

FIDDLER'S CREEK

COMMUNITY DEVELOPMENT

DISTRICT #2

December 8, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Fiddler's Creek Community Development District #2

OFFICE OF THE DISTRICT MANAGER

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

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

December 1, 2021

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

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

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #2 will hold a Regular Meeting on December 8, 2021 at 10:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. Members of the public may listen to and participate in the meeting via conference call at **1-888-354-0094**, Participant Passcode: **709 724 7992**. The agenda is as follows:

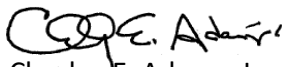
1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items
3. Update: Status of Line of Credit for Impending Hurricane Season
4. Health, Safety and Environment Report
 - A. Irrigation and Pressure Washing Efforts: *Todd Lux*
 - B. Security and Safety Update: *Dan Frechette*
5. Update: Status of Taylor Morrison Faulty Design Issues and Potential Claim for Associated Engineering and Legal Expenses
6. Developer's Report/Update
7. Engineer's Report: *Hole Montes, Inc.*
8. Update: Status of Petition for Boundary Amendment
9. Continued Discussion/Consideration of Open Space/Undeveloped Parcel: Cordgrass vs. Bushhogging
10. Continued Discussion: Consideration of Acceptance of Deeds for Fee Simple Ownership of Various Landscape/Buffer Tracts Within Fiddler's Creek Community Development District 2
11. Consideration of Callista at Fiddler's Creek Condominium Association, Inc., Roadway Facilities Lease Agreement

- 12. Consideration of Hole Montes, Inc. Stormwater Management System 20-Year Needs Analysis
- 13. Acceptance of Unaudited Financial Statements as of October 31, 2021
- 14. Approval of Minutes
 - A. October 27, 2021 Regular Meeting Minutes
 - B. November 10, 2021 Regular Meeting Minutes
 - Action Items
- 15. Staff Reports
 - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
 - B. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: January 26, 2022 at 10:00 A.M.
 - QUORUM CHECK
 - C. Operations Manager: *Wrathell, Hunt and Associates, LLC*
- 16. Supervisors' Requests
- 17. Public Comments
- 18. Adjournment

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

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

Sincerely,


 Chesley E. Adams, Jr.
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

**CALL IN NUMBER: 1-888-354-0094
 PARTICIPANT PASSCODE: 709 724 7992**

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

4A

CDD 2

12/08/2021

TODD LUX, DIRECTOR OF FACILITIES

CDD 2 CONTRACTED RESPONSIBILITIES

- Tree Canopy Trimming
- Pressure Washing
 - Pressurewashing@Fiddlerscreek.com
- Irrigation
 - IrrigationUsers@Fiddlerscreek.com

TREE CANOPY TRIMMING



All 2021 trimmings have been completed

- 2022 tree trimmings will also include
 - ✓ Ficus
 - ✓ Pine
 - ✓ Areca

PRESSURE WASHING



Past 30 Days:

- Oyster Harbor Community
- Verenna Sidewalks
- Hyacinth Drive Sidewalks
- Club Center Blvd. Sidewalks

Projected Next 30 Days:

- Fiddler's Creek Parkway
- Marsh Cove Community

Future:

- Isla Del Sol Community

Current Month's Projected Plan

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





Questions?

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

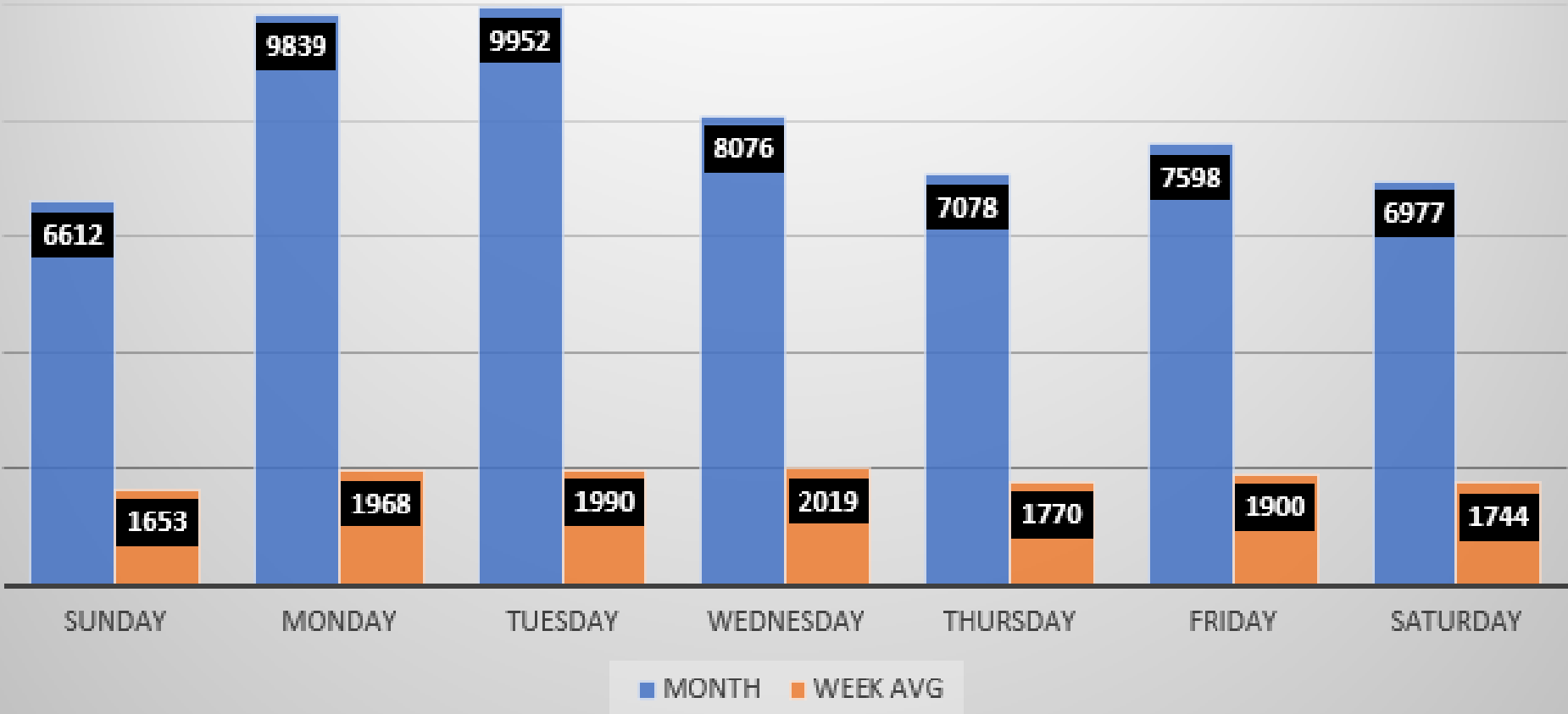
4B

Gate Access Control

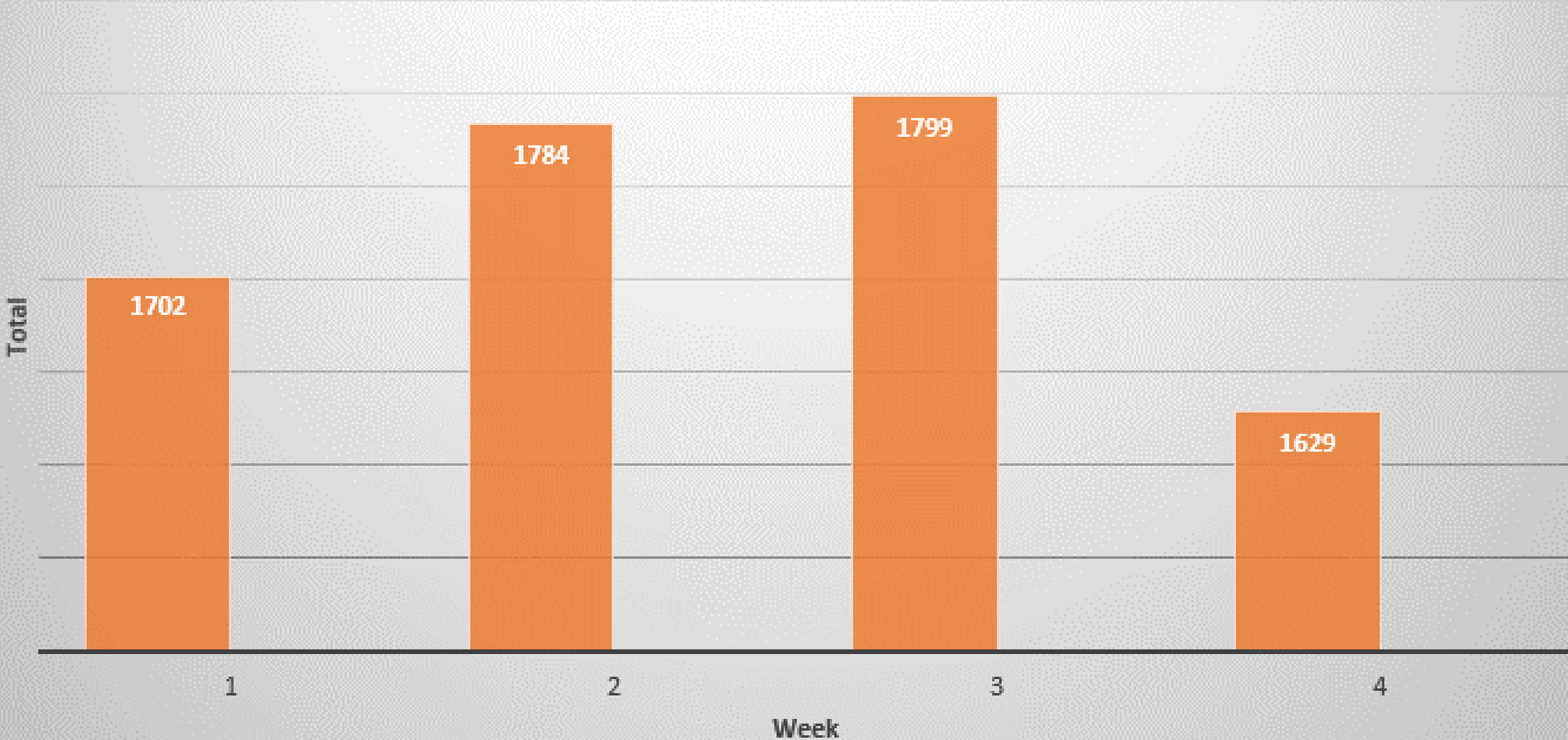
- Call the automated gate house at 239-529-4139
- Enter your guest information on the member's website
- Use the Fiddler's Creek mobile app to register guests
- IF YOU EXPERIENCE DIFFICULTY WITH ANY OF THESE, PLEASE SEND THE INFORMATION TO safety@fiddlerscreek.com, ALWAYS INCLUDE YOUR NAME AND ADDRESS.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

**WE ARE NOT FIRST RESPONDERS, ALWAYS CALL 911 FOR
AN EMERGENCY
THEN CALL COMMUNITY PATROL TO INFORM THEM OF
THE INCIDENT**

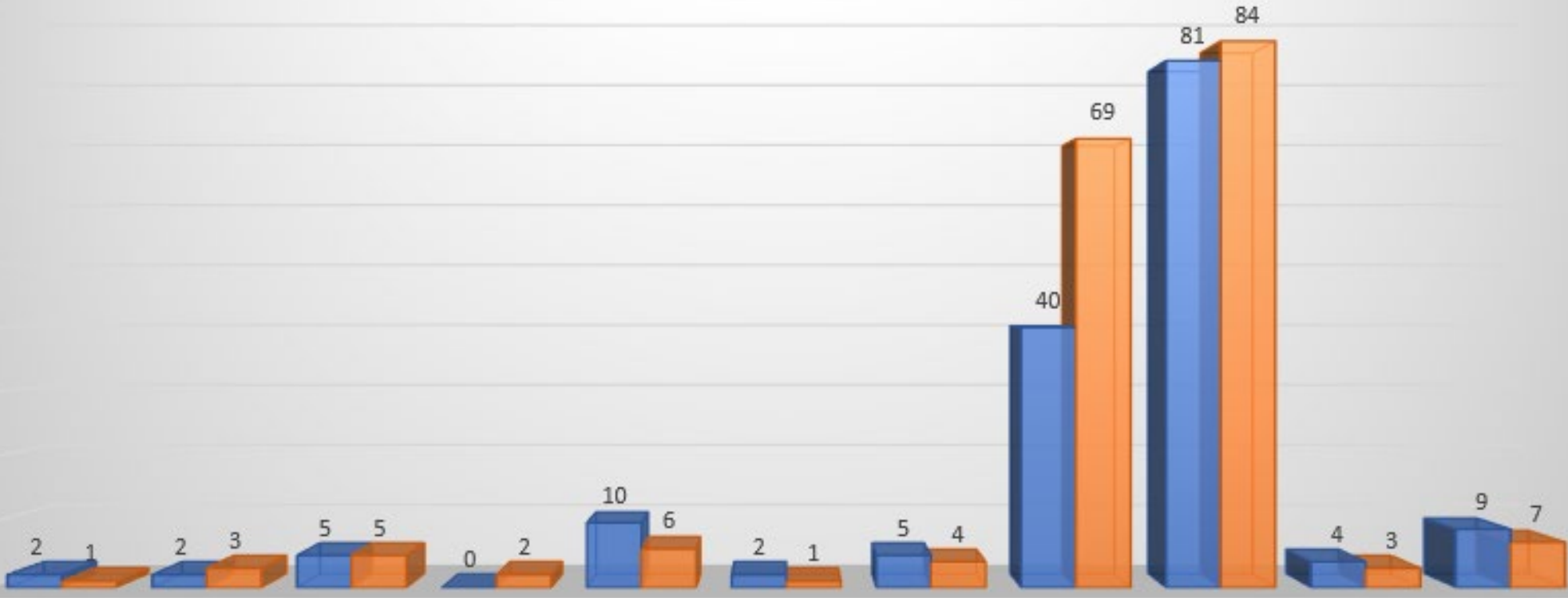
GATEHOUSE ACCESS CONTROL-NOVEMBER 2021



Occupancy Report - November 2021



INCIDENTS-OCTOBER-NOVEMBER 2021



	Alarms	Animal Complaints	By-Law Violations	Gate Arm Damage	Medicals	Noise Complaints	Officer Observation	Open Garage Doors	Parking	Property Damage	Resident Complaints
■ NOVEMBER	2	2	5	0	10	2	5	40	81	4	9
■ OCTOBER	1	3	5	2	6	1	4	69	84	3	7

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

9

From: [Cleo Adams](#)
To: [Debbie Tudor](#); [Gianna Denofrio](#)
Cc: ["Mark Grimes Gulfscapes"](#); mbarrow@gulfscapeslandscape.com; [Chuck Tenley](#); [Daphne Gillyard](#)
Subject: FW: Aviamar Cord Grass install
Date: Monday, November 22, 2021 12:04:21 PM
Attachments: [Fiddlers Creek Aviamar Cord Grass - #2966.pdf](#)
[Fiddlers Creek Aviamar Bahia install - #2975.pdf](#)

Debbie,

Please include the attached/below email for Fiddlers #2 discussion/consideration.

Stay Safe, Healthy & Donate Plasma –

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

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF
WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS
FROM OUR OFFICE DO NOT SEND A WIRE.**

From: mgrimes@gulfscapeslandscape.com <mgrimes@gulfscapeslandscape.com>
Sent: Thursday, November 4, 2021 5:51 PM
To: Cleo Adams <crismondc@whassociates.com>
Cc: 'Mike Barrow' <mbarrow@gulfscapeslandscape.com>; 'Chuck Tenley'
<ctenley@gulfscapeslandscape.com>
Subject: Aviamar Cord Grass install

Cleo,

Here is the proposal to install Cord Grass in the area we discussed in Aviamar. I have also attached an alternate proposal to install Bahia in that area. Below I have listed the current maintenance cost and the maintenance costs if we were to install one of the options.

