FIDDLER’S CREEK

COMMUNITY DEVELOPMENT

DISTRICT #2

REGULAR MEETING AGENDA

April 24, 2019
April 17, 2019

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

Dear Board Members:

The Board of Supervisors of the Fiddler’s Creek Community Development District #2 will hold a Regular Meeting on April 24, 2019 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. Special Counsel Update

4. Health, Safety and Environment Report

5. Developer’s Report/Update


7. Consideration of Non-Disturbance and Encroachment Agreement [Oyster Harbor at Fiddler’s Creek, Phase 2, Lot 154]

8. Discussion/Consideration: Gate Operator Replacement Estimates
   A. IQ, LLC, Estimate #4852
   B. AV Tech Estimate #19045

9. Discussion: District Counsel Memorandum Regarding Posting of Signs At or Around CDD #2 Ponds/Lakes Warning/Alligators

10. Discussion/Consideration: Proposed Irrigation Maintenance Services Agreement with The Foundation

11. Acceptance of Unaudited Financial Statements as of March 31, 2019
12. Consideration of Minutes
   A. March 21, 2019 Emergency Meeting
   B. March 23, 2019 Continued Meeting
   C. March 27, 2019 Regular Meeting
   D. March 27, 2019 Joint Irrigation Workshop

13. Staff Reports
   A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
   B. District Manager: *Wrathell, Hunt and Associates, LLC*
      i. 898 Registered Voters in District as of April 15, 2019
      ii. NEXT MEETING DATE: May 22, 2019 at 10:00 A.M.
   C. Operations Manager: *Wrathell, Hunt and Associates, LLC*

14. Supervisors’ Requests

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
FIDDLER’S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2

7
Parcel Number: 64752000967

NON-DISTURBANCE AND ENCROACHMENT AGREEMENT
[OYSTER HARBOR AT FIDDLER'S CREEK, PHASE 2, LOT 154]

WHEREAS, Taylor Morrison of Florida, Inc., a Florida corporation ("Owner"), is the owner of that certain real property more particularly described as OYSTER HARBOR AT FIDDLER'S CREEK, PHASE 2, LOT 154, according to the plat thereof recorded at Plat Book 61, Pages 22-27, inclusive of the Public Records, Collier County, Florida (the "Property"); and

WHEREAS, the FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 ("District"), whose mailing address is c/o Anthony P. Pires, Jr., Woodward, Pires & Lombardo, P.A., 3200 North Tamiami Trail, Suite 200, Naples, Florida, 34103, is the Grantee/Holder ("Grantee") of the drainage easements ("D.E.") depicted and described on the plat of OYSTER HARBOR AT FIDDLER'S CREEK, PHASE 2, according to the plat thereof recorded at Plat Book 61, Pages 22-27, inclusive of the Public Records, Collier County, Florida (the "Plat") by virtue of the Plat; and,

WHEREAS, the Property is encumbered by a D.E. in favor of the District (the "FCCDD Easement"); and,

WHEREAS, Owner has requested permission to encroach upon the FCCDD Easement in order to install a Paver Door Pad (the "Improvements"; depicted on the attached Exhibit "A") in a portion of said FCCDD Easement, to which District has agreed, subject to the terms and conditions hereof; and

WHEREAS, the encroachment is limited to the Paver Door Pad (the "Encroachment"), as described on the attached Exhibit "B"; and

WHEREAS, District does not release any FCCDD Easement ownership or other rights it has in and to the FCCDD Easement.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.

2. District hereby acknowledges and agrees for itself, its successors and assigns, that, subject to the conditions, terms and limitations herein contained and as noted on the attached Exhibits "A" and "B": it will not exercise its rights to require removal of the Improvements; and, it will authorize the construction and placement of the Improvements in the FCCDD Easement, as described and depicted on the attached Exhibits "A" and "B"; while retaining its rights as outlined herein; and, in the event, once constructed, such Improvements are damaged or destroyed, any similar replacement improvements (provided such replacement improvements do not expand or extend any encroachment any further in, on, under or into the FCCDD Easement), subject to the Owner's compliance with the terms hereof. Owner shall obtain all permits and approvals of all appropriate governmental agencies.

3. Except as provided in Paragraph 2, above, Owner agrees not to further encroach upon District's FCCDD Easement.

4. The Owner and Taylor Morrison of Florida, Inc., after the sale of the Property to a third party, warrant and represent that the Improvements will not interfere with the District's use of the FCCDD Easement nor inconvenience the District in the District's use of the FCCDD Easement. In the event that the District damages the Improvements in connection with carrying out its maintenance responsibilities within the FCCDD Easement, Owner and Taylor Morrison of Florida, Inc., after the sale of the Property to a third party, agree to hold the District harmless from and against all losses, claims, suits, expenses, damages, liabilities, costs, fees (including attorneys' fees and costs) and charges, including but not limited to damages caused to the Improvements and all of the facilities located within the FCCDD
Easement, (collectively "Damages") to the extent that such Damages would not have been incurred but for the Encroachment.

5. If requested by District, Owner does hereby agree to reimburse District for all reasonable attorneys’ fees and engineering fees incurred incident to the preparation and execution of this Agreement.

6. Owner, its successors and assigns, and Taylor Morrison of Florida, Inc., after the sale of the Property to a third party, hereby agree to and do indemnify and hold harmless the District, its elected and appointed officers, employees and/or agents, from any and all claims, loss, cost, expense and/or suits whatsoever for Damages to property and/or injuries to persons, including death, and from all actions, judgments, court costs, attorneys’ fees, fees of experts and witnesses, and from all other direct and/or related expenses arising out of the construction, installation, use, existence, maintenance, repair, relocation and/or removal of the above described Improvements, except to the extent attributable to the negligence or wrongful intentional acts of the District or its agents not authorized by this Agreement.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and/or assigns.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement on this ___ day of ___________, 2019.

WITNESSES

[Sign, Witness #1]
[Print, Witness #1]

STATE OF FLORIDA
COUNTY OF __________

The foregoing Non-Disturbance and Encroachment Agreement was acknowledged before me this ___ day of ___________, 2019, by ________________, ___________________, Taylor Morrison of Florida, Inc., who is personally known to me or has produced ___________________________ ____________ as identification.

__________________________
Signature of Notary Public

__________________________
Name of Notary Printed, Typed or Stamped
My Commission Expires:
ATTEST:

__________________________________  FIDDLER'S CREEK COMMUNITY
By:________________________________
DEVELOPMENT DISTRICT #2

By:________________________________
Elliot Miller, its Chairman

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Non-Disturbance and Encroachment Agreement was acknowledged before me this
___ day of ____________, 2019, by Elliot Miller, as Chairman, on behalf of the Fiddler's Creek
Community Development District #2 who is personally known to me or has produced
________________________________ as identification.

________________________________
Signature of Notary Public

________________________________
Name of Notary Printed, Typed or Stamped
EXHIBIT “B” TO NON-DISTURBANCE AND ENCROACHMENT AGREEMENT

The Encroachment is limited to a Paver Door Pad that encroaches three (3) feet into the DE on Lot 154, as depicted in the drawing, Exhibit “A” to the Non-Disturbance and Encroachment Agreement.
OYSTER HARBOR AT FIDDLER'S CREEK PHASE 2
A SUBDIVISION LOCATED IN SECTION 13,
TOWNSHIP 51 SOUTH, RANGE 26 EAST, AND
A REPLAT OF A PORTION OF TRACT "L-5" AND TRACT "OS-2"
OF OYSTER HARBOR AT FIDDLER'S CREEK PHASE 1
PLAT BOOK 57, PAGES 47 THROUGH 52, COLLIER COUNTY, FLORIDA.

NOTICE

This Plat, as recorded in its graphic form, is
the official depiction of the subdivided lands
described herein and will in no circumstances
be supplant in authority by any other
graphic or digital form of the plat. There
may be additional restrictions that are not
recorded on this plat that may be found in
the public records of this county.

ACKNOWLEDGMENT

This Plat, as recorded in its graphic form, is
the official depiction of the subdivided lands
described herein and will in no circumstances
be supplant in authority by any other
graphic or digital form of the plat. There
may be additional restrictions that are not
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PLAT BOOK 57, PAGES 47 THROUGH 52, COLLIER COUNTY, FLORIDA.
OYSTER HARBOR AT FIDDLER'S CREEK PHASE 2
A SUBDIVISION LOCATED IN SECTION 13,
TOWNSHIP 51 SOUTH, RANGE 26 EAST, AND
A REPLAT OF A PORTION OF TRACT "L-5" AND TRACT "OS-2"
OF OYSTER HARBOR AT FIDDLER'S CREEK PHASE 1
PLAT BOOK 57, PAGES 47 THROUGH 52, COLLIER COUNTY, FLORIDA.
Please include as an agenda item for both District’s for discussion/consideration. Please include the email as well.

Best Regards –

Cleo Adams
Assistant Regional Manager
Wrathell, Hunt & Associates, LLC
9220 Bonita Beach Road
Suite #214
Bonita Springs, FL 34135
(239) 989-2939 (M)

From: Shane Willis <WillisS@fiddlerscreek.com>
Sent: Saturday, April 13, 2019 2:55 PM
To: Cleo Adams <crismondc@whhassociates.com>
Cc: Valerie Lord <lordv@fiddlerscreek.com>; Ron Albeit <albeitr@fiddlerscreek.com>; Tony DiNardo <dinardot@gulfbay.com>
Subject: Gate Operator Replacement Estimates

Good Afternoon,

We have acquired two estimates for the gate operator replacement as requested by the CDDs. The following is a summary.

New IQ Estimate $61,880.00 plus 7% sales tax of $4,331.60. Total $66,211.60
Facts
- New IQ has a tremendous reputation in the Gated Community Security field
- 10 Stocked Trucks
- 2-year Lift Master limited warranty
- All other parts, labor and installation have a New IQ warranty for 1 year
- 24-hour response for emergencies (verbal company policy)
- No current relationship with Fiddler’s Creek
- 50% due upfront, remainder due upon completion

AV Tech Estimate Total $60,750 (does not includes sales tax)
Facts
- AV Tech has been working with us in Fiddler’s Creek for about 6 months and has done a great job working with the outdated legacy equipment while
keeping the gates operational
- Guarantee a 6-hour response for an emergency in writing and met expectations for service
- 5-year service agreement, includes 2-year warranty on labor, parts & installation
- 2-year Lift Master limited warranty
- Provided a $7500.00 discount as a result of our current service agreement for parts & labor
- Fiddler's Creek would be their “preferred” client and receive expedited service as a result
- 50% due upfront, remainder due upon completion

We understand this is a CDD decision and we will support whatever decision the Board reaches.

Respectfully,
Shane Willis
Director of Safety, Health & Environment
The Club & Spa at Fiddler's Creek
8152 Fiddler's Creek Parkway
Naples, Florida 34114
Tel. 239-732-9300 | Direct 239-241-2518
willisS@fiddlerscreek.com
FIDDLER’S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2

8A
**Name / Address**

<table>
<thead>
<tr>
<th>Fiddler's Creek</th>
<th>8152 Fiddlers Creek Parkway</th>
</tr>
</thead>
<tbody>
<tr>
<td>Naples, FL 34114</td>
<td></td>
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</table>

**Date Estimate #**

<table>
<thead>
<tr>
<th>Date</th>
<th>Estimate #</th>
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<tbody>
<tr>
<td>3/18/2019</td>
<td>4852</td>
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</tbody>
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**Terms P.O. #**

| Good for 30 Days |

**Description**

<table>
<thead>
<tr>
<th>Customer Request:</th>
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<tbody>
<tr>
<td>Please provide an estimate to replace our old Barrier Arm Operators and Accessories at the (3) entrances to the community; the Main, the Championship and the Construction. We would like the pricing broken out separately by location.</td>
</tr>
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</table>

**Scope of Work:**

At each location we will remove and store the existing Barrier Arms. We will label and pull back the cabling and remove the old operators. We will break up an haul away the concrete mounting pads. We will trench, form and route the conduits and cables into new concrete pads for the new operators. We will furnish and install (15) LiftMaster Mega-Arm Tower Barrier Arm Operators with (6) at the Main Gate, (3) at the Champions Gate and (6) at the Construction Gate. We will furnish and Install new Loop Detectors for Free Exit and Safety/Close as required along with EVAC receivers for Emergency Vehicle Access. We will reconnect all cabling and re-attach the barrier arms for each operator. We will then thoroughly test each operator.

**Please Note:**

We will assume to use the existing 120Vac electric for the equipment. If not, additional expenses will apply. We will assume to use the existing cabling for the equipment. If not, additional expenses may apply. We will assume to use the existing In-Ground Loops for the new Loop Detectors. If not, additional expenses will apply.

**Warranty Information:**

LiftMaster Mega-Arm Carries a 2 Year Commercial Manufacturers Limited Warranty. All other parts, labor and installation are warranted by New IQ for a period of 1 Year from installation date.

