24/24

EXHIBIT "A"

TO THE CONSTRUCTION CONTRACT DATED THIS 8th day of February, 2024 BETWEEN THE DISTRICT AND THE CONTRACTOR

SPECIFICATIONS:

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



BC ARCHITECTS AIA, INC
 75 VALENCIA AVENUE SUITE 10
 CORAL GABLES, FL 33134
 Tel: 305.853.8192
 Web: www.bcanstitute.com

REGISTERED ARCHITECT
 ARCHITECT

OWNER: FIDDLER'S CREEK CDD#2
 DISTRICT MANAGER
 WRAITHILL, HUNT & ASSOCIATES, LLC
 8708 BONITA BEACH ROAD
 SUITE #114
 BONITA SPRING, FL 34135

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

NO.	DATE	REVISIONS



SIGNED BY: VANESSA A. ARNES, FLORIDA ARCHITECT
 DATE: 07/31/2023
 PERMIT SET

PCA Comm. Item: 2013.00 Checked by: []
 Scale: 1/4" = 1'-0" Drawn: []

PROPOSED PLAN PROPOSED ROOF PLAN

SHEET NO. **A1.01**

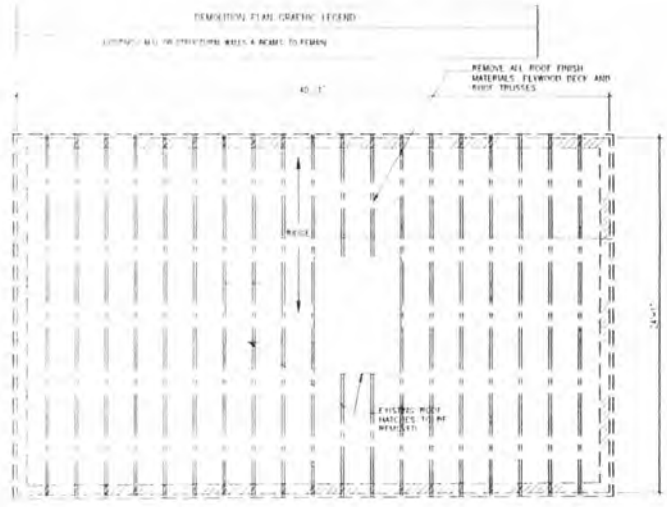
TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM REQUIREMENTS OF THE APPLICABLE BUILDING CODES AND LATEST SAFETY STANDARDS.

GENERAL NOTES:

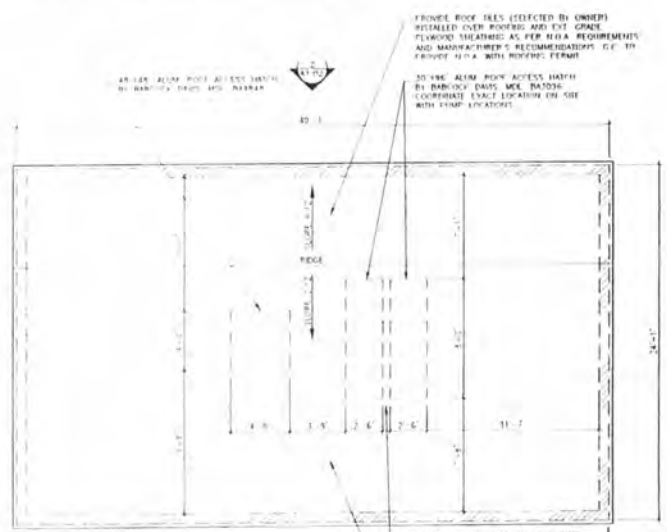
1. DEMOLITION SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE 2021 FLORIDA BUILDING CODE (FBC) AND THE 2021 FLORIDA ELECTRICAL CODE (FEC) AS WELL AS ANY APPLICABLE LOCAL ORDINANCES AND REGULATIONS.
2. ALL DEMOLITION SHALL BE COMPLETED BY THE DATE OF PERMIT EXPIRATION OR AS SPECIFIED BY THE ARCHITECT.
3. BEFORE ANY DEMOLITION WORK BEGINS, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
4. ALL DEMOLITION WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE PROVISIONS OF THE FBC AND THE FEC.
5. ALL DEMOLITION SHALL BE COMPLETED BY THE DATE OF PERMIT EXPIRATION OR AS SPECIFIED BY THE ARCHITECT.
6. ALL DEMOLITION SHALL BE COMPLETED BY THE DATE OF PERMIT EXPIRATION OR AS SPECIFIED BY THE ARCHITECT.
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13. ALL DEMOLITION SHALL BE COMPLETED BY THE DATE OF PERMIT EXPIRATION OR AS SPECIFIED BY THE ARCHITECT.
14. ALL DEMOLITION SHALL BE COMPLETED BY THE DATE OF PERMIT EXPIRATION OR AS SPECIFIED BY THE ARCHITECT.
15. ALL DEMOLITION SHALL BE COMPLETED BY THE DATE OF PERMIT EXPIRATION OR AS SPECIFIED BY THE ARCHITECT.

DEMOLITION PLAN LEGEND:

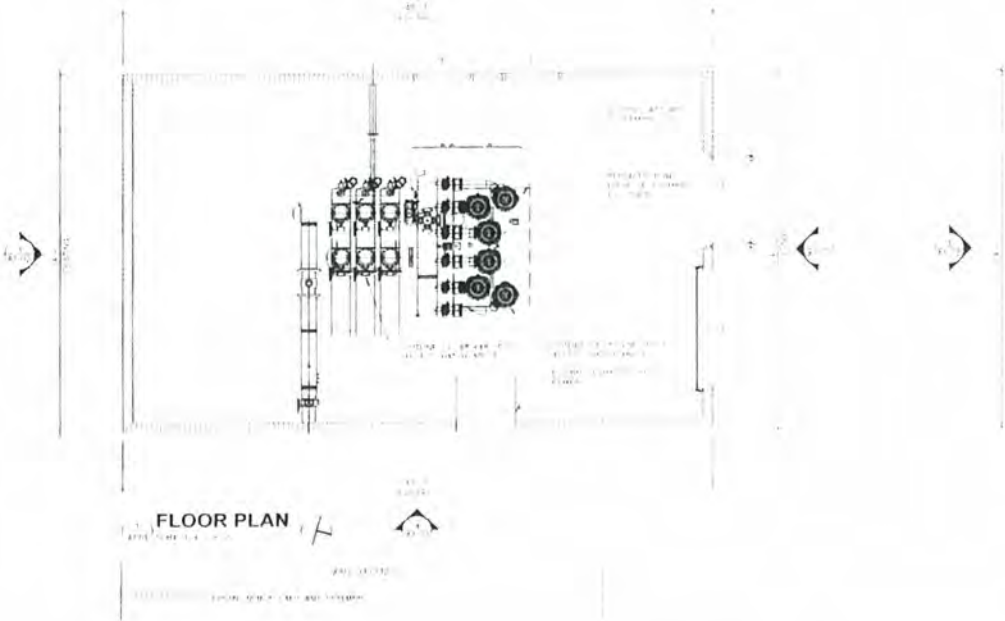
- 1. REMOVE ALL ROOF FINISH MATERIALS, FLEWED DECK AND ROOF TRUSSES.
- 2. REMOVE ALL ROOF FINISH MATERIALS, FLEWED DECK AND ROOF TRUSSES.
- 3. REMOVE ALL ROOF FINISH MATERIALS, FLEWED DECK AND ROOF TRUSSES.
- 4. REMOVE ALL ROOF FINISH MATERIALS, FLEWED DECK AND ROOF TRUSSES.
- 5. REMOVE ALL ROOF FINISH MATERIALS, FLEWED DECK AND ROOF TRUSSES.
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- 7. REMOVE ALL ROOF FINISH MATERIALS, FLEWED DECK AND ROOF TRUSSES.
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- 9. REMOVE ALL ROOF FINISH MATERIALS, FLEWED DECK AND ROOF TRUSSES.
- 10. REMOVE ALL ROOF FINISH MATERIALS, FLEWED DECK AND ROOF TRUSSES.
- 11. REMOVE ALL ROOF FINISH MATERIALS, FLEWED DECK AND ROOF TRUSSES.
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- 14. REMOVE ALL ROOF FINISH MATERIALS, FLEWED DECK AND ROOF TRUSSES.
- 15. REMOVE ALL ROOF FINISH MATERIALS, FLEWED DECK AND ROOF TRUSSES.