- Current maintenance cost for bush hogging the weeds; \$4,680.00 per year.
- Cost to maintain the Cord Grass, including cutting them back twice per year and weed control; \$13,800.00 per year, cost does not include installing pine straw yearly.
- Cost to maintain the Bahia, including mowing 36 times per year and fertilizing twice per year; \$5,640.00 per year.

As I said on the call, I'm not sure the Cord Grass is a good idea in such a large area; especially that close to the homes. Who knows what kind of critters will be living in it at Fiddlers Creek. If they want to give it a cleaner look the Bahia would be a better option and the maintenance cost is relatively low. Please let me know if you have any questions or need additional information.

Thank you,

Mark Grimes

GulfScapes

Landscape Management Services

Ph. 239-455-4911

Fax 239-791-1264

GulfScapes Landscape Management Svcs.
PO Box 8122
Naples, FL 34101
239-455-4911



Proposal

ADDRESS

Fiddler's Creek CDD II
c/o Wrathell, Hunt, Hart & Associates
9220 Bonita Beach Rd., #214
Bonita Springs, FL 34135

PROPOSAL # 2966
DATE 11/04/2021

DESCRIPTION	AMOUNT
Provide labor and materials to complete the following.	
Install 2,500 - 3 Gallon Cord Grass	40,000.00
Install 1,140 Bales of Pine Straw	7,980.00
2 - applications of non-selective herbicide	1,700.00
<hr/>	
TOTAL	\$49,680.00

Accepted By

Accepted Date

GulfScapes Landscape Management Svcs.
PO Box 8122
Naples, FL 34101
239-455-4911



Proposal

ADDRESS

Fiddler's Creek CDD II
c/o Wrathell, Hunt, Hart & Associates
9220 Bonita Beach Rd., #214
Bonita Springs, FL 34135

PROPOSAL # 2975
DATE 11/04/2021
EXPIRATION DATE 12/31/2021

DESCRIPTION	AMOUNT
Provide labor and materials to complete the following in Aviamar.	
- Install approx. 50,000 s.f. of Bahia sod.	20,000.00
- 2 applications of herbicide and prep work before installation of sod.	4,500.00
<hr/>	
TOTAL	\$24,500.00

Accepted By

Accepted Date

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

11

ROADWAY FACILITIES LEASE AGREEMENT

THIS ROADWAY FACILITIES LEASE AGREEMENT ["Lease"] made and entered into as of the 1st day of DEC 2021, by and between **CALLISTA AT FIDDLER'S CREEK CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation, and/or its successors and assigns (hereinafter referred to as "Lessor"); and the **FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #2**, a community development district established pursuant to Chapter 190, Florida Statutes, and/or its successors and assigns (hereinafter referred to as "Lessee" or "District").

WITNESSETH

WHEREAS, Lessor is the condominium association that operates and maintains the common elements of Callista at Fiddler's Creek, a Condominium (including the property described and depicted on the attached **Exhibit "A"**), which lands described and depicted on the attached **Exhibit "A"** are improved as a roadway with associated appurtenances and improvements including streetlights and landscaping (and associated irrigation facilities), said land and roadway with associated appurtenances and improvements including streetlighting and landscaping (and associated irrigation facilities) being hereinafter referred to as the "Roadway Facilities"); and,

WHEREAS, the Lessee is a local unit of special purpose government organized, established and existing in accordance with the Uniform Community Development District Act, Chapter 190, Florida Statutes, as amended (the "Act"); and,

WHEREAS, the Lessee was established for the purpose of delivering certain community development services and facilities within its jurisdiction, such services and facilities to include, among other things, District roads equal to or exceeding the applicable specifications of the county in which such District roads are located; and,

WHEREAS, the Lessee has the ability and authority to lease as lessee from any person, firm or corporation, association, or body, public or private, any projects of the type that the Lessee is authorized to undertake and facilities or property of any nature for the use of the Lessee, to carry out any of the purposes authorized by Ch. 190, F.S.; and,

WHEREAS, the District Engineer for the Lessee has certified and advised that the constructed road components of the Roadway Facilities are equal to or exceed the applicable specifications of Collier County, Florida; and,

WHEREAS, Lessor has the right, power and authority to enter into this Lease Agreement to lease the Roadway Facilities and has taken all steps necessary to approve entering into this Lease Agreement; and,

WHEREAS, the Lessee believes that it is necessary and desirable and in the best interests of the Lessee and the property owners within the District to lease from Lessor the Roadway Facilities located on the real property described in **Exhibit "A"**; and,

WHEREAS, the Lessee desires to lease from Lessor and Lessor desires to lease to the Lessee on the terms and conditions set forth herein, the Roadway Facilities, in order to operate, maintain, replace and if desired, reconstruct, the Roadway Facilities.

NOW THEREFORE, for and in consideration of the premises, the terms and conditions of this Lease and the rental amounts to be paid herein from Lessee to Lessor, the parties hereto agree as follows:

1. LEASE TERM.

The Initial Term of this Lease shall begin on the 1st day of DEC, 2021, and, unless earlier terminated pursuant to the provisions of Paragraphs 6 or 12 herein, shall terminate twenty (20) years thereafter on the 30th day of NOV, 2041 [the "Initial Term"].

Prior to the expiration of the Initial Term, provided that Lessee is in full compliance with all of the terms of this Lease, Lessee shall have an option to renew this Lease for an additional twenty (20) year term beginning Dec 1, 2041 [the "Initial Extension Term"] which option, if it is to be exercised by Lessee, shall be exercised by Lessee providing written notice to Lessor, not later than six (6) months prior to the expiration of the Initial Term, of Lessee's renewal of the Lease for the Initial Extension Term. Thereafter, not later than six (6) months prior to the expiration of the Initial Extension Term [i.e. prior to JUNE 1, 2041], provided that Lessee is in full compliance with all of the terms of this Lease, Lessee shall have an option to renew this Lease for successive individual twenty (20) year terms [the "Subsequent Extension Terms"] which option(s), if exercised by Lessee, shall be exercised by Lessee providing written notice to Lessor not later than six (6) months days prior to the expiration of each Subsequent Extension Term. The "Initial Extension Term" and the "Subsequent Extension Terms" are at times herein collectively referred to as the "Extension Term(s)".

2. DESCRIPTION OF LEASED PROPERTY.

Lessor hereby leases to the Lessee the Roadway Facilities. Said Roadway Facilities are further described and depicted on the survey and sketches attached hereto and made a part hereof as **Exhibit "A"**. The Roadway Facilities also includes any alterations, modifications and additions thereto made during the term of this Lease.

3. RENT.

The rent for the above described real property and the Roadway Facilities shall be the rate below payable as follows:

The rental rate shall be fixed at \$200.00, for the original Twenty (20) year Initial Term and \$200.00 for any Extension Term. Lessor hereby acknowledges receipt of the rent payment for the Initial Term. Rent for each Extension Term(s) shall be payable to Lessor without notice or demand and without abatement, deduction or set off, unless expressly stated otherwise in the provisions of this Lease, on or before the beginning of such Extension Term(s) to Lessor or its authorized agent at such place as the Lessor may from time to time direct in writing.

4. CONDITION OF LEASED PREMISES.

Lessor represents to Lessee that since the date of turnover of control of Lessor from the developer to the unit owners of Lessor, Lessor has not taken any actions or engaged in any

activities in, on or upon the Roadway Facilities to adversely affect the condition of the Roadway Facilities. At the commencement of the Lease term, Lessee shall accept the Roadway Facilities "as is" in their existing condition(s). Lessor and Lessee agree with the description and assessment of the condition of the Roadway Facilities as outlined in the report of the District Engineer dated ____, 2021, a copy of which is attached hereto as **Exhibit "B"**.

The Lessor has not made any representations with respect to the Roadway Facilities, or the land upon which they are located except as expressly set forth herein, and no rights, easements or licenses are acquired by the Lessee by implication or otherwise except as expressly set forth in the provisions of this Lease.

5. MAINTENANCE, REPAIR, REPLACEMENT, RECONSTRUCTION, ALTERATIONS

Except as to that landscaping located: 1. between the edge of curb and the outer boundary of the right of way of Callista and Callista Mar Way Court; and, 2. the "circle" portions of Callista and Callista Mar Way Court as depicted on **Exhibit "C"**, all maintenance, repairs, replacement, construction, reconstruction, modifications of and alterations to the Roadway Facilities during the Lease term, shall be and are the responsibility of the Lessee. With the exception of such landscaping, the Lessee shall keep and maintain the Roadway Facilities in good condition and repair.

Anything to the contrary contained herein notwithstanding, Lessor hereby reserves and Lessee hereby grants unto Lessor and Lessor's agents and contractors full right of access upon any landscaped portions of the Roadway Facilities described in the first sentence of this Paragraph 5 for purposes of performing all necessary landscaping maintenance, repair and replacement, all such work to be performed at Lessor's sole cost and expense. All changes to the configuration(s) of the Roadway Facilities as they exist as of the date of this Lease require the prior written review and approval of the Lessor.

6. TERMINATION BECAUSE OF DEFAULT.

If, at any time during the term of this Lease, Lessee fails to comply with any of the terms and conditions of this Lease, and such default continues without reasonable justification for thirty (30) days after written notice has been sent to Lessee to cure such default [i.e. the "First Written Notice To Lessee"], Lessor shall further notify Lessee in writing, providing in detail the nature of the alleged breach [i.e. the "Second Written Notice To Lessee"]. Lessee shall have a period of thirty (30) days after the Second Written Notice to Lessee to address the alleged breach and effect any cure thereof. Provided however, that if the time frame to cure the default cannot be achieved within thirty (30) days of the Second Written Notice To Lessee solely as a result of circumstances beyond the control of the Lessee, and such circumstances are communicated to Lessor in writing within fifteen (15) days of Lessee's receipt of the Second Written Notice To Lessee, then the time to cure shall be extended to sixty (60) days from the date of receipt of the Second Written Notice To Lessee.

If Lessee fails to cure the alleged breach after the period provided in the Second Written Notice To Lessee, or any extension thereof as outlined above, Lessor shall have the right to terminate the Lease and to pursue all available legal remedies.

If, at any time during the term of this Lease, Lessor fails to comply with any of the terms and conditions of this Lease, and such default continues without reasonable justification for thirty (30) days after written notice has been sent to Lessor to cure such default [i.e. the "First Written Notice To Lessor"], Lessee shall further notify Lessor in writing, providing in detail the nature of the alleged breach [i.e. the "Second Written Notice To Lessee"]. Lessee shall have a period of thirty (30) days after the Second Written Notice To Lessor to address the alleged breach and effect any cure thereof. Provided however, that if the time frame to cure the default cannot be achieved within thirty (30) days of the Second Written Notice To Lessor solely as a result of circumstances beyond the control of the Lessor, and such circumstances are communicated to Lessee in writing within fifteen (15) days of Lessor's receipt of the Second Written Notice To Lessor, then the time to cure shall be extended to sixty (60) days from the date of receipt of the Second Written Notice To Lessor.

If Lessor fails to cure the alleged breach after the period provided in the Second Written Notice To Lessor, or any extension thereof as outlined above, Lessee shall have the right to terminate the Lease and pursue all available legal remedies.

7. NOTICES.

Notices as provided for or required in this Lease shall be in writing, delivered to the respective party by hand delivery or by Certified Mail, Return Receipt Requested at the following addresses [unless a different address is subsequently provided in writing], and shall run from the date delivered, or the date delivery is attempted, should delivery be refused.

ADDRESSES FOR NOTICES:

LESSOR: President, Callista at Fiddler's Creek Condominium Association, Inc. ; Southwest Property Manager
C/O _____ 1044 Castello Drive Ste 206
_____ Naples Florida
34103

LESSEE: Fiddlers Creek Community Development District #2
9220 Bonita Beach Road, Suite 214
Bonita Springs, Florida 34135

8. USE, QUIET ENJOYMENT, LOCAL LAWS, INDEMNIFICATION, INSURANCE

Lessee covenants that it will use the Roadway Facilities in compliance with all laws and ordinances and governmental regulations applicable thereto. Lessor covenants that Lessee on complying with the terms of this Lease and on paying the rent required hereby, shall peaceably and quietly have, hold, and enjoy the Improvements for the full term of this Lease.

To the extent permitted by law and without waiver of the right of Lessee to claim immunity under Florida law, including, but not limited to Section 768.28, Florida Statutes, and without extending or altering the Lessee's liability beyond the limits established in Section 768.28, Florida Statutes, Lessee hereby indemnifies and holds Lessor harmless from any loss,

damages or awards (including reasonable attorneys' fees and costs) arising out of personal injury or death or property damage resulting from Lessee's operation of the Roadway Facilities, unless Lessor is obligated to indemnify Lessee as provided below). This provision is not intended to waive any right or claim of sovereign immunity held by the Lessee pursuant to Florida law, including, but not limited to Section 768.28, Florida Statutes.

To the extent permitted by law and without waiver of the Lessee's claim to immunity under §768.28, Florida Statutes, the Lessee agrees to maintain liability insurance covering the Roadway Facilities, naming the Lessor as an additional insured, with the insurance coverage to be in the amount of \$500,000 each occurrence and \$1,000,000.00 in the aggregate, for damages arising out of personal injury, bodily injury or death and property damage.

Lessor hereby indemnifies and holds Lessee harmless from any loss, damages or awards arising out of personal injury or death or property damage resulting solely from Lessor's or Lessor's agents activities in, on, under or upon the Roadway Facilities.

Lessor shall retain the ability to enforce the provisions of its Declaration of Condominium, Articles of Incorporation, Bylaws and rules and regulations, as they exist as of the date of this Lease, as they may be applicable to the Roadway Facilities.

9. UTILITIES, LICENSES, PERMITS.

All permits, development orders, licenses, certifications, certificates and approvals necessary for performance of this Lease by the Lessee shall be obtained by the Lessee at the Lessee's sole cost and expense. Lessee shall provide Lessor with a copy of any issued development order, license, certification, certificate and approval.

Lessee shall be responsible for the costs, fees, and charges of all utilities necessary to engage in Lessee's maintenance and operation of the Roadway Facilities, including but not limited to water and electricity.

10. TIME IS OF THE ESSENCE.

Time is of the essence in the matter of possession of the premises, and the failure of either party to permit possession thereof shall entitle the offended party to any damages provided by law.

11. ATTORNEYS' FEES.

In the event either party must engage the services of an attorney to enforce any of the terms of this Lease, it is expressly contracted, covenanted and agreed by and between Lessor and Lessee that the non-prevailing party shall bear the cost of any such services and expenses incurred by the prevailing party, as well as the court costs which might be incident to a suit brought for the enforcement of any or all of the terms of this Lease Agreement.

12. TERMINATION OF LEASE.

The Lessee shall, at the expiration of the Lease term, surrender to the Lessor the

Roadway Facilities, together with all alterations, additions, and improvements which may have been made.

No act or thing done by the Lessor or its agents during the term of this Lease shall be deemed an acceptance of the surrender of the leased property and no agreement to accept such surrender shall be valid unless in writing signed by the Lessor or its agent. No employee or agent of the Lessor shall have any power to accept the delivery of the leased property prior to the termination of this Lease and the delivery of the leased property to any employee or agent of the Lessor shall not operate as a termination of this Lease or a surrender of the leased property.

13. AUTHORITY TO LEASE: NO ENCUMBRANCES.

Lessor covenants with the Lessee and affirmatively represents to the Lessee that Lessor has the full right, power and authority, without any further approvals or authorization, to lease the Roadway Facilities to Lessee under the terms and conditions hereof; and, that, to Lessor's knowledge (but without any review of title), the Roadway Facilities are not encumbered by any lien or security interest; and, there are no pending claims or enforcement actions concerning or affecting the Roadway Facilities.

Lessor warrants and represents to Lessee that Lessor is the condominium association with jurisdiction over the Roadway Facilities, which are part of Lessor's common elements; and Lessor warrants and represents that the Lessor has not taken any actions or failed to take any actions that would result in the imposition or levying upon the Roadway Facilities of any liens or encumbrances; and, further, that Lessor has the full right, power, authority and ability to lease the Roadway Facilities to the Lessee.