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost (Type)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Gates: *** $24,730.00 Plus Tax ***</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mega Arm Tower High Performance Barrier Gate Operator, w/850LM Receiver *** (2) Entry &amp; (4) Exit ***</td>
<td>6</td>
<td>2,095.00</td>
</tr>
<tr>
<td>Loop Detector, Single Channel, Dual Relay, 12/24Vdc *** (6) Safety Close, (2) Free Exit &amp; (2) Arming ***</td>
<td>10</td>
<td>135.00</td>
</tr>
<tr>
<td>Reno 11 Pin Relay Base</td>
<td>10</td>
<td>25.00</td>
</tr>
<tr>
<td>EVAC Receiver, 24Vdc, SA Collier *** Emergency Vehicle Access *** (RED)</td>
<td>2</td>
<td>130.00</td>
</tr>
<tr>
<td>Concrete Pads and Pours *** Break up and Haul Exiting Pads ***</td>
<td>6</td>
<td>250.00</td>
</tr>
<tr>
<td>Concrete Pad for Barrier Arm Operator, 24&quot;x24&quot;x24&quot;, Trenched and Framed with Conduit</td>
<td>6</td>
<td>350.00</td>
</tr>
<tr>
<td>Conduit, Couplers, Sweeps, J-Boxes and Pull Boxes</td>
<td>6</td>
<td>75.00</td>
</tr>
<tr>
<td>Installation Services - Install, Setup, and Configure all above items</td>
<td>1</td>
<td>6,250.00</td>
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<tr>
<th>Subtotal</th>
<th>Sales Tax (7.0%)</th>
<th>Total</th>
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**Customer Signature** ________________________________
New IQ, LLC  
28210 Old US 41  
Suite 305  
Bonita Springs, Fl. 34135  
239 919-5654

Date Estimate # 
3/18/2019 4852

**Name / Address**
Fiddler's Creek  
8152 Fiddlers Creek Parkway  
Naples, FL 34114

<table>
<thead>
<tr>
<th>Terms</th>
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**Description**

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<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
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<tbody>
<tr>
<td>Championship Gates: *** $12,550.00 Plus Tax ***</td>
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<tr>
<td>Mega Arm Tower High Performance Barrier Gate Operator, w/850LM Receiver *** (1) Entry &amp; (2) Exit ***</td>
<td>3</td>
<td>2,095.00</td>
<td>6,285.00T</td>
</tr>
<tr>
<td>Loop Detector, Single Channel, Dual Relay, 12/24Vdc *** (3) Safety/Close, (1) Free Exit &amp; (2) Arming ***</td>
<td>6</td>
<td>135.00</td>
<td>810.00T</td>
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<tr>
<td>Reno 11 Pin Relay Base</td>
<td>6</td>
<td>25.00</td>
<td>150.00T</td>
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<tr>
<td>EVAC Receiver, 24Vdc, SA Collier *** Emergency Vehicle Access *** (RED)</td>
<td>1</td>
<td>130.00</td>
<td>130.00T</td>
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<tr>
<td>Concrete Pads and Pours *** Break up and Haul Existing Pads ***</td>
<td>3</td>
<td>250.00</td>
<td>750.00T</td>
</tr>
<tr>
<td>Concrete Pad for Barrier Arm Operator, 24&quot;x24&quot;x24&quot;, Trenched and Framed</td>
<td>3</td>
<td>350.00</td>
<td>1,050.00T</td>
</tr>
<tr>
<td>Conduit, Couplers, Sweeps, J-Boxes and Pull Boxes</td>
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<td>75.00</td>
<td>225.00T</td>
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<tr>
<td>Installation Services - Install, Setup, and Configure all above items</td>
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<td>3,150.00</td>
<td>3,150.00T</td>
</tr>
<tr>
<td>Construction Gates: *** $24,600.00 Plus Tax ***</td>
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<tr>
<td>Mega Arm Tower High Performance Barrier Gate Operator, w/850LM Receiver (3) Entry - Bi-Part + Single and (3) Exit Bi-Part + Single</td>
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<td>2,095.00</td>
<td>12,570.00T</td>
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<tr>
<td>Loop Detector, Single Channel, Dual Relay, 12/24Vdc, or 24Vac *** (6) Safety Close &amp; (4) Free Exit</td>
<td>10</td>
<td>135.00</td>
<td>1,350.00T</td>
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<tr>
<td>Reno 11 Pin Relay Base</td>
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<td>250.00T</td>
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<td>250.00</td>
<td>1,500.00T</td>
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<td>6</td>
<td>350.00</td>
<td>2,100.00T</td>
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<tr>
<td>Conduit, Couplers, Sweeps, J-Boxes and Pull Boxes</td>
<td>6</td>
<td>75.00</td>
<td>450.00T</td>
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<tr>
<td>Installation Services - Install, Setup, and Configure all above items</td>
<td>1</td>
<td>6,250.00</td>
<td>6,250.00T</td>
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Excluded:
- Any electrical outlets or extensions needed (not specified above)
- Non-standard cable runs, i.e. Runs requiring concrete boring (not specified above)
- Any required conduit, raceways, or underground locations (not specified above)
- Any Directional Boring or Jetting under roadway (not specified above)
- Paver removal and reinstallation will be done by others
- Any equipment, devices, accessories, wiring, etc. not listed above
- Permits (if required)

Please sign, date, and return this copy to Service@new-iq.com.  
50% of total is required to order parts and materials.  
Final 50% is due upon completion of job.

Customer Signature _________________________________________

| Subtotal | $61,880.00 |
| Sales Tax (7.0%) | $4,331.60 |
| Total | $66,211.60 |
FIDDLER’S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2

8B
**ESTIMATE**

**ADDRESS**  
Fiddlers Creek CDD-1  
9220 Bonita Beach Road  
Suite #214  
Bonita Springs, FL 34135

**SHIP TO**  
Fiddlers Creek CDD-1  
9220 Bonita Beach Road  
Suite #214  
Bonita Springs, FL 34135

**ESTIMATE # 19045**  
**DATE** 03/08/2019

**SCOPE**  
41 Entry - Barrier Gates

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>
| 03/08/2019 | **Gate and Access Control Service Call: Gate and Access Control Labor Service**  
             Replace existing Barrier Gate Tower.  
             -Resident Entrance  
             -Guest Entrance  
             -Guest Exit  
             -Resident Exit  
             Includes removal of old towers. Wiring, Labor and Hardware.  
             New Concrete Pad.  
          | 6                           | 3,450.00 | 20,700.00 |
| 03/08/2019 | **Gate and Access Control Service Call: Gate and Access Control Labor Service**  
             Wire and Install EVAC per code requirement UL325.  
          | 6                           | 350.00  | 2,100.00 |
| 03/08/2019 | **Gate and Access Control Service Call: Gate and Access Control Labor Service**  
             Wire and Install Photobeam per code requirement UL325.  
             Includes:  
             Photobeam w/ Mount  
             Weatherproof cover  
             Mounting Steak  
             Reflector  
             Loop Detectors  
          | 6                           | 750.00  | 4,500.00 |
| 03/08/2019 | **Discount**  
             Service Agreement Discount for Parts and Labor  
          | 6                           | -500.00 | -3,000.00 |

*This discount is due to the fact we hold a full 5 year service agreement with Fiddler's Creek.*  

**TOTAL**  
$24,300.00
We guarantee an 6 hour response time to service agreement.

AV-Tech provides a 2 year warranty on labor. All Components come with a 2 year manufacturer's warranty on parts.

Monthly servicing and maintenance on gate systems will still be covered under the service agreement in place.

Accepted By

Accepted Date
**SCOPE**

Championship Entry-Barrier Gates

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
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<td>03/08/2019</td>
<td>Gate and Access Control Service Call: Gate and Access Control Labor Service</td>
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<td>3,450.00</td>
<td>10,350.00</td>
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<td>Replace existing Barrier Gate Towers.</td>
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<td>- Entrance</td>
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<td>- 1st Exit</td>
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<td>- 2nd Exit</td>
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<td>Includes removal of old towers. Wiring, Labor and Hardware.</td>
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<td>New Concrete Pad.</td>
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<td>03/08/2019</td>
<td>Gate and Access Control Service Call: Gate and Access Control Labor Service</td>
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<td>Wire and Install EVAC per code requirement UL325.</td>
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<td>Includes:</td>
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<td>Photobeam w/ Mount</td>
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<td>Weatherproof cover</td>
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<td>Mounting Steak</td>
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<td></td>
<td>Reflector</td>
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<td></td>
<td>Loop Detectors</td>
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*This discount is due to the fact we hold a full 5 year service agreement with Fiddler's Creek.*

**We guarantee an 6 hour response time to service agreement.**

**TOTAL**

$12,150.00
AV-Tech provides a 2 year warranty on labor. All Components come with a 2 year manufacturer's warranty on parts. Monthly servicing and maintenance on gate systems will still be covered under the service agreement in place.

Accepted By

Accepted Date
### ESTIMATE

**ADDRESS**
Fiddlers Creek CDD-1  
9220 Bonita Beach Road  
Suite #214  
Bonita Springs, FL 34135

**SHIP TO**
Fiddlers Creek CDD-1  
9220 Bonita Beach Road  
Suite #214  
Bonita Springs, FL 34135

**ESTIMATE #** 19023  
**DATE** 03/08/2019

**SCOPE**
Main Entrance - Barrier Gates

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<td>-Guest Entrance</td>
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<td>-Guest 1st Exit</td>
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<td>-Guest 2nd Exit</td>
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<td>Includes removal of old towers. Wiring, Labor and Hardware.</td>
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<td>Photobeam w/ Mount</td>
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<td>Loop Detectors</td>
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</table>
**This discount is due to the fact we hold a full 5 year service agreement with Fiddler's Creek.**

** We guarantee an 6 hour response time to service agreement

***AV-Tech provides a 2 year warranty on labor. All Components come with a 2 year manufacturer's warranty on parts. Monthly servicing and maintenance on gate systems will still be covered under the service agreement in place.

TOTAL $24,300.00

Accepted By

Accepted Date
FIDDLER’S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2

9
MEMORANDUM

TO: Board of Supervisors, Fiddler’s Creek Community Development District #2 (CDD#2) (WPL #10438-14864)
FROM: Anthony P. Pires, Jr, District Counsel
DATE: April 8, 2019
RE: Alligators: Posting of signs at or around CDD#2 ponds/lakes warning/alligators

ISSUE

Based upon recent discussion, until and unless judicially, legislatively or administratively determined to the contrary, the following is our opinion based upon facts provided to date, subject to revision, as to the posting of signs at or around CDD#2 ponds/lakes warning of the presence of alligators and/or warning people to avoid feeding, approaching or harassing alligators.

1. Once a governmental entity in Florida such as CDD#2 builds or takes control of property or an improvement, including a pond/lake, it has the same common law duty as a private landowner to properly operate and maintain the property. In addition, the CDD#2 has a duty to warn of any dangerous conditions, of which the CDD#2 knows or should have known, on property or improvements it builds, takes control of, operates, maintains or acquires.

The general rule in Florida is that a governmental entity such as the CDD#2 has a common law duty to operate and maintain the facilities it owns or controls in a safe manner, i.e., to keep its facilities in a reasonably safe condition and warn the public of any dangerous conditions of which CDD#2 knows or should have known.

2. With regards to wild animals, as stated in Palumbo v. State Game and Fresh Water Fish Com’n, 487 So. 2d 352 (1st DCA 1986):

"The law of Florida does not require the owner or possessor of land to anticipate the presence of or to guard an invitee or trespasser against harm from wild animals unless one of two conditions exists: the animal has been reduced to possession, or the animal is not indigenous to the locality but has been introduced onto the premises. Appellees1 had not reduced the alligator

1 The state agencies that were being sued in the trial court.
to possession before the attack, and since alligators are indigenous to Florida, appellees were not required to have the alligator under dominion and control."

And,

"Generally speaking, in Florida, the law does not require the owner or possessor of land to anticipate the presence of or guard an invitee against harm from animals Ferae naturae unless such owner or possessor has reduced the animals to possession, harbors such animals, or has introduced onto his premises wild animals not indigenous to the locality.

See Wamser v. City of St. Petersburg, 339 So.2d 244, 246 (Fla. 2d DCA 1976); Hanrahan v. Hometown America, LLC, 90 So. 3d 915, 917-918 (Fla. 4th DCA 2012).

"The ferae naturae doctrine traces its roots back to the Roman Empire where wild animals were presumed to be owned by no one specifically, but by the people generally. Hanrahan v. Hometown Am., LLC, 90 So. 3d 915, 918 (Fla. 4th 2012). It takes into account the unpredictability and uncontrollability of wild animals."


Further, as stated in a trial court order:

"Florida law imposes no duty on landowners to anticipate the presence of or to guard against harm from wild animals unless the animal is not indigenous to the locality but has been introduced onto the premises by the landowner, the landowner harbors the animal, or the animal has been reduced to possession of the landowner. Palumbo v. State of Florida Game and Fresh Water Fish Commission, 487 So. 2d 352 (Fla. 1st DCA 1986)(no duty existed where an alligator attacked a swimmer in a recreational lake on a university campus); Hanrahan v. Hometown America, LLC, 90 So. 3d 915, 917-918 (Fla. 4th DCA 2012)(no duty existed where a mobile home park resident died after an attack by red ants); Wamser v. City of St. Petersburg, 339 So. 2d 244, 246 (Fla. 2d DCA 1976)(no duty existed where a shark killed a swimmer in the waters off one of the city’s beaches)."

See Joiner v. Wal-Mart Stores, Inc., 2015 WL 8552225 (Fla. Cir. Ct., 7th Circuit; Trial Order)

3. As noted in the excerpt above from the Palumbo opinion, alligators are indigenous to Florida. I am not aware of any facts nor have any facts been provided to me that any alligators in any of the CDD#2 ponds/lakes in the boundaries of CDD#2 have been introduced onto the premises by CDD#2 or that CDD#2 harbors alligators or that any alligators have been reduced to possession by CDD#2.
4. When alligators in any of the CDD#2 ponds/lakes in the boundaries of CDD#2 have been reported as "nuisance" alligators\(^2\) or there is or has been an on-going "alligator removal" program, the placement of clear warning signs at and/or around the CDD#2 ponds/lakes indicating the presence of alligators, and danger attendant thereto, would be appropriate, as noted below.

**SUMMARY AND RECOMMENDATION**

In summary, based upon the foregoing, it is our opinion, until and unless determined to the contrary in any judicial or administrative proceeding or legislative enactment or by additional or different facts:

A. CDD#2 is generally not required to post signs at and/or around the CDD#2 ponds/lakes warning of the presence of alligators and to avoid feeding them.

B. However, if CDD#2 is aware of alligators in the ponds/lakes, the placement of clear warning signs at and/or around the CDD#2 ponds/lakes indicating the presence of alligators, and danger attendant thereto, is appropriate, recommended and helpful in defending the CDD#2 from claims that could arise in the event an incident with an alligator occurred at and/or around a CDD#2 pond/lake. See attached examples of signs, found at the FWC website.

CC: Board of Supervisors
Attachments

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\(^2\) Generally, an alligator may be considered a nuisance if it is at least four feet in length and is believed to pose a threat to people, pets or property. See [https://myfwc.com/wildlifehabitats/wildlife/alligator/snap/](https://myfwc.com/wildlifehabitats/wildlife/alligator/snap/). A useful brochure can be found at [https://myfwc.com/media/1690/alligator-brochure.pdf](https://myfwc.com/media/1690/alligator-brochure.pdf). (see attached)
Statewide Nuisance Alligator Program

The Statewide Nuisance Alligator Program (SNAP) is administered by the FWC’s Division of Hunting and Game Management. SNAP is one of five components of Florida’s comprehensive Alligator Management Program. Its mission is to address complaints concerning alligators.

Persons with concerns about an alligator may call our toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286). When someone concerned about an alligator calls the Nuisance Alligator Hotline, we will dispatch one of our contracted nuisance alligator trappers to resolve the situation. Generally, an alligator may be deemed a nuisance if it is at least four feet in length and the caller believes it poses a threat to people, pets or property.

SNAP uses contracted nuisance alligator trappers throughout the state to remove alligators from locations where they are unwanted or unwelcome. If a complaint meets the qualifying criteria, SNAP will issue a permit to a contracted nuisance alligator trapper authorizing the removal of the animal.

Complainants must be able to grant legal access to the property on which the alligator is located. SNAP does not permit the removal of nuisance alligators from private or publicly managed property without first obtaining permission from the property owner or management authority.

In 2017, SNAP received 13,210 nuisance alligator complaints resulting in the removal of 8,455 nuisance alligators.

Program News and Information

New! Create awareness of the possible presence of alligators in ponds and canals with these signs.