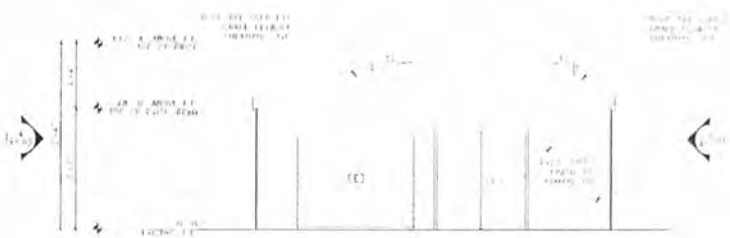
ROOF DEMOLITION PLAN



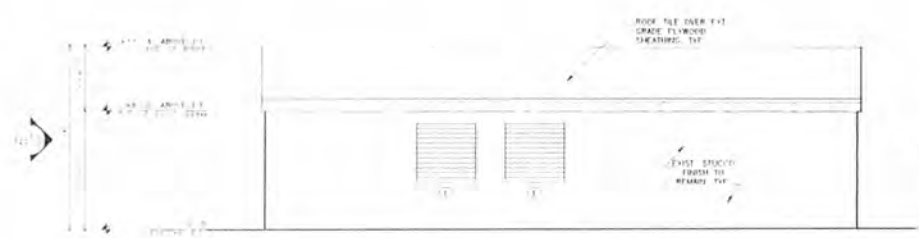
ROOF PLAN



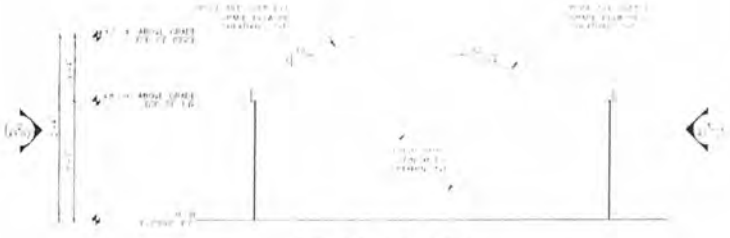
FLOOR PLAN



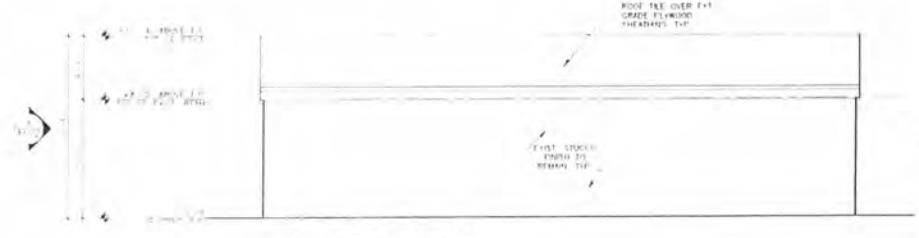
FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION



SIDE ELEVATION



BC ARCHITECTS AIA, INC
 75 VALENCIA AVENUE SUITE 10
 CORAL GABLES, FL 33134
 Tel: 305.853.8182
 Web: www.bcarchitects.com

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 ALL RIGHTS RESERVED
ARCHITECT

OWNER:
FIDDLER'S CREEK CDD#2
 DISTRICT MANAGER:
 WRATHSELL HUNT & ASSOCIATES, LLC
 929 BONITA BEACH ROAD
 SUITE 6014
 BONITA SPRING, FL 34135

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

9152 Fiddlers Creek Pkwy, Naples, FL 34114

NO	DATE	REVISIONS



DESIGNED BY:
VALENTIA A. JIMENEZ
 FLORIDA ARCHITECT

DATE OF RECORD:
 07/31/2023
 PERMIT SET

BCA Comm Num: 230100 Checked: CV
 Scale: 1/4" = 1'-0" Drawn:

SHEET TITLE:
PROPOSED ELEVATIONS

SHEET No: **A1.02**

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE MUNICIPAL CODES AND LOCAL SAFETY STANDARDS.

ESTIMATE

Sophistico Construction
1925 Trade Center Way
Naples, FL 34109

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

SOPHISTICO

Construction

Cleo Adams

Bill to

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

Estimate details

Estimate no.: 1060
Estimate date: 11/27/2023

Job Name: Fiddler's Creek Pump House

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



INVOICE

Sophistico Construction
1925 Trade Center Way
Naples, FL 34109

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

SOPHISTICO

Construction

Cleo Adams

Bill to

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

Ship to

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

Invoice details

Invoice no.: 1110
Terms: Due on receipt
Invoice date: 02/20/2024
Due date: 02/20/2024

Job Name: Pump House Rebuild

#	Product or service	SKU	Qty	Rate	Amount
1.	Services Deposit for: Special order Roof Hatches Custom Truss Package Plywood and Loose Lumber Roof Tile Crane Deposit Project Management & Supervision		1	\$55,000.00	\$55,000.00

Total **\$55,000.00**

Ways to pay



Pay invoice

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

**UNAUDITED
FINANCIAL
STATEMENTS**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2024**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2024**

	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	\$ 1,525,502	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,525,502
Synovus Bank - MMA	1,700,000	-	-	-	-	-	-	-	-	-	-	-	-	-	1,700,000
Investments															
Revenue A	-	169,333	266,734	94	-	176	-	173,531	371,613	122,093	71	1,255,078	-	-	2,358,723
Revenue B	-	-	-	-	353,554	-	384,733	-	-	-	-	-	-	-	738,287
Reserve A	-	50,439	50,439	-	-	-	-	100,877	109,464	36,555	-	151,292	-	-	499,066
Reserve B	-	-	-	-	126,091	-	126,090	-	-	-	186,465	-	-	-	438,646
Prepayment A	-	5,604	7,295	582	-	24,577	-	12,307	34,421	14,187	-	54,355	-	-	153,328
Prepayment B	-	-	-	-	11,056	-	14,890	-	-	-	22,761	-	-	-	48,707
Interest	-	4	-	-	-	-	-	-	-	-	-	-	-	-	4
Construction	-	-	-	-	-	-	-	-	2,333	-	-	-	51,414	283,100	336,847
Sinking	-	-	-	-	483	-	566	-	-	-	-	-	-	-	1,049
Optional redemption	-	-	-	-	-	-	-	76	-	-	-	-	-	-	76
COI	-	-	-	-	14	-	14	-	-	-	-	18	-	-	46
Due from other funds															
Debt service fund series 2004	-	-	25,559	-	-	-	-	-	-	-	-	-	-	-	25,559
Debt service fund series 2014-1A	321	-	-	-	-	-	-	-	-	-	-	-	-	-	321
Debt service fund series 2014-2A	1,974	-	-	-	-	-	2,524	-	-	-	-	-	-	-	4,498
Debt service fund series 2014-3	-	-	-	192,581	-	367,575	-	-	-	3,203	63,593	-	-	-	626,952
Accounts receivable	3,116	-	-	-	-	-	-	-	-	-	-	-	-	-	3,116
Undeposited funds	-	-	-	-	-	-	-	-	-	5,895	-	40,760	-	-	46,655
Due from Fiddler's Creek CDD #1	178,196	-	-	-	-	-	-	-	-	-	-	-	-	-	178,196
Total assets	<u>\$ 3,409,109</u>	<u>\$ 225,380</u>	<u>\$ 350,027</u>	<u>\$ 193,257</u>	<u>\$ 491,198</u>	<u>\$ 392,328</u>	<u>\$ 528,817</u>	<u>\$ 286,791</u>	<u>\$ 517,831</u>	<u>\$ 181,933</u>	<u>\$ 272,890</u>	<u>\$ 1,501,503</u>	<u>\$ 51,414</u>	<u>\$ 283,100</u>	<u>\$ 8,685,578</u>
LIABILITIES AND FUND BALANCES															
Liabilities															
Accounts payable	\$ 6,197	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,197
Due to other	-	-	-	-	-	-	-	897	-	-	-	-	-	-	897
Due to other funds															
Debt service fund series 2005	-	25,559	-	-	-	-	-	-	-	-	-	-	-	-	25,559
Debt service fund series 2014-1B	-	-	-	-	-	-	-	192,581	-	-	-	-	-	-	192,581
Debt service fund series 2014-2B	-	-	-	-	-	2,524	-	367,575	-	-	-	-	-	-	370,099
Debt service fund series 2015A-1	-	-	-	-	-	-	-	63,593	-	-	-	-	-	-	63,593
Debt service fund series 2015A-2	-	-	-	-	-	-	-	3,203	-	-	-	-	-	-	3,203
Due to general fund	-	-	-	321	-	1,974	-	-	-	-	-	-	-	-	2,295
Contract payable	-	-	-	-	-	-	-	-	-	-	-	-	3,730	-	3,730
Total liabilities	<u>6,197</u>	<u>25,559</u>	<u>-</u>	<u>321</u>	<u>-</u>	<u>4,498</u>	<u>-</u>	<u>627,849</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,730</u>	<u>-</u>	<u>668,154</u>
DEFERRED INFLOWS OF RESOURCES															
Deferred receipts	-	-	-	83,941	-	157,123	-	156,187	-	-	63,562	-	-	-	460,813
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>83,941</u>	<u>-</u>	<u>157,123</u>	<u>-</u>	<u>156,187</u>	<u>-</u>	<u>-</u>	<u>63,562</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>460,813</u>
Fund balances:															
Restricted for:															
Debt service	-	199,821	350,027	108,995	491,198	230,707	528,817	(497,245)	517,831	181,933	209,328	1,501,503	-	-	3,822,915
Capital projects	-	-	-	-	-	-	-	-	-	-	-	-	47,684	283,100	330,784
Unassigned	3,402,912	-	-	-	-	-	-	-	-	-	-	-	-	-	3,402,912
Total fund balances	<u>3,402,912</u>	<u>199,821</u>	<u>350,027</u>	<u>108,995</u>	<u>491,198</u>	<u>230,707</u>	<u>528,817</u>	<u>(497,245)</u>	<u>517,831</u>	<u>181,933</u>	<u>209,328</u>	<u>1,501,503</u>	<u>47,684</u>	<u>283,100</u>	<u>7,556,611</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 3,409,109</u>	<u>\$ 225,380</u>	<u>\$ 350,027</u>	<u>\$ 193,257</u>	<u>\$ 491,198</u>	<u>\$ 392,328</u>	<u>\$ 528,817</u>	<u>\$ 286,791</u>	<u>\$ 517,831</u>	<u>\$ 181,933</u>	<u>\$ 272,890</u>	<u>\$ 1,501,503</u>	<u>\$ 51,414</u>	<u>\$ 283,100</u>	<u>\$ 8,685,578</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 1,646,494	\$2,459,324	67%
Interest & miscellaneous	14	70	70,000	0%
Total revenues	<u>14</u>	<u>1,646,564</u>	<u>2,529,324</u>	65%
EXPENDITURES				
Administrative				
Supervisors	861	1,722	14,369	12%
Management	7,055	28,220	84,662	33%
Assessment roll preparation	1,875	7,500	22,500	33%
Audit	-	-	16,500	0%
Legal - general	2,572	5,704	25,000	23%
Legal - litigation	-	5,131	10,000	51%
Engineering	14,645	25,758	50,000	52%
Telephone	29	116	347	33%
Postage	449	797	2,000	40%
Insurance	-	17,438	16,200	108%
Printing and binding	49	198	595	33%
Legal advertising	-	-	2,000	0%
Office supplies	-	204	750	27%
Annual district filing fee	-	175	175	100%
Trustee	7,000	21,140	31,500	67%
Arbitrage rebate calculation	2,000	2,000	8,000	25%
ADA website compliance	-	210	900	23%
Contingency	1,179	1,327	10,000	13%
Total administrative	<u>37,714</u>	<u>117,640</u>	<u>295,498</u>	40%
Field management				
Field management services	952	3,808	11,424	33%
Total field management	<u>952</u>	<u>3,808</u>	<u>11,424</u>	33%
Water management				
Other contractual	19,161	41,048	204,939	20%
Fountains	27,378	76,803	168,300	46%
Total water management	<u>46,539</u>	<u>117,851</u>	<u>373,239</u>	32%
Street lighting				
Contractual services	2,477	11,107	18,000	62%
Electricity	843	3,864	10,000	39%
Capital outlay	-	-	10,000	0%
Miscellaneous	-	10,764	10,000	108%
Total street lighting	<u>3,320</u>	<u>25,735</u>	<u>48,000</u>	54%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
Landscaping				
Other contractual	54,025	275,832	875,000	32%
Improvements and renovations	-	-	50,000	0%
Contingencies	-	-	25,000	0%
Total landscaping	<u>54,025</u>	<u>275,832</u>	<u>950,000</u>	29%
Roadway maintenance				
Contractual services (street cleaning)	375	1,450	4,200	35%
Roadway maintenance	-	10,012	100,000	10%
Roadway capital outlay	-	-	40,000	0%
Total roadway services	<u>375</u>	<u>11,462</u>	<u>144,200</u>	8%
Irrigation				
Controller repairs & maintenance	53	597	50,000	1%
Other contractual-irrigation manager	-	-	54,500	0%
Supply system	8,254	49,727	471,600	11%
Capital outlay	-	209,668	-	N/A
Total irrigation	<u>8,307</u>	<u>259,992</u>	<u>576,100</u>	45%
Other fees & charges				
Property appraiser	20,941	20,941	38,427	54%
Tax collector	-	32,900	51,236	64%
Total other fees & charges	<u>20,941</u>	<u>53,841</u>	<u>89,663</u>	60%
Total expenditures and other charges	<u>172,173</u>	<u>866,161</u>	<u>2,488,124</u>	35%
Excess/(deficiency) of revenues over/(under) expenditures	(172,159)	780,403	41,200	
Fund balances - beginning	<u>3,575,071</u>	<u>2,622,509</u>	<u>2,141,491</u>	
Fund balances - ending	<u>\$ 3,402,912</u>	<u>\$ 3,402,912</u>	<u>\$ 2,182,691</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2004
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 22,488	\$ 33,600	67%
Interest	908	3,467	-	N/A
Total revenues	<u>908</u>	<u>25,955</u>	<u>33,600</u>	77%
EXPENDITURES				
Debt service				
Principal	-	-	10,000	0%
Interest	-	7,425	14,850	50%
Total debt service	<u>-</u>	<u>7,425</u>	<u>24,850</u>	30%
Other fees & charges				
Property appraiser	-	-	525	0%
Tax collector	-	449	700	64%
Total other fees & charges	<u>-</u>	<u>449</u>	<u>1,225</u>	37%
Total expenditures	<u>-</u>	<u>7,874</u>	<u>26,075</u>	30%
Excess/(deficiency) of revenues over/(under) expenditures	908	18,081	7,525	
Fund balances - beginning	198,913	181,740	175,538	
Fund balances - ending	<u>\$ 199,821</u>	<u>\$ 199,821</u>	<u>\$ 183,063</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2005
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 119,361	\$ 184,211	65%
Interest	1,131	4,267	-	N/A
Total revenues	<u>1,131</u>	<u>123,628</u>	<u>184,211</u>	67%
EXPENDITURES				
Debt service				
Principal	-	-	70,000	0%
Interest	-	74,050	98,100	75%
Total debt service	<u>-</u>	<u>74,050</u>	<u>168,100</u>	44%
Other fees & charges				
Property appraiser	-	-	2,878	0%
Tax collector	-	2,385	3,838	62%
Total other fees & charges	<u>-</u>	<u>2,385</u>	<u>6,716</u>	36%
Total expenditures	<u>-</u>	<u>76,435</u>	<u>174,816</u>	44%
Excess/(deficiency) of revenues over/(under) expenditures	1,131	47,193	9,395	
Fund balances - beginning	348,896	302,834	264,782	
Fund balances - ending	<u>\$ 350,027</u>	<u>\$ 350,027</u>	<u>\$ 274,177</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-1A
EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 358,161	0%
Interest	4	103	-	N/A
Total revenues	<u>4</u>	<u>103</u>	<u>358,161</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	110,000	0%
Interest	-	84,038	168,075	50%
Total expenditures	<u>-</u>	<u>84,038</u>	<u>278,075</u>	30%
Net change in fund balances	4	(83,935)	80,086	
Fund balances - beginning	108,991	192,930	239	
Fund balances - ending	<u>\$ 108,995</u>	<u>\$ 108,995</u>	<u>\$ 80,325</u>	