14. FURTHER ASSURANCES.

Lessor, at any and all times, shall, when requested by Lessee or Lessee's agents, make, do, execute, acknowledge and deliver all and every other further acts, documents, assignments, transfers and assurances as may be reasonably necessary by Lessee for the better assuring, conveying, granting, assigning and confirming of any and all of the representations and assurances of Lessor made herein.

15. WAIVERS.

Any failure by any party to this Agreement to comply with any of its obligations, agreements, or covenants may be waived in writing by either party. No assent by either party, express or implied, to any breach of any of the covenants contained herein shall be deemed to be a waiver of any succeeding breach of the same or any other covenant contained herein.

16. AMENDMENT.

This Agreement cannot be amended orally but only by a writing executed by all parties.

17. APPLICABLE LAW, VENUE, JURISDICTION.

This Agreement is made and shall be construed under the laws of the State of Florida. Any litigation arising out of this Roadway Facilities Agreement shall be in the Florida state court of appropriate jurisdiction in Collier County, Florida.

18. ASSIGNMENT.

This Roadway Facilities Lease Agreement may not be assigned by either party without the prior specific written consent of the other party.

19. MEMORANDUM OF LEASE

This Lease shall not be recorded in the Public Records of Collier County. Upon the request of either party, the parties shall execute and record a Memorandum of Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Roadway Facilities Lease Agreement as of the date first above written.

November December 1, 2021

Signed, sealed and delivered

**CALLISTA AT FIDDLER'S CREEK
CONDOMINIUM ASSOCIATION, INC.**, a Florida
not for profit corporation,

in our presence:

Witness

By: [Signature]
Print Name: Chris Mangos
Its: Vice President

Witness

ATTEST:

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

_____, Secretary

By: _____
Print Name: _____
Its: _____

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#2

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950 Encore Way • Naples, Florida 34110 • Phone 239.254.2000 • Fax: 239.254.2099

adamsc@whhassociates.com

December 1, 2021

Chesley E. Adams, Jr.
WRATHELL, HUNT AND ASSOCIATES, LLC
9220 Bonita Beach Road, Suite 214
Bonita Springs, Florida 34135

**RE: Fiddler's Creek Community Development District #2
Stormwater Management System 20-Year Needs Analysis Proposal
HM File No.: 2002036**

Dear Chuck:

We are providing you with this email proposal to be authorized by the Board of Supervisors to prepare a Stormwater Management System 20-Year Needs Analysis as required by the State of Florida – House Bill #53. This would be a task to be authorized according to our Services Agreement with the Fiddler's Creek Community Development District #2.

In summary, HB 53 creates Section 403.9302, Fla. Stat. and requires special districts providing a Stormwater Management Program or Stormwater Management System to create a 20-Year Needs Analysis. No later than June 30, 2022, each special district providing stormwater management will need to develop a needs analysis for its jurisdiction over the subsequent 20-year period. This needs analysis shall incorporate all those items set forth in Section 403.9302(3), which include, among other items: (i) detailed list of the water management facilities and projects; (ii) current and projected service areas for stormwater management; (iii) current and projected cost for providing stormwater management services; (iv) remaining useful life of the stormwater management facilities and components; and (v) plan to fund maintenance and expansion of stormwater management facilities. The needs analysis and accompanying methodology shall be submitted to the County where the stormwater management system is located and will need to be updated by the special district every 5 years.

I estimate that our fees to prepare the initial report will be \$9,000. We will bill you on a time and materials basis. The initial report will require more effort to compile all of the required information. I anticipate that future 5-year reports will take less effort since the initial report will just be updated. We will need input from District staff regarding budget numbers for stormwater maintenance, etc.

If you are in agreement with this proposal, please provide your authorization to proceed by signing below and returning a copy to our office.

Very truly yours,

HOLE MONTES, INC.



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

WTC:tdc

AUTHORIZATION TO PROCEED:

Authorized Signature/Title

Dated

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

13

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2021**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2021**

	General	Debt Service Series 2004	Debt Service Series 2005	Debt Service Series 2014-1A	Debt Service Series 2014-1B	Debt Service Series 2014-2A	Debt Service Series 2014-2B	Debt Service Series 2014-3	Debt Service Series 2015A-1	Debt Service Series 2015A-2	Debt Service Series 2015B	Debt Service Series 2019	Capital Projects Series 2014-2	Capital Projects Series 2015A-1	Total Governmental Funds
ASSETS															
Cash	\$ 1,551,662	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,551,662
Investments															
Revenue A	-	128,623	165,374	90,787	-	170,250	-	232,174	296,172	88,875	66,406	613,019	-	-	1,851,680
Revenue B	-	-	-	-	176,436	-	194,982	-	-	-	-	-	-	-	371,418
Reserve A	-	52,054	52,055	-	-	-	-	104,092	112,956	37,721	-	150,724	-	-	509,602
Reserve B	-	-	-	-	128,803	-	128,803	-	-	-	192,413	-	-	-	450,019
Prepayment A	-	730	81,235	548	-	2,807	-	28,496	213,252	61,662	-	238,011	-	-	626,741
Prepayment B	-	-	-	-	369	-	93,979	-	-	-	94,646	-	-	-	188,994
Interest	-	1,651	-	-	186	-	146	-	-	-	-	-	-	-	1,983
Construction	-	-	-	-	-	-	-	-	-	-	-	-	280,068	269,566	549,634
Sinking	-	-	-	-	455	-	533	-	-	-	-	-	-	-	988
Optional redemption	-	-	-	-	-	-	-	72	-	-	-	-	-	-	72
COI	-	-	-	-	13	-	13	-	-	-	-	17	-	-	43
Due from other funds															
Debt service fund series 2004	-	-	25,559	-	-	-	-	-	-	-	-	-	-	-	25,559
Debt service fund series 2014-1A	321	-	-	-	-	-	-	-	-	-	-	-	-	-	321
Debt service fund series 2014-2A	1,974	-	-	-	-	-	2,524	-	-	-	-	-	-	-	4,498
Due from other	450	-	-	-	-	-	-	-	-	-	-	-	-	-	450
Due from general fund	-	355	2,092	-	3,931	-	4,490	610	2,667	881	-	13,485	-	-	28,511
Accounts receivable	3,116	-	-	-	-	-	-	-	-	-	-	-	-	-	3,116
Undeposited funds	-	-	-	-	-	-	-	-	-	-	-	42,670	-	-	42,670
Assessments receivable	2,215	37	216	-	406	-	464	63	276	91	-	1,394	-	-	5,162
Total assets	<u>\$ 1,559,738</u>	<u>\$183,450</u>	<u>\$326,531</u>	<u>\$ 91,335</u>	<u>\$310,599</u>	<u>\$173,057</u>	<u>\$425,934</u>	<u>\$365,507</u>	<u>\$625,323</u>	<u>\$189,230</u>	<u>\$ 353,465</u>	<u>\$1,059,320</u>	<u>\$ 280,068</u>	<u>\$269,566</u>	<u>\$ 6,213,123</u>
LIABILITIES AND FUND BALANCES															
Liabilities															
Accounts payable	\$ 11,299	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,299
Due to other	3,531	-	-	-	-	-	-	-	-	-	-	-	-	-	3,531
Due to other funds															
Debt service fund series 2004	355	-	-	-	-	-	-	-	-	-	-	-	-	-	355
Debt service fund series 2005	2,092	25,559	-	-	-	-	-	-	-	-	-	-	-	-	27,651
Debt service fund series 2014-1B	3,931	-	-	-	-	-	-	-	-	-	-	-	-	-	3,931
Debt service fund series 2014-2B	4,490	-	-	-	-	-	2,524	-	-	-	-	-	-	-	7,014
Debt service fund series 2014-3	610	-	-	-	-	-	-	-	-	-	-	-	-	-	610
Debt service fund series 2015A-1	2,667	-	-	-	-	-	-	-	-	-	-	-	-	-	2,667
Debt service fund series 2015A-2	881	-	-	-	-	-	-	-	-	-	-	-	-	-	881
Debt service fund series 2019	13,485	-	-	-	-	-	-	-	-	-	-	-	-	-	13,485
Due to general fund	-	-	-	321	-	1,974	-	-	-	-	-	-	-	-	2,295
Due to Developer	10,735	-	-	-	-	-	-	-	-	-	-	-	-	-	10,735
Contract payable	-	-	-	-	-	-	-	-	-	-	-	-	60,848	-	60,848
Retainage payable	-	-	-	-	-	-	-	-	-	-	-	-	5,000	-	5,000
Due to Fiddler's Creek CDD #1	9,304	-	-	-	-	-	-	-	-	-	-	-	-	-	9,304
Total liabilities	<u>63,380</u>	<u>25,559</u>	<u>-</u>	<u>321</u>	<u>-</u>	<u>4,498</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>65,848</u>	<u>-</u>	<u>159,606</u>
DEFERRED INFLOWS OF RESOURCES															
Deferred receipts	450	-	-	-	-	-	-	-	-	-	-	-	-	-	450
Total deferred inflows of resources	<u>450</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>450</u>
Fund balances:															
Restricted for:															
Debt service	-	157,891	326,531	91,014	310,599	168,559	425,934	365,507	625,323	189,230	353,465	1,059,320	-	-	4,073,373
Capital projects	-	-	-	-	-	-	-	-	-	-	-	-	214,220	269,566	483,786
Unassigned	1,495,908	-	-	-	-	-	-	-	-	-	-	-	-	-	1,495,908
Total fund balances	<u>1,495,908</u>	<u>157,891</u>	<u>326,531</u>	<u>91,014</u>	<u>310,599</u>	<u>168,559</u>	<u>425,934</u>	<u>365,507</u>	<u>625,323</u>	<u>189,230</u>	<u>353,465</u>	<u>1,059,320</u>	<u>214,220</u>	<u>269,566</u>	<u>6,053,067</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,559,738</u>	<u>\$183,450</u>	<u>\$326,531</u>	<u>\$ 91,335</u>	<u>\$310,599</u>	<u>\$173,057</u>	<u>\$425,934</u>	<u>\$365,507</u>	<u>\$625,323</u>	<u>\$189,230</u>	<u>\$ 353,465</u>	<u>\$1,059,320</u>	<u>\$ 280,068</u>	<u>\$269,566</u>	<u>\$ 6,213,123</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$2,285,288	0%
Assessment levy: off-roll	7,610	7,610	91,319	8%
Interest & miscellaneous	14	14	7,500	0%
Total revenues	<u>7,624</u>	<u>7,624</u>	<u>2,384,107</u>	0%
EXPENDITURES				
Administrative				
Supervisors	861	861	14,369	6%
Management	7,055	7,055	84,662	8%
Assessment roll preparation	-	-	22,500	0%
Audit	-	-	16,500	0%
Legal - general	-	-	25,000	0%
Engineering	-	-	50,000	0%
Telephone	27	27	324	8%
Postage	-	-	2,000	0%
Insurance	16,551	16,551	13,000	127%
Printing and binding	50	50	595	8%
Legal advertising	-	-	2,000	0%
Office supplies	-	-	750	0%
Annual district filing fee	175	175	175	100%
Trustee	-	-	31,500	0%
Arbitrage rebate calculation	-	-	8,000	0%
ADA website compliance	210	210	900	23%
Contingency	50	50	10,000	1%
Total administrative	<u>24,979</u>	<u>24,979</u>	<u>282,275</u>	9%
Field management				
Field management services	952	952	11,424	8%
Total field management	<u>952</u>	<u>952</u>	<u>11,424</u>	8%
Water management				
Other contractual	5,792	5,792	117,455	5%
Fountains	26,858	26,858	165,500	16%
Total water management	<u>32,650</u>	<u>32,650</u>	<u>282,955</u>	12%
Street lighting				
Contractual services	-	-	15,000	0%
Electricity	612	612	10,000	6%
Capital outlay	-	-	10,000	0%
Miscellaneous	-	-	10,000	0%
Total street lighting	<u>612</u>	<u>612</u>	<u>45,000</u>	1%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
Landscaping				
Other contractual	-	-	1,059,000	0%
Other contractual-mosquito spraying	-	-	45,000	0%
Improvements and renovations	-	-	75,000	0%
Contingencies	-	-	5,000	0%
Total landscaping	<u>-</u>	<u>-</u>	<u>1,184,000</u>	0%
Roadway maintenance				
Contractual services (street cleaning)	-	-	5,000	0%
Roadway maintenance	-	-	100,000	0%
Roadway capital outlay	-	-	35,000	0%
Total roadway services	<u>-</u>	<u>-</u>	<u>140,000</u>	0%
Irrigation				
Controller repairs & maintenance	24	24	2,000	1%
Other contractual-irrigation manager	-	-	50,000	0%
Supply system	6,630	6,630	303,135	2%
Total irrigation	<u>6,654</u>	<u>6,654</u>	<u>355,135</u>	2%
Other fees & charges				
Property appraiser	-	-	35,708	0%
Tax collector	-	-	47,610	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>83,318</u>	0%
Total expenditures and other charges	<u>65,847</u>	<u>65,847</u>	<u>2,384,107</u>	3%
Excess/(deficiency) of revenues over/(under) expenditures	(58,223)	(58,223)	-	
Fund balances - beginning	1,554,131	1,554,131	1,279,204	
Fund balances - ending	<u>\$ 1,495,908</u>	<u>\$ 1,495,908</u>	<u>\$ 1,279,204</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2004
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 33,600	0%
Interest	1	1	-	N/A
Total revenues	<u>1</u>	<u>1</u>	<u>33,600</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	10,000	0%
Interest	-	-	16,200	0%
Total debt service	<u>-</u>	<u>-</u>	<u>26,200</u>	0%
Other fees & charges				
Property appraiser	-	-	525	0%
Tax collector	-	-	700	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>1,225</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>27,425</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	1	1	6,175	
Fund balances - beginning	157,890	157,890	156,790	
Fund balances - ending	<u>\$ 157,891</u>	<u>\$ 157,891</u>	<u>\$ 162,965</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2005
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 198,124	0%
Interest	1	1	-	N/A
Total revenues	<u>1</u>	<u>1</u>	<u>198,124</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	70,000	0%
Interest	-	-	116,400	0%
Total debt service	<u>-</u>	<u>-</u>	<u>186,400</u>	0%
Other fees & charges				
Property appraiser	-	-	3,096	0%
Tax collector	-	-	4,128	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>7,224</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>193,624</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	1	1	4,500	
Fund balances - beginning	326,530	326,530	246,360	
Fund balances - ending	<u>\$ 326,531</u>	<u>\$ 326,531</u>	<u>\$ 250,860</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-1A
EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 90,787	\$ 90,787	\$ 276,575	33%
Total revenues	<u>90,787</u>	<u>90,787</u>	<u>276,575</u>	33%
EXPENDITURES				
Debt service				
Principal	-	-	95,000	0%
Interest	-	-	181,575	0%
Total debt service	<u>-</u>	<u>-</u>	<u>276,575</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	90,787	90,787	-	
Fund balances - beginning	227	227	228	
Fund balances - ending	<u>\$ 91,014</u>	<u>\$ 91,014</u>	<u>\$ 228</u>	

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

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-1B
EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 372,345	0%
Interest	1	1	-	N/A
Total revenues	<u>1</u>	<u>1</u>	<u>372,345</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	125,000	0%
Interest	-	-	233,213	0%
Total debt service	<u>-</u>	<u>-</u>	<u>358,213</u>	0%
Other fees & charges				
Property appraiser	-	-	5,818	0%
Tax collector	-	-	7,757	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>13,575</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>371,788</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	1	1	557	
Fund balances - beginning	310,598	310,598	298,318	
Fund balances - ending	<u>\$ 310,599</u>	<u>\$ 310,599</u>	<u>\$ 298,875</u>	

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

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-2A
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 170,249	\$ 170,249	\$ 540,500	31%
Total revenues	<u>170,249</u>	<u>170,249</u>	<u>540,500</u>	31%
EXPENDITURES				
Debt service				
Principal	-	-	200,000	0%
Interest	-	-	340,500	0%
Total debt service	<u>-</u>	<u>-</u>	<u>540,500</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	170,249	170,249	-	
Fund balances - beginning	(1,690)	(1,690)	(1,689)	
Fund balances - ending	<u>\$ 168,559</u>	<u>\$ 168,559</u>	<u>\$ (1,689)</u>	