- **Don’t Feed Alligators!**
- **Be Alert!**

What is a nuisance alligator?
Generally, an alligator may be considered a nuisance if it is at least four feet in length and is believed to pose a threat to people, pets or property.

Why aren’t small alligators removed?
Alligators less than 4 feet in length are not large enough to be dangerous unless handled. They eat fish, frogs and other small animals. Typically, they are not large enough to be a threat even to small pets. The mere presence of a small alligator is not cause for concern. Occasionally, alligators less than 4 feet in
length are legitimate problems and must be addressed. If an alligator less than four feet in length is a concern, call the Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).

**Why does the FWC not relocate nuisance alligators in Florida?**
Florida has a healthy and stable alligator population. We have about 1.3 million alligators in Florida. Alligators live in all 67 counties, and they inhabit all wild areas of Florida that can support them. The removal of nuisance alligators does not have a significant impact on our state’s alligator population.

Relocated alligators often try to return to their capture site. They can create problems for people or other alligators along the way. If an alligator successfully returns, capturing it again would be necessary and likely more difficult the second time.

To avoid creating a problem at the release site, nuisance alligators would need to be relocated to remote areas where they would not encounter people. These remote areas already have healthy alligator populations, and the ones that already live there have established social structures. The introduction of a new alligator to these areas would likely cause fighting, possibly resulting in the death of a resident alligator or the introduced alligator.

Read  
- [How do I apply to be a nuisance alligator trapper?](https://myfwc.com/wildlifehabitats/wildlife/alligator/snap)  
- [Human-Alligator Incident Fact Sheet](https://myfwc.com/wildlifehabitats/wildlife/alligator/snap)  
- [Alligator Bite Statistics](https://myfwc.com/wildlifehabitats/wildlife/alligator/snap)  
- [Nuisance Alligator Harvest Summary](https://myfwc.com/wildlifehabitats/wildlife/alligator/snap)  
- [Living With Alligators and Crocodiles](https://myfwc.com/wildlifehabitats/wildlife/alligator/snap)  
- [Nuisance Crocodiles](https://myfwc.com/wildlifehabitats/wildlife/alligator/snap)
Living with Alligators PSA

To report nuisance alligators call: 866-FWC-Gator (866-392-4286)

Alligator Management Program

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Fish and Wildlife Research Institute

FWC Alligator Research Publications
Statewide Nuisance Alligator Program | Florida Fish and Wild...

The Commission

About
The Commission
Commission Meetings
Wildlife Alert
Calendar of Events
Outlook E-mail

Links

Technical Help
Americans with Disabilities
EEO/AA
Privacy Statement
Sitemap

Florida Fish and Wildlife Conservation Commission • Farris Bryant Building
620 S. Meridian St. • Tallahassee, FL • (850) 488-4676
Copyright 1999 - 2019 State of Florida

Pursuant to section 120.74, Florida Statutes, the Fish and Wildlife Conservation Commission has published its 2018 Agency Regulatory Plan.
Never feed alligators – it’s dangerous and illegal. When fed, alligators can overcome their natural wariness and learn to associate people with food. When this happens, some of these alligators have to be removed and killed.

Dispose of fish scraps in garbage cans at boat ramps and fish camps. Do not throw them into the water. Although you are not intentionally feeding alligators when you do this, the result can be the same.

Seek immediate medical attention if you are bitten by an alligator. Alligator bites can result in serious infections.

Observe and photograph alligators only from a distance. Remember, they’re an important part of Florida’s natural history as well as an integral component of aquatic ecosystems.

To report nuisance alligators call 866-FWC-GATOR (866-392-4286).
Do not swim outside of posted swimming areas or in waters that may be inhabited by alligators.

Living with Alligators

In Florida, the growing number of people living and recreating near water has led to a steady rise in the number of alligator-related complaints. The majority of these complaints relate to alligators being where they simply aren’t wanted. Because of these complaints, the Florida Fish and Wildlife Conservation Commission’s Statewide Nuisance Alligator Program permits the killing of approximately 7,000 nuisance alligators each year. Using this approach, and through increased public awareness, the rate of alligator bites on people has remained constant despite the increased potential for alligator-human interactions as Florida’s human population has grown.

Alligators are a fundamental part of Florida’s wetlands, swamps, rivers and lakes, and they are found in all 67 counties. Florida continues to experience human population growth. Many new residents seek waterfront homes, resulting in increased interactions between people and alligators.

Although most Floridians understand that we have alligators living in our state, the potential for conflict exists. Because of their predatory nature, alligators may target pets and livestock as prey. Unfortunately, people also are occasionally bitten. Since 1948, Florida has averaged about five unprovoked bites per year. During that period, a little more than 300 unprovoked bites to people have been documented in Florida, with 22 resulting in deaths.

In the past 10 years, the Florida Fish and Wildlife Conservation Commission has received an average of nearly 16,000 alligator-related complaints per year. Most of these complaints deal with alligators occurring in places such as backyard ponds, canals, ditches and streams, but other conflicts occur when alligators wander into garages, swimming pools and golf course ponds. Sometimes, alligators come out of the water to bask in the sun or move between wetlands. In many cases, if left alone, these alligators will eventually move on to areas away from people.

Safety Tips

- Generally, alligators less than four feet in length are not large enough to be dangerous unless handled. However, if you encounter any alligator that you believe poses a threat to people, pets or property, call the Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286). Please be aware, nuisance alligators are killed, not relocated.

- Be aware of the possibility of alligators when you are in or near fresh or brackish water. Bites may occur when people do not pay close enough attention to their surroundings when working or recreating near water.

- Do not swim outside of posted swimming areas or in waters that might be inhabited by large alligators.

- Alligators are most active between dusk and dawn. Therefore, avoid swimming at night.

- Dogs and cats are similar in size to the natural prey of alligators. Don’t allow pets to swim, exercise or drink in or near waters that may contain alligators. Dogs often attract an alligator’s interest, so do not swim with your dog.

- Leave alligators alone. State law prohibits killing, harassing or possessing alligators. Handling even small alligators can result in injury.
A Guide to Living with Crocodiles
The American crocodile, bottom left, has a narrow, tapered snout. The alligator, top right, has a broad, rounded snout.

American Crocodiles in Florida

Historically, the American crocodile lived in coastal areas of the southern third of Florida and was found as far north as Charlotte County on the Gulf Coast and in the lower Indian River on the Atlantic Coast. While crocodiles are found along the coasts of Mexico, Central and South America and the Caribbean, Florida is the only place in the United States where people can see crocodiles in the wild. They most commonly occur in brackish and saltwater habitats, such as ponds, coves and tidal creeks lined with mangroves. Crocodiles also can be found inland in freshwater habitats due to South Florida’s extensive canal system.

The Florida population of the American crocodile is a conservation success story. Listed as an endangered species in 1975, crocodile numbers have since recovered from just a few hundred individuals to as many as 2,000, not including hatchlings. The Florida population is now classified as threatened by the U.S. Fish and Wildlife Service.

Crocodile sightings have increased as the result of their recovery along with the growing number of people spending time on or near the waters of South Florida. Due to the American crocodile’s shy and reclusive nature, conflicts between them and people are extremely rare in Florida. However, as with any predatory animal, people should use caution when near them.

As an imperiled species continuing to recover, American crocodiles must be managed responsibly by balancing the primary consideration of public safety with the recovery needs of crocodiles.
If You See a Crocodile

For American crocodiles to continue their recovery, people must be willing to co-exist with this unique native species when possible. The presence of a crocodile is no reason for immediate concern. Often, the best course of action is to leave the crocodile alone.

A crocodile may be seen laying on shore exhibiting a behavior known as basking. While basking, it may have its mouth open. However, there is no cause for alarm as the crocodile is only regulating its body temperature. As with all reptiles, crocodiles need to bask to raise their core body temperature, which boosts their metabolism.

Natural prey items for crocodiles include fish, reptiles, birds, and small mammals. Animals that resemble their natural prey, such as dogs and cats, are more susceptible to being bitten by crocodiles when in or near the water.

People can safely co-exist with crocodiles by adhering to the following safety tips.

Safety Tips

- Swim only in posted swimming areas.
- Swim only during daylight hours. Crocodiles are most active between dusk and dawn.

A crocodile’s fourth tooth on its lower jaw is exposed when the mouth is closed.
Fencing can successfully separate pets from possible crocodile interactions.

- Do not allow pets to swim, exercise, or drink in water that may contain crocodiles as they closely resemble natural prey items of crocodiles. Always keep pets at a safe distance from the water.
- Use fencing or other barriers to separate your pets and family from crocodiles.
- Leave crocodiles alone. State and federal law prohibits killing, harassing or possessing crocodiles.
- When observing or photographing crocodiles, always keep a safe distance from them.
- Never feed crocodiles – it is illegal. When fed, crocodiles may become used to people and may be more likely to become a nuisance.
- Inform others that feeding crocodiles is illegal and can create problems for people recreating in or near the water.
- Dispose of fish scraps only in designated waste containers. Discarding scraps in the water may attract crocodiles.
- Feeding other aquatic wildlife such as ducks, fish and turtles also can attract crocodiles by attracting potential prey animals.
What is it?

**Crocodile**
- Grayish green on its back
- If present, dark stripes on tail and body
- Fourth tooth on lower jaw exposed when mouth is closed
- Narrow tapered snout

**Alligator**
- Black coloring on its back
- If present, light stripes on tail and body
- Fourth tooth on lower jaw not exposed when mouth is closed
- Broad, rounded snout
If you are concerned about a crocodile in your area, call **1-866-FWC-GATOR** (1-866-392-4286).

For more information on crocodiles, visit **MyFWC.com/Crocodile**.

Sonya & Freddy Marante

Printed on recycled content. 02/2018
Alligators and snakes live in most Florida waterways. Use caution and keep your distance.
DON’T FEED ALLIGATORS!

Feeding alligators is dangerous and illegal.

To report fish and wildlife violations, call 888-404-3922
SERVICE AGREEMENT
FIDDLER’S CREEK CDD 2 MAINTENANCE
Irrigation Maintenance – Fiddler’s Creek Foundation, Inc.

THIS SERVICE AGREEMENT (“Agreement”) is made and entered into this ___ day of _______ 2018 by and between Fiddler’s Creek Foundation, Inc., whose address is 8156 Fiddler’s Creek Parkway, Naples, FL 34114 (the “Contractor”) and Fiddler’s Creek Community Development District 2, a community development district established pursuant to Chapter 190, Florida Statutes, with an address c/o Wrathell, Hunt and Associates, LLC, 9220 Bonita Beach Road, Suite 214, Bonita Springs, FL 34135 (the “District”).

WHEREAS, the District is responsible for the programming, operation and maintenance of the irrigation systems within the District as depicted on the attached Exhibit “A” (the “District Property”); and

WHEREAS, the Contractor has represented to the District that it possesses all of the necessary licenses, skill, knowledge and personnel necessary to competently perform all of the services necessary to program, operate and maintain the District's irrigation systems as more fully described on the attached Exhibit “B” (the “Services”); and

WHEREAS, the Contractor has represented to the District that it has physically inspected the existing conditions of the District Property and is aware of and is knowledgeable to the current conditions based its proposal thereon.

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

1. The above recitals are true and correct and incorporated herein.

2. The Contractor agrees that the Services shall be performed annually and shall include all labor, materials and equipment necessary to perform the Services. The Services shall be performed safely and in a good and workmanlike manner. The Contractor’s personnel shall be properly trained and licensed (when required for the Services being performed). The Contractor shall be responsible to apply for, obtain and pay for all permits or development orders necessary to begin and perform the work. The Contractor shall perform all work in strict compliance with all applicable statutes, rules, laws, ordinances and regulations.

3. The District agrees to pay the Contractor, as full and complete compensation for the performance and completion of the Services, the sum of Fifty Thousand and no/100 Dollars ($50,000.00) annually, which sum represents the not-to-exceed price for the Services (“Compensation”). The District shall pay the Compensation within thirty (30) days of completion of the Services and submission of an invoice therefor and following an inspection of the District Property by a District representative and a Contractor representative.

4. Within three (3) business days of the date of execution of this Agreement, and prior to the commencement of the Services, the Contractor shall provide the District with Certificates of Insurance for the following: (a) Worker’s Compensation – Statutory amount of coverage, noting the District as an additional insured; (b) Automobile Liability coverage; and (c) Commercial General

Service Agreement (Irrigation Maintenance)
Fiddler’s Creek CDD2
Page 1 of 7
Liability coverage providing coverage for bodily injury, property damage and personal injury, with applicable limits of liability being not less than One Million Dollars ($1,000,000) bodily injury (each occurrence); and Two Million Dollars ($2,000,000), in the aggregate, and noting the District as an additional insured. The Contractor shall maintain such insurance for the duration of this Agreement. The Contractor shall ensure that subcontractors, if any, who provide any part of the Services shall have and maintain the same levels of insurance as the Contractor and provide the District with Certificates of Insurance evidencing same.

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

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

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

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

   (a) Keep and maintain public records required by the District to perform the Services.

   (b) Upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

   (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the District.

   (d) Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the Services. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District’s custodian of public records, in a format that is compatible with the information technology
systems of the District.

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

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

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

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

12. Term; Termination

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

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

   (c) The District reserves the right to terminate this Agreement if the Services are not performed in a satisfactory manner as determined in the sole and absolute discretion of the District, and the Contractor has failed to complete it within thirty (30) calendar days after receiving written notice thereof from the District.

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

      (i) Stop all Services on the date and to the extent specified in the notice of termination.

      (ii) Place no further orders or subcontract for materials, services, facilities.

      (iii) Terminate all orders and subcontracts.

Service Agreement (Irrigation Maintenance)
Fiddler’s Creek CDD2
Page 3 of 7
(iv) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts.

(v) Deliver to the District waivers and releases of liens and/or satisfaction of liens, for all labor, materials and supplies provided prior to the effective date of the notice of termination.

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

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

13. Notices

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

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

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

With a copy to:
Anthony P. Pires, Esq.
3200 North Tamiami Trail, Suite 200
Naples, FL 34103
Tel: (239) 649-6555
Fax: (239) 849-7342
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

ATTEST:

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT 2

By: ________________________________

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

By: ______________________________________

Anthony DiNardo, as President and not individually

[The Remainder of this Page is Intentionally Left Blank.]
EXHIBIT “A”

District Property
EXHIBIT “B”

The Services

- Daily monitoring of communication to Toro satellites from central computer.
- Ensuring that all components in the satellite are operating properly.
- Adjusting programs and adding irrigation programs into central.
- Troubleshooting central computer and satellite controllers.
- Making necessary repairs and adjustments to maintain the central and satellite systems in proper working condition.
- If materials and equipment are available and if appropriate, making minor repairs in the field (costs will be billed to system component owner); otherwise, reporting non-functioning components to the service providers engaged by the owner of the malfunctioning system component.
- Compiling and submitting reports and records on status of all systems.
- Conducting visual inspection of properties and water usage of pumps.
- Conducting inventory of parts, supplies and equipment of irrigation systems.
- Conducting quarterly (4/yr) inspections of all satellites.
- Providing detailed report on condition of all software, hardware, mechanical parts and equipment prior to first anniversary date of the Agreement.
- Communicating with management, sub-contractors etc. regarding status of system.
- Complying with all applicable state and local water restrictions and water permitting usage.
- Interpreting irrigation plans and locating irrigation valves, satellites and wiring.
- Training Safety Department staff in emergency responses (such as turning valves off and/or water sources) to irrigation breaks and malfunctions for immediate action when needed.
SERVICE AGREEMENT
FIDDLER’S CREEK CDD 2 MAINTENANCE
Irrigation Maintenance – Fiddler’s Creek Foundation, Inc.