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

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-1B
EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1
FOR THE PERIOD ENDED JANUARY 31,2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 249,102	\$ 372,345	67%
Interest	1,573	5,445	-	N/A
Total revenues	<u>1,573</u>	<u>254,547</u>	<u>372,345</u>	68%
EXPENDITURES				
Debt service				
Principal	-	-	140,000	0%
Interest	-	107,831	215,663	50%
Total debt service	<u>-</u>	<u>107,831</u>	<u>355,663</u>	30%
Other fees & charges				
Property appraiser	-	-	5,818	0%
Tax collector	-	4,978	7,757	64%
Total other fees & charges	<u>-</u>	<u>4,978</u>	<u>13,575</u>	37%
Total expenditures	<u>-</u>	<u>112,809</u>	<u>369,238</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	1,573	141,738	3,107	
Fund balances - beginning	489,625	349,460	325,016	
Fund balances - ending	<u>\$ 491,198</u>	<u>\$ 491,198</u>	<u>\$ 328,123</u>	

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

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-2A
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 19,824	\$ 685,173	3%
Interest	58	292	-	N/A
Total revenues	<u>58</u>	<u>20,116</u>	<u>685,173</u>	3%
EXPENDITURES				
Debt service				
Principal	-	-	220,000	0%
Interest	-	157,350	314,700	50%
Total expenditures	<u>-</u>	<u>157,350</u>	<u>534,700</u>	29%
Excess/(deficiency) of revenues over/(under) expenditures	58	(137,234)	150,473	
Fund balances - beginning	230,649	367,941	277	
Fund balances - ending	<u>\$ 230,707</u>	<u>\$ 230,707</u>	<u>\$ 150,750</u>	

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

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-2B
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 277,126	\$ 416,404	67%
Interest	1,665	5,710	-	N/A
Total revenues	<u>1,665</u>	<u>282,836</u>	<u>416,404</u>	68%
EXPENDITURES				
Debt service				
Principal	-	-	165,000	0%
Interest	-	118,350	236,700	50%
Total debt service	<u>-</u>	<u>118,350</u>	<u>401,700</u>	29%
Other fees & charges				
Property appraiser	-	-	6,506	0%
Tax collector	-	5,537	8,675	64%
Total other fees & charges	<u>-</u>	<u>5,537</u>	<u>15,181</u>	36%
Total expenditures	<u>-</u>	<u>123,887</u>	<u>416,881</u>	30%
Excess/(deficiency) of revenues over/(under) expenditures	1,665	158,949	(477)	
Fund balances - beginning	527,152	369,868	345,296	
Fund balances - ending	<u>\$ 528,817</u>	<u>\$ 528,817</u>	<u>\$ 344,819</u>	