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

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-2B
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 425,226	0%
Interest	1	1	-	N/A
Total revenues	<u>1</u>	<u>1</u>	<u>425,226</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	155,000	0%
Interest	-	-	260,400	0%
Total debt service	<u>-</u>	<u>-</u>	<u>415,400</u>	0%
Other fees & charges				
Property appraiser	-	-	6,644	0%
Tax collector	-	-	8,859	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>15,503</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>430,903</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	1	1	(5,677)	
Fund balances - beginning	425,933	425,933	359,766	
Fund balances - ending	<u>\$ 425,934</u>	<u>\$ 425,934</u>	<u>\$ 354,089</u>	

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

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE EXCHANGE FUND SERIES 2014-3 (SERIES 2005)
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 57,976	0%
Assessment levy: off-roll	206,277	206,277	652,037	32%
Interest	1	1	-	N/A
Total revenues	<u>206,278</u>	<u>206,278</u>	<u>710,013</u>	29%
EXPENDITURES				
Debt service				
Principal	-	-	260,000	0%
Interest	-	-	447,900	0%
Total debt service	<u>-</u>	<u>-</u>	<u>707,900</u>	0%
Other fees & charges				
Property appraiser	-	-	906	0%
Tax collector	-	-	1,208	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>2,114</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>710,014</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	206,278	206,278	(1)	
Fund balances - beginning	159,229	159,229	136,580	
Fund balances - ending	<u>\$ 365,507</u>	<u>\$ 365,507</u>	<u>\$ 136,579</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015A-1
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 251,468	0%
Interest	3	3	-	N/A
Total revenues	<u>3</u>	<u>3</u>	<u>251,468</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	60,000	0%
Interest	-	-	182,300	0%
Total debt service	<u>-</u>	<u>-</u>	<u>242,300</u>	0%
Other fees & charges				
Property appraiser	-	-	3,929	0%
Tax collector	-	-	5,239	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>9,168</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>251,468</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	3	3	-	
Fund balances - beginning	<u>625,320</u>	<u>625,320</u>	<u>418,582</u>	
Fund balances - ending	<u>\$ 625,323</u>	<u>\$ 625,323</u>	<u>\$ 418,582</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015A-2
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 82,923	0%
Interest	1	1	-	N/A
Total revenues	<u>1</u>	<u>1</u>	<u>82,923</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	30,000	0%
Interest	-	-	49,900	0%
Total debt service	<u>-</u>	<u>-</u>	<u>79,900</u>	0%
Other fees & charges				
Property appraiser	-	-	1,296	0%
Tax collector	-	-	1,728	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>3,024</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>82,924</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	1	1	(1)	
Fund balances - beginning	189,229	189,229	130,742	
Fund balances - ending	<u>\$ 189,230</u>	<u>\$ 189,230</u>	<u>\$ 130,741</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015B
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 66,406	\$ 66,406	\$ 132,813	50%
Interest	1	1	-	N/A
Total revenues	<u>66,407</u>	<u>66,407</u>	<u>132,813</u>	50%
EXPENDITURES				
Debt service				
Interest	-	-	132,813	0%
Total debt service	<u>-</u>	<u>-</u>	<u>132,813</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	66,407	66,407	-	
Fund balances - beginning	287,057	287,058	194,659	
Fund balances - ending	<u>\$ 353,464</u>	<u>\$ 353,465</u>	<u>\$ 194,659</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 1,266,383	0%
Interest	4	4	-	N/A
Total revenues	<u>4</u>	<u>4</u>	<u>1,266,383</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	670,000	0%
Interest	-	-	568,175	0%
Total debt service	<u>-</u>	<u>-</u>	<u>1,238,175</u>	0%
Other fees & charges				
Property appraiser	-	-	19,787	0%
Tax collector	-	-	26,383	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>46,170</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>1,284,345</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	4	4	(17,962)	0%
Fund balances - beginning	1,059,316	1,059,316	752,805	
Fund balances - ending	<u>\$ 1,059,320</u>	<u>\$ 1,059,320</u>	<u>\$ 734,843</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND EXCHANGE 2014-2 (SERIES 2005)
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	<u>Current Month</u>	<u>Year to Date</u>
REVENUES		
Interest & miscellaneous	\$ 2	\$ 2
Total revenues	<u>2</u>	<u>2</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	2	2
Fund balances - beginning	214,218	214,218
Fund balances - ending	<u>\$ 214,220</u>	<u>\$ 214,220</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND 2015
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date
REVENUES		
Interest & miscellaneous	\$ 1	\$ 1
Total revenues	1	1
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	1	1
Fund balances - beginning	269,565	269,565
Fund balances - ending	\$ 269,566	\$ 269,566

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

14A

DRAFT

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

The Board of Supervisors of the Fiddler’s Creek Community Development District #2 held a Regular Meeting on October 27, 2021 at 10:00 a.m., at The Rookery at Marco Golf Club, Board Room, 3433 Club Center Drive, Naples, Florida 34114. Members of the public were able to participate in the meeting, via Zoom, at <https://us02web.zoom.us/j/89250910994> and 1-929-205-6099, Meeting ID 892 5091 0994 for both.

Present were:

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

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Ron Albeit	Foundation General Manager
Greg Urbancic	Coleman Yovanovich Koester
Meagan Magaldi	Coleman Yovanovich Koester
Dan Frechette	Fiddler’s Creek Director of Safety
Richard Renaud	Fiddler’s Creek Safety
Todd Lux	Fiddler’s Creek Director of Facilities
Mark Grimes (via Zoom)	GulfScapes Landscape Management

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

40 No members of the public spoke.

41

42 **THIRD ORDER OF BUSINESS**

**Update: Line of Credit for Impending
Hurricane Season**

43

44

45 Mr. Adams stated that all additional information requested was submitted and he was
46 waiting for a response from IberiaBank. Mr. Miller asked if the terms would be similar to those
47 extended to CDD #1. Mr. Adams replied affirmatively.

48

49 **FOURTH ORDER OF BUSINESS**

Health, Safety and Environment Report

50

51 **A. Irrigation and Pressure Washing Efforts – Todd Lux**

52 • **Status of Sabal Palm Trimming in Veneta**

53 Mr. Lux gave a PowerPoint presentation and reported the following:

54 ➤ His team is responsible for tree canopy trimming, pressure washing and irrigation.

55 ➤ Irrigation issues occurring with satellites were addressed promptly to reduce water loss.

56 ➤ Tree Canopy Trimming: Fruited palms were being trimmed in October along the buffer
57 wall along US 41. Hardwoods are scheduled for November.

58 Mr. Miller asked if there are more palms than hardwoods. Mr. Lux stated he was unsure
59 of the ratio but guessed that there are more hardwoods.

60 ➤ In November, Juniper is scheduled to trim high palms in the buffer around Veneta that
61 require lifts to access.

62 ➤ Pressure Washing: Crews have been working on Fiddler's Creek Parkway for the last 30
63 days, including Mallard's Landing, Bellagio Drive, Bent Creek Village, and Runaway Lane. Work
64 would continue along Fiddler's Creek Parkway and, in the future, pressure washing would
65 continue into Marsh Drive and Veneta.

66 Mr. Miller asked if the new equipment was still scheduled to arrive and be operational
67 in December. Mr. Lux stated some components may be delayed and, while extensive delays
68 were possible, he expected it to arrive by the end of the year.

69 ➤ Current Month's Projected Plan: Areas shown in red on the graphic were pressure
70 cleaned in the past 30 days; yellow represented scheduled cleanings and purple represented

71 special cleanings, including monuments and unsafe sidewalks that were pressure cleaned based
72 on observation or requests. Monuments were generally addressed within a few days; reported
73 safety issues were prioritized and addressed by the next day.

74 Mr. Klug stated that portions of the sidewalk on Campanile Circle in Veneta are black
75 and asked when the sidewalk would be cleaned. Mr. Lux stated that area would be done again
76 in November. He noted that, while the tree canopy is beautiful, it contributes to the problem.
77 From a contractual standpoint, the area was already completed; however, the slime would be
78 addressed. Ms. DiNardo stated that Museo Circle sidewalks had the same issue. Mr. Lux stated
79 these issues are difficult to keep up with but safety issues would be prioritized.

80 **B. Security and Safety Update – Dan Frechette**

81 Mr. Frechette gave a PowerPoint presentation and reported the following:

82 ➤ Gate Access: The average per day and monthly totals for each day of the week in
83 September were presented. The total was approximately 1,000 per day.

84 ➤ Occupancy: 1,102 units were occupied in the last week in September, which was an
85 increase from last month.

86 Mr. Miller expressed his opinion that traffic increased dramatically.

87 ➤ Incidents: While the report includes Gate Arm Damage, if no actual damage requiring
88 replacement has occurred, the gate arm will just be put back on. Open garage doors and
89 parking continue to have the most incidents. One resident will be referred to the Fining
90 Committee for repeated parking violations. Four violations are excused prior to being sent to
91 the Committee.

92 Mr. Klug asked if there were any recent bear sightings. Mr. Frechette stated there had
93 not. Mr. Klug asked how the radio-frequency identification (RFID) gate access system is working
94 with regard to the overall membership. Mr. Frechette felt that it is working well and the clickers
95 are working consistently; there did not seem to be any confusion about procedures and access.

96 Mr. Frechette stated the vendor RFID program is not being pursued because valuable
97 information, such as the time, date and frequency of vendor visits would be lost by issuing
98 vendors blanket RFID tags allowing them to come and go as residents do. Some vendors have a

99 permanent pass and, when those vendors check in at the gate, they are asked what address
100 they are going to and given a day pass, creating a record for that day.

101 Mr. Miller observed that permanent pass holders are presumed to be verified vendors.
102 Mr. Frechette agreed and discussed the difference between a permanent pass with 24/7 access
103 and a permanent list, which eliminates the need for the resident to receive a call for every
104 access. He was working with ISN to develop a way to add a checkbox for permanent vendors to
105 allow generation of daily passes and eliminate the need to add vendors to the system daily.

106 Mr. Miller asked if the patrols were split for CDDs #1 and #2, as discussed at the last
107 meeting. Mr. Frechette replied affirmatively. Ms. DiNardo asked if specific times were allotted
108 for each CDD. Mr. Frechette stated that patrol shifts are assigned to each CDD unless they are
109 on a special detail.

110 Ms. Viegas noted Ms. Marie Puckett's return and asked if she was part of the 21 FTEs
111 noted at the last meeting. Mr. Frechette stated Ms. Puckett does not report to him. Mr. Albeit
112 stated she would be responsible for addressing OSHA safety issues for employees, members
113 and guests. Ms. Viegas offered her assistance in that regard.

114

115 **FIFTH ORDER OF BUSINESS**

**Update: Status of Taylor Morrison Faulty
Design Issues and Potential Claim for
Associated Engineering and Legal Expenses**

116

117

118

119 Mr. Pires recalled that, at the last meeting, Mr. Parisi stated he would compile all the
120 issues and send them to Taylor Morrison (TM). Mr. Pires stated he just sent the Engineering and
121 Legal fees that were requested last month for Mr. Parisi to include in the letter to TM. Mr.
122 Parisi will return from vacation on Monday. Mr. Pires hoped to have a report by the next
123 meeting. Mr. Klug asked for the plan, if TM sends a check.

124 Mr. Pires stated that TM still needs to take remedial action; Mr. Parisi has a list of items
125 for TM and yard drains would be added to the list. Mr. Klug noted that the issue has been
126 ongoing and there has been a continual lack of resolution by TM. Mr. Miller stated, while it was
127 a longstanding issue, after many complaints, a TM representative recently met with Mr. Cole.
128 Mr. Cole stated he began contacting Mr. Keith Norton in January 2020 and finally met with him
129 about four months ago. The consensus was that, between meetings, there were many calls and

130 letters including with TM's attorney. Mr. Miller felt that it was fair to say that TM has not been
131 aggressive in wanting to solve the problems. Mr. Klug agreed.

132 Mr. Pires stated his belief that there may be a decision point in December or January as
133 to whether to pursue litigation. Ms. DiNardo asked if the letter Mr. Parisi will send to TM will
134 include all the issues the Board has discussed and, if an agreement is reached, would it mean all
135 the issues would be satisfied. Mr. Pires stated that is the goal; Mr. Parisi would add to the list
136 of issues and try to include in the agreement an understanding of how TM will resolve the
137 issues. If Mr. Parisi is successful, the agreement would come to the Board for approval or input;
138 absent that, there would be a cause for litigation. Mr. Miller felt that was overly optimistic,
139 given the history with TM.

140

141 **SIXTH ORDER OF BUSINESS**

Developer's Report/Update

142

143 • **Clarification of Tract D**

144 Mr. Albeit stated the wall around the Publix and the gate on the service exit were
145 submitted for permitting; the permitting, build, and installation should be completed by the
146 end of the year. Mr. Miller asked who would be doing the work. Mr. Albeit did not know the
147 name of the contractor.

148

149 **SEVENTH ORDER OF BUSINESS**

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

150

151 • **Continued Discussion: Lake Easements and Plats**

152 Mr. Cole stated that CDD #2 was asked to provide a Letter of No Objection (LONO) for
153 the Oyster Harbor (OH) Phase 3B Replat discussed last month. There were some additional
154 emails since then. Mr. Pires stated he was fine with Mr. Miller's two edits, specifically, to delete
155 "private" from Right-of-Way (ROW) and to note it is Community Development District #2 and
156 insert the word "Community". Mr. Mark Minor asked that the CDD provide the letter to Collier
157 County using the new format.

158 Mr. Cole read a portion of the letter to be sent to the County and asked the Board to
159 approve the letter with the two minor edits discussed.

160 Mr. Pires suggested the letter clarify that the proposed platted easements be in favor of
161 CDD #2. He stated this new document was likely created to prevent misunderstandings and the
162 new form is a good practice. Mr. Cole stated his Assistant would coordinate with Mr. Miller to
163 have the letter executed. The letter would be sent to Mr. Pires for review; it would include the
164 two minor modifications noted.

165

166 **On MOTION by Mr. Klug and seconded by Ms. DiNardo with all in favor,**
167 **authorizing Staff to prepare and send a Letter of No Objection for the Oyster**
168 **Harbor Phase 3B Replat, with the corrections discussed, was approved.**

169

170

171 Mr. Cole distributed a graphic of existing Lake 9, Tract L, which is part of OH Phase 3B.
172 Referring to the graphic, he stated an irrigation easement needs to be established that will be
173 outside the boundary of the plat shown, which is a replat of the Phase 3B lots. The irrigation
174 easement would be within the original Phase 3 plat, within the lake tract along the top of the
175 bank. Referring to the graphic, he showed where a 6" irrigation line would be installed and
176 where existing plats are located, and noted the irrigation line would run outside of the Phase 3B
177 plat, but inside the lake tracts. Discussion ensued regarding notations related to property
178 boundaries and locations of easements on the graphic.

179 Mr. Cole stated the lake tract is dedicated in favor of CDD #2 but the tract is owned by
180 another OH entity; an easement granted by the Developer is part of the plat. The lake tracts
181 would most likely eventually be dedicated to CDD #2, but it has not occurred yet. Mr. Miller
182 asked what is necessary for the ultimate grant of the lake easement to be issued. Mr. Cole
183 stated, in the past, the Developer did not want to deed plats to the CDD until all development
184 activities were complete and, at some later point, lake tracts were dedicated to the CDD. It is
185 not deeded now, but it is dedicated by easement to CDD #2 for maintenance responsibilities.

186 Mr. Pires asked if his recollection that the lake tracts were dedicated to the CDD by prior
187 plats was correct. Mr. Cole stated the OH Phase 3 Plat dedicated the lake tracts to CDD #2. Mr.
188 Pires believed this proposed 3B Plat modifies a portion of the OH Phase 3 Plat, but it does not
189 affect the boundaries of the previously dedicated lake tracts. Mr. Cole stated that is correct.