THIS SERVICE AGREEMENT (“Agreement”) is made and entered into this ___ day of __________, 2019 by and between Fiddler’s Creek Foundation, Inc., whose address is 8156 Fiddler’s Creek Parkway, Naples, FL 34114 (the “Contractor”) and Fiddler’s Creek Community Development District #2, a community development district established pursuant to Chapter 190, Florida Statutes, with an address c/o Wrathell, Hunt and Associates, LLC, 9220 Bonita Beach Road, Suite 214, Bonita Springs, FL 34135 (the “District”).

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

WHEREAS, as described and depicted on the attached Exhibit “A”, the limits of the District Irrigation System includes all District owned facilities located within the District’s right-of-way. District irrigation easements or public utility easements including but not limited to: pumping stations, gate valves, transmission mains, valve boxes, blow off assemblies, air release valves, back flow preventers and service connections up to the point of connection within the right-of-way, irrigation easement and/or public utility easement, all as and the responsibility for the operation and maintenance of any irrigation systems after the District owned point of connection is that of the individual homeowner, condominium or property owner’s association.

WHEREAS, the Contractor has represented to the District that it possesses all of the necessary licenses, skill, knowledge and personnel necessary to competently perform all of the services necessary to program, operate, maintain and repair the District Irrigation System as more fully described on the attached Exhibit “B” (the “Services”); and

WHEREAS, the Contractor has represented to the District that it has physically inspected the existing conditions of the District Irrigation System and has detailed the results of its inspection in a written report dated ____________, a copy of which is attached hereto as Exhibit “B” (the “Report”), which Report has been reviewed by and is acceptable to the District.

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

1. The above recitals are true and correct and incorporated herein.

2. The Services shall be performed annually and shall include all labor, materials and equipment necessary to perform the Services relating to the District Irrigation System. The Services shall be performed safely and in a good and workmanlike manner. **QUERY: SHOULD THEY ALSO NOT BE CERTIFIED IN THE PARTICULAR SYSTEMS?** The Contractor’s personnel shall be

Service Agreement (Irrigation Maintenance)
Fiddler’s Creek CDD2
Page 1 of 9
properly trained and licensed (when required for the Services being performed). **QUERY:** SHOULD THEY ALSO NOT BE CERTIFIED IN THE PARTICULAR SYSTEMS?

The Contractor shall be responsible to apply for, obtain and pay for all permits, licenses, certifications or development orders necessary to begin and perform the Services. The Contractor shall perform all work in strict compliance with all applicable statutes, rules, laws, ordinances and regulations.

3. The District agrees to pay the Contractor, as full and complete compensation for the performance and completion of the Services, the sum of Fifty Thousand and no/100 Dollars ($50,000.00) annually, which sum represents the not-to-exceed price for the Services (“Compensation”). **QUERY:** THIS IS TO PAID ONE YEAR FROM DATE OF EXECUTION? The District shall pay the Compensation less any deductions or adjustments, within thirty (30) days of the satisfactory completion of the Services and submission of a proper invoice therefor and following an inspection of the District Irrigation System by a District representative and a Contractor representative.

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

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

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

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

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

   (a) Keep and maintain public records required by the District to perform the Services.
(b) Upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the District.

(d) Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the Services. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District’s custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

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

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

12. Term; Termination

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

(b) The Contractor may terminate this Agreement with or without cause by providing the District with sixty (60) days’ prior written notice of termination.
(c) The District reserves the right to terminate this Agreement if any of the Services are not performed in a satisfactory manner as determined in the sole and absolute discretion of the District, and the Contractor has failed to cure any such default within seven (7) calendar days after receiving written notice thereof from the District.

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

(i) Stop all Services on the date and to the extent specified in the notice of termination.

(ii) Place no further orders or subcontract for materials, services, facilities.

(iii) Terminate all orders and subcontracts.

(iv) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts.

(v) Deliver to the District waivers and releases of liens and/or satisfaction of liens, for all labor, materials and supplies provided prior to the effective date of the notice of termination.

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

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

13. Notices

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

Service Agreement (Irrigation Maintenance)
Fiddler's Creek CDD2
Page 4 of 9
If to the Contractor:
Fiddler’s Creek Foundation, Inc.
8156 Fiddler’s Creek Parkway
Naples, FL 34114
Tel: (239) 732-9400
Fax: (239) 732-9402
Attn: Ron Albeit, General Manager
Email: albeitr@fiddlerscreek.com
With copy to: Joseph L. Parisi, Esq.
Email: parisij@gulfbay.com

| QUERY: IS THIS JOE’S CORRECT EMAIL ADDRESS? |

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

With a copy to:
Anthony P. Pires, Esq.
3200 North Tamiami Trail, Suite 200
Naples, FL 34103
Tel: (239) 649-6555
Fax: (239) 849-7342
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

ATTEST: FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT 2

______________________________________
By: ____________________________________

______________________________
, Secretary

______________________________
Print Name:

______________________________
Its:

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

______________________________
By: ____________________________________

Anthony DiNardo, as President
and not individually

Witness

Print Name

Witness

Print Name

[The Remainder of this Page is Intentionally Left Blank.]
EXHIBIT “A”

District Property
EXHIBIT “B”

The Services Relating To The District Irrigation System

- Daily monitoring of communication to Toro satellites from central computer.
- Ensuring that all components in each of the satellites are operating properly. [QUERY: HOW OFTEN; SAME COMMENT APPLIES TO BELOW THAT ARE STARRED]
- Adjusting programs and adding irrigation programs into central.
- Troubleshooting central computer and satellite controllers.
- As needed and required, or as directed by the District, making necessary repairs and adjustments to maintain the District Irrigation System, including the central and satellite systems in good and proper working order and condition.
- If materials and equipment are available and if appropriate, making minor repairs in the field (costs will be billed to system component owner) [COMMENT: NOT SURE WHAT THIS MEANS; otherwise, reporting non-functioning components to the service providers engaged by the owner of the malfunctioning system component. [COMMENT: 1. IS NOT THE DISTRICT THE OWNER; 2. NEED TO DEFINE “MINOR REPAIR”]
- Compiling and submitting reports and records on status of all systems.
- Conducting visual inspection of properties and water usage of pumps.
- Conducting inventory of parts, supplies and equipment of irrigation systems.
- Conducting quarterly (4/yr) inspections of all satellites.
- Providing detailed report on condition of all software, hardware, mechanical parts and equipment prior to first anniversary date of the Agreement.
- Communicating with management, sub-contractors etc. regarding status of system.
- Complying with all applicable state, local, and District water restrictions and water permitting usage.
- Interpreting irrigation plans and locating irrigation valves, satellites and wiring, and updating the description of the District Irrigation System.
- Update the description of the components and equipment comprising the District Irrigation System immediately upon replacement, change outs, upgrades, or new installations, new components or new equipment; and delivering a copy of same to the District. Said updated written description, upon delivery to and approval by the District, shall be deemed to be
appended to the Services Agreement as a revised Exhibit “A”, description of the District
Irrigation System.

• Training Safety Department staff in emergency responses (such as turning valves off and/or
water sources) to irrigation breaks and malfunctions for immediate action when needed.

• Immediate notification to the District of emergencies, including but not limited to irrigation
breaks and malfunctions, to the emergency response contact provided by the District,
followed by written reports to the District.

• Immediate notification to the other governmental agencies, if required by law, rule, statute
or regulation, of emergencies, including but not limited to irrigation breaks and
malfunctions, followed by written reports to the District.

• Immediate notification to affected users of the District Irrigation System, of emergencies,
including but not limited to irrigation breaks and malfunctions, followed by written reports
to the District.
FIDDLER’S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2

11
<table>
<thead>
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<th>ASSETS</th>
<th>LIABILITIES AND FUND BALANCES</th>
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<tr>
<td><strong>Cash</strong></td>
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<tr>
<td><strong>Investments</strong></td>
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<tr>
<td><strong>Revenue A</strong></td>
<td><strong>Due to other funds</strong></td>
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<td><strong>Revenue B</strong></td>
<td><strong>Principal payable</strong> - <strong>A1</strong></td>
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<tr>
<td><strong>Reserve A</strong></td>
<td><strong>Debt service fund series 2014-1</strong></td>
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<tr>
<td><strong>Reserve B</strong></td>
<td><strong>Debt service fund series 2014-2</strong></td>
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<td><strong>Prepayment A</strong></td>
<td><strong>Debt service fund series 2014-3</strong></td>
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<td><strong>Prepayment B</strong></td>
<td><strong>Debt service fund series 2015A-1</strong></td>
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<tr>
<td><strong>Interest</strong></td>
<td><strong>Debt service fund series 2015A-2</strong></td>
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<td><strong>Remedial</strong></td>
<td><strong>Debt service fund series 2015B</strong></td>
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<td><strong>Construction</strong></td>
<td><strong>Debt service fund series 2014-2B</strong></td>
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<td><strong>Optional redemption</strong></td>
<td><strong>Debt service fund series 2014-1B</strong></td>
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<td><strong>Debt service fund series 2014-3B</strong></td>
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<td><strong>Due from other funds</strong></td>
<td><strong>Escrow 2003B</strong></td>
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<td><strong>Debt service fund series 2003</strong></td>
<td><strong>Due from general fund</strong></td>
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<td><strong>Debt service fund series 2004</strong></td>
<td><strong>Accounts receivable</strong></td>
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<td><strong>Debt service fund series 2014-1</strong></td>
<td><strong>Undeposited funds</strong></td>
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<td><strong>Debt service fund series 2014-2</strong></td>
<td><strong>Prepaid int expense series A</strong></td>
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<td><strong>Debt service fund series 2014-2B</strong></td>
<td><strong>Prepaid int expense series B</strong></td>
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<td><strong>Debt service fund series 2015B</strong></td>
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<td><strong>Due to Fiddler's Creek CDD #1 #1</strong></td>
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<td><strong>Total liabilities</strong></td>
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<td><strong>Total liabilities &amp; fund balances</strong></td>
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<td><strong>Total assets</strong></td>
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<td><strong>Total liabilities</strong></td>
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<td><strong>Total liabilities &amp; fund balances</strong></td>
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<td><strong>Total liabilities</strong></td>
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<td><strong>Total liabilities &amp; fund balances</strong></td>
<td><strong>$160,443</strong></td>
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<tr>
<td><strong>Total liabilities</strong></td>
<td><strong>$296,906</strong></td>
</tr>
<tr>
<td><strong>Total liabilities &amp; fund balances</strong></td>
<td><strong>$28,725,270</strong></td>
</tr>
</tbody>
</table>

**Liabilities**

- Accounts payable: $451,795
- Principal payable - A1: 3,010,189
- Interest payable - A1: 7,490,005
- Principal payable - B: 4,197,412

**Due to other funds**

- Debt service fund series 2003: 26,098
- Debt service fund series 2004: 244,175
- Debt service fund series 2014-1: 3,347
- Debt service fund series 2014-1E: 6,093
- Debt service fund series 2014-2: 7,134
- Debt service fund series 2014-3: 1,030
- Debt service fund series 2015A-1: 4,865
- Debt service fund series 2015A-2: 1,686
- Due to Fiddler's Creek CDD #1: 26,796
- Due to Developer: 110,735

**Fund balances**

- Restricted for:
  - Debt service: 7,296,202
  - Capital projects: 160,443
  - Unassigned: 2,211,502

- Total fund balances: 2,211,502

**Total liabilities & fund balances**

- 2,400,235
- 22,445,654
- 724,585
- 368,466
- $2,408
- 494,775
- 4,131
- 551,819
- 225,164
- 153
- 651,783
- 207,397
- 191,351
- 160,443
- 296,906
- 28,725,270

*The entire series 2003 accounts payable relates billing from a third party which is in dispute.*
# FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2019

## REVENUES
<table>
<thead>
<tr>
<th>Item</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessment levy: on-roll - net</td>
<td>$ 41,748</td>
<td>$ 2,452,443</td>
<td>$ 2,502,055</td>
<td>98%</td>
</tr>
<tr>
<td>Assessment levy: off-roll</td>
<td>8,304</td>
<td>41,520</td>
<td>99,648</td>
<td>42%</td>
</tr>
<tr>
<td>Interest &amp; miscellaneous</td>
<td>97</td>
<td>646</td>
<td>7,500</td>
<td>9%</td>
</tr>
<tr>
<td>Total revenues</td>
<td>50,149</td>
<td>2,494,609</td>
<td>2,609,203</td>
<td>96%</td>
</tr>
</tbody>
</table>

## EXPENDITURES

### Administrative
<table>
<thead>
<tr>
<th>Item</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisors</td>
<td>3,230</td>
<td>8,428</td>
<td>14,369</td>
<td>59%</td>
</tr>
<tr>
<td>Management</td>
<td>7,055</td>
<td>42,331</td>
<td>84,662</td>
<td>50%</td>
</tr>
<tr>
<td>Assessment roll preparation</td>
<td>-</td>
<td>22,500</td>
<td>22,500</td>
<td>100%</td>
</tr>
<tr>
<td>Audit</td>
<td>10,200</td>
<td>10,200</td>
<td>16,500</td>
<td>62%</td>
</tr>
<tr>
<td>Legal - general</td>
<td>8,205</td>
<td>17,751</td>
<td>17,500</td>
<td>101%</td>
</tr>
<tr>
<td>Legal - litigation</td>
<td>10,378</td>
<td>63,919</td>
<td>140,000</td>
<td>46%</td>
</tr>
<tr>
<td>Engineering</td>
<td>7,630</td>
<td>14,850</td>
<td>18,000</td>
<td>83%</td>
</tr>
<tr>
<td>Telephone</td>
<td>24</td>
<td>146</td>
<td>292</td>
<td>50%</td>
</tr>
<tr>
<td>Postage</td>
<td>648</td>
<td>1,218</td>
<td>2,000</td>
<td>61%</td>
</tr>
<tr>
<td>Insurance</td>
<td>-</td>
<td>8,219</td>
<td>8,868</td>
<td>93%</td>
</tr>
<tr>
<td>Printing and binding</td>
<td>50</td>
<td>298</td>
<td>595</td>
<td>50%</td>
</tr>
<tr>
<td>Legal advertising</td>
<td>-</td>
<td>318</td>
<td>2,000</td>
<td>16%</td>
</tr>
<tr>
<td>Office supplies</td>
<td>-</td>
<td>139</td>
<td>750</td>
<td>19%</td>
</tr>
<tr>
<td>Annual district filing fee</td>
<td>-</td>
<td>175</td>
<td>175</td>
<td>100%</td>
</tr>
<tr>
<td>Trustee</td>
<td>-</td>
<td>17,500</td>
<td>25,500</td>
<td>69%</td>
</tr>
<tr>
<td>Arbitrage rebate calculation</td>
<td>-</td>
<td>-</td>
<td>8,000</td>
<td>0%</td>
</tr>
<tr>
<td>ADA website compliance</td>
<td>-</td>
<td>139</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Contingency</td>
<td>173</td>
<td>439</td>
<td>46,000</td>
<td>1%</td>
</tr>
<tr>
<td>Total administrative</td>
<td>47,593</td>
<td>208,570</td>
<td>407,711</td>
<td>51%</td>
</tr>
</tbody>
</table>