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

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-3 (SERIES 2005)
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 117,631	\$ 215,667	55%
Assessment levy: off-roll	-	-	650,265	0%
Interest	961	3,791	-	N/A
Total revenues	<u>961</u>	<u>121,422</u>	<u>865,932</u>	14%
EXPENDITURES				
Debt service				
Principal	-	-	290,000	0%
Interest	-	231,100	412,200	56%
Total debt service	<u>-</u>	<u>231,100</u>	<u>702,200</u>	33%
Other fees & charges				
Property appraiser	-	-	3,370	0%
Tax collector	-	2,350	4,493	52%
Total other fees & charges	<u>-</u>	<u>2,350</u>	<u>7,863</u>	30%
Total expenditures	<u>-</u>	<u>233,450</u>	<u>710,063</u>	33%
Net change in fund balances	961	(112,028)	155,869	
Fund balances - beginning	(498,206)	(385,217)	141,531	
Fund balances - ending	<u>\$ (497,245)</u>	<u>\$ (497,245)</u>	<u>\$ 297,400</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015A-1
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 155,343	\$ 231,729	67%
Assessment prepayments	-	22,366	-	N/A
Interest	1,866	8,111	-	N/A
Total revenues	<u>1,866</u>	<u>185,820</u>	<u>231,729</u>	80%
EXPENDITURES				
Debt service				
Principal	-	-	60,000	0%
Interest	-	105,775	161,550	65%
Total debt service	<u>-</u>	<u>105,775</u>	<u>221,550</u>	48%
Other fees & charges				
Property appraiser	-	-	3,621	0%
Tax collector	-	3,104	4,828	64%
Total other fees & charges	<u>-</u>	<u>3,104</u>	<u>8,449</u>	37%
Total expenditures	<u>-</u>	<u>108,879</u>	<u>229,999</u>	47%
Net change in fund balances	1,866	76,941	1,730	
Fund balances - beginning	515,965	440,890	397,122	
Fund balances - ending	<u>\$ 517,831</u>	<u>\$ 517,831</u>	<u>\$ 398,852</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015A-2
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 51,204	\$ 76,662	67%
Assessment prepayments	-	5,895	-	N/A
Interest	622	2,265	-	N/A
Total revenues	<u>622</u>	<u>59,364</u>	<u>76,662</u>	77%
EXPENDITURES				
Debt service				
Principal	-	-	30,000	0%
Interest	-	26,400	42,800	62%
Total debt service	<u>-</u>	<u>26,400</u>	<u>72,800</u>	36%
Other fees & charges				
Property appraiser	-	-	1,198	0%
Tax collector	-	1,024	1,597	64%
Total other fees & charges	<u>-</u>	<u>1,024</u>	<u>2,795</u>	37%
Total expenditures	<u>-</u>	<u>27,424</u>	<u>75,595</u>	36%
Excess/(deficiency) of revenues over/(under) expenditures	622	31,940	1,067	
Fund balances - beginning	181,311	149,993	131,157	
Fund balances - ending	<u>\$ 181,933</u>	<u>\$ 181,933</u>	<u>\$ 132,224</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015B
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 174,601	0%
Interest	886	3,531	-	N/A
Total revenues	<u>886</u>	<u>3,531</u>	<u>174,601</u>	2%
EXPENDITURES				
Financial Expenses				
Trustee fees	-	3,500	-	N/A
Total financial expenses	<u>-</u>	<u>3,500</u>	<u>-</u>	N/A
Debt service				
Interest	-	63,594	127,188	50%
Total debt service	<u>-</u>	<u>63,594</u>	<u>127,188</u>	50%
Excess/(deficiency) of revenues over/(under) expenditures	886	(63,563)	47,413	
OTHER FINANCING SOURCES/(USES)				
Transfer in	-	3,500	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>3,500</u>	<u>-</u>	N/A
Net change in fund balances	886	(60,063)	47,413	
Fund balances - beginning	208,442	269,391	201,025	
Fund balances - ending	<u>\$ 209,328</u>	<u>\$ 209,328</u>	<u>\$ 248,438</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 820,998	\$ 1,239,705	66%
Assessment prepayments	-	40,760	-	N/A
Interest	4,454	14,524	-	N/A
Total revenues	<u>4,454</u>	<u>876,282</u>	<u>1,239,705</u>	71%
EXPENDITURES				
Debt service				
Principal	-	-	700,000	0%
Interest	-	349,556	509,113	69%
Total debt service	<u>-</u>	<u>349,556</u>	<u>1,209,113</u>	29%
Other fees & charges				
Property appraiser	-	3,640	19,370	19%
Tax collector	-	16,405	25,827	64%
Total other fees & charges	<u>-</u>	<u>20,045</u>	<u>45,197</u>	44%
				N/A
Total expenditures	<u>-</u>	<u>369,601</u>	<u>1,254,310</u>	29%
Excess/(deficiency) of revenues over/(under) expenditures	4,454	506,681	(14,605)	
OTHER FINANCING SOURCES/(USES)				
Transfer in	-	44,397	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>44,397</u>	<u>-</u>	N/A
Net change in fund balances	4,454	551,078	(14,605)	
Fund balances - beginning	1,497,049	950,425	772,466	
Fund balances - ending	<u>\$ 1,501,503</u>	<u>\$ 1,501,503</u>	<u>\$ 757,861</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND EXCHANGE 2014-2 (SERIES 2005)
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date
REVENUES		
Interest & miscellaneous	\$ 224	\$ 923
Total revenues	<u>224</u>	<u>923</u>
 EXPENDITURES		
Capital outlay	-	9,298
Total expenditures	<u>-</u>	<u>9,298</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 224	 (8,375)
 OTHER FINANCING SOURCES/(USES)		
Transfers in	-	-
Total other financing sources/(uses)	<u>-</u>	<u>-</u>
 Net change in fund balances	 224	 (8,375)
Fund balances - beginning	47,460	56,059
Fund balances - ending	<u>\$ 47,684</u>	<u>\$ 47,684</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 JANUARY 31, 2024**

	Current Month	Year to Date
REVENUES		
Interest & miscellaneous	\$ 1,207	\$ 3,570
Total revenues	1,207	3,570
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	1,207	3,570
Fund balances - beginning	281,893	279,530
Fund balances - ending	\$ 283,100	\$ 283,100

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

MINUTES A

DRAFT

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

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

Present were:

Elliott Miller	Chair
Bill Klug	Vice Chair
Linda Viegas	Assistant Secretary
John Nuzzo	Assistant Secretary
William Tomazin Jr.	Assistant Secretary (appointed at meeting)

Also present:

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Joe Parisi	Developer’s Representative
Jon Phillips	Director, Foundation Operations
Ryan Hennessey	Fiddler’s Creek Director of Community Services
Aaron Haak	Fiddler’s Creek Deputy General Counsel
Jody Benet	Fiddler’s Creek Irrigation Manager
Victor Ledezma	Fiddler’s Creek Landscape Manager
Eric Mannisto	Superior Waterway Services, Inc.
Mike Barrow	GulfScapes Landscape Management
Michelle Rose	Resident
Michael Buck	Resident
Sue Leone	Resident
Scott Spitzer	Resident
Margie Cardillo	Resident
Joe Vaccaro	Resident
Nat Pappagallo	Resident
Charlene Tomazin	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

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

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

47 **This item, previously the Third Order of Business, was presented out of order.**

48 Mrs. Adams stated two comment cards were received.

49 Resident Michelle Rose discussed a home on Kumamoto that she believes is missing
50 landscaping; the home is visible across the creek from her home and the surrounding homes
51 have landscaping. She described the home and provided photos and her address to Mr. Parisi.
52 Mr. Parisi stated he will look into it. He believes it is a Developer issue.

53 Resident Michael Buck presented a handout and discussed what he thinks is a health
54 and safety concern that has been going on for some time related to the release of
55 Diatomaceous Earth in the pool water within Menaggio. He stated a pipe runs from the pool to
56 the curb gutter and then it runs 250' and drains into the lake. When filters are backflushed, the
57 water carries a white powder called DTE, a known carcinogen, down the street. The Diatomite
58 powder can cause cancers if breathed into the lungs.

59 Discussion ensued regarding how DTE is produced and treated, the preference for
60 Menaggio to stop utilizing DTE, etc.

61 Mr. Buck stated he brought this to the attention of Menaggio and, on some occasions,
62 the treatment stopped, but then resumed. Mr. Miller stated the CDD is also a victim, and he
63 thinks that Mr. Pires should advise Menaggio to rectify the problem.

64 Mr. Buck stated the concern is that wind is picking up the Diatomite powder and
65 blowing it in the air and the swale in CDD #2 property.

66 Mr. Pires discussed the question of who owns the property; he noted that, if the CDD
67 has an easement, it does not own the property. Referring to a displayed map, Staff determined
68 that the area in question is in the right-of-way (ROW) owned by the CDD.

69 Mr. Miller asked Mr. Pires to write a firm letter to Menaggio. Mr. Pires stated, given that
70 the area in question is in the CDD's ROW, the letter will be drafted, accordingly.

71 Mr. Buck was asked to email the photographs, including the dates they were taken, to
72 Mrs. Adams.

73

74 **SECOND ORDER OF BUSINESS** **Moment of Silence in Remembrance of**
75 **Vicki DiNardo**

76
77 Mr. Miller stated Ms. DiNardo was a Board Member for many years. Her passing is a
78 great loss as a Board Member and as a friend.

79 Each Board Member spoke as to Ms. DiNardo's contributions to Fiddler's Creek and the
80 Board. She was dedicated to her community and will be greatly missed as a Board Member,
81 Condominium Association member, friend, and neighbor.

82

83 **THIRD ORDER OF BUSINESS** **Public Comments: Non-Agenda Items (3**
84 **minutes per speaker)**

85
86 This item was presented following the First Order of Business.

87

88 **FOURTH ORDER OF BUSINESS** **Continued Discussion: Claim Against**
89 **Fiddler's Creek CDD #1 Regarding**
90 **Anticipatory Breach of Interlocal**
91 **Agreement [Traffic Signal Cost Sharing]**

92

93 • **Consideration of Mediated Settlement Agreement**

94 Mr. Miller stated, with regard to the litigation against CDD #1 for its anticipatory breach
95 of the Interlocal Agreement, CDD #1 filed a request for mediation, as the CDD has the statutory
96 right to do. A mediation was held.

97 Mr. Parisi noted that mediations are privileged communications.

98 Mr. Miller stated he is aware of that; he will state the result and will not divulge what
99 happened at mediation. He stated the result of the mediation was an agreement by CDD #1 to
100 concede 75% of its claim. His personal feeling is that, if CDD #2 proceeds with the litigation,
101 CDD #2 would win 100%, but to proceed, CDD #2 would incur additional attorney fees, so the
102 Mediated Settlement Agreement was made to settle for 75% in CDD #2's favor, rather than
103 continuing litigation. He stated that CDD #1 approved the Mediated Settlement Agreement,
104 and it is now before the CDD #2 Board for comment.

105 Mr. Klug motioned to table this item until the CDD #2 Board has an opportunity to meet
106 in Executive Session, with Special Counsel, to discuss the case and the Mediated Settlement
107 Agreement before undertaking a decision.

108 Discussion ensued regarding the matter.

109

110

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On MOTION by Mr. Klug and seconded by Ms. Viegas, with all in favor, tabling consideration of the Mediated Settlement Agreement, and scheduling an Executive Session with Special Counsel, was approved.