190 Mr. Miller asked for the precise purpose of this easement. Mr. Cole stated an irrigation
191 line is needed along the rear of the lots, but they do not want to install it in the lots due to
192 possible encumbrances with building setbacks and other things. The desired location for the
193 line is in the lake maintenance easement area of the lake tract, in the top 5' at the top of the
194 bank. Mr. Cole stated that he and Mr. Pires reviewed the request and found it to be in order;
195 they suggested language to be added that would assign responsibility for installation,
196 maintenance, repair, and any service to the lake bank, as a result of the irrigation line. In the
197 future, the irrigation line could be dedicated to CDD #2 as it may be looped and it may become
198 part of CDD #2's irrigation infrastructure; such language was also included in the easement.

199 Mr. Miller asked if this easement touches any already conveyed property. Mr. Cole
200 stated none of the properties have been conveyed; it was dedicated to CDD #2. Mr. Pires stated
201 the question is whether there are third-party individual homeowners. Mr. Cole stated there are
202 none. Mr. Miller wanted to know if homeowner complaints are possible. Mr. Pires stated, from
203 the standpoint of this irrigation easement, he would also request an Affidavit of Title and
204 Ownership from the Grantor. He stated that the Grantor, FC Oyster Harbor, as the property
205 owner, would be the entity granting the easement; any third-party purchasers would take a
206 conveyance subject to this easement.

207 Mr. Miller asked if this would be "Of Record." Mr. Pires replied affirmatively and stated
208 it would be a nonexclusive easement. Mr. Miller wants to ensure it is filed "Of Record" so that it
209 appears on a title search. Mr. Pires agreed and stated the purpose of the easement is for "non-
210 potable irrigation water utility facilities" and "the Grantee, the District, can assign all or a
211 portion of rights to use the easement area to a Homeowners Association or another interested
212 party, as an Assignee, and in that event the Assignee shall be responsible for any lake bank
213 restoration to its prior existing condition caused by Assignee or its contractors, subcontractors
214 or employees due to the installation, maintenance or repair of the irrigation lines within the
215 easement area." Mr. Pires stated that is an important consideration; the third party has the
216 irrigation easement and the responsibility to restore it in the event of damage.

217 Mr. Miller voiced his understanding that the Homeowners Association (HOA) must
218 assume responsibility and, if that does not happen, the CDD would be responsible for it. Mr.

219 Pires stated that is correct. Similar to the other easement, the CDD's rights would terminate
220 upon the recording of any future replat, including a permanent irrigation easement and
221 payment of the fee. Mr. Miller stated he is trying to minimize any homeowner issues. Mr. Pires
222 stated, if a homeowner acquires and takes title, subject to existing easements, they are on
223 notice. The notice doesn't prevent conflicts because people may not pay attention to
224 easements, but the nonexclusive easement does give the CDD its rights. This was
225 recommended for approval.

226 Ms. DiNardo asked if the Grantee would be responsible if any damage affects the banks.
227 Mr. Pires stated, if the easement is assigned to the HOA and/or a third party and they accept
228 the obligation of the easement, when that entity comes in to fix, repair, or operate the system,
229 they are responsible to make sure that the lake bank erosion is rectified.

230 Mr. Miller stated, as a realistic matter, he did not understand why an HOA would do this
231 voluntarily. Mr. Klug agreed. Ms. DiNardo asked, if an issue arises and something happens to
232 the lakes and costs are involved, although the CDD is responsible, would there be other
233 responsibility that may protect the CDD by allocating the costs.

234 Mr. Miller stated it says, if the HOA or other third party wants to assume the easement,
235 then that third party or the HOA has those obligations and rights; however, in his opinion, it is
236 unrealistic to think an HOA or a third party would do it. Mr. Pires stated it would require a
237 separate written instrument to reiterate the obligation of the HOA or the third party of their
238 obligation to repair and restore any damage to the lake banks caused by the operation,
239 reconstruction, installation, or maintenance of this irrigation. Mr. Miller reiterated that he
240 could not see any HOA accepting this. Mr. Pires agreed but stated it is possible.

241 Mr. Cole stated, in most cases, the CDDs do not have these rear irrigation lines under
242 their purview or maintenance responsibility, rather, it is under the HOAs. It may be necessary
243 to loop a 6" line to the master irrigation system, but CDD #2 would not want to maintain the
244 other lines, which is why the provision exists. CDD #2 would want the HOA to have
245 maintenance responsibility. The only reason CDD #2 might have maintenance responsibility
246 would be if this portion of the line is linked.

247 Mr. Klug asked why the HOA would accept that responsibility. Mr. Cole stated it would
248 only benefit the HOA; it would not benefit CDD #2.

249 Mr. Miller asked why the CDD is involved with this when, in every other case, the HOA
250 has the primary responsibility. Mr. Cole stated it is because the Developer wants to install the
251 line not within the lots, but within the 5' area inside the lake tract.

252 Mr. Klug asked if the CDD could say no. Mr. Cole replied affirmatively.

253 Mr. Albeit stated this is the first time he was hearing about irrigation being installed on
254 the lake bank. Mr. Miller stated this obligation was normally assumed by the HOA and he does
255 not understand what benefit there is to the CDD in assuming it.

256 Mr. Albeit stated the assumption by the declarant may be that, since the Association is
257 FC Oyster Harbor (FCOH) and they are the Board of FCOH, it would be approved because it is
258 their irrigation line and it is important to them. Mr. Miller wondered, if the declarant is
259 providing the irrigation, paying for it, and maintaining it, why should they approve it. Mr. Albeit
260 stated, if the lake bank was damaged because of any work done on the irrigation, they would
261 take responsibility for the repairs.

262 Mr. Miller reiterated that he did not understand why the CDD would assume this
263 obligation. Mr. Albeit stated the assumption may be that the Developer is the Board of FCOH
264 and they would approve it.

265 Ms. Viegas suggested tabling the discussion until Mr. Cole can obtain a commitment
266 from the Developer for an assignment and commitment to take responsibility to restore the
267 lake bank if any damage is done. Mr. Cole stated he would need the Developer to address the
268 issue.

269 Mr. Miller voiced his opinion that, if this is desired, the CDD should have indemnity from
270 the Developer against any liability the CDD assumes if the HOA does not request an assignment.
271 He stated, if he were the HOA, he would not request an assignment.

272 Mr. Albeit asked Mr. Cole to send something regarding this issue so he can send it to Mr.
273 Parisi. Mr. Miller stated, if the HOA would indemnify the CDD, the CDD Board would consider it;
274 otherwise, he did not think it was an issue. The Board was in consensus.

275 Ms. Viegas asked for an update on the pumphouse roof repairs. Mr. Cole stated he
276 placed numerous calls but to no avail; every contractor in the area is too busy and none have
277 the time or materials to do the job, due to supply chain issues. The roof has some leaks that are
278 not catastrophic. Mr. Cole was asked to put tarps on the roof. Ms. Viegas stated she was raising
279 the issue because pumphouse repairs were part of the reason for the assessment increase.

280 Ms. Viegas recalled that, at the last meeting, Mr. Cole stated the CDD may get money
281 back from a bond renewal; she requested an update. Mr. Cole stated there were two bonds
282 related to the 2014-2 Construction Bond. His understanding was that the \$25,000 Excavation
283 Bond was returned and deposited back in the fund and planned to be spent. A bond in the
284 amount of several thousand dollars for Lagomar was in the process of being returned by the
285 County; that would go back into the Construction Fund, as well.

286 Ms. Viegas asked when Mr. Cole thought he would be submitting the repaving budget to
287 the Board. Mr. Cole stated he would add it to his "To Do" list.

288

289 **EIGHTH ORDER OF BUSINESS**

**Consideration of Certain Documents
Related to the Boundary Amendment**

290

291

292 Mr. Pires introduced the topic and attorneys for the Developer, Mr. Greg Urbancic and
293 Ms. Meagan Magaldi.

294 Ms. Viegas stated she submitted several issues to Mr. Pires. Mr. Miller stated he
295 submitted several comments. Mr. Pires stated those issues and comments were forwarded to
296 Mr. Urbancic.

297 Mr. Urbancic stated that, at the June 23, 2021 CDD #2 meeting, the Board passed
298 Resolution 2021-05, which contemplated this Boundary Amendment. One of the stipulations of
299 the Resolution was that the petition, which was included in the agenda, would be reviewed
300 before submittal and that was why it was being presented today. The petition contemplates
301 two parcels being added into CDD #2 from CDD #1, resulting in a net change of slightly under 38
302 acres. The CDD #2 boundaries would change from 849.73 acres to 887.60 acres. At the last
303 meeting, Ms. Viegas noted that the Resolution had the wrong date and a typographical error;
304 that Resolution was available for execution today.

305 Mr. Miller stated that Section 5 references the concurrent petition to the Florida Land
306 and Water Adjudicatory Commission to amend the boundaries of CDD #1. He noted that there
307 are many Exhibits and asked why that is not included as an Exhibit. Mr. Urbancic stated the
308 County would receive a copy of that concurrently with submission to the State. Mr. Miller
309 requested a reference to the fact that a copy of the petition is going to be submitted herewith.

310 Mr. Miller stated that, in Section 7, the petition stated that "the filing of this petition by
311 the Board of Supervisors constitutes consent" and stated his belief that while it references it, it
312 does not constitute consent. Mr. Urbancic believed the language was pulled from the Statute;
313 he would confirm and, if it was not statutory language, it would be revised for grammatical
314 correctness.

315 Regarding Sections 9 and 10, Mr. Miller asked for the consequences of not meeting the
316 specified timetables. Mr. Urbancic stated there are none. These are just proposed and subject
317 to change; there is no consequence and it is not binding. The statement is a Statutory
318 requirement. Mr. Miller wanted something "of record" that there is no adverse consequence if
319 the timetable is not met. Mr. Urbancic stated he could add an additional disclaimer that these
320 are subject to change.

321 Regarding Section 14c, Mr. Miller voiced his opinion that the first two very long
322 sentences do not seem to constitute reasons to grant the petition, but the last sentence does
323 so. He questioned why the first two sentences were included. Mr. Urbancic stated it is due to
324 Statutory requirements that needed to be fulfilled.

325 Regarding Exhibit H, Mr. Miller requested that language be added noting that there
326 would be no liability from failing to meet the timeline.

327 Regarding Exhibit I, Mr. Miller wanted the title to be changed to "Presently
328 Contemplated" rather than "Future".

329 In Section 190.0461g, Mr. Pires stated it says "in all cases of a petition to amend the
330 boundaries of a district a filing of a petition by the District Board of Supervisors constitutes
331 consent of the landowners within the District".

332 Ms. Viegas stated she submitted numerous issues and she had two questions. Exhibit H
333 stated the estimated cost of the infrastructure would be \$4 million and Exhibit J, Section 5,

334 stated the costs would be borne by the Developer. Ms. Viegas wanted to confirm that was
335 accurate. Mr. Urbancic stated, since incorporating comments received, the current revision
336 stated the costs would be borne by the Developer or via Special Assessment Revenue bonds
337 issued by the CDD. The CDD could decide to issue bonds and levy Special Assessments on the
338 property so verbiage was updated to be technically accurate and to match other portions of the
339 petition. Mr. Pires stated for clarification that Special Assessment Revenue Bonds would be
340 funded by the special assessments levied only on those properties added to the CDD. Mr.
341 Urbancic stated he would make that addition. It was understood that special assessments
342 would be levied only on expansion lands.

343 Ms. Viegas asked for confirmation that the \$1,500 filing fee would be paid by the
344 Developer. Mr. Urbancic confirmed that the Developer would pay the fee.

345

346 **On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, the**
347 **petition, as discussed, and authorizing the Chair to execute, and authorizing**
348 **Mr. Urbancic to submit it, was approved.**

349

350

351 The Board and Staff discussed Resolution 2021-06, which listed an incorrect execution
352 date of June 28, 2021. The date should have been June 23, 2021.

353

354 **NINTH ORDER OF BUSINESS**

**Discussion: Jensen Underground Utilities,
Inc., Repair Invoice #21-124 for Damaged
Sewer Lateral by Wall Post**

355

356

357

358 Mr. Cole stated that, four or five years ago, a wall approximately 600' long was installed
359 along the west side of Sandpiper Drive, next to the irrigation pumphouse coming from US 41. In
360 October, he received an email advising about a repair that was discovered while surveying
361 improvements near the new gatehouse. A sewer line was not flowing and a break in the line
362 was discovered under the wall. The original fence contractor called "No Cuts" and everything
363 underground was located; however, it was missed because it is a private line that would not
364 have been located by the County. The lateral line was under the fence and it had to be
365 repaired; one of the fence columns caused the collapse. Mr. Klug asked if there was any

366 question as to causation of the collapsed line. Mr. Cole stated that the line was collapsed since
367 the time the wall was installed. Mr. Miller asked who installed the wall. Mr. Cole stated that
368 Coastal Concrete Products installed the wall. Mr. Miller asked if they would be the party
369 responsible for the repair. Mr. Cole stated, in his opinion, they were not liable for the repair
370 because they did call in locates; they did what they were required to do and this was missed
371 because it would never have shown up on the County's system because it is a private line. Mr.
372 Miller asked if Mr. Cole felt that the contractor is responsible. Mr. Cole stated that he did not.
373 Mr. Miller asked why Jensen Underground Utilities, Inc. (Jensen) was adding a 10% profit on a
374 subcontractor invoice. Mr. Cole stated, to his knowledge, that is a standard practice. Mr. Miller
375 asked if it is something to which the CDD could object. Mr. Cole did not believe so; it is a
376 standard practice and Jensen has effort involved in coordinating its subcontractors.

377 Ms. Viegas surmised that, based on the emails in the agenda, the contractor's plumber
378 broke the cleanout when they tapped the line and the contractor stated that the CDD is only
379 responsible for the majority of the bill. She asked if the subcontractor bill includes fixing the
380 cleanout that was broken when the contractor tapped the line. She asked why the CDD would
381 pay the whole bill when the email states it is only responsible for the majority of the bill. Mr.
382 Cole stated he must investigate the reason; there were no cleanouts listed on the invoice.

383

384 **On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor,**
385 **payment of the invoice following Staff's determination of the amount**
386 **determined to be the CDD's responsibility, was approved.**

387

388

389 Mr. Klug stated, if the invoice includes cleanouts, it would need to be modified.

390

391 **TENTH ORDER OF BUSINESS**

**Discussion: Amaranda Landscape
Maintenance**

392

393

- 394 • **License Agreement Between CDD and Amaranda Village Association, Inc.**

395 Ms. Viegas reminded the Board that she had raised the issue of the dead palm trees in

396 Amaranda for months and she had asked if a notice should be sent to the Amaranda HOA

397 (AHOA) regarding its failure to perform maintenance. The photos in the agenda provided, by

398 GulfScapes, show the same dead palm trees that have been an issue for over a year and the
399 email stated there are also a lot of weeds in the landscape beds. She expressed her opinion
400 that the landscape is not being maintained in accordance with the Agreement and that the CDD
401 should send a notice that the AHOA is in violation of the Agreement and needs to replace the
402 dead palm trees, weed the landscape beds, and honor the terms of the Agreement. Mr. Miller
403 suggested asking Mr. Pires to send a letter advising the AHOA that the Agreement requires
404 them to replace the dead palm trees and ask when it would be done.