### Field management
<table>
<thead>
<tr>
<th>Item</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field management services</td>
<td>952</td>
<td>5,712</td>
<td>11,424</td>
<td>50%</td>
</tr>
<tr>
<td>Total field management</td>
<td>952</td>
<td>5,712</td>
<td>11,424</td>
<td>50%</td>
</tr>
</tbody>
</table>

### Water management
<table>
<thead>
<tr>
<th>Item</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other contractual</td>
<td>12,801</td>
<td>36,870</td>
<td>147,494</td>
<td>25%</td>
</tr>
<tr>
<td>Fountains</td>
<td>19,843</td>
<td>94,075</td>
<td>127,500</td>
<td>74%</td>
</tr>
<tr>
<td>Total water management</td>
<td>32,644</td>
<td>130,945</td>
<td>274,994</td>
<td>48%</td>
</tr>
</tbody>
</table>

### Street lighting
<table>
<thead>
<tr>
<th>Item</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractual services</td>
<td>3,002</td>
<td>16,775</td>
<td>20,000</td>
<td>84%</td>
</tr>
<tr>
<td>Electricity</td>
<td>1,431</td>
<td>11,766</td>
<td>30,000</td>
<td>39%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>-</td>
<td>-</td>
<td>1,000</td>
<td>0%</td>
</tr>
<tr>
<td>Total street lighting</td>
<td>4,433</td>
<td>28,541</td>
<td>51,000</td>
<td>56%</td>
</tr>
</tbody>
</table>
FIDDLER’S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED MARCH 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Landscaping</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other contractual</td>
<td>67,628</td>
<td>474,023</td>
<td>1,109,000</td>
<td>43%</td>
</tr>
<tr>
<td>Improvements and renovations</td>
<td>31,068</td>
<td>75,000</td>
<td>5,000</td>
<td>41%</td>
</tr>
<tr>
<td>Contingencies</td>
<td>-</td>
<td>-</td>
<td>5,000</td>
<td>0%</td>
</tr>
<tr>
<td>Hurricane clean-up</td>
<td>301</td>
<td>1,384</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total landscaping</strong></td>
<td>67,929</td>
<td>506,475</td>
<td>1,189,000</td>
<td>43%</td>
</tr>
</tbody>
</table>

| **Access control**             |               |              |        |             |
| Contractual services           | 21,927        | 86,942       | 306,489 | 28%         |
| Rentals & leases               | -             | -            | 27,331  | 0%          |
| Fuel                           | 456           | 2,591        | 7,198   | 36%         |
| Repairs & maintenance - parts  | -             | -            | 3,374   | 0%          |
| Repairs & maintenance - gate house | 149       | 943          | 11,247  | 8%          |
| Insurance                      | -             | 3,788        | 4,049   | 94%         |
| Operating supplies             | 1,379         | 10,543       | 13,497  | 78%         |
| Utilities                      | -             | -            | 4,049   | 0%          |
| Clickers                       | -             | -            | 5,399   | 0%          |
| Capital outlay                 | -             | 4,242        | 8,998   | 47%         |
| **Total access control**       | 23,911        | 109,049      | 391,631 | 28%         |

| **Roadway maintenance**        |               |              |        |             |
| Contractual services (street cleaning) | -       | 1,140        | 5,000  | 23%         |
| Roadway maintenance            | 320           | 63,969       | 75,000  | 85%         |
| **Total roadway services**     | 320           | 65,109       | 80,000  | 81%         |

| **Irrigation**                 |               |              |        |             |
| Controller repairs & maintenance | 24          | 2,919        | 2,000  | 146%        |
| Supply system                  | 5,205         | 52,181       | 110,222 | 47%         |
| **Total irrigation**           | 5,229         | 55,100       | 112,222 | 49%         |

| **Other fees & charges**       |               |              |        |             |
| Property appraiser             | -             | -            | 39,095  | 0%          |
| Tax collector                  | 835           | 49,031       | 52,126  | 94%         |
| **Total other fees & charges** | 835           | 49,031       | 91,221  | 54%         |
| **Total expenditures and other charges** | 183,846     | 1,158,532    | 2,609,203 | 44%         |

| Excess/(deficiency) of revenues over/(under) expenditures | (133,697) | 1,336,077 | - |
| Fund balances - beginning | 2,345,199 | 875,425 | 1,119,322 |
| Fund balances - ending | $ 2,211,502 | $2,211,502 | $1,119,322 |
FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2003
FOR THE PERIOD ENDED MARCH 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessment levy: on-roll - net</td>
<td>$ 26,630</td>
<td>$ 1,564,338</td>
<td>$1,617,215</td>
<td>97%</td>
</tr>
<tr>
<td>Assessment prepayments</td>
<td>93,675</td>
<td>285,774</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Interest</td>
<td>31,743</td>
<td>187,417</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total revenues</td>
<td>152,048</td>
<td>2,037,529</td>
<td>1,617,215</td>
<td>126%</td>
</tr>
</tbody>
</table>

| **EXPENDITURES**          |               |              |           |             |
| Debt service              |               |              |           |             |
| Principal A               | -             | -            | 530,000   | 0%          |
| Interest A                | -             | -            | 1,003,106 | 0%          |
| Total debt service        | -             | -            | 1,533,106 | 0%          |

| Other fees & charges      |               |              |           |             |
| Property appraiser        | -             | -            | 25,269    | 0%          |
| Legal Fees                | 1,732         | 16,476       | -         | N/A         |
| Tax collector             | 533           | 31,276       | 33,692    | 93%         |
| Total other fees & charges| 2,265         | 47,752       | 58,961    | 81%         |
| Total expenditures        | 2,265         | 47,752       | 1,592,067 | 3%          |

| Excess/(deficiency) of revenues | Current Month | Year to Date | Budget    | % of Budget |
|                                |               |              |           |             |
| over/(under) expenditures      | 149,783       | 1,989,777    | 25,148    |             |

| Fund balances - beginning    | 7,146,419     | 5,306,425    | 5,838,970 |             |
| Fund balances - ending       | $ 7,296,202   | $ 7,296,202  | $ 5,864,118 |             |

*Pursuant to Generally Accepted Accounting Practices (GAAP) and Government Accounting Standards Board (GASB), the District’s outstanding debt has not been reduced by assessments that have been remitted by the District to the Indenture Trustees for which the Trustees have not remitted to the Bondholders. As such, the District’s future obligation for this debt is no more than the reported outstanding debt less the funds that the Trustees have received from the District but not remitted to Bondholders.*
## 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 MARCH 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessment levy: on-roll - net</td>
<td>$ 968</td>
<td>$ 56,891</td>
<td>$ 66,336</td>
<td>86%</td>
</tr>
<tr>
<td>Assessment prepayments</td>
<td>-</td>
<td>147,181</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Interest</td>
<td>1,046</td>
<td>7,085</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total revenues</td>
<td>2,014</td>
<td>211,157</td>
<td>66,336</td>
<td>318%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>EXPENDITURES</strong></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DEBT SERVICE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>-</td>
<td>-</td>
<td>15,000</td>
<td>0%</td>
</tr>
<tr>
<td>Principal prepayment</td>
<td>-</td>
<td>35,000</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Interest</td>
<td>-</td>
<td>20,250</td>
<td>40,500</td>
<td>50%</td>
</tr>
<tr>
<td>Total debt service</td>
<td>-</td>
<td>55,250</td>
<td>55,500</td>
<td>100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Other fees &amp; charges</strong></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Property appraiser</td>
<td>-</td>
<td>-</td>
<td>1,037</td>
<td>0%</td>
</tr>
<tr>
<td>Tax collector</td>
<td>19</td>
<td>1,137</td>
<td>1,382</td>
<td>82%</td>
</tr>
<tr>
<td>Total other fees &amp; charges</td>
<td>19</td>
<td>1,137</td>
<td>2,419</td>
<td>47%</td>
</tr>
<tr>
<td>Total expenditures</td>
<td>19</td>
<td>56,387</td>
<td>57,919</td>
<td>97%</td>
</tr>
</tbody>
</table>

| Excess/(deficiency) of revenues over/(under) expenditures | 1,995 | 154,770 | 8,417 |

| Fund balances - beginning | 452,856 | 300,081 | 333,109 |
| Fund balances - ending   | $ 454,851 | $ 454,851 | $ 341,526 |
### 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 March 31, 2019**

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessment levy: on-roll - net</td>
<td>$ 3,416</td>
<td>$ 200,649</td>
<td>$ 213,481</td>
<td>94%</td>
</tr>
<tr>
<td>Assessment prepayments</td>
<td>-</td>
<td>34,735</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Interest</td>
<td>238</td>
<td>1,567</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total revenues</td>
<td>3,654</td>
<td>236,951</td>
<td>213,481</td>
<td>111%</td>
</tr>
</tbody>
</table>

| **EXPENDITURES**               |              |              |         |             |
| Debt service                   |              |              |         |             |
| Principal                      | -            | -            | 60,000  | 0%          |
| Principal prepayment           | -            | -            | 90,000  | N/A         |
| Interest                       | -            | -            | 68,400  | 50%         |
| Total debt service             | -            | -            | 158,400 | 80%         |

| Other fees & charges           |              |              |         |             |
| Property appraiser             | -            | -            | 3,336   | 0%          |
| Tax collector                  | 68           | 4,011        | 4,448   | 90%         |
| Total other fees & charges     | 68           | 4,011        | 7,784   | 52%         |
| Total expenditures             | 68           | 162,411      | 204,584 | 79%         |

Excess/(deficiency) of revenues over/(under) expenditures

|                                |         |         |         |             |
| Excess/(deficiency)            | 3,586   | 74,540  | 8,897   |             |

Fund balances - beginning

|                                |         |         |         |             |
| Fund balances - beginning      | 364,880 | 293,926 | 214,615 |             |

Fund balances - ending

|                                |         |         |         |             |
| Fund balances - ending         | $ 368,466 | $ 368,466 | $ 223,512 |         |
### 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 March 31, 2019**

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessment levy: off-roll</td>
<td>$</td>
<td>$134,730</td>
<td>$380,000</td>
<td>35%</td>
</tr>
<tr>
<td>Assessment prepayments</td>
<td>(44,196)</td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Interest</td>
<td>73</td>
<td>198</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td>(44,123)</td>
<td>134,928</td>
<td>380,000</td>
<td>36%</td>
</tr>
</tbody>
</table>

| **EXPENDITURES**     |               |              |         |             |
| Debt service         |               |              |         |             |
| Principal            | -             | -            | 110,000 | 0%          |
| Interest             | -             | 135,000      | 270,000 | 50%         |
| **Total debt service** | -             | 135,000      | 380,000 | 36%         |

Excess/(deficiency) of revenues over/(under) expenditures
- (44,123) (72) -

Fund balances - beginning
- 46,210 2,159 757
Fund balances - ending
- $2,087 $2,087 $757

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.
### 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 March 31, 2019**

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessment levy: on-roll - net</td>
<td>$6,217</td>
<td>$365,225</td>
<td>$376,222</td>
<td>97%</td>
</tr>
<tr>
<td>Interest</td>
<td>213</td>
<td>1,724</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total revenues</td>
<td>6,430</td>
<td>366,949</td>
<td>376,222</td>
<td>98%</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>-</td>
<td>-</td>
<td>105,000</td>
<td>0%</td>
</tr>
<tr>
<td>Principal prepayment</td>
<td>-</td>
<td>30,000</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Interest</td>
<td>-</td>
<td>128,756</td>
<td>257,513</td>
<td>50%</td>
</tr>
<tr>
<td>Total debt service</td>
<td>-</td>
<td>158,756</td>
<td>362,513</td>
<td>44%</td>
</tr>
<tr>
<td>Other fees &amp; charges</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property appraiser</td>
<td>-</td>
<td>-</td>
<td>5,878</td>
<td>0%</td>
</tr>
<tr>
<td>Tax collector</td>
<td>124</td>
<td>7,302</td>
<td>7,838</td>
<td>93%</td>
</tr>
<tr>
<td>Total other fees &amp; charges</td>
<td>124</td>
<td>7,302</td>
<td>13,716</td>
<td>53%</td>
</tr>
<tr>
<td>Total expenditures</td>
<td>124</td>
<td>166,058</td>
<td>376,229</td>
<td>44%</td>
</tr>
<tr>
<td>Excess/(deficiency) of revenues over/(under) expenditures</td>
<td>6,306</td>
<td>200,891</td>
<td>293,177</td>
<td>(7)</td>
</tr>
</tbody>
</table>

| Fund balances - beginning | 488,469 | 293,884 | 293,177 |
| Fund balances - ending   | $494,775 | $494,775 | $293,177 |

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 MARCH 31, 2019

<table>
<thead>
<tr>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>REVENUES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessment levy: off-roll</td>
<td>$ -</td>
<td>$ 258,008</td>
<td>$ 753,100</td>
</tr>
<tr>
<td>Interest</td>
<td>162</td>
<td>317</td>
<td>-</td>
</tr>
<tr>
<td>Total revenues</td>
<td>162</td>
<td>258,325</td>
<td>753,100</td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>-</td>
<td>-</td>
<td>235,000</td>
</tr>
<tr>
<td>Interest</td>
<td>-</td>
<td>259,050</td>
<td>518,100</td>
</tr>
<tr>
<td>Total debt service</td>
<td>-</td>
<td>259,050</td>
<td>753,100</td>
</tr>
</tbody>
</table>