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114

115

- **Consideration of Resolution 2024-01, Declaring a Vacancy in Seat 1 on the Board of Supervisors; and Providing an Effective Date**

116

117

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

118

Mrs. Adams presented Resolution 2024-01.

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On MOTION by Mr. Klug and seconded by Mr. Nuzzo, with all in favor, Resolution 2024-01, Declaring a Vacancy in Seat 1 on the Board of Supervisors; and Providing an Effective Date, was adopted.

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- **Discussion/Consideration: Appointment of Qualified Elector Candidate to Fill Unexpired Term of Seat 1; Term Expires November 2024**

126

127

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

128

Mr. Miller stated each candidate's resume was reviewed by the Board. He asked each candidate to discuss what in their background they believe would be most relevant to the Board and what in their background would help the Board in future deliberations.

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Mr. Klug asked Mr. Pires if the Board is statutorily obligated to fill the seat, or if the seat can remain vacant until the election. Mr. Pires stated he will look up the statute, which he recalls is not very clear.

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Mr. Parisi introduced Mr. Victor Ledezma, the new Landscape Manager, who will be responsible for reviewing CDD and Foundation properties. He stated Mr. Ledezma has extensive landscaping experience, and he will be an asset to The Foundation. He will provide monthly reports going forward.

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Mr. Pires read Section 190.006, Subsection 4, as follows: "If, during the term of office a vacancy occurs, the remaining members of the Board shall fill the vacancy by an appointment for the remainder of the unexpired term." He stated that no timeframe is outlined in the Statute; his advice has always been to make an appointment within a reasonable amount of

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141

142 time. While there is no mention of sanctions, he generally recommends making an
143 appointment within 30 to 60 days.

144 Mr. Klug noted that the term for Seat 1 expires in November 2024, and whoever is
145 appointed to the seat will have to run for reelection, should they wish to retain the seat.

146 Ms. Viegas stated her seat and Mr. Nuzzo's seat are also up for election.

147 Mr. Miller asked each candidate for Seat 1 to discuss why they feel their background
148 would be helpful for the Board.

149 **A. Candidates for Vacant Seat**

150 **I. Sue Leone**

151 Resident and candidate Sue Leone discussed her background and responded to
152 questions. She stated she worked in the auto industry for 33 years; she is a people person
153 accustomed to working with all kinds of people from around the world. She is very involved in
154 the community and serves as the Homeowner's Representative on the Oyster Harbor Board.
155 She serves as the head of the Lake Committee and is the Village President at her community in
156 Michigan. She is a permanent resident for six months of the year. She has lived in Fiddler's for
157 seven years and has attended CDD, Foundation, and Oyster Harbor HOA meetings.

158 **II. Scott Spitzer**

159 Resident and candidate Scott Spitzer discussed his background and responded to
160 questions. He is a lawyer in a sole legal practice representing entrepreneurs, small businesses,
161 and growth companies, with an office in DC. He discussed his business and legal background
162 and stated he has been active in civic affairs in every community he has lived in, including
163 serving on the Winding Cypress CDD Board for about nine months. He is a full-time resident and
164 has lived in Fiddler's for approximately one month. He served in numerous positions including
165 Chair of the Planning and Zoning Board and Chair, Deputy Mayor and Mayor of Basking Ridge
166 Township, New Jersey.

167 **III. William Tomazin Jr.**

168 Resident William Tomazin Jr. discussed his background and responded to questions. He
169 and his wife Charlene have been residents for about seven years, beginning as seasonal
170 residents in Serena and now as permanent residents in Chiasso. He spent over 39 years with
171 KPMG and was an Audit Partner for 30 years. As an audit partner, his clients included Boards
172 and he worked with Board Members, Developers, and on compliance matters. He has attended

173 a few CDD meetings. He served on the National Association of Corporate Directors, the Chicago
 174 Shakespeare Theater, and serves on the Chiasso Village Board’s Finance and Fining Committees.
 175 He stated he has an understanding of the condo coach home community from living in Serena,
 176 and, making the full-time transition to Chiasso; he has experienced the growth from 2017
 177 onwards.

178

On MOTION by Ms. Viegas and seconded by Mr. Klug, with Ms. Viegas, and Mr. Klug in favor and Mr. Miller and Mr. Nuzzo dissenting, appointment of Ms. Sue Leone to Seat 1, was not approved. (Motion failed 2-2)

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On MOTION by Mr. Miller and seconded by Mr. Nuzzo, with Mr. Miller, Mr. Nuzzo and Mr. Klug in favor and Ms. Viegas dissenting, appointment of Mr. William Tomazin Jr. to Seat 1, was approved. (Motion passed 3-1)

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B. Administration of Oath of Office to Appointed Supervisor

189

Mrs. Adams, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. William Tomazin Jr. She provided an informational packet and reviewed the guidelines for interactions among Supervisors, emails, public records retention, and recordkeeping. Mr. Pires further explained the Sunshine laws, which prevent any Board Member from interacting with any other Board Member outside of a public meeting about any CDD matters or any matters that might come before the CDD Board. Mr. Pires will email further resources and PowerPoints to Mr. Tomazin.

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▪ **Consideration of Resolution 2024-02, Appointing and Removing Officers of the District and Providing for an Effective Date**

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This item, previously the Twelfth Order of Business, was presented out of order.

198

Mrs. Adams presented Resolution 2024-02. Ms. Viegas nominated the following slate:

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Chair	Elliott Miller
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Vice Chair	Bill Klug
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202

Assistant Secretary	Linda Viegas
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Assistant Secretary	John Nuzzo
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204

Assistant Secretary	William Tomazin Jr.
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205 No other nominations were made. Prior appointments by the Board for Secretary,
206 Treasurer, Assistant Treasurer, and Assistant Secretary Craig Wrathell, remain unaffected by
207 this Resolution.

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On MOTION by Ms. Viegas and seconded by Mr. Nuzzo, with all in favor, Resolution 2024-02, Appointing and Removing Officers of the District, as nominated, and Providing for an Effective Date, was adopted.

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214 **FIFTH ORDER OF BUSINESS**

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

215

216

217 Mr. Eric Mannisto, from Superior Waterways (Superior), noted the following:

218 ➤ Over the past 30 days, significant progress has been made treating torpedograss.

219 ➤ As of last week, every lake has received its January treatment. Technicians will continue
220 to monitor certain lakes.

221 ➤ Lake 90 had a problem with dead material; technicians weeded out the entire lake,
222 which took several days because it is a very large lake.

223 ➤ Littoral growth is observable in Lakes 90, 65G and 5, where SOLitude replanted. The
224 littorals might go dormant again if there is another cold snap, but they will continue to grow.

225 ➤ Torpedograss looks very similar to Saint Augustine grass; however, it grows in the water.

226 ➤ So far this month, six extra visits were performed. Additional extra visits will be
227 performed to prepare for spring and remain ahead. Rain has impacted the work because rain
228 washes off the herbicides, which can delay treatment.

229

230 **SIXTH ORDER OF BUSINESS**

**Presentation of Pesky Varmints, LLC Cane
Toad Control**

231

232

233 • **Consideration of Proposal**

234 Mr. Miller noted that cane toads move around; none live entirely on CDD property. They
235 are also a problem for The Foundation and the HOAs.

236 Ms. Viegas asked if the Board wants the vendor to make a presentation. Mrs. Adams
237 noted that the vendor will make a presentation at the March meeting if the Board would like
238 them to.

239 Mr. Miller stated he would like insight as to the extent to which the CDD can control
240 cane toads, since they move around. Mrs. Adams stated the CDD can only treat from the high-
241 water mark into the lake; anything above the high-water mark is the responsibility of others.

242 Asked why the Board is considering this, Mrs. Adams stated a resident complained
243 about cane toads by their front door. She advised that the CDD can only address issues on CDD
244 property; it will take cooperation from all parties to remedy the cane toad issue.

245 Resident Michael Buck stated he feels it is a CDD issue because the eggs are laid in the
246 lakes, and that is when they should be addressed, before they grow bigger.

247 Mr. Miller suggested it be addressed at the lake level. Mrs. Adams stated that is not the
248 only issue; residents are concerned about their pets, and, in her experience with other CDDs, it
249 takes cooperation from all parties to effectively treat cane toads.

250 Mr. Klug noted that CDD #2 cannot address the issue on a standalone basis.

251 Asked what CDD #1 has done, Mrs. Adams stated there have been no complaints about
252 cane toads. Ms. Viegas recalled hearing a woman complain about cane toads at a Foundation
253 meeting and stated Mr. Parisi indicated that it is a CDD issue, which it is not. She read from the
254 article provided by the vendor, which states that the eggs and tadpoles are in an early stage of
255 life for such a short time that it is hard to find and remove them.

256 Mr. Klug suggested exploring the possibility of a treatment at the lake level that the CDD
257 can consider applying. Ms. Viegas stated the contractor traps and removes adult cane toads,
258 they do not treat lakes according to the material they provided.

259 Discussion ensued regarding the need for a community-wide solution, for The
260 Foundation to take the lead if it wants to address it, etc.

261 This item will be removed from future agendas.

262

263 SEVENTH ORDER OF BUSINESS

Health, Safety and Environment Report

264

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

266 ➤ Concerns related to irrigation and pressure washing, etc., can be emailed to
267 Irrigation@Fiddlerscreek.com and Pressurewashing@Fiddlerscreek.com for staff response.

268 ➤ Tree Canopy Trimming: Juniper trimmed palm trees in Veneta, on Sandpiper Drive, and
269 on Fiddler's Creek Parkway in December, finishing the contract for 2023. No trimming is
270 planned for January and February, which is the same as last year.

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

272 ➤ Irrigation Projected Usage: Approximately 3.28" of rain was received in December,
273 compared to the average of 1.7". There were three rain holds in the villages and there were
274 two in the common areas. Due to the rain, total water usage was approximately 51 million
275 gallons, compared to approximately 60 million gallons in December 2022; a reduction of
276 approximately 20%.