405 Ms. Viegas stated, according to emails and Mr. Parisi's research, the area discussed at
406 the last meeting, that is currently being bushhogged, has no irrigation and no infrastructure
407 development. Mrs. Adams stated that was correct. Ms. Viegas asked why the CDD accepted a
408 tract that was not developed with irrigation. Mrs. Adams stated the tract was accepted so that
409 it could be maintained because it was not being maintained. Ms. Viegas asked why the CDD
410 accepted it without irrigation, as she believed that Mr. Parisi's email indicated it was an
411 Amaranda issue. Mrs. Adams stated it is a CDD issue, not an HOA issue. Ms. DiNardo asked if
412 there are any other areas dedicated to and accepted by the CDD that do not have irrigation.
413 The Board and Staff discussed a similar tract near the water control structure in Amador. Mr.
414 Miller stated the whole area has now been developed, but it was not being developed at that
415 time. Mrs. Adams stated the CDD did not install irrigation; cordgrass was installed because it
416 requires very little maintenance. Ms. DiNardo observed that a precedent was set and the CDD
417 accepted a tract without irrigation. In her opinion, the CDD should maintain the newly acquired
418 tract, currently being maintained by bushhogging, as the tract in Amador was maintained; she
419 felt that something should be done or the CDD should continue bushhogging. Mr. Pires stated
420 the plat was dedicated in 2007.

421 Ms. Viegas asked, if that is the premise, which is less expensive, continue bushhogging
422 the area or planting cordgrasses. Mrs. Adams felt that it may be an equal expense maintaining
423 cordgrass and cutting the grass back, once or twice a year, versus bushhogging. Ms. DiNardo
424 asked if cordgrass is equivalent to bushhogging. Ms. Viegas stated that cordgrass has a better
425 appearance. Mrs. Adams suggested asking Mr. Grimes, who was on the phone. Mr. Grimes
426 stated the area in question is a large area to be installing cordgrass in, and it is fairly labor-

427 intensive to cut it back, but it would only be cut once a year, versus bushhogging. Mr. Miller
428 asked which costs less. Mr. Grimes guessed the cordgrass would cost less and reiterated that it
429 is a large area to install cordgrass. Mr. Miller asked how much cordgrass would be needed and
430 how much installation would cost. Mr. Grimes stated he would need to survey the area. Ms.
431 DiNardo asked if he could also provide the cost for bushhogging. Mr. Grimes stated he could
432 provide a cost breakout. He stated the Board may want to consider that cordgrass would give a
433 nicer appearance for homeowners, and, at the same time, it gives cover for different kinds of
434 critters. Ms. DiNardo stated, if he has another suggestion, it could be added to the analysis for
435 Board review.

436 Mr. Miller expressed his opinion that the cost would be the bottom line. Ms. Viegas felt
437 that the costs would determine which way the Board would go. Mrs. Adams stated the next
438 meeting would be held in two weeks.

439 Mr. Klug asked if, with respect to Paragraph 14 of the Agreement, as it relates to this
440 issue, a letter should be sent reminding the AHOA of its obligation to pay the legal fees required
441 to create and send the letter. Mr. Pires stated the cost would be minimal.

442

443 **ELEVENTH ORDER OF BUSINESS**

**Update: Halvorsen Contribution for Traffic
Signal**

444

445
446 Mr. Miller stated he wished to discuss CDD #1's view on the Halvorsen contribution to
447 the traffic signal to which CDD #1 has zero entitlement or right. Mr. Adams stated it was
448 conveyed to CDD #1 that CDD #2 has no interest in reconsidering and CDD #1 requested a joint
449 meeting prior to the next meeting in November. Mr. Adams stated he would ask the question,
450 but a willing partner is needed in order to have a meeting. Mr. Miller expressed his view that
451 there is no feasible likelihood of CDD #1 having any entitlement. He would not enter into a
452 discussion because entering into a discussion would mean a negotiation and negotiation means
453 CDD #2 would have to give up something and CDD #1 has no entitlement, period. Ms. DiNardo
454 agreed and asked if there was a statute of limitations when an agreement is met and they went
455 beyond that. Mr. Miller stated it would be six years but CDD #1 has no entitlement.

456 Mr. Adams stated the message was accurately conveyed. Mr. Miller asked Mr. Adams to
457 convey the message again with emphasis. Mr. Adams stated he would do so and advise the CDD
458 #1 Board that they may refer a member to the next meeting to make a public comment if they
459 wish. Mrs. Adams noted that the public may participate via Zoom.

460

461 **TWELFTH ORDER OF BUSINESS**

**Continued Discussion: Consideration of
Acceptance of Deeds for Fee Simple
Ownership of Various Landscape/Buffer
Tracts Within Fiddler's Creek Community
Development District 2**

462

463

464

465

466

467 Mr. Pires requested that this Order of Business be tabled while the deeds are being
468 redrafted with issues raised at the last meeting.

469

470 **THIRTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of September 30, 2021**

471

472

473 Mrs. Adams distributed the Financial Highlights Report.

474 Mr. Adams stated he received Ms. Viegas' emailed questions. Ms. Viegas discussed her
475 questions regarding a transfer from a debt service fund and a special assessment. She
476 questioned a direct bill of \$669. Mr. Adams stated he would research the issues.

477 Mr. Miller asked why year-to-date Legal expenses were at 125% of budget and asked if
478 it was related to the rate change. Mr. Pires stated the increase did not commence until October
479 1, 2021 and those hours have not been billed yet. Mrs. Adams noted an increase in legal
480 activities. Mr. Adams stated Legal billings were delayed and caught up recently.

481 Mr. Miller asked about Trustee Fees. He believed the Agreement was for a \$25,000 fee.
482 Mr. Adams stated that was the fee at the time of entering into the Agreement; then the CDD
483 issued a new bond that resulted in additional Trustee fees. Mr. Miller asked if those fees were
484 fixed and if they would be consistent going forward. Mr. Adams replied affirmatively.

485 Ms. DiNardo recalled previous discussions about mosquito spraying and asked if Collier
486 County is spraying less due to the CDD's extensive spraying program. Mr. Adams stated the CDD
487 provides its schedule to the County to avoid redundancy and a possible health hazard. Ms.

488 DiNardo asked if the CDD should be notified when the County is spraying. Mrs. Adams stated
489 the County posts its spraying schedule on its website and residents can go on the website for
490 weekly updates. Mr. Miller asked if it was explicit and clear to everybody that the County is not
491 doing less spraying because the CDD is spraying too. Mrs. Adams stated she did not think the
492 County would reduce spraying; the County avoids spraying on the same day as the CDD. Ms.
493 DiNardo believed that, despite the extensive spraying, there is still an abundance of
494 mosquitoes; the mosquito problem has not been remedied and residents are covering up with
495 nets. She questioned if the CDD is losing out on other areas where the County should be
496 spraying because the CDD never used to do so much spraying.

497 Mr. Adams stated the CDD began spraying because the County wasn't spraying
498 frequently enough. Mr. Pires noted the Collier Mosquito Control District (CMCD) conducts
499 spraying. Mr. Adams stated that the CMCD did not spray as frequently as residents would like
500 and CMCD would schedule its spraying around the CDD's spraying schedule. Mrs. Adams stated
501 she called CMCD and received no response. Mr. Miller asked Mr. Adams to email CCMCD, on
502 behalf of the residents of CDD #2, and ask explicitly whether CMCD is reducing its spraying due
503 to CDD spraying. Mr. Pires stated that instant notifications regarding spraying can be requested
504 and the need for spraying for mosquitoes can be reported on the CMCD website. The Board and
505 Staff discussed the need for residents to email the County to request spraying. Ms. Viegas
506 suggested an e-blast next year to advise residents of where to email a request for spraying. Mr.
507 Pires stated the CMCD website states the CMCD does not publish a schedule because treatment
508 decisions are made daily; residents can sign up for notifications and a map of sprayings
509 completed by the CMCD is posted on the website. The website stated that the CMCD gathers
510 data from mosquito traps, daily inspections, field technicians, reports, and resident complaints.
511 Mr. Klug supported Ms. Viegas' recommendations regarding sending an e-blast at the beginning
512 of the next mosquito season. The financials were accepted.

513

514 **FOURTEENTH ORDER OF BUSINESS**

**Approval of September 22, 2021 Regular
Meeting Minutes**

515

516

517 Mrs. Adams presented the September 22, 2021 Public Hearings and Regular Meeting
518 Minutes. The following changes were made:

519 Line 97: Change "Asked" to "Mr. Miller asked"

520 Line 256: Change "not to maintain" to "to bushhog"

521 Line 257: Delete "but" and "not"

522

523 **On MOTION by Ms. DiNardo and seconded by Mr. Nuzzo, with all in favor, the**
524 **September 22, 2021 Regular Meeting Minutes, as amended, were approved.**

525

526 • **Action Items**

527 Items 3, 9, 11, 13 and 14 were completed.

528 Ms. Viegas suggested that Items 6 and 17 are related. Mr. Pires stated he would like to
529 be excluded from any participation in discussions. Item 6 would be removed.

530 Regarding Item 3, Mr. Cole stated that TM has substantially completed items related to
531 lake bank repair. This item was marked completed.

532 Regarding Item 14, Mrs. Adams stated the Fire Department is not responsible for
533 painting fire hydrants. The Collier County Water Division (CCWD) stated it would be reviewing
534 each of the 49 total locations provided on a list submitted. Mr. Miller asked Mrs. Adams to
535 follow up on this. Ms. DiNardo asked if that included all of Veneta. Mrs. Adams replied
536 affirmatively. Ms. DiNardo stated that Sandpiper Drive could be included; she submitted some
537 photographs. Mrs. Adams stated she would scan and submit them and asked others to submit
538 photographs. She suggested that each of the HOA managers become involved, given that 45
539 hydrants are on HOA property; only four are located on CDD property.

540 Mrs. Adams stated she was asked, at the last meeting, to document every hydrant; four
541 of 49 hydrants are on CDD property. Ms. DiNardo requested that the end of Sandpiper Drive
542 and Fiddler's Creek Parkway be included, in addition to those four.

543 Ms. Viegas suggested that Mrs. Adams send a list of all the fire hydrants on CDD
544 property, whether in CDD #1 or CDD #2, for review because many of them are in poor
545 condition. Mr. Albeit stated he would email the CCWD and request a review of all the fire

546 hydrants in Fiddler's Creek, including CDDs #1 and #2, and the HOAs. Mrs. Adams stated she
547 would forward her email to the CCWD to Mr. Albeit.

548 Ms. DiNardo gave some photos of Florida Power & Light (FPL) boxes to Mrs. Adams.
549 Mrs. Adams stated she contacted FPL about one transformer box that was in very poor
550 condition and was advised that it would be addressed in late November.

551 Ms. DiNardo gave Mrs. Adams photos of a box on 9209 Museo Drive and others. Mrs.
552 Adams stated she also sent pictures to FPL. Ms. DiNardo stated that nobody was asking for the
553 boxes to be replaced, but one of the boxes was rusty and needs to be maintained, given its
554 location near the fountain area. She noted that residents walk right by it, given its proximity to
555 the sidewalk, and, in her opinion, the area looks neglected. A Board Member stated it was also
556 visible from the road. Ms. DiNardo and Mrs. Adams discussed photographs to be submitted to
557 document the requested maintenance.

558

559 **FIFTEENTH ORDER OF BUSINESS**

Staff Reports

560

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

562 • **Open Space Maintenance Requirements**

563 There was no report.

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

565 • **NEXT MEETING DATE: November 10, 2021 at 10:00 A.M. at The Rookery at**
566 **Marco Golf Club, Board Room, 3433 Club Center Drive, Naples, Florida 34114**

567 ○ **QUORUM CHECK**

568 All Supervisors confirmed their attendance at the November 10, 2021 meeting.

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

570 The Monthly Status Report was emailed to the Board and provided as a handout.

571 Ms. Viegas asked Mrs. Adams if Sweetwater's fountain maintenance was satisfactory
572 since they are asking for an increase. Mrs. Adams replied affirmatively.

573 Ms. DiNardo stated that the turquoise to be removed from the fountain area was not
574 removed satisfactorily and it was expanding. Mrs. Adams stated that is calcium buildup. Mr.
575 Adams stated that would be a constant issue to be treated. Ms. DiNardo stated it was paid for.

576 Mrs. Adams stated the contractor completed the other items; she would follow up on it. Ms.
577 DiNardo felt that the painting looked good.

578 Ms. DiNardo felt that six more temporary signs are needed in addition to those already
579 listed. Two signs are needed at 9209 Museo Circle, one on each side of the street. Mrs. Adams
580 asked Mr. Cole if these could be paid for with Construction funds. Mr. Cole stated, while it may
581 be a qualified expense, account funds might be inadequate. Ms. DiNardo thought two signs are
582 needed at 9233 Museo Circle, along with two at Museo Circle and Tesoro Lane, near Lagomar.

583 Ms. DiNardo submitted a photo and asked who was responsible for a minor repair of a
584 valve box cover. Mr. Adams stated a separate work order would be necessary for the repair; the
585 landscaper would be contracted to replace the lids. Ms. DiNardo stated the cover is located
586 across from 9299 Museo Circle and, while she did not inspect the others, there may be
587 additional ones that need to be repaired.

588

589 **SIXTEENTH ORDER OF BUSINESS**

Supervisors' Requests

590

591 Ms. Viegas gave an update regarding the Aviamar entrance. She went to the entrance
592 after everything was installed. She has been communicating with Mr. Grimes and he has been
593 very helpful. On her initial inspection, she counted every plant and compared it to the plan to
594 make sure it was correct; a few plants were missing. Ms. Viegas distributed copies of the
595 conceptual design and stated she raised a concern in a previous meeting about the placement
596 of the Bismarck palm right above the Aviamar monument sign, as the palm was to be located
597 directly in front of the fountain. The Board was told, as noted in the meeting minutes, that it
598 would not look like the conceptual design and that the only thing that would be in front of the
599 fountain was the trunk and it would be much taller. She stated to her surprise the conceptual
600 design is exactly how it looks; the palm fronds are now being held up by rope because the root
601 ball must set, but, when the ropes are removed, the palm would look like the conceptual design
602 and block the fountain.

603 Ms. Viegas stated that Mr. Grimes came back and stated that they did not explain well
604 in the meeting because this is the height that was to be installed, and his staff did not feel it is
605 as much of a distraction from the fountain. They replaced the missing plants and he said they

606 could cut down the Clusias further and cut down fronds below the palm to try and get more
607 exposure. She expected the Board would be driving by, which was why she wanted to give an
608 update. Ms. Viegas expressed her opinion that, since the Clusias were already cut down to the
609 top of the monument sign, cutting them down any more would do no good. She asked Mr.
610 Grimes how long it would take for the Bismarck palm to reach the height the Board was told it
611 would be when it was installed, and he stated they can grow to 30' or 40' tall at full growth and
612 grow approximately 1.5' to 2' per year, so it will take a while until it is above the fountain. Ms.
613 Viegas stated she was under a misperception, based on her question at the meeting and what
614 she was told, so she did not want the rest of the Board to be surprised when they saw it.

615 Mrs. Adams stated she asked Mr. Grimes to join the call, and he is on the phone.

616 Mr. Miller admitted he knows little about landscaping and is not qualified to comment,
617 but, when he drove by the area two days ago, his impression was very favorable and he thought
618 it looked very nice. Ms. Viegas stated she was not saying it is not favorable, but, right now, the
619 fronds are tied up and, when they open up it will be huge. The consensus was that the plantings
620 looked very nice. Ms. Viegas stated that she was not proposing anything be done; rather, she
621 just wanted to make the Board aware of the discrepancy. Mr. Miller voiced his opinion that the
622 area seemed to be dramatically improved. Ms. DiNardo noted that the fountain is visible, the
623 water is visible, and the tree will continually be growing, so it seemed to have resolved the
624 issue and improved the aesthetics. She asked Ms. Viegas for her overall opinion, aside from the
625 tree. Ms. Viegas stated that some residents complained that there was too much grass and the
626 blooming landscape plants were removed, to which she responded that there have been many
627 meetings and the Board was open to receive input via email. Mr. Miller observed that there
628 would always be complaints. Ms. Viegas felt that it would be impossible to please everyone.

629

630 **SEVENTEENTH ORDER OF BUSINESS**

Public Comments:

631

632 There were no public comments.

633

634 **EIGHTEENTH ORDER OF BUSINESS**

Adjournment

635

636 There being no further business to discuss, the meeting adjourned at 11:49 a.m.

637
638
639
640
641
642
643

Secretary/Assistant Secretary

Chair/Vice Chair

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

14B

DRAFT

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

The Board of Supervisors of the Fiddler’s Creek Community Development District #2 held a Regular Meeting on November 10, 2021 at 10:00 a.m., at The Rookery at Marco Golf Club, Board Room, 3433 Club Center Drive, Naples, Florida 34114. Members of the public were able to listen to and participate via Zoom, at <https://us02web.zoom.us/j/86899674594>, and 1-929-205-6099, Meeting ID 868 9967 4594 for both.