Excess/(deficiency) of revenues over/(under) expenditures:
162
(725)
-

Fund balances - beginning:
(529)
358
60

Fund balances - ending:
$(367)
$(367)
$60

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 MARCH 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessment levy: on-roll - net</td>
<td>$7,280</td>
<td>$427,632</td>
<td>$435,996</td>
<td>98%</td>
</tr>
<tr>
<td>Interest</td>
<td>202</td>
<td>1,623</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total revenues</td>
<td>7,482</td>
<td>429,255</td>
<td>435,996</td>
<td>98%</td>
</tr>
</tbody>
</table>

| **EXPENDITURES**         |               |              |          |             |
| Debt service             |               |              |          |             |
| Principal                | -             | -            | 130,000  | 0%          |
| Interest                 | -             | 145,050      | 290,100  | 50%         |
| Total debt service       | -             | 145,050      | 420,100  | 35%         |

| Other fees & charges     |               |              |          |             |
| Property appraiser       | -             | -            | 6,812    | 0%          |
| Tax collector            | 146           | 8,549        | 9,083    | 94%         |
| Total other fees & charges | 146      | 8,549        | 15,895   | 54%         |
| Total expenditures       | 146           | 153,599      | 435,995  | 35%         |

Excess/(deficiency) of revenues over/(under) expenditures: 7,336

Fund balances - beginning: $544,483
Fund balances - ending: $551,819

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 March 31, 2019**

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessment levy: on-roll - net</td>
<td>$ 1,050</td>
<td>$ 61,713</td>
<td>$ 63,004</td>
<td>98%</td>
</tr>
<tr>
<td>Assessment levy: off-roll</td>
<td>-</td>
<td>246,300</td>
<td>651,893</td>
<td>38%</td>
</tr>
<tr>
<td>Interest</td>
<td>104</td>
<td>1,499</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td>1,154</td>
<td>309,512</td>
<td>714,897</td>
<td>43%</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Debt service</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>-</td>
<td>-</td>
<td>220,000</td>
<td>0%</td>
</tr>
<tr>
<td>Interest</td>
<td>-</td>
<td>246,300</td>
<td>492,600</td>
<td>50%</td>
</tr>
<tr>
<td><strong>Total debt service</strong></td>
<td>-</td>
<td>246,300</td>
<td>712,600</td>
<td>35%</td>
</tr>
<tr>
<td><strong>Other fees &amp; charges</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property appraiser</td>
<td>-</td>
<td>-</td>
<td>984</td>
<td>0%</td>
</tr>
<tr>
<td>Tax collector</td>
<td>21</td>
<td>1,234</td>
<td>1,313</td>
<td>94%</td>
</tr>
<tr>
<td><strong>Total other fees &amp; charges</strong></td>
<td>21</td>
<td>1,234</td>
<td>2,297</td>
<td>54%</td>
</tr>
<tr>
<td><strong>Total expenditures</strong></td>
<td>21</td>
<td>247,534</td>
<td>714,897</td>
<td>35%</td>
</tr>
<tr>
<td><strong>Excess/(deficiency) of revenues over/(under) expenditures</strong></td>
<td>1,133</td>
<td>61,978</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

**Fund balances - beginning** | $224,031 | $163,186 | $659,415 |
| **Fund balances - ending**   | $225,164 | $225,164 | $659,415 |
FIDDLER’S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-4 (SERIES 2005)
FOR THE PERIOD ENDED MARCH 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessment levy: off-roll</td>
<td>$</td>
<td>$ 301,449</td>
<td>$ 874,200</td>
<td>34%</td>
</tr>
<tr>
<td>Interest</td>
<td></td>
<td>153</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Total revenues</td>
<td></td>
<td>301,602</td>
<td>874,200</td>
<td>35%</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td></td>
<td></td>
<td>270,000</td>
<td>0%</td>
</tr>
<tr>
<td>Interest</td>
<td></td>
<td>302,100</td>
<td>604,200</td>
<td>50%</td>
</tr>
<tr>
<td>Total expenditures</td>
<td></td>
<td>302,100</td>
<td>874,200</td>
<td>35%</td>
</tr>
<tr>
<td>Excess/(deficiency) of revenues over/(under) expenditures</td>
<td>-</td>
<td>(498)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Fund balances - beginning</td>
<td>153</td>
<td>651</td>
<td>504,374</td>
<td></td>
</tr>
<tr>
<td>Fund balances - ending</td>
<td>$153</td>
<td>$153</td>
<td>$504,374</td>
<td></td>
</tr>
</tbody>
</table>
### 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 MARCH 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessment levy: on-roll - net</td>
<td>$ 4,965</td>
<td>$ 291,637</td>
<td>$ 311,559</td>
<td>94%</td>
</tr>
<tr>
<td>Assessment levy: off-roll</td>
<td>-</td>
<td>49,889</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Assessment prepayments</td>
<td>-</td>
<td>95,407</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Interest</td>
<td>586</td>
<td>4,065</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total revenues</td>
<td>5,551</td>
<td>440,998</td>
<td>311,559</td>
<td>142%</td>
</tr>
</tbody>
</table>

**EXPENDITURES**

**Debt service**

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>-</td>
<td>-</td>
<td>65,000</td>
<td>0%</td>
</tr>
<tr>
<td>Principal prepayment</td>
<td>-</td>
<td>390,000</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Interest</td>
<td>-</td>
<td>117,600</td>
<td>235,200</td>
<td>50%</td>
</tr>
<tr>
<td>Total debt service</td>
<td></td>
<td>-</td>
<td>507,600</td>
<td>169%</td>
</tr>
</tbody>
</table>

**Other fees & charges**

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Property appraiser</td>
<td>-</td>
<td>-</td>
<td>4,868</td>
<td>0%</td>
</tr>
<tr>
<td>Tax collector</td>
<td>99</td>
<td>5,830</td>
<td>6,491</td>
<td>90%</td>
</tr>
<tr>
<td>Total other fees &amp; charges</td>
<td>99</td>
<td>5,830</td>
<td>11,359</td>
<td>51%</td>
</tr>
<tr>
<td>Total expenditures</td>
<td>99</td>
<td>513,430</td>
<td>311,559</td>
<td>165%</td>
</tr>
</tbody>
</table>

| Excess/(deficiency) of revenues | 5,452          | (72,432)     | -      |

| Fund balances - beginning | 642,489 | 720,373 | 486,309 |
| Fund balances - ending    | $ 647,941 | $ 647,941 | $ 486,309 |
## 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 MARCH 31, 2019

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessment levy: on-roll - net</td>
<td>$ 1,720</td>
<td>$ 101,052</td>
<td>$ 105,548</td>
<td>96%</td>
</tr>
<tr>
<td>Assessment levy: off-roll</td>
<td>-</td>
<td>22,916</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Assessment prepayments</td>
<td>-</td>
<td>27,402</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Interest</td>
<td>174</td>
<td>1,185</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total revenues</td>
<td>1,894</td>
<td>152,555</td>
<td>105,548</td>
<td>145%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>-</td>
<td>-</td>
<td>35,000</td>
<td>0%</td>
</tr>
<tr>
<td>Principal prepayment</td>
<td>-</td>
<td>115,000</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Interest</td>
<td>-</td>
<td>33,350</td>
<td>66,700</td>
<td>50%</td>
</tr>
<tr>
<td>Total debt service</td>
<td>-</td>
<td>148,350</td>
<td>101,700</td>
<td>146%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other fees &amp; charges</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Property appraiser</td>
<td>-</td>
<td>-</td>
<td>1,649</td>
<td>0%</td>
</tr>
<tr>
<td>Tax collector</td>
<td>34</td>
<td>2,019</td>
<td>2,199</td>
<td>92%</td>
</tr>
<tr>
<td>Total other fees &amp; charges</td>
<td>34</td>
<td>2,019</td>
<td>3,848</td>
<td>52%</td>
</tr>
<tr>
<td>Total expenditures</td>
<td>34</td>
<td>150,369</td>
<td>105,548</td>
<td>142%</td>
</tr>
</tbody>
</table>

| Excess/(deficiency) of revenues over/(under) expenditures | 1,860 | 2,186 | - |

Fund balances - beginning             | 205,537       | 205,211      | 213,334|
Fund balances - ending                | $ 207,397     | $ 207,397    | $ 213,334|
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 MARCH 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessment levy: off-roll</td>
<td>$</td>
<td>$ 66,328</td>
<td>$ 132,813</td>
<td>50%</td>
</tr>
<tr>
<td>Interest</td>
<td>297</td>
<td>1,808</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total revenues</td>
<td>297</td>
<td>68,136</td>
<td>132,813</td>
<td>51%</td>
</tr>
</tbody>
</table>

| **EXPENDITURES**       |               |              |        |             |
| Debt service           |               |              |        |             |
| Interest               | -             | 66,406       | 132,813 | 50%         |
| Total debt service     | -             | 66,406       | 132,813 | 50%         |
| Total expenditures     | -             | 66,406       | 132,813 | 50%         |

Excess/(deficiency) of revenues over/(under) expenditures  
297 1,730 -

Fund balances - beginning  
191,054 189,621 242,001

Fund balances - ending  
$ 191,351 $ 191,351 $ 242,001
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 MARCH 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest &amp; miscellaneous</td>
<td>$255</td>
<td>$1,851</td>
</tr>
<tr>
<td>Total revenues</td>
<td>$255</td>
<td>$1,851</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital outlay</td>
<td>1,036</td>
<td>57,016</td>
</tr>
<tr>
<td>Total expenditures</td>
<td>1,036</td>
<td>57,016</td>
</tr>
<tr>
<td>Excess/(deficiency) of revenues</td>
<td>(781)</td>
<td>(55,165)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund balances - beginning</td>
<td>161,224</td>
<td>215,608</td>
</tr>
<tr>
<td>Fund balances - ending</td>
<td>$160,443</td>
<td>$160,443</td>
</tr>
<tr>
<td></td>
<td>Current Month</td>
<td>Year to Date</td>
</tr>
<tr>
<td>------------------------</td>
<td>---------------</td>
<td>--------------</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest &amp; miscellaneous</td>
<td>$ 462</td>
<td>$ 2,877</td>
</tr>
<tr>
<td>Total revenues</td>
<td>462</td>
<td>2,877</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total expenditures</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Excess/(deficiency) of revenues</strong></td>
<td>462</td>
<td>2,877</td>
</tr>
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MINUTES OF MEETING
FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

The Board of Supervisors of the Fiddler’s Creek Community Development District #2 held an Emergency Meeting on March 21, 2019 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:

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

Also present were:

Chuck Adams District Manager
Carrie Robinson (via telephone) Special Counsel

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, in person.

SECOND ORDER OF BUSINESS Consideration of Request for Executive Session to Discuss/Consider Recent Settlement Negotiations Related to Pending US Bank National Association Litigation

• Saturday, March 23, 2019 at 10:30 A.M. [19th Hole]

Ms. Robinson requested an Executive Session for Saturday, March 23, 2019 at 10:30 a.m., in the 19th Hole at the Fiddler’s Creek Club and Spa, to discuss the recent settlement negotiations related to the pending US Bank National Association litigation, which are inappropriate for public discussion, at this time.
On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, the request for an Executive Session to discuss/consider the recent settlement negotiations related to pending US Bank National Association Litigation, on Saturday, March 23, 2019 at 10:30 a.m., in the 19th Hole at the Fiddler’s Creek Club and Spa, was approved.

THIRD ORDER OF BUSINESS

Supervisors’ Requests

There being no Supervisors’ requests, the next item followed.

FOURTH ORDER OF BUSINESS

Adjournment

There being nothing additional to discuss, the meeting recessed at 9:02 a.m., and was continued to Saturday, March 23, 2019 at 10:30 a.m., in the 19th Hole at the Fiddler’s Creek Club and Spa.

On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor, the meeting recessed at 9:02 a.m., and was continued to Saturday, March 23, 2019 at 10:30 a.m., in the 19th Hole at the Fiddler’s Creek Club and Spa.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]
Secretary/Assistant Secretary

Chair/Vice Chair
FIDDLER’S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2

12B
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 Continued Meeting on March 23, 2019 at 10:30 a.m., in the 19th Hole at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present at the meeting were:

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

Also present were:

Chuck Adams District Manager
Rick Reyes Special Counsel
Court Reporter

FIRST ORDER OF BUSINESS Call to Order

Mr. Adams called the meeting to order at 10:33 a.m.

SECOND ORDER OF BUSINESS Roll Call

All Supervisors were present, in person. In addition, Mr. Adams, Mr. Reyes and the Court Reporter were present.

THIRD ORDER OF BUSINESS Announce Executive Session/Continued Meeting Recess

The primary purpose for today’s Continued Meeting was to hold an Executive Session, as requested by Special Counsel, at the Emergency Meeting on March 21st, to discuss the recent settlement negotiations related to the pending US Bank National Association litigation.
Mr. Adams recessed the Public Session at 10:34 a.m., and turned the transcription over to the Court Reporter.

FOURTH ORDER OF BUSINESS

The Executive Session closed and the Continued Meeting reconvened at 11:37 a.m.

All Supervisors were present, in person, along with Mr. Adams and Mr. Reyes.

FIFTH ORDER OF BUSINESS

Mr. Adams asked for a motion to proceed with the actions discussed at the Executive Session.

On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor, accepting the settlement negotiated by Mr. Miller, with US Bank National Association, related to the US Bank National Association litigation, in the amount of $1,350,000, and authorizing Mr. Miller to execute documents consummating the settlement, was approved.

SIXTH ORDER OF BUSINESS

There being no other business, the next item followed.

SEVENTH ORDER OF BUSINESS

There being nothing additional to discuss, the meeting adjourned.

On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor, the meeting adjourned at 11:39 a.m.

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FIDDLER’S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2

12C
The Board of Supervisors of the Fiddler’s Creek Community Development District #2 held a Regular Meeting on March 27, 2019 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present at the meeting were:

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

Also present were:

Chuck Adams (via telephone) District Manager
Cleo Adams Assistant Regional Manager
Jason Olson Assistant Regional Manager
Tony Pires District Counsel
Barry Jones Holes Montes
Ron Albeit Developer
Valerie Lord Developer Counsel
Shane Willis Fiddler's Creek Security
Aaron Raistick Pulte
Jack Praet Pulte
Gerard Gorman Resident
Marlo McQuaker Resident
Monique Irmen Resident
John Campbell Resident
Michael Buck Resident
Shannon Benedetti Resident
Residents

FIRST ORDER OF BUSINESS Call to Order/Roll Call

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

Public Comments: Non-Agenda Items

Mr. Miller asked if there were any public comment cards submitted. There was one.

Mr. Gerard Gorman, a resident, noted cracked sidewalks and valley gutters in Mussorie, which he photographed. There was a walk through with Taylor Morrison because the community was being turned over to the homeowners on May 9. He wanted to make the CDD #2 Board aware of the damage and he told the builder they should take responsibility but the builder said it was a CDD #2 issue because the CDD has a bond.