277 ➤ Irrigation Report: There was only one repair necessary in December. The Irrigation
278 Manager made several weekend visits to address satellites that failed to communicate.

279 ➤ Pressure Washing: Sandpiper Drive is complete, and the team is working on
280 Championship Drive. The oil spill around the Veneta Fountain was addressed; the party
281 responsible for the oil spill is unknown. The map was updated for 2024.

282 Ms. Viegas asked if Mr. Benet's assistant resigned. Mr. Hennessey replied affirmatively.

283 **B. Security and Safety Update**

284 Mr. Hennessey reported the following:

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

289 ➤ Occupancy Report: Occupancy totals averaged 1,713 homes occupied in December, a
290 decrease of approximately 3%. Numbers are increasing rapidly in January.

291 ➤ Gatehouses and Patrols: Sandpiper, Championship, and the Main gates are operational
292 24 hours a day, seven days a week. There are two patrols per shift.

293 ➤ There was an increase in gate arm damage in January. Residents often try to follow the
294 previous car, rather than letting the gate come down between vehicles. Officers are usually
295 able to collect information and obtain reimbursement for the damage about 50% of the time.

296 Mr. Miller asked if sending offenders to the Fining Committee was considered. Mr. Haak
297 stated that would work if the offender were a resident; in other cases, they try to find out who
298 provided access to the individual, to pursue them for payment. Mr. Parisi stated they would go
299 to small claims court for vendors, if necessary; so far it has not been necessary.

300 Mr. Tomazin voiced his opinion that the functionality at the three gates is different and
301 asked if that has to do with the RFID. Mr. Hennessey stated it is mainly related to the angle at

302 which the RFID is placed and the type of vehicle; residents need to be patient, as some register
303 from 3' away and some register from 5' away. Mr. Parisi stated the distances also vary when
304 entering and exiting the community.

305 Mr. Hennessey stated the cost to replace a gate arm is approximately \$950; in many
306 cases, the gate arm is just knocked off, but not damaged, so it can be reinstalled.

307 ➤ Gatehouse Activity: There were approximately 2,600 daily gate entries in December, an
308 increase of approximately 7%.

309 ➤ Incidents: Open garage doors increased approximately 118%; road patrols have checked
310 on these when reported. Road patrols routinely check for any "By-Law violations" such as any
311 violations that violate community covenants.

312 ➤ Violations that are referred to the Fining Committee include parking violations and By-
313 Law violations.

314 ➤ Speed Detection and Enforcement: Both the portable and fixed speed detection devices
315 are currently being re-calibrated. They will be returned next week; since they were not in use
316 for much of December, only three violations were issued; none were referred to the Fining
317 Committee.

318 ➤ The Collier County Sheriff's Office (CCSO) advised that there were 80 extra patrols in
319 December. There were eight alarms, 14 911 hangups, 18 medical calls, and 11 traffic stops.

320 ➤ A Safety Committee Meeting was held two weeks ago; last week a synopsis was sent to
321 keep residents informed.

322 Mr. Klug stated a lot of dirt bike activity in the nature area behind Museo has been
323 reported. He asked what steps have been taken to discourage that activity and asked if where
324 the bikers are coming from is known. Mr. Hennessey stated the area in question is near Museo
325 just off the end of Fiddler's Creek Parkway. "No Trespassing" signs were purchased for the area;
326 the CCSO was made aware of the issue, and trail cameras will be used to identify the ATVs and
327 dirt bikes. There are numerous points of entry off US41, and dirt bikes require a very small
328 opening to get in. It is unlikely that many, if any, dirt bikes are coming from within the
329 community.

330 Ms. Viegas asked how often the Traffic Hawks are re-calibrated. She stated they seemed
331 to be out of service for a long time. Mr. Hennessey stated he will have them re-calibrated
332 annually; they were out of service longer than he expected. He is unsure of the cost.

333

334 **EIGHTH ORDER OF BUSINESS****Developer's Report/Update**

335

336 Mr. Miller asked how many homes were sold in Oyster Harbor. He also asked for the
337 status of the next Halvorsen payment.

338 Mr. Parisi stated he will have Mr. Haak email the sales office for the number of homes
339 sold.

340 Mr. Cole stated the permit has not been received yet, so the criteria for the Halvorsen
341 payment has not yet been met. Mr. Parisi asked Mr. Cole to send the permit to him when it is
342 received, so that he can forward it to Halvorsen.

343 Mr. Parisi reported and discussed the following:

344 ➤ Development continues in both Oyster Harbor and Dorado.

345 ➤ The construction compound is still under an SIP filed yesterday, under Mr. Cole's office,
346 so that additional storage structures can be added.

347 ➤ The golf clubhouse is still under construction.

348 ➤ A discussion will be held with Mr. Cole regarding the Environmental Resource Permit
349 (ERP). The construction needed for the golf course renovation requires some modification; Lake
350 70, which has been added, will incorporate various lakes on the north side of the golf course
351 that are part of Hidden Cove and Live Oaks. Connections to other lakes in the community will
352 be made and water management areas will be revised with no negative impact. Mr. Cole will
353 discuss the details. Mr. Pires will discuss the need for an Agreement.

354 ➤ Golf course renovations will begin on April 1, 2024.

355 ➤ The north marina construction, which is not on CDD property, will begin in mid to late-
356 March, with projected completion in December.

357 ➤ The Dog Park contracts are being finalized. This is a Foundation matter; construction
358 updates and a schedule will be provided when available.

359 ➤ He and Mr. Cole are finalizing the Agreement with the irrigation construction manager
360 for the Baseline system. When the contract is finalized, a conceptual design of the various
361 communities will be presented, beginning with older communities. Final design and costs will
362 be developed, financing options will be presented, etc. As the project progresses, a better
363 timetable will be provided to the Board.

364 ➤ The Gator Grille 2 plans are still with the Architect; the design is not yet complete. The
365 spa on the second floor is still under design; permits are not yet issued. It is difficult to estimate
366 when Gator Grille 2 will be completed, particularly due to the boardwalk extension around the
367 side of the lake; the permitting process takes months and major work must be done outside of
368 season. Approximately 60 parking spaces will be added to the parking lot.

369 Ms. Viegas asked about the cupola at the Championship gatehouse. Mr. Parisi stated he
370 heard the same issue from others, and someone is looking into it.

371

372 **NINTH ORDER OF BUSINESS**

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

373

374

375 Mr. Cole discussed the following:

376 ➤ Regarding the Traffic Signal Permit, the Florida Department of Transportation (FDOT) is
377 in the process of approving the insurance certificate submitted by the contractor last week. He
378 does not know how long it will take for approval; it could be 30 days.

379 Mr. Cole distributed a handout titled "Fiddler's Creek CDD 1 & 2 Proposed
380 Improvements Summary" regarding the ERP and the South Florida Water Management District
381 (SFWMD) permit modifications, prepared by Grady Minor. Mr. Pires will draft an Agreement of
382 Understanding as to the Developer and Engineer requirements related to the CDDs, as specified
383 in the permit modifications. The CDDs will be the holder of the permits, as the Operation &
384 Maintenance (O&M) entity for the SFWMD permits.

385 Mr. Cole reviewed the areas on the map and what basins were in each area on the golf
386 course, Live Oaks, and Hidden Cove.

387 Grady Minor, who prepared the handout, will do the work necessary to update the
388 permits required. He is satisfied with Grady Minor's progress; there are no negative impacts to
389 the CDD.

390 Mr. Pires stated he has concerns but they can all be covered in the Agreement. The CDD
391 is responsible for compliance with the permits.

392 Discussion ensued regarding the need to indemnify the CDDs, liability for compliance,
393 and the Developer's responsibilities for insurance and maintenance.

394 Mr. Pires recommended authorizing him to work with Staff to develop the Agreement,
395 which will be reviewed at the next meeting. The consensus was to proceed.

396 ➤ Paver repairs in Amaranda were completed.

397 ➤ The Amador swale project work is underway. He met with the contractor yesterday, and
398 the work is projected to be completed within the next month.

399 Mr. Klug stated numerous Ficus hedges were cut down and numerous stumps and
400 hedges were left behind. Mr. Cole stated two contractors are involved; GulfScapes took the
401 Ficus down, and Juniper removed the stumps. A series of stumps were removed and replaced
402 with Clusia; however, a series of stumps could not be removed due to their proximity to the
403 guardrail. Clusia will be planted to hide the stumps. Mrs. Adams stated she saw Ficus stumps
404 this morning that were not behind a guardrail. Mr. Cole will inspect the area after the meeting.

405 ➤ A proposal was requested for the nice, elegant pedestrian crossing signs. He will follow
406 up with Lykins-Signtek and get a signed contract for the previously approved signs.

407 • **Consideration of Napier Sprinkler, Inc. Proposal #e1182 for Lake Erosion Repairs**

408 Mr. Cole presented the Napier Sprinkler, Inc., proposal for installation of riprap in the
409 County canal referred to as Lakes 65F and 65G. One location is at the north end on the south
410 side of Campanile Circle; the other is at the south end in Menaggio Court.

411 Ms. Viegas asked if the proposal is still valid since it is dated September 12, 2023. Mr.
412 Cole said that date is incorrect because the proposal was just received in December.

413 Ms. Viegas asked why the machine cost is different in each lake repair. Mr. Cole believes
414 it is due to the number of technicians and the number of hours needed for each repair.

415

416 **On MOTION by Mr. Miller and seconded by Mr. Nuzzo, with all in favor, Napier**
417 **Sprinkler, Inc. Proposal #e1182 for Lake Erosion Repairs, in the amount of**
418 **\$6,530.46, was approved.**

419

420

421 • **Consideration of Filter Socks Purchase for Protection of Storm Drain Systems**

422 Mr. Miller asked about the purpose of filter socks. Mr. Cole stated it was recommended
423 that the CDD have filter socks on hand in case there is an irrigation water main break. The filter
424 sock would be put in place to prevent debris and sand from clogging the drains.