Present were:

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

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Tony Pires (via telephone)	District Counsel
Terry Cole	District Engineer
Joe Parisi	Developer’s Counsel
Connie Creamer (via telephone)	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

Public Comments: Non-Agenda Items

Mr. Miller asked the meeting attendees to speak loudly and clearly. He stated that Mr. and Mrs. Creamer sent numerous emails regarding what he believed to be a Developer issue. He suggested she describe the problem to Mr. Parisi and then make an appointment to discuss the issue.

39 Mrs. Connie Creamer stated she was calling on behalf of several fellow Cranberry
40 Crossing residents. The back of the homes in Cranberry Crossing are across the creek from
41 Oyster Harbor (OH) and, when vehicles drive down Kumamoto Lane, which is currently under
42 development, the headlights shine directly into their homes. When Taylor Morrison (TM)
43 originally constructed the street, a berm with four palm trees and two small shrubs was
44 planted; however, since then the trees and shrubs were pulled out, and the berm was
45 flattened. She discussed Belon Lane, a similar street in OH that backs up to Cranberry Crossing.
46 It has a berm with palm trees and tall and short shrubs that provide an effective buffer to the
47 headlights. She asked for a similar barrier to be installed to remedy the headlight issue in
48 Cranberry Crossing.

49 Mr. Miller stated this is not a CDD issue. Mr. Parisi noted her concern and stated that he
50 would contact Mrs. Creamer directly regarding the issue.

51

52 **THIRD ORDER OF BUSINESS**

**Update: Line of Credit for Impending
Hurricane Season**

53

54

55 Mr. Adams stated that there was still no decision; it was still under committee review.
56 He would call again to request an update.

57

58 **FOURTH ORDER OF BUSINESS**

**Update: Status of Taylor Morrison Faulty
Design Issues and Potential Claim for
Associated Engineering and Legal Expenses**

59

60

61

62 Mr. Pires stated he received no further response from TM since the last communication
63 and Mr. Cole was working with TM on the issue. He asked if the Board wished to pursue a more
64 aggressive course of action. Mr. Miller asked what more aggressive action Mr. Pires would
65 recommend. Mr. Pires stated Mr. Cole recommended asking TM to initiate the irrigation plan
66 of action with the contractor at TM's expense. Mr. Cole stated the last contact was several
67 months ago. He recalled that GulfScapes is the company in question and the proposed work
68 would cost \$20,000. As he was under the impression that Mr. Pires was to initiate discussions
69 with TM, he had not pursued the matter further.

70 Ms. Viegas stated her recollection that Mr. Parisi was to send a letter to TM explaining
71 all the CDD's issues in combination with his issues.

72 Mr. Parisi stated the CDD's issues are not the same as his issues and he sent a letter to
73 TM with his issues. He raised the CDD's construction related issues to TM President, Mr. Steve
74 Kempton, who then immediately began addressing the issues with local people. He believed
75 those issues in OH were completed or nearly completed. He believed there were two different
76 village issues; the first, in Amador, involved TM or a contractor doing work and the second
77 involved legal fees and costs related to addressing the issues in OH. Regarding the legal fees, he
78 suggested sending a letter to TM's lawyer; other actions may be taken if TM does not pay, but
79 he could not assist in that matter. He assisted in facilitating meetings with Mr. Keith Norton and
80 with Mr. Kempton.

81 Mr. Miller stated it took many months to arrange those meetings and, in his opinion, TM
82 was not very forthcoming in trying to be helpful. He stated there was a separate issue in
83 Amador.

84 Ms. Viegas stated that in reading past meeting minutes, she thought Mr. Cole and Mr.
85 Pires were going to email their expenses to Mr. Parisi and that Mr. Parisi would send that to
86 TM. Mr. Parisi stated he could forward that information to TM. He noted that these issues
87 were raised at a CDD Board Meeting and that these are the expenses they incurred in
88 addressing "your" defective work that "you" have now corrected. He stated he had all the
89 information needed so he could email a summary of the issues to TM and request that they cut
90 a check. Ms. Viegas asked Mr. Pires if he sent his expenses and Mr. Cole's expenses to Mr.
91 Parisi. Mr. Pires replied affirmatively.

92 Mr. Pires asked Mr. Parisi if he raised the rear yard drainage issue when he addressed
93 the construction related issues with TM. Mr. Parisi stated he did not raise that issue. The
94 consensus was that was the Amador issue.

95 Mr. Parisi asked Mr. Pires to email him about the Amador issue and the expenses
96 related to OH and he would forward the information to Mr. Kempton and advise him that the
97 issue was raised at a CDD meeting and that it should be addressed.

98 Ms. DiNardo asked if that included the GulfScapes landscaping mentioned by Mr. Cole.
99 Mr. Pires stated he did not think Mr. Cole's proposed solution was communicated to TM yet, as
100 he believed that Mr. Parisi was addressing it. He stated that he would prepare and send the
101 letter and copy Mr. Parisi so that he can also address it with TM.

102 Mr. Parisi asked if any correspondence was sent to TM yet on behalf of CDD #2. The
103 consensus was that much correspondence has been sent to TM.

104 Mr. Parisi asked Mr. Pires to send him copies of the previous correspondence to which
105 TM has failed to respond so that he can include those in the email to TM. Mr. Pires believed he
106 sent those to Mr. Parisi in the past, but he would send them again. Mr. Miller stated that the
107 TM issue in Amador has been a recurring issue with constant complaints from residents, one of
108 whom threatened a lawsuit. He felt that TM has been very, very slow to respond to any issues
109 and that, if Mr. Parisi is able to make any progress, it would be a miracle because TM is very
110 unresponsive. Mr. Parisi stated, if Mr. Pires would send him the past correspondence and the
111 expenses to be paid, he would reference those in the email. Mr. Pires stated he would send the
112 correspondence, as well as a separate letter addressing the GulfScapes proposal and asking TM
113 to address that issue.

114 Mr. Klug asked if CDD #2 also had Engineering and Legal expenses related to the Amador
115 issue for which reimbursement is due. Mr. Adams stated, as of August 24, 2021, those expenses
116 totaled nearly \$11,000. Ms. DiNardo believed that was included in the recent letter. Mr. Miller
117 asked Mr. Pires to determine if the \$11,000 in Amador expenses was included and, if not, to
118 make sure it is included.

119

120 FIFTH ORDER OF BUSINESS

Developer's Report/Update

121

122 Mr. Parisi stated the back service gate for Publix at Sandpiper Drive was expected to be
123 completed by Christmas; additional permitting contributed to delays but all work has been
124 contracted.

125 Ms. Viegas asked if Halvorsen indicated whether they are willing to pay earlier, since Mr.
126 Pires can no longer participate in discussions. Mr. Parisi stated that he received an email
127 stating that there was a contract but Halvorsen would be willing to discuss making a partial

128 payment sooner. Mr. Miller stated the CDD is not looking for more money, it just does not want
129 to have to pay for it themselves, up front. Ms. DiNardo felt that the CDD should be open to a
130 partial payment. Mr. Parisi stated he understood Halvorsen's concern and why they wrote the
131 contract the way they did, but he believed they are open to discussion.

132 Mr. Parisi advised Mr. Pires that he saw the October 27, 2021 email; however, he felt
133 that two sentences and two numbers were insufficient and he would need backup and
134 documentation. Mr. Pires stated he would email the backup.

135 Mr. Miller asked Mr. Cole if he works from timesheets like attorneys do. Mr. Cole
136 replied affirmatively and stated he sent a summary of all the hours to Mr. Pires. Ms. DiNardo
137 asked if that included GulfScapes. Mr. Cole stated it did not; the \$20,000 was the estimated
138 cost of the GulfScapes work.

139 Ms. Viegas asked if the scheduled repairs on Kumamoto Lane and Belon Lane were
140 finished. Mr. Parisi stated there were different levels of repairs. The Belon Lane repairs
141 included curb and valley gutter repairs and he believed TM addressed most if not all those
142 issues. When Kumamoto Lane is no longer under construction, the final lift of asphalt would be
143 done. Mr. Miller asked about the issue raised by Mrs. Creamer. The consensus was that her
144 issue is unrelated to this.

145

146 **SIXTH ORDER OF BUSINESS**

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

147

148 Mr. Cole stated, over the last few months, he has been checking TM's lake erosion
149 repairs in OH and all the work is finished and an inspection would be filed. Some areas in OH
150 have lake erosion, but it is the longitudinal type of erosion for which geotube repairs might be
151 necessary. He stated that recommendations would be made for the Fiscal Year 2023 budget
152 and, while some funds were budgeted, the funds were not specifically earmarked. Mrs. Adams
153 stated that \$30,000 was budgeted for lake bank restoration in Fiscal Year 2022.

154 Ms. DiNardo asked how old the lakes in OH are. Mr. Cole stated the lakes are at least
155 five years old. Ms. DiNardo asked if, after five years, the lake erosion is an indication of things
156 to come. Mr. Cole stated erosion depends on several factors and noted that Hurricane Irma hit
157 four years ago and may have caused some of the damage, as some of the lakes were in

158 existence then. He stated the items that were identified as homebuilder related were resolved.
159 Mr. Miller asked if there was any culpability on TM's part regarding lake erosion. Mr. Cole
160 stated there was none that he could see and added that TM repaired some issues that they
161 were not necessarily responsible for that could have been homeowner related or were caused
162 by a homebuilder building a house. TM built numerous houses but did not build all of the ones
163 where erosion occurred. TM repaired numerous locations that were beyond their
164 responsibility. Mr. Miller asked if it was clear to Mr. Cole that, if the CDD has liability to install
165 geotubes, the issues cannot legitimately be attributed to TM. Mr. Cole replied affirmatively.

166 Ms. DiNardo asked if Mr. Cole would provide estimates for the geotube repairs. Mr. Cole
167 stated it would be included in the Fiscal Year 2023 budget discussions. Mrs. Adams stated that
168 the \$30,000 budgeted for such repairs during Fiscal Year 2022 would be insufficient.

169 Mr. Cole stated, regarding the traffic signal, the consultant indicated there is not enough
170 traffic and the traffic study should be delayed until season. Mr. Miller stated he goes to the
171 Publix parking lot several times a week and it grows fuller each week. He recalled that it was an
172 exercise in great patience to get the traffic light on 951 and he did not expect this light would
173 be any quicker. Mr. Cole hoped it would be quicker, as 7-Eleven would be opening soon.

174 Mr. Cole stated CDD #1 raised a concern and an email was sent to Mr. Mark Minor, who
175 designed and permitted the Publix sign. The concern is about sight distance exiting Sandpiper
176 Lane onto Sandpiper Drive because, when preparing to turn left or right, the sign is visible to
177 the left but you cannot see the gatehouse as there is a curve there. Traffic should not go so
178 quickly that oncoming traffic is not visible; this was referred to Mr. Minor.

179 • **Continued Discussion: Lake Easements and Plats**

180 ○ **Status of Irrigation Easement/Installation of Irrigation Line**

181 Mr. Cole stated he spoke with Mr. Parisi about the Board's request for an
182 indemnification from the HOA, as discussed at the last meeting. Mr. Parisi stated he would put
183 it together. When homeowners request a Letter of No Objection (LONO), he would inform
184 them of their responsibility to move objects impeding on the easement, if necessary.

185 Ms. Viegas thought that Mr. Cole was to follow up on why irrigation lines were being put
186 behind homes, since they are usually in front. Mr. Parisi believed that was misinformation and
187 stated that the irrigation lines are always put in the back, never in the front. Mr. Cole agreed.

188

189 **SEVENTH ORDER OF BUSINESS**

**Discussion: Jensen Underground Utilities,
190 Inc., Repair Invoice #21-124 for Damaged
191 Sewer Lateral by Wall Post**

192

193 Mr. Cole stated the repair invoice for the wall installed five years ago was approved
194 contingent upon his confirmation that no private work was included in the invoice. He had
195 confirmed that the invoice was all related to repair of the sewer lateral; the cleanout by the
196 gatehouse was paid for separately, as a separate invoice for a private line.

197 Ms. Viegas stated she rode by the wall, observed that a piece of the wall is missing, and
198 asked if it would be replaced. Mr. Cole stated he would look into it.

199 Ms. Viegas asked if, since the last meeting, Mr. Cole had any luck finding a contractor to
200 do the pumphouse roof repairs. Mr. Cole stated that he had not. Ms. DiNardo asked if a tarp
201 was placed on the roof. Mr. Cole replied no and stated the first of the three pumphouses would
202 not be replaced until August 2023. At this point, repairs may be held in abeyance if it would be
203 replaced in a year and a half because the repairs are not significant. The consensus was that
204 supply chain issues might continue so the repairs could wait. Mrs. Adams asked Mr. Cole to
205 have blue tarps put on the roof.

206 Ms. Viegas asked for clarification, as her understanding was that one of the reasons
207 assessments increased was based on the pumphouse repairs. She asked why nothing would be
208 done until 2023. Mr. Cole recalled that, because of the amount of repairs, which would cost
209 about \$750,000 per pumphouse, each CDD began funding for the repairs in Fiscal Year 2022.
210 Ms. Viegas stated she believed the roof repairs were part of that. Mr. Cole stated the roof
211 repair costs are a minor amount.

212 Mr. Miller asked why a contractor gets a profit on work done by a subcontractor. Mr.
213 Cole stated there is a standard 10% markup for managing the work of the subcontractor; it is an
214 industry standard.

215

216 **EIGHTH ORDER OF BUSINESS** **Continued Discussion: Amaranda**
 217 **Landscape Maintenance**

- 218
- 219 **A. License Agreement Between CDD and Amaranda Village Association, Inc.**
- 220 **B. Letter from District Counsel to HOA Regarding Replacement of Dead Palms and Better**
- 221 **Maintenance of Landscape Beds**

222 Mr. Pires stated he sent a letter to the HOA and Ms. Soler responded to the Chair that
 223 the issues would be addressed immediately.

224 Mr. Miller stated he knew Ms. Soler to be a very responsible person and noted that she
 225 had already addressed another CDD issue for which he shared copies of the correspondence
 226 with the Board and Staff. He expressed great confidence in her efficiency and service to the
 227 community.

228

229 **NINTH ORDER OF BUSINESS** **Discussion/Consideration of Open**
 230 **Space/Undeveloped Parcel: Cordgrass vs.**
 231 **Bushhogging**

232

233 Mrs. Adams stated that proposals would be presented at the next meeting.

234

235 **TENTH ORDER OF BUSINESS** **Continued Discussion: Consideration of**
 236 **Acceptance of Deeds for Fee Simple**
 237 **Ownership of Various Landscape/Buffer**
 238 **Tracts Within Fiddler’s Creek Community**
 239 **Development District 2**

240

241 Mr. Pires stated that revised, corrected documents would be presented at the next
 242 meeting, along with a cover Memorandum and a proposed Resolution.

243 Mr. Klug stated he was asked by a Veneta resident to ask the Board to consider
 244 extending the hours of the Veneta fountain illumination from 11:00 p.m. to midnight, adding
 245 another hour of illuminating the fountain before the lights go out. Mr. Miller asked Mr. Klug if
 246 he supported the proposal. Mr. Klug stated, in his personal opinion, it would be a waste of
 247 money; he does not feel that people are driving or walking at that hour. Ms. DiNardo stated
 248 there was not a big demand for it. She thought the question was raised in the past and she did

249 not believe the majority of people would benefit from it. She supported the status quo. Mr.
250 Nuzzo agreed.

251 Mr. Miller asked Mr. Klug to tell the resident that the Board decided against it.

252 Ms. DiNardo stated that the timers have not been reset since daylight savings time went
253 into effect. Mrs. Adams stated she would follow up.