Mr. Miller explained that there are escrow funds held by The Foundation from every builder. He asked Mr. Jones to inspect the sidewalks and gutters and provide his findings to Mr. Pires, who will send a letter to Ms. Lord, advising The Foundation to hold the funds until Taylor Morrison (TM) makes the necessary repairs. Mr. Klug asked who determines if they are stress cracks versus regular wear. Ms. Viegas said the engineer will determine as they did in Millbrook. Discussion ensued.

Ms. Marlo McQuaker, a resident, stated she spoke to Mrs. Adams and Mr. Miller about irrigation issues with TM. Mr. Dieckmann and the Design Review Committee (DRC) viewed the area a few weeks ago. CDD #2 and Amador have a piecemeal area of property with a tree that is not being trimmed; LandCare was trimming other trees but the one large tree between the sign and the home at 9185, which is on CDD property, was not being trimmed and she requested that it be trimmed. She also requested that a dead coco plum bush be removed. The irrigation issue involved the way TM ran the irrigation lines in Amador, where they ran the irrigation lines for two homes together. The home at 9564 has irrigation water running back into his home. The District agreed to add a drain on their property and she asked TM to relocate the irrigation on the side of the home from CDD #2’s property. Mr. Miller asked Ms. McQuaker to send the TM contact information to Mrs. Adams who would coordinate with TM.

THIRD ORDER OF BUSINESS

Special Counsel Update

Mr. Miller stated that the District was in litigation with US Bank for years. The initial litigation claim against US Bank was for $1.25 million for taking funds out of the District’s construction fund accounts to pay legal fees during the bankruptcy actions. As trial got closer,
the claim was increased to $1.418 million due to additional funds being taken from the remedial accounts. The claim against US Bank was settled for $1.35 million; he would be signing the documents today.

Mr. Miller stated that the interpleader litigation remained ongoing.

FOURTH ORDER OF BUSINESS

Health, Safety and Environment Report

Mr. Willis gave a PowerPoint presentation and highlighted the following:

- There are three gate access options. Despite his staff not being first responders, they continue receiving calls that should go to 911.
- Email blasts were sent out in February. Safety presentations included ISN issues and an “Owl Talk.”
- The gate arms at all the entrances went up and down 52,119 times in February, which was less than in January.

Mr. Miller asked if the lower number was due to malfunctioning arms. Ms. Viegas noted that February was a shorter month. The weekly averages were also lower.

Ms. Viegas asked if the transmitter that was discussed last month was fixed. Mr. Willis stated the transmitter was replaced. There was a clicker issue because the information for some homeowners was erased when ISN did a software update; he advised ISN that it cannot happen again.

- The Traffic Hawk mobile unit took 30,000 pictures in February. As 85% were still driving below 37 miles per hour (mph), the District does not have a speeding problem; it just has some individuals who speed. Staff contacted vendors and residents who have been speeding.

Mr. Miller asked about stopping at stop signs. Mr. Willis stated the Traffic Hawk was at stop signs and traffic circles. Mr. Nuzzo asked for a brief description of the Traffic Hawk. Mr. Willis stated the Traffic Hawk is a box that sits on top of a tripod and is camouflaged. It is triggered by a vehicle or bicycle passing by and notes the speed and takes a picture of the vehicle. Sometimes there are double photos when vehicles pass by in different directions at the same time and, in one instance it caused a reading of 85 mph because it combined the speeds of both vehicles so those situations with the readings must be taken into account.
Patrol mileage was 11,500, since January 1. There were 593 incidents year-to-date, with a majority being parking-related, followed by open garages.

Mr. Miller asked if anyone was sent to the fining committee in March. Mr. Willis replied no and noted that the pickup truck issue decreased.

A large, aggressive alligator was found behind a home in Runaway Bay and was removed from the community. Alligators should not be fed because they then associate humans with food and must be destroyed. A lot of pythons have been found in southwest Florida.

Construction signs mentioned at the last meeting had to be redesigned. The gate operator replacement was being bid; so far two were received but he would like one more. The permanent Cranberry Crossing Traffic Hawk was due to arrive next week; it would be installed on a light pole.

Hurricane preparation and the integration of the pressure cleaning team into the safety department were underway. The pressure cleaning machine was broken the last two days, but, otherwise, it is out every day.

Mr. Pires stated that he drafted a memorandum for consideration to post signage about the presence of alligators in CDD lakes for CDD #1 and other Districts. CDD #2 would receive a copy of the memorandum. Ms. Viegas asked if the DRC must approve it and noted that there are signs around the lake at The Club. Mr. Pires suggested that the Board review the memorandum at the next meeting and review County regulations and pursue it from there.

Mr. Miller asked if there was any abatement to people driving the wrong way in the traffic circles. Mr. Willis stated yes and no. Ms. Viegas mentioned her request to have the Traffic Hawk at the Marengo/Aviamar traffic circle and asked how long it was there. Discussion ensued regarding traffic circles. Mr. Miller suggested an e-blast reminding residents to go the right way around traffic circles. Mr. Willis stated that he planned on doing that; the Sheriff’s office also noted instances of people driving the wrong way.

FIFTH ORDER OF BUSINESS

Developer’s Report/Update

Mr. Albeit stated there was nothing to report.
Ms. Viegas asked if the dumpsters on Dorado Lane could be emptied more frequently, as they were overflowing and trash was blowing; homeowners called Security to complain. Mr. Albeit stated that he would address it.

**SIXTH ORDER OF BUSINESS**  
Engineer’s Report: *Hole Montes, Inc.*

Mr. Jones stated that the Lagomar Court lake erosion issue was nearing completion. Concrete repairs, which were approved by CDD #1 this morning, would now commence and should be completed within the next two to three weeks, but it could take longer. Work on the concrete fence along Sandpiper, next to Aviamar, should start within the next couple of weeks. Quotes are being obtained for the Veneta paver repairs and asphalt as well.

**SEVENTH ORDER OF BUSINESS**  
Consideration: Approval of Encroachments – Pulte Home, 2783 Aviamar Circle

Mr. Pires stated Pulte submitted a proposal for an encroachment for a 1' roof overhang and a 3' X 3' pad onto a CDD #2 drainage easement. Ms. Viegas had brought some scrivener's errors in the agreement to his attention, which would be corrected. Pulte's Engineers drafted the Agreement. Mr. Aaron Raistick and Mr. Jack Praet, of Pulte, were in attendance. Mr. Miller asked how this came about. Mr. Praet stated he believed the shifting from multi-family to single-family platting may have caused the issue; the County discovered it.

Mr. Pires asked who from Pulte would be able to sign the Agreement. Mr. Praet stated that Mr. Scott Brooks could sign it. Discussion ensued regarding executing the Agreement.

Ms. Viegas stated there were a number of issues with Pulte that she wanted to raise. First was the street light that Pulte knocked over and has refused to reimburse the District for the repairs. Mr. Praet stated a check was cut and he would provide it to Mrs. Adams. Ms. Viegas mentioned other issues, including the overflowing dumpsters that resulted in trash blowing into the yards of Millbrook residents, Pulte contractors driving the wrong way around the traffic circle at Amaranda and Aviamar, and the transformer issue impacting the street lights on Amaranda. She noted that Mr. Cole sent a letter about the transformer to Pulte but had not received a response, as of the last meeting.
Mr. Raistick stated he would address the schedule for the dumpsters. He explained that the dumpsters were sometimes empty at the beginning of the day but overflowing by the end of the day. Ms. Viegas suggested that Pulte might need more dumpsters.

Mr. Jones discussed the issue with the transformer. Mr. Praet stated that Pulte did not cut a line and that Florida Power & Light (FPL) must reconnect the transformer. Mr. Jones and Mr. Praet would resolve this matter. Ms. Viegas asked Mr. Praet and Mr. Raistick to talk to their contractors and subcontractors about driving the right way around the traffic circle.

Discussion ensued about the potential issues if the eventual owner of the property could not do what is necessary if the items have to be removed and Pulte having financial responsibility to do so, if necessary. Mr. Miller suggested putting in a secondary liability in the Agreement so that, if the eventual owner does not have the financial ability, then Pulte must be responsible for removing the encroachment. Ms. DiNardo made the motion and Ms. Viegas seconded. The motion was approved subject to modifications as discussed. Mr. Pires will make the changes and send to Pulte for signature.

**On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor, the Pulte Encroachment Agreement for 2783 Aviamar Circle, subject to the additional liability that, if the eventual owner does not have the financial ability to remove the encroachment, then Pulte remains liable, was approved.**

**EIGHTH ORDER OF BUSINESS**

**Consideration:** Tree Trimming and Irrigation Management Proposals from Fiddler’s Creek Foundation, Inc.

This item would be discussed at the workshop later today.

Ms. DiNardo noted that some of the villages were missing from the proposal. Mr. Albeit stated that will be discussed this afternoon.

**NINTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of February 28, 2019**

Mr. Adams presented the Unaudited Financial Statements as of February 28, 2019.
Ms. Viegas asked where the GIS expense would be booked, since it was not budgeted.

Mr. Adams stated it would be booked to the “Engineering” line item.

Mr. Miller stated that the footnote for the 2003 bonds was being worked on, as part of the interpleader action, so it will be revised.

Mrs. Adams noted that the $44,000 cost for pressure cleaning would be booked to the “Roadway maintenance” line item, which was already at 85%. Ms. Viegas asked if it was budgeted. Mrs. Adams confirmed that it was budgeted, but the line item was over budget due to other items that were not budgeted.

Mrs. Adams stated that a LandCare expense was booked to the “Irrigation supply” line item so it would be re-classed to the correct line item.

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**TENTH ORDER OF BUSINESS**

**Consideration of February 27, 2019 Regular Meeting Minutes**

Mrs. Adams presented the February 27, 2019 Regular Meeting Minutes. The following changes were made:

- Line 53: Change “ad” to “non-ad”
- Line 93: Insert “.” after “protected”
- Line 243: Change “excused” to “accepted”
- Line 289: Change “management” to “maintenance”

**On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, the February 27, 2019 Regular Meeting Minutes, as amended, were approved.**

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**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

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

Mr. Pires reported the following:

- The Encroachment Agreement draft language was submitted to the County for all generator placement submittals to include site plans showing all easements and for the submitter to obtain all approvals from easement owners.
The County Planning Commission realized there are other placement issues, in addition
to generators, specifically A/C and pool equipment, which can create access issues for
emergency management because first responders or fire personnel might not be able to access
the backs of homes. The County was becoming much more proactive on these issues.

Mr. Miller asked if the new regulations are going to be retroactive. Mr. Pires did not
believe they would be retroactive.

The Rock encroachment agreement for 3126 Aviamar Circle and the draft letter for the
owners of 3130 Aviamar Circle would be sent.

Mr. Miller asked if the 3130 homeowners hired counsel. Mr. Pires did not know.

Mr. Pires stated that he and Ms. Lord were communicating with Mr. Woodward
regarding Tract E and the turnover to the District.

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

- NEXT MEETING DATE: April 24, 2019 at 10:00 A.M.

The next meeting will be held on April 24, 2019 at 10:00 a.m.

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

Mrs. Adams presented the Operations Manager’s Report, which was in the agenda, and
highlighted the following:

- The park benches were on order. The shipping date is April 16.

  Ms. DiNardo stated it appeared that the Veneta fountain timer was not adjusted for
daylight savings time and she would like the shut off time to go back to the previous settings of
11:00 p.m., rather than midnight, to save money. The Board agreed.

  Ms. Viegas asked if payment for the street light that was knocked down by TruScapes, at
the corner of Serena Lane and Aviamar Circle, was received. Mrs. Adams replied affirmatively.

  Ms. Viegas asked for an update on the oil spill in Oyster Harbor that extends all the way down
Sandpiper onto US 41, because the pressure cleaning had not done anything. Mr. Albeit stated
that he would ask Mr. Willis to review the camera footage at the Sandpiper gate, if the time
could be determined. Ms. Viegas believed it was Friday but did not know the time.

  Ms. McQuaker asked about informing homeowners of a new bug that is infesting and
killing pygmy palms. Mr. Miller stated that Mr. Albeit could decide if an e-blast was
appropriate. Ms. McQuaker stated that, from what she has read and the people she contacted,
it was not worth treating; it would be more cost-effective to replace them. She just wanted homeowners to know about the issue. Mr. Albeit stated that Ms. Shannon Benedetti, a resident, would provide him with an announcement about it and he would e-blast it. Discussion ensued regarding better pricing if more people signed on for the treatment and villages having their own pest control providers. Mrs. Adams noted that this was already built into the District's budget. Ms. Viegas mentioned that Millbrook decided not to treat but individual homeowners could try the treatments.

TWELFTH ORDER OF BUSINESS  Supervisors’ Requests

There being no Supervisors’ requests, the next item followed.

THIRTEENTH ORDER OF BUSINESS  Adjournment

The meeting recessed at approximately 11:16 a.m.

On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor, the meeting adjourned at 11:16 a.m.

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289Secretary/Assistant Secretary  Chair/Vice Chair
FIDDLER’S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2

12D
The Boards of Supervisors of the Fiddler’s Creek Community Development Districts #1 and #2 held an Irrigation Workshop on March 27, 2019 at 1:30 p.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present at the meeting for CDD #1 were:

- Phillip Brougham, CDD Chair
- Robert Slater, CDD Vice Chair
- Joseph Badessa, CDD Assistant Secretary
- Joseph Schmitt, CDD Assistant Secretary
- Torben Christensen, CDD Assistant Secretary

Present at the meeting for CDD #2 were:

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

Also present were:

- Chuck Adams, District Manager
- Cleo Adams, Assistant Regional Manager
- Jason Olson, Assistant Regional Manager
- Tony Pires, District Counsel
- Terry Cole, District Engineer
- Ron Albeit, Developer
- Tony DiNardo, Developer
- Shane Willis, Fiddler's Creek Security
- Rich Garcia, Fiddler's Creek Golf Course
- Mike Sidlovsky, Aqua-Matic Irrigation Systems, Inc.
- Marlo McQuaker, Resident
- George Serbe, Resident
- Monique Irmen, Resident
- John Campbell, Resident
- Michael Buck, Resident
- Charlie Tibbs, Resident
- Joseph Vaccaro, Resident
- Shannon Benedetti, Resident
- Residents
FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the joint workshop to order at 1:30 p.m. Supervisors Brougham, Slater, Badessa and Christensen were present, in person, from CDD #1. Supervisor Schmitt was not present at roll call. All Supervisors from CDD #2 were present, in person.

Mr. Adams thanked everyone for attending, especially the village representatives. The three pump stations in Fiddler’s Creek, the transmission system, controllers, water quality and maintenance requirements would all be discussed. Mr. Cole, the District Engineer, and Mr. Mike Sidlovsky, owner of Aqua-Matic Irrigation Systems, Inc., have been in Fiddler's Creek since the beginning and know the system.