425 It was confirmed that the cost of \$556 would be split with CDD #1.

426 Mrs. Adams stated, according to the regular percentage shared cost split based on the
427 number of households in each CDD, CDD #1 pays 55% and CDD #2 pays 45%.

428 Mr. Cole stated CDD #2's share of the total aggregate cost would be \$250.20.

429 Mr. Miller stated this expense is unanimously approved.

430 ➤ The Museo Drive valley gutters are having an issue holding water; a survey crew will
431 survey the area and request a proposal. This item is on the list, but not critical.

432

433 **TENTH ORDER OF BUSINESS** **Consideration of Resolution 2024-01,**
434 **Declaring a Vacancy in Seat 1 on the Board**
435 **of Supervisors; and Providing an Effective**
436 **Date**

437

438 This item was presented following the Fourth Order of Business.

439

440 **ELEVENTH ORDER OF BUSINESS** **Discussion/Consideration: Appointment of**
441 **Qualified Elector Candidate to Fill**
442 **Unexpired Term of Seat 1; Term Expires**
443 **November 2024**

444

445 **A. Candidates for Vacant Seat**

446 **I. Sue Leone**

447 **II. Scott Spitzer**

448 **III. William Tomazin Jr.**

449 **B. Administration of Oath of Office to Appointed Supervisor**

450 This item was presented following the Fourth Order of Business.

451

452 **TWELFTH ORDER OF BUSINESS** **Consideration of Resolution 2024-02,**
453 **Appointing and Removing Officers of the**
454 **District and Providing for an Effective Date**

455

456 This item was presented following the Fourth Order of Business.

457

458 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Collier Paving & Concrete,**
459 **Divisions of Southern Striping Solutions,**
460 **LLC Proposal #23-713 [Chiasso Court**
461 **Milling and Resurfacing]**

462

463 Mr. Cole stated the area is about 20 years old and the pavement is very rough. Mr. Cole

464 recalled that a homeowner alleged that their grandchildren fell when riding scooters because of

465 the condition of the pavement. Upon inspection, it appears to have been a cold application of
466 the asphalt which is not holding together; the only way to repair it is milling and repaving. Mr.
467 Cole stated the proposal cost is \$37,108.60. Mr. Cole was asked if it was bid. He said it is hard to
468 get anyone to bid.

469 Mr. Cole distributed a second proposal related to Sandpiper Drive sidewalk repairs for
470 \$26,859.11.

471 Mr. Parisi expressed support for bringing in other bidders and offered some additional
472 contractors who can provide alternate bids. He noted that Collier Paving does a good job.

473 Mr. Cole stated he will obtain additional proposals, but it can be difficult getting
474 contractors for small jobs. Additional proposals cannot be presented until the next meeting,
475 and there are potential tripping hazards on Sandpiper Drive, which are marked.

476 Discussion ensued regarding Collier Paving and obtaining more bids.

477 Ms. Viegas raised concern about exclusions in both proposals not included in the price.
478 Mr. Cole will request additional bids.

479 This item will remain on the agenda.
480

481 **FOURTEENTH ORDER OF BUSINESS**

**Discussion/Consideration of Sophistico
Floors Corp, D/B/A Sophistico Construction
Irrigation Pump House #2 Construction
Contract**

482
483
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485
486 Mr. Miller stated this is a sizeable contract of \$168,000. Last month a version of the
487 contract with no warranty was presented; his suggestion was that Mr. Pires draft a new
488 Agreement. Mr. Pires stated this is his draft of the 13-page Agreement, which includes all of Ms.
489 Viegas' edits.

490 Mr. Miller asked if Sophistico's financials were reviewed. Mr. Cole said no. He stated
491 Sophistico was the only bidder; they are a licensed and insured bidding contractor.

492 Ms. Viegas stated she would like the minutes to reflect that the Board has approved a
493 motion and has continually asked for any contracts, especially of this size, to be submitted one
494 week in advance. This contract was received electronically after 4:00 p.m., on Friday, and in
495 hard copy days later. Since she knew of the urgency of approving this contract, she worked on
496 the contract immediately and found several errors and noted that the Warranty section was
497 not included. Multiple emails were sent between Ms. Viegas, Mr. Pires and Mr. Cole outlining

498 and addressing all her concerns; Mr. Cole supplied a standard format for the Warranty section.
499 She reiterated that the Board needs the courtesy of receiving agreements a week in advance in
500 order to do a thorough review. Mr. Miller agreed and thanked Ms. Viegas for her work on the
501 contract.

502 Mr. Miller asked if any Staff members checked the insurance policies and advised about
503 the coverages. He asked that it be done in the future. Mr. Cole stated his understanding is that
504 these are the standard insurance coverages required by the CDD on typical CDD contracts; the
505 contractors provide insurance certificates for these amounts.

506 Mr. Pires noted that the CDDs are named as an additional insured; he added data
507 breach and cybersecurity coverage due to the increasing risk of such issues.

508 Mr. Tomazin asked if there is a list of approved contractors. Mr. Parisi stated the
509 Developer engages a company to conduct a review each time and they bid every project, given
510 the nature of long-term projects, annual updates to insurance certificates, contractor changes,
511 etc.

512 Mr. Miller voiced his opinion that the District Engineer should do this, as they have
513 access to the contractors. Mr. Cole stated he found Sophistico from Jonathan Walsh, who is
514 working on multiple projects for the Developer. Mr. Miller asked for the financial background
515 and information to be included in future proposals.

516 Mr. Cole stated he is obtaining the building permit for the roof replacement. Some
517 negative comments were received from the County regarding the permit application in
518 December. The pumphouses were constructed over 20 years ago, and the Federal Emergency
519 Management Agency (FEMA) elevation requirements have since changed, which caused the
520 permit application to be rejected. The good news is that the electrical components are above
521 the FEMA elevation requirement now, but flood vents must be installed at the pumphouses.
522 Work is underway to have the architect add those to the drawings and have Sophistico price it;
523 the cost will increase by a minor amount. The revised drawings from the architect will be
524 resubmitted to the County.

525 Mr. Cole reminded the Board that the roof was taken off the pumphouse and the
526 equipment was installed in November; however, it is still several months from completion. He
527 and Mr. Benet spoke with Metro PSI, who performs maintenance on the pumphouses. Metro
528 PSI suggested putting a temporary canopy on the pumphouse until the new roof is installed.

529 Mr. Cole suggested it may be a metal canopy similar to a carport, which will be an additional
530 cost.

531 Mr. Cole asked if there are any other questions or comments for Mr. Pires regarding the
532 contract with Sophistico.

533

On MOTION by Mr. Miller and seconded by Mr. Nuzzo, with all in favor, the Sophistico Floors Corp, D/B/A Sophistico Construction Irrigation Pump House #2 Construction Contract, was approved.

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539 Mr. Miller reiterated that, in the future, all contracts, financial statements, and details
540 regarding insurance should be provided one week in advance.

541

542 **FIFTEENTH ORDER OF BUSINESS**

Continued Discussion/Consideration of Replacement of Seventeen (17) Temporary Signs in Aviamar and Veneta with Permanent Decorative Signs

543

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547 With regard to the Lykins-Signtek proposal, Ms. Viegas asked what happened to the
548 follow up on the missing signs. Mr. Cole was supposed to check the standards as reflected in
549 the previous meeting minutes and on the Action Items List. Mr. Parisi was supposed to have his
550 Engineer check the locations of the missing signs.

551 Mr. Parisi and Mr. Cole felt that they had updated the Board. Ms. Viegas explained that
552 there are two different groups of signs; this one is replacement of the temporary signs, and the
553 other is the addition of missing signs. Two proposals from Lykins-Signtek were discussed. The
554 missing signs will remain as an open item.

555

556 **SIXTEENTH ORDER OF BUSINESS**

Consideration of Resolution 2024-03, Implementing Section 190.006(3), Florida Statutes, and Requesting that Collier County Supervisor of Elections begin Conducting the District's General Elections; Providing for Compensation; Setting forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date

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566 Mrs. Adams presented Resolution 2024-03. The following change was made to
567 Resolution 2024-03:

568 Section 1: Change “vacant” to “held by William Tomazin, Jr.”
569

570 **On MOTION by Mr. Klug and seconded by Mr. Nuzzo, with all in favor,**
571 **Resolution 2024-03, as amended, Implementing Section 190.006(3), Florida**
572 **Statutes, and Requesting that Collier County Supervisor of Elections begin**
573 **Conducting the District’s General Elections; Providing for Compensation;**
574 **Setting forth the Terms of Office; Authorizing Notice of the Qualifying Period;**
575 **and Providing for Severability and an Effective Date, was adopted.**

576
577

578 **SEVENTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of December 31, 2023**

579
580

581 Ms. Viegas stated she sent three questions to Mrs. Adams and will wait for her
582 response.

583 Ms. Viegas stated that she wants the Board to know that the holiday lights approved for
584 the Sandpiper entrance were only lit for a week and then they were off. Per her request for
585 Mrs. Adams to obtain a refund or not pay the second half of the bill, Mrs. Adams was able to
586 obtain a \$500 credit; however, she thinks the CDD should have received more because the
587 lights were off more than half the time. As the agreement has an option for two more years,
588 Ms. Viegas wants something added so, if this happens again, the CDD receives more of a credit.
589 Mrs. Adams stated she has not processed the credit yet and is working on the issue.

590 Mr. Miller noted that the CDD can exercise its option not to renew. Mrs. Adams said
591 there are many other vendors.