254

255 ELEVENTH ORDER OF BUSINESS

Staff Reports

256

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

258 Mr. Pires reported that the OH Phase 3 Plat LONO was issued with a slight revision, as
259 the Developer corrected the two items suggested and approved by the Board. The letter was
260 sent in and the Chair was kept in the loop. Mr. Pires stated he appreciated his participation.

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

262 I. Update: Collier County Mosquito Control District Treatment Schedule

263 Mrs. Adams distributed an email response she received from the Collier Mosquito
264 Control District (CMCD) for discussion purposes. Ms. DiNardo observed that the CDD has been
265 doing additional mosquito treatments every year and has expanded the budgeted funds
266 because the service provided by the County has been inadequate. She felt that property
267 owners are being taxed unfairly. Mr. Klug felt that the CDD should consider informing the CMCD
268 that the CDD is supplementing the treatments.

269 Mr. Adams stated the Board decided to have the additional treatments because the
270 County was not providing the needed level of service and it is within the Board's authority to do
271 so. The consensus was that the goal is to supplement the County. Mr. Adams stated, at this
272 point, the County is actually supplementing the CDD.

273 Ms. DiNardo felt that, if the CDD was doing the work, the mosquito count would not be
274 triggered and suggested allowing the County to do its treatments.

275 Mr. Adams suggested returning to the previous schedule, which was every other week.
276 This past year treatments were increased to weekly. Mr. Miller asked what CDD #1 does. Mr.
277 Adams stated CDD #1 has the same schedule as CDD #2. Mr. Miller suggested coordinating with
278 CDD #1.

279 Mr. Klug asked if there was any basis to have the CMCD reimburse some of the expenses
280 the CDD has incurred. The consensus was that it would not be credited as it is an ad valorem
281 tax that all residents pay. Ms. DiNardo supported notifying the CMCD that it is not providing a
282 sufficient level of service.

283 Mr. Adams recommended reducing spraying to every other week. Mrs. Adams
284 suggested advising residents to contact the CMCD to request additional spraying. Mr. Adams
285 stated the link could be added to the CDD website and The Foundation could be asked to post
286 the link on its website. Ms. DiNardo suggested an e-blast to residents with the CMCD phone
287 number. Mr. Pires suggested using the online reporting system on the CMCD website. He stated
288 there would be no benefit to requesting a refund on the ad valorem tax.

289

290 **On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor,**
291 **returning to the original mosquito control treatment schedule for 2022, was**
292 **approved.**

293

294

295 With regard to the traffic signal agreement, Mr. Pires recalled that, at the last meeting,
296 he advised that he would not participate in anything related to the matter because of the
297 conflict between CDD #1 and CDD #2. He stated he was copied on an email and requested that
298 Mr. Parisi exclude him from any communications. Mr. Miller explained that the issue was that
299 CDD #2 has an agreement with Halvorsen whereby the CDD #2 would receive \$200,000 and the
300 CDD #1 Board suddenly decided they wanted a share of CDD #2's money coming from
301 Halvorsen. CDD#2's position is that CDD #1 has no entitlement.

302 **II. NEXT MEETING DATE: December 8, 2021 at 10:00 A.M., at Fiddler's Creek Club**
303 **and Spa**

304 ○ **QUORUM CHECK**

305 The next meeting would be held on December 8, 2021.

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

307 The Monthly Status Report was emailed to the Board and provided as a handout.

308 Mrs. Adams distributed an email communication regarding the Fiddler's Creek fire
309 hydrant locations. Mr. Albeit was copied on the emails and he would take the lead on the issue,
310 as most of the hydrants are on HOA property and not the CDD's responsibility.

311 Mr. Miller asked how many of the hydrants in CDD #2 need to be painted. Mrs. Adams
312 believed that every hydrant could benefit from being repainted.

313 Ms. DiNardo stated that the repainting does not need to be done immediately, it just
314 needs to be scheduled. Mrs. Adams noted that, per the email, the hydrants would be addressed
315 in the first quarter of 2022. The photographs were submitted and very much appreciated.

316 Mrs. Adams provided an update regarding communications with Florida Power & Light
317 (FPL) about the transformer boxes. Ms. DiNardo's photographs and information about the FPL
318 transformer boxes was submitted to the FPL contact, who was getting overwhelmed with
319 different projects. Unfortunately, one photograph of a Sprint utility box was sent in error. Ms.
320 Viegas assisted in identifying transformer boxes because, when requests for repairs are
321 submitted, a picture of the transformer box, the number on the transformer box and an
322 address if available must be included. Some of the pictures Ms. DiNardo provided did not
323 include numbers so Ms. Viegas assisted Mrs. Adams with each of the FPL boxes and the
324 transformer information on the boxes. One box that was previously reported was in horrific
325 shape and would likely be repaired in November. Upon inspection and photographing, some
326 boxes that were reported showed only minor rust and might not warrant repair, but the report
327 would be submitted. The two transformers reported by Mr. Klug and Ms. Viegas were very
328 damaged and would likely be repaired by the end of November.

329 Ms. DiNardo felt that there should be a commitment of how FPL would maintain the
330 boxes in the community which is 20 years old. Mrs. Adams stated the FPL Engineering
331 Department committed to repairing the two most damaged boxes by the end of November.

332 Mr. Miller asked if rust can impact the performance of a transformer. Mrs. Adams stated
333 it depends on where the rust is; a hole could allow water to enter the box, but a tiny chip would
334 not justify a service call.

335 Mr. Miller felt that maintaining the boxes is in FPL's best interest as well because, if a
336 transformer stops working and there is a power loss, FPL must come out immediately. Mrs.
337 Adams agreed.

338 Ms. DiNardo voiced her opinion that there should be a program and noted that
339 residents expect the community to be maintained to a high standard. Mrs. Adams suggested
340 waiting to see how FPL does and having Mr. Pires send a letter if there is a deficiency. Mr. Miller
341 stated that a copy could be sent to the State Public Utility Commission.

342 Ms. Viegas recalled that the FPL technician advised that FPL is having supply chain
343 issues, which is why FPL indicated that the boxes would hopefully be repaired by late
344 November. Mrs. Adams stated that all vendors are experiencing such issues. Mr. Miller
345 expressed concern about a possible outage due to a transformer malfunction.

346 Ms. Viegas stated the boxes that she and Mr. Klug documented on Sandpiper Drive and
347 in Aviamar had rust on the doors and, given the rust on the doors and at the seal, she
348 questioned whether the boxes could be opened. Other boxes she photographed recently had
349 less significant rust. Mr. Miller asked what would happen in the event of an outage, given the
350 unavailability of parts. Ms. Viegas believed the outside boxes need to be replaced and noted
351 that it was impossible to see the inside of the boxes. She rode all around Campanile Circle and
352 looked at many FPL transformer boxes, and estimated that 80% were in pristine condition and
353 looked brand new. The two worst that she saw were documented. The one at the Veneta
354 fountain behind a big bush had a lot of rust but the doors looked okay; the outside box was
355 rusting but the inside of the box was likely fine.

356 Mr. Pires stated the Public Service Commission website allows complaints to be filed by
357 telephone, email, or through an online form. He suggested sending photographs of the
358 transformers, with attachments, to the email address and/or via the online form. He would
359 email the website link to Mrs. Adams and Mr. Adams.

360

361 **TWELFTH ORDER OF BUSINESS**

Supervisors' Requests

362

363 Mr. Klug asked Mrs. Adams to look at the bench that was installed on Campanile Circle
364 because there is a large mold patch beneath the bench. Mrs. Adams stated she would email
365 The Foundation and ask that all benches and the slabs underneath be pressure cleaned.

366

367 **THIRTEENTH ORDER OF BUSINESS**

Public Comments

368

369 There were no public comments.

370

371 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

372

373 There being no further business to discuss, the meeting adjourned at 10:54 a.m.

374

375

376

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

377
378
379
380
381

Secretary/Assistant Secretary

Chair/Vice Chair

FIDDLER'S CREEK CDD #2

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	08.25.21	ACTION	Mr. Adams to pursue a \$500,000 line of credit for impending hurricane season with Iberia Bank and Mr. Pinder to pursue a line of credit with Wells Fargo.	X			
2	08.25.21	ACTION	Mr. Parisi to ensure that damaged sod at Mr. Leopizzi's property is replaced.	X			
3	08.25.21	ACTION	Mr. Cole's Lake Erosion Report to document yard drains and include an estimate for repairs resulting from drainage installed by homeowners.	X			
4	08.25.21	ACTION	Mr. Cole to meet with Collier Paving to review roadway repairs and keep Mr. Miller apprised of status so that he may advise the homeowner.	X			
5	08.25.21	ACTION	Mr. Adams to ensure that verbiage relating to "access control" and "parks and recreation" is removed from the Mailed Notice and that verbiage relating to the reasons for the assessment increase is corrected in future public notices.	X			
6	08.25.21	ACTION	If the CDD is required to send a Mailed Notice to owners of an assessment increase, the Mailed Notice and public notices should be included as an agenda item for Board review and editing prior to mailing.	X			
7	09.22.21	ACTION	Mr. Pires to address scope of work agreed upon with TM and the resulting indemnifications necessary.	X			
8	09.22.21	ACTION	Mr. Pires to would work with Mr. Parisi regarding proposed changes to deeds, to be brought back at the next meeting.	X			
9	09.22.21	ACTION	Mr. Miller asked to be advised if there is no response from IberiaBank so that he can reach out to his contact.	X			
10	09.22.21	ACTION	US & Sandpiper: Traffic study on hold for a couple of months until season begins.	X			
11	09.22.21	ACTION	Ms. Viegas asked Mr. Parisi to follow up with Halvorsen on Mr. Pires' prior inquiry about receiving their traffic signal contribution sooner, as Mr. Pires can no longer participate in those discussions.	X			

FIDDLER'S CREEK CDD #2

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
12	09.22.21	ACTION	Per Ms. Viegas, Mrs. Adams to follow up with LandCare for a proposal to repair the sinking pavers on the sidewalk in Aviamar.	X	X		
13	10.27.21	ACTION	Mr. Cole to send Mr. Albeit documentation regarding the HOA's indemnification of the CDD irrigation regarding the irrigation easement issue, so he could send it to Mr. Parisi.	X			
14	10.27.21	ACTION	Mr. Cole to install tarps in the pumphouse roofs requiring repair.	X			
15	10.27.21	ACTION	Mr. Cole to submit the repaving budget to the Board.	X			
16	10.27.21	ACTION	Mr. Cole to determine how much of the "Jensen Underground Utilities Repair Invoice for Damaged Sewer Lateral by Wall Post" invoice is the District's responsibility and modify the invoice if necessary.	X	X		
17	10.27.21	ACTION	Mr. Pires to send a letter to advise the Amaranda HOA that the Agreement requires them to replace the dead palm trees and ask when it would be done.	X	X		
18	10.27.21	ACTION/AGENDA	Mr. Grimes to provide a cost breakout for cordgrass and bushhogging and provide recommendations to the Board.	X	X		
19	10.27.21	ACTION	Mrs. Adams to research \$669 reflected in the Unaudited Financials as "Special assessment direct bill"	X			
20	10.27.21	ACTION	Mr. Adams to email CMCD and inquire whether mosquito spraying was reduced due to the District's spraying schedule.	X	X		
21	10.27.21	ACTION	Per Ms. Viegas' suggestion, an email blast to be sent at the beginning of season advising residents where to send an email to request mosquito spraying.	X			
22	10.27.21	ACTION	Mrs. Adams to forward the email she sent to the CCWD regarding fire hydrants to Mr. Albeit. Mr. Albeit to email the Collier County Water Division and request they review all the fire hydrants in Fiddler's Creek, including CDDs #1 and #2 and the HOAs.	X			
23	10.27.21	ACTION	Mrs. Adams to submit information and photos of Florida Power & Light (FPL) boxes requiring painting and repair.	X	X		
24	10.27.21	ACTION	Mrs. Adams to follow up on calcium buildup to be removed from the fountain area.	X	X		

FIDDLER'S CREEK CDD #2

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
25	10.27.21	ACTION	Mr. Cole to review the six additional Pedestrian sign request: two at 9209 Museo Circle, two at 9233 Museo Circle and two at Museo Circle and Tesoro Lane near Lagomar.	X			
26	10.27.21	ACTION	Mrs. Adams to submit a work order for the irrigation valve box cover repair across from 9299 Museo Circle.	X	X		
27	10.27.21	ACTION	Mr. Albeit asked Mr. Cole to send something regarding the CDD wanting the HOA to indemnify the CDD, with regard to the irrigation line matter, so he can send it to Mr. Parisi.	X			
28	11.10.21	ACTION	Mr. Parisi to contact Mrs. Creamer regarding her request for a berm across the canal adjacent to Cranberry Crossing.	X			
29	11.10.21	ACTION	Mr. Adams to call and request an update regarding the line of credit.	X			
30	11.10.21	ACTION	Mr. Pires to send Mr. Parisi an email regarding the Amador issue and the expenses related to Oyster Harbor so that it may be forwarded to TM. Mr. Pires to include backup and documentation of expenses.	X			
31	11.10.21	ACTION	Mr. Pires to ensure that the \$11,000 in Amador South expenses were included	X			
32	11.10.21	ACTION	Mr. Pires to prepare a letter communicating Mr. Cole's proposed GulfScapes solution to TM, with a copy to Mr. Parisi so that he could address it with TM.	X			
33	11.10.21	ACTION	Mr. Pires to send Mr. Parisi copies of previous correspondence to which TM has failed to respond, for inclusion in an email to TM.	X			
34	11.10.21	ACTION	Mr. Cole to provide estimates for the Geotube repairs in the budget for the next fiscal year.	X			
35	11.10.21	ACTION	Mr. Cole to provide updates regarding the sight distance issue exiting Sandpiper Lane onto Sandpiper Drive, referred to Mr. Minor.	X			
36	11.10.21	ACTION	Mr. Cole to follow up on a piece of missing wall in the area of the cleanout by the gate house.	X			
37	11.10.21	ACTION	Mrs. Adams to ensure that fountain timers are reset since daylight savings time went into effect.	X	X		
38	11.10.21	ACTION	Mrs. Adams to revise the contract to reflect the CDD's return to the original mosquito control treatment schedule for the upcoming year of every other week.	X			

FIDDLER'S CREEK CDD #2

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
39	11.10.21	ACTION	Mr. Pires to email the website link for the Public Service Commission website to Mrs. Adams. Photographs of the transformers be sent with attachments to the email address and/or via the online form.	X	X		
40	11.10.21	ACTION	Mrs. Adams to email The Foundation to request that all benches and the slabs underneath be pressure cleaned.	X	X		

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

15B

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 27, 2021	Regular Meeting	10:00 AM
<i>The Rookery at Marco Golf Club, Board Room, 3433 Club Center Drive, Naples, Florida, 34114</i>		
Join Zoom Meeting https://us02web.zoom.us/j/89250910994 Meeting ID: 892 5091 0994 Dial by your location 1 929 205 6099 US Meeting ID: 892 5091 0994		
November 10, 2021*	Regular Meeting	10:00 AM
<i>The Rookery at Marco Golf Club, Board Room, 3433 Club Center Drive, Naples, Florida, 34114</i>		
Join Zoom Meeting https://us02web.zoom.us/j/86899674594 Meeting ID: 868 9967 4594 Dial by your location 1 929 205 6099 US Meeting ID: 868 9967 4594		
December 8, 2021*	Regular Meeting	10:00 AM
January 26, 2022	Regular Meeting	10:00 AM
February 23, 2022	Regular Meeting	10:00 AM
March 23, 2022	Regular Meeting	10:00 AM
April 27, 2022	Regular Meeting	10:00 AM
May 25, 2022	Regular Meeting	10:00 AM
June 22, 2022	Regular Meeting	10:00 AM
July 27, 2022	Regular Meeting	10:00 AM
August 24, 2022	Public Hearing & Regular Meeting	10:00 AM
September 28, 2022	Regular Meeting	10:00 AM

***Exceptions**

November meeting date is two weeks earlier to accommodate Thanksgiving Holiday

December meeting date is two weeks earlier to accommodate Christmas Holiday