SECOND ORDER OF BUSINESS

Presentation/Discussion: Irrigation Transmission System Hydraulics

Mr. Cole reviewed a map of CDDs #1 and #2 and identified the three pump stations. One is for the golf course and the other two service the villages in each District. One pump station is in Lake 88 and the other is in Lake 85. The pump stations pump water into the distribution systems and then out to the irrigation lines in the villages. He discussed the various lines, the size differences, the interconnections and the size of the lines through the Districts and in the villages. The annual allocation permit allows for 1.1 billion gallons of water; meaning, 13.5 million gallons per month. The pump stations pump 18,500 gallons per minute, not including the one for the golf course. Phase 1 restrictions are followed, which state irrigation cannot be run during the hours of 10:00 a.m. and 4:00 p.m.; odd numbered streets are irrigated Monday, Wednesday and Saturday, and even are Tuesday, Thursday and Sunday. There is no irrigating on Fridays. Irrigation can occur for six hours a day. There were stricter restrictions over the years. The annual allocation permit was renewed and is good through 2033.

Mr. DiNardo stated the Toro satellite system specs were used to develop and run the entire system; the only other system available is Rain Bird. The map was developed over many years and it was updated recently to show the locations of the controllers.

Mr. Slater asked if the two pump stations that cover the Districts were connected. Mr. Cole stated that they are looped together. Mr. Willis noted the pumps are variable frequency so they run as needed.
Mr. Brougham asked if the pump stations, valves and heads in the villages were based on the amount of shrubs and trees planned for each village. Mr. Cole replied affirmatively; it was based on the amount of land area that would need irrigation. Mr. Brougham asked, since it had been 20 years since the system was installed, had the landscaping in each village, as well as changing heads that impact coverage areas, been considered as staying within the permit allocation; meaning was there an impact. Mr. Cole replied affirmatively; there was an impact. Mr. DiNardo questioned Mr. Cole's response and then Mr. Cole said no. Mr. Miller asked if there was a variance in what was planned, 20 years ago, and what happened. Mr. Cole replied no; the land area to be irrigated did not change. Mr. DiNardo stated that the maps and system are constantly updated.

Discussion ensued regarding various irrigation matters.

Ms. Viegas asked if the change from multi-family to single-family homes, which have more green land area to be irrigated, made an impact. Mr. Cole stated that the same percentage of green area was used for both single-family and multi-family; therefore, there was no impact.

Mr. Schmitt discussed an issue in Mahogany, Mulberry and Isla del Sol, where homeowners have their own irrigation controls and set them to water more often than scheduled. The County is the one that would enforce and they only do it when there is a major watering restriction in place. He felt that, when Mr. Jim Vajen was in charge, there was more control. Mr. Sidlovsky noted that the Districts always irrigate following the Phase 1 restrictions.

Mr. Slater asked how many villages are simultaneously watered when the central controller is distributing the water. Mr. Sidlovsky stated that the computer sends out what gets watered and when. Mr. Slater believed it was not working that way because villages are not getting the same flow. There is a meter in his village, Bent Creek, but not all villages have meters. Mr. DiNardo stated that meters could be added to all villages so the flow could be monitored. He reiterated that there are only two systems available, Toro or Rain Bird.

Mr. Brougham asked if the current software would take care of the flows, if meters were installed everywhere. Mr. Sidlovsky stated that the current system would not support it, if meters were installed everywhere.

Mr. Schmitt asked for confirmation that The Rookery golf course has its own system. It was confirmed.
Mr. Sidlovsky stated that he has been in Fiddler’s Creek since 1997. He installed all the pumps and intentionally over-designed the system in case Phase 3 restrictions were ever implemented. Since the system was oversized and the pipe system was designed for the worst-case scenario, that was not the issue.

Mr. Miller asked for a breakdown of the watering restriction Phases. Mr. Sidlovsky stated the County and State set watering restrictions, and reported the following:

- **Phase 1**: Cannot water between the hours of 10:00 a.m. and 4:00 p.m., and cannot water on Fridays.
- **Phase 2**: Allows watering twice a week and only from 12:00 p.m. to 6:00 a.m. There are also restrictions depending on the acreage of a property.
- **Phase 3**: Unknown; the South Florida Water Management District (SFWMD) makes the determination.

Mr. Sidlovsky stated that only seven of 20 pumps were being used at a time, so the Districts were in good shape. The main line stub at the entry point to each village was done by each village’s original irrigation contractor, which could cause issues. When individual landscapers replace broken heads and nozzles, it could change the amount of water those heads allow to be distributed. Mr. Miller asked if that information was known. Mr. DiNardo replied no; what each individual head in the community is was not known.

Mr. Slater stated when he turns on the heads in his village, the pressure and amount are fine when no one else is irrigating. When other villages are being watered, his water comes out at a drizzle. Mr. Sidlovsky stated the computer only does what it is told to do. When the irrigation computer was moved from the golf course to The Club, the wattage was changed.

Mr. Albeit stated Mr. Kevin Powers, from Toro, was there when the computer was moved and the system was upgraded to make sure all the specs for the villages were in the new system. Mr. DiNardo stated that no one was policing the system so the HOAs have started running the system as they want. Mr. Sidlovsky stated that Toro has an upgrade that would prevent landscapers from using the standalone mode; during his review, he found that most of the villages were in standalone mode and many of the antennas used to boost the signal to the satellite were broken off by the hurricane; however, with the increased wattage, the antennas are not needed. He recommended the Toro upgrade to prevent landscapers from putting the
villages’ systems into standalone mode. Village landscapers could call a central person to put their system into standalone mode when needed for new plantings, etc.

Mr. DiNardo stated the system was not the issue; the issue was the lack of control. Ms. DiNardo asked if, as part of the bidding, the bidders should be required to use certain heads to help with that issue. Mr. DiNardo stated that contractors would use generic heads and there was no way to control it. Mr. Sidlovsky stated that the nozzles were more the issue, not the heads.

Mr. Sidlovsky stated that Toro has new software worth considering. He thought it would work for Fiddler’s Creek’s needs in the future and it would be upgradeable. Mr. Christensen asked if it could communicate with the satellites. Mr. Sidlovsky replied affirmatively. Mr. DiNardo stated that the satellites must be upgraded; the computer and software was not the problem, as they were upgraded when they were moved.

Mr. Brougham felt that the control issue was in the distribution of the water and discussion should be about the steps to get it under control; there should be a new platform that the CDD Boards and the villages must address, and need to determine who has the responsibility to budget it. Mr. Miller felt that there were two issues; the technical issues and who would control it.

THIRD ORDER OF BUSINESS  
Presentation/Discussion: Irrigation Water Quality and Maintenance Requirements

Mr. Sidlovsky stated that the water quality must be improved and eradication of the snails must be addressed. Snail larvae are entering through the filters and surviving and reproducing. Bryozoa is even more of a problem than the snails; the blockage in filters recently taken apart was 60% Bryozoa and 40% snails. The CDDs are doing everything possible at the pump stations, with the chemical injections. He would further research an ultrasound treatment that kills the algae.

Mr. DiNardo stated that The Foundation knows policing the system is an issue. If The Foundation found out that someone was running their system beyond the scheduled time, The Foundation could fine them. While it makes sense to enforce, you need the ability to enforce which requires someone to inspect and police it. That requires knowledge of the system; therefore, they need a person who has the knowledge and can assess the individual village
Mr. Rich Garcia, from the golf course, and Mr. Willis collaborated to create a program that would monitor and police the Toro system, but a dedicated person needs to be hired to do it. Training could be down to the safety patrol level so the patrol officers could shut off a valve when there is a break or irrigation is running continually. The plan would always be updated.

Mr. Klug asked about the reporting that used to be sent and if that was policing the system. Mr. DiNardo replied no; Mr. Vajen used to drive the community and report to Mr. Albeit. Mr. DiNardo felt that, while everyone wants new technology and satellites, the first step was to police the system. The second phase would be for the CDDs and villages to agree and upgrade their satellites and the Toro system. Mr. Christensen asked what could be done to curb excessive watering. Mr. DiNardo stated that nothing could be done now; everyone must wait for Mr. Willis’ presentation.

FOURTH ORDER OF BUSINESS

Presentation/Discussion: Irrigation System Controllers

Mr. Willis gave a PowerPoint presentation and noted the following:

➢ Water distribution is the problem, not the water supply.
➢ Security would be called now to shut off the valves, not the landscapers.

Mr. Miller asked if the new hire would be a full time position. The answer was yes. Regarding whether The Foundation had someone in mind, Mr. DiNardo replied affirmatively and stated that there would be a $90,000 cost, which he felt would not be fair for The Foundation to pay. Mr. Brougham stated that it would be cost-shared and the Districts need a proposal from The Foundation. The proposal should include an assessment of the current system, a recommendation for the upgrade, and a breakdown of the costs that each village and CDD would pay. Ms. Viegas asked who the new hire would report to. Mr. DiNardo stated that the person would report to Mr. Willis. Ms. Viegas asked if the new hire would also cover the golf course. Mr. DiNardo replied no, Mr. Rich Garcia would be responsible for the golf course. The new hire would assess the villages’ needs.

Mr. Miller asked that a proposal be presented at the Boards’ April meetings, along with a summary of how and when it would be implemented. There would be a contract between the Districts and The Foundation for the new hire.
Ms. McQuaker stated she met with Mr. Kevin Powers, from Toro, and the issue in Amador was Taylor Morrison (TM) putting the irrigation on battery packs and not connecting to the satellites. Mr. DiNardo stated that the satellites were always done by the builders who own the property. The new hire would make sure the builders are in compliance. Ms. McQuaker felt that, despite being compliant now, they are on stand alone because the rain sensor shuts off the system and does not turn it back on after the rain is over, causing plantings to die.

Ms. McQuaker asked who oversees the best time to water the plantings. Mr. DiNardo stated that Ms. McQuacker could talk to the new manager, once they are hired. Mr. Adams stated that the type of watering that is needed goes into the system. Mr. DiNardo stated that the new manager would talk to each village and review everything.

Mr. George Serbe, a resident, stated that his issue was with his village’s clock, which was struck by lighting and destroyed. The clock was replaced but the landscaper did not know where the wires should go. He spoke to Mr. Sidlovsky and Mr. Willis and found out that, apparently, it does not work with the software. Mr. DiNardo advised Mr. Serbe to involve Mr. Powers. Mr. Serbe stated that the reports being received make no sense. Mr. DiNardo stated that the new manager would address it. Mr. Serbe noted that Mr. DiNardo said this could all happen within three weeks but it will take longer, since the proposal would not be presented until the April meetings. Mr. DiNardo stated the new hire would be brought in, under The Foundation and then transferred to the CDDs, if the Boards directed that. The CDD Boards were agreeable to Mr. DiNardo’s plan.

FIFTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the joint workshop adjourned at 3:09 p.m.

On MOTION by Ms. Viegas and seconded by Mr. Nuzzo, with all in favor, the meeting adjourned at 3:09 p.m.
FOR FIDDLER’S CREEK CDD #1

_______________________
Secretary/Assistant Secretary

____________________________
Chair/Vice Chair

FOR FIDDLER’S CREEK CDD #2

_______________________
Secretary/Assistant Secretary

____________________________
Chair/Vice Chair
April 18, 2019

Ms Daphne Gillyard
Fiddlers Creek 2 CDD
6131 Lyons Road Suite 100
Coconut Creek, FL 33073

Dear Ms Gillyard,

In compliance with 190.06 of the Florida Statutes this letter is to inform you that the official records of the Collier County Supervisor of Election indicate 898 registered voters residing in the Fiddlers Creek 2 CDD as of April 15, 2019.

Should you have any questions regarding election services for this district, please free to contact our office,

Sincerely,

[Signature]

David B. Carpenter
Qualifying Officer
Collier County Supervisor of Elections
(239) 252-8501
Dave.Carpenter@CollierCountyFl.gov
FIDDLER’S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2

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

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

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

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

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

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

District Manager
Fiddler’s Creek Community Development District #2
TO: Fiddlers Creek CDD #2 Board of Supervisors

FROM: Cleo Adams – Assistant Regional Manager

DATE: April 24, 2019

SUBJECT: Monthly Status Report – Field Operations

**Fountains:** The Veneta fountain has one pump/motor down, as well as the Aviamar fountain. This was reported on Monday, April 16th. Parts have been ordered – no further update at the time this report is written.

Note: As requested at last month’s meeting, timers have been reset to turn off at 11:00 PM.

**Lagomar Lot Erosion:** All necessary repairs required by the District have been completed. District Engineer to confirm prior to paying the contractor.

**Lake 85 – Littoral Shelf:** As approved at the December meeting, Staff will be replacing the dead Wax Myrtles with 15 gallon of the same. This project will be scheduled with the summer rains.

**Landscape:** Staff continues to tour/review the property to ensure project completions as well as day to day activities are being met. Jason Olson to provide the Board with an update under separate cover as he has been conducting property reviews every two weeks with Landcare & Gulfscape’s. Cleo/Chuck has scheduled a property review for Tuesday, May 7th.

**Oyster Harbor:** Additional area of landscape turnover to the District took place on April 16th.

**Landscape Renovation Project:** The R/R Split Leaf Philodendron project has been scheduled to commence Thursday, March 21st with the demo. Installation should commence Tuesday/Wednesday of next week – project is scheduled to take (6) days to complete, weather permitting. Update: Project has been completed and confirmed by Jason Olson.

**Tree Pruning:** Staff is in the process of obtaining proposals to continue our yearly crown reduction/thinning program throughout.

Note: As a reminder we have performed this exercise along the park buffer from US 41 towards the pump stations on Creative.

**Mosquito Control:** Applications with a truck mounted sprayer May thru September every two weeks is schedule to commence Friday evening @ 8:00 PM, May 3rd.
Fence Repairs: There are several locations of required repairs due to damages from tree roots/vegetation – Staff has contacted Costal Concrete and provided locations of damages. No further update at this time.

Irrigation Pump Station: On March 22nd Metro Pumping reported that two of the ABB 550 75 hp variable frequency drives required replacing due to a high electrical surge – total cost to replace - $20K.

Note: On February 28th, Staff received a notice from FPL indicating that they were going to be improving the electrical system to strengthen the main power line serving your area, which was expected to commence March 20th. Areas of work to include US-41. Additionally, indicating that there would be power interruptions. Staff believes this was not a coincidence however unable to prove. Information was also provided to our District Attorney.

PulteGroup: Upon receipt of the check reimbursing the District for the street lamp replacement, it was brought to Staff’s attention that they check was incorrectly made payable to the Foundation. Pulte indicated via email, that a new check was issued on Tuesday, April 16th. Update to be provided to the board upon receipt.

Park Benches: As approved at last month’s meeting, benches have been ordered. Status update to be provided by Jason Olson.