592 Asked if he is satisfied with Synovus Bank, Mr. Adams stated he will be when the first
593 interest earnings arrive in January.

594 The financials were accepted.
595

596 **EIGHTEENTH ORDER OF BUSINESS**

**Approval of December 13, 2023 Regular
Meeting Minutes**

597
598

599 Mr. Miller asked if Mr. Parisi ever heard back about the number of Oyster Harbor homes
600 sold. Mr. Parisi stated 265 homes have closed, not counting those closing within the next day or

601 so. Seven or eight are under construction now and, once they close, he is unsure when the next
602 ones will enter the construction phase.

603

**On MOTION by Mr. Klug and seconded by Mr. Tomazin, with all in favor, the
December 13, 2023 Regular Meeting Minutes, as presented, were approved.**

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608 **NINETEENTH ORDER OF BUSINESS**

Action/ Agenda or Completed Items

609

610 Items 11, 12, 14 were completed.

611 Item 13: Ms. Viegas stated both the original letter and follow up letter were requested
612 and have not been received from Mr. Pires.

613 Item 8: Mr. Pires suggested the extension of license agreements be extended to March.

614

615 **TWENTIETH ORDER OF BUSINESS**

Staff Reports

616

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

618 There was no report.

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

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

- 621 ○ **QUORUM CHECK**

622 All Supervisors confirmed their attendance at the February 28, 2024 meeting.

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

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

625 It was noted that the Special Counsel must request an Executive Session.

626

627 **TWENTY-FIRST ORDER OF BUSINESS**

Adjournment

628

629 There being nothing further to discuss, the meeting adjourned at 12:05 p.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

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

MINUTES B

DRAFT

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

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The Board of Supervisors of the Fiddler’s Creek Community Development District #2 held a Special Meeting and Attorney-Client Executive Session on February 7, 2024 at 9:00 a.m., at the Fiddler’s Creek Club and Spa, Osprey Room, 3470 Club Center Boulevard, Naples, Florida 34114.

Present at the meeting were:

Elliott Miller	Chair
Bill Klug	Vice Chair
Linda Viegas	Assistant Secretary
John Nuzzo	Assistant Secretary
William Tomazin Jr.	Assistant Secretary

Also present:

Chuck Adams	District Manager
Ric Reyes	Special Counsel
Court Reporter	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:00 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.

THIRD ORDER OF BUSINESS

OPEN SPECIAL MEETING

The Special Meeting commenced.

FOURTH ORDER OF BUSINESS

ANNOUNCE ATTORNEY-CLIENT EXECUTIVE SESSION/RECESS SPECIAL MEETING

40 The Attorney-Client Executive Session was announced.

41 The Special Meeting recessed at 9:01 a.m.

42

43 **FIFTH ORDER OF BUSINESS**

**COMMENCEMENT OF EXECUTIVE SESSION
(Closed to the Public by Law)**

44

45

46 The Attorney-Client Executive Session commenced at 9:01 a.m.

- 47 • **Executive Session Regarding: Fiddler’s Creek Community Development District #2 v. Fiddler’s Creek Community Development District #1, Case No. 11-2023-CA-001612-001-XX Pending Litigation**

50

51 **SIXTH ORDER OF BUSINESS**

**ADJOURN ATTORNEY-CLIENT EXECUTIVE
SESSION/RECONVENE SPECIAL MEETING**

52

53

54 The Attorney-Client Executive Session adjourned at 9:38 a.m., and the Special Meeting
55 reconvened.

56

57 **SEVENTH ORDER OF BUSINESS**

**Consideration of Matters Related to
Fiddler’s Creek Community Development
District #2 v. Fiddler’s Creek Community
Development District #1, Case No. 11-
2023-CA-001612-001-XX**

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64 **On MOTION by Mr. Klug and seconded by Mr. Miller, with all in favor,
65 instructing Special Counsel to decline the settlement offer, was approved.**

66

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68 Mr. Reyes stated he will provide CDD #1’s Counsel with an update.

69 Mr. Miller asked if there is any implied obligation on his part to vote for the settlement
70 because he appeared at the mediation session. Mr. Reyes stated there is not.

71

72 **EIGHTH ORDER OF BUSINESS**

**Discussion/ Consideration: Board Member
Availability to Reschedule May 22, 2024
Regular Meeting to May 29, 2024 at 10:00
AM**

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Mr. Adams proposed rescheduling the May 22, 2024 Regular Meeting to May 29, 2024 at 10:00 AM.

On MOTION by Mr. Klug and seconded by Mr. Nuzzo, with all in favor, rescheduling the May 22, 2014 meeting to May 29, 2024, was approved.

NINTH ORDER OF BUSINESS

NEXT MEETING DATE: February 28, 2024 at 8:00 A.M. [Regular Meeting]

The next meeting will be held on February 28, 2024.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Klug and seconded by Mr. Nuzzo, with all in favor, the Special Meeting adjourned at 9:45 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

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

**ACTION/AGENDA
ITEMS**

FIDDLER'S CREEK CDD #2

#	MTG DATE ADDED TO LIST	ACTION/ AGENDA Or BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	08.25.21	ACTION	Staff: RE: Assessment increase: Mailed Notice & public notices should be an agenda item for Board review & editing prior to mailing.	X			
2	01.25.23	BOTH	Mr. Cole: Reconvene irrigation team to discuss irrigation system installation update.	X			
3	03.22.23	ACTION	Mr. Cole: Inspect location in Museo that might need a geotube repair for lake bank erosion. 10.25.23: Mr. Cole: Inspect area again.	X	X		
4	05.31.23	ACTION	Auditor: Provide DRAFT AUDIT for early review in 2024	X			
5	06.28.23	ACTION	Mr. Cole: Ask Grady Minor why approx 30 locations of Pedestrian crossings that need signs were on the plan. Ascertain if Manual on Uniform Traffic Control Devices (MUTCD) requires signs. Mr. Pires: Advise Board if the CDD has liability.	X			
6	08.23.23	ACTION	Mr. Pires: Submit a formal demand to SOLitude for cleanup costs.	X			
7	10.25.23	ACTION	Mr. Nott: Inspect the areas replanted by SOLitude and report status.			X after 01.24.24 mtg	
8	10.25.23	ACTION	Mr. Pires: Work with Vice Chair to authorize further extension of license agreements to 01.31.24. 01.24.24: Mr. Pires suggested extension of license agreements be extended to March.	X			
9	10.25.23	ACTION	Mr. Cole: Check Grady Minor's plans regarding sign specifications.	X			
10	10.25.23	ACTION	Mr. Cole: Research if use of bond funds for traffic signal on US41 set a precedent.	X			
11	12.13.24	ACTION	Mr. Pires: Send follow up letter to SOLitude demanding reimbursement in return in the amount of \$9,302.58. 01.24.24: Mr. Pires: Email original letter & follow up letters to Board.	X			
12	01.24.24	ACTION	Mr. Pires: Draft Agreement of Understanding re: Developer & Engineer requirements related to CDDs, as specified in the permit modifications.	X			
13	01.24.24	ACTION	All Staff: Provide all Agreements and Contracts to Board one week in advance of meeting date.	X			
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**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* CANCELED	Regular Meeting	10:00 AM
December 13, 2023*	Regular Meeting	10:00 AM
January 24, 2024	Regular Meeting	10:00 AM
February 7, 2024	Special Meeting and Attorney-Client Executive Session	9:00 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: February 28, 2024
SUBJECT: Monthly Status Report – Field Operations

May Board Meeting: Chairman Mr. Miller has a conflict with the May 22nd Board meeting, and is requesting that the Board consider moving the meeting to Wednesday, May 29th @ 10:00 am due to a conflict. This is an agenda item for Board’s discussion/consideration.

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

Landscape Contract: Your current Landscape Contract with GulfScapes expired on January 31, 2024. Staff is in the process of updating the contract for bidding purposes, and it will be provided to the Board for review/editing prior to going out to RFP. GulfScapes has not requested any increases and will continue until the bidding process has been completed. And as in the past, Staff will bid the project in sections.

Fiscus Hedge Trimming: Trimming of the Fiscus hedges adjacent to Museo Circle as well as Creative Lane commenced the week of December 11th. Hedge cut back of three to four feet of the top and cutting back of the sides of the hedge, that is overgrown. Creative Lane trimming has been completed with Museo Circle to be completed no later than March 1st weather permitting. Note: This exercise to be addressed again during the growing season 2024.

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

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

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

Note: Schedule not provided for Oyster Harbor and Aviamar

Irrigation Gate Valves: As discussed during the September meeting, Aqua-Matic has been directed to inspect all gate valves to ensure they are performing properly. Proposal for Field review by Aqua-Matic have not yet been received. Staff reached out again on Tuesday, February 20th for an update/reminder.

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

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

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

Bank Restoration Projects: As approved during the January 24th meeting, the contract with Naper Sprinkler, Inc. has been executed at a cost of \$6,530.46 to repair/restore lake bank 65F and 65G. Updates to be provided by District Engineer Terry Cole.

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

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

Note: Staff spoke with Trimmers on February 15th at which time they indicated that they would be providing a \$750.00 credit against the \$3K contract agreement. Staff awaiting revised invoice for processing.

- **Proposal Request:** Staff has reached out to Trimmers Holiday Décor with a quote request, as discussed during last month's meeting.

Street Light/Sign Post: As discussed during the December 13th meeting; Florida Painters bid of \$82,375.00 will be consider during budget considerations for the Fiscal Year 2024/25. As a reminder, Lykins Sign-Teks bid was \$212,180.00.

Menaggio Illicit Pool Discharge: As requested during the January meeting, District Attorney Tony Pires contacted Cardinal Management on February 6th, with Cardinal Management acknowledging. Tony Pires to provide an update to the Board during your February meeting.

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

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

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

Invoicing November/December: \$1,195.54.

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