# FIDDLER'S CREEK

COMMUNITY DEVELOPMENT
DISTRICT #2

December 10, 2025

**BOARD OF SUPERVISORS** 

REGULAR MEETING
AGENDA

# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

# AGENDA LETTER

# Fiddler's Creek Community Development District #2 OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W 

Boca Raton, Florida 33431

Phone: (561) 571-0010 

Fax: (561) 571-0013 

Toll-free: (877) 276-0889

https://fiddlerscreekcdd2.net/

December 3, 2025

**ATTENDEES:** 

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

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

**Dear Board Members:** 

The Board of Supervisors of the Fiddler's Creek Community Development District #2 will hold a Regular Meeting on December 10, 2025 at 10:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments: Non-Agenda Items (3 minutes per speaker)
- 3. Update: Superior Waterway Services, Inc. Treatment Report
- 4. Health, Safety and Environment Report (Ryan Hennessey)
  - A. Irrigation and Pressure Washing Efforts
  - B. Security and Safety Update
- 5. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
  - A. October 1, 2024 September 30, 2025 [Posted]
  - B. October 1, 2025 September 30, 2026
- 6. Developer's Report/Update
- 7. Engineer's Report/Update: Bowman Company
  - Memo Regarding Ongoing Irrigation Items
- 8. Continued Discussion: Wall Bordering Museo Circle
  - Consideration of Gulfscapes Landscape Management Services Proposal #5149
- 9. Discussion: Mussorie Village Tract OS-1
  - A. Consideration of Special Warranty Deed (Taylor Morrison to CDD)

- B. Consideration of Owner's Affidavit (Mussorie Village to CDD)
  - I. Title Report
  - II. Survey
- 10. Continued Discussion: Existing Sign Inserts
  - Consideration of Lykins Signtek Quote 100401 [Replace/Install New Street Signage/Inserts]
- 11. Continued Discussion: Irrigation Action Items
- 12. Update/Fountains: Crystal Waterscapes (Robert Engler)
  - A. Discussion/Consideration of Crystal Waterscapes Quote 251125 [Oyster Harbor Pump/Motor Replacement]
- 13. Continued Discussion: Internal Control Related Matters
- 14. Acceptance of Unaudited Financial Statements as of October 31, 2025
  - A. Fiscal Year 2025 Fountains Summary Report/Breakdown
  - B. Fiscal Year 2026 Fountains Summary Report/Breakdown (Year to Date)
- 15. Approval of October 22, 2025 Regular Meeting Minutes
- 16. Action/Agenda or Completed Items
- 17. Staff Reports
  - A. District Counsel: *Woodward, Pires and Lombardo, P.A.* 
    - Consideration of Limited Easement and Right of Way Use Agreement with Amaranda Village Association, Inc.
    - Report on Collier County Planning Commission/Consideration of Proposed Greenway-Fritchey RPUD
    - Update: Memorandum Regarding Ethics Training Requirements
    - Discussion: Public Records
  - B. District Manager: Wrathell, Hunt and Associates, LLC
    - NEXT MEETING DATE: January 28, 2026 at 10:00 AM

Board of Supervisors Fiddler's Creek Community Development District #2 December 10, 2025, Regular Meeting Agenda Page 3

#### QUORUM CHECK

SEAT 1	WILLIAM TOMAZIN, JR.	IN PERSON	PHONE	☐ No
SEAT 2	ELLIOT MILLER	In Person	PHONE	☐ No
SEAT 3	LINDA VIEGAS	In Person	PHONE	□No
SEAT 4	JOHN P. NUZZO	In Person	PHONE	☐ No
SEAT 5	SCOTT SPITZER	In Person	PHONE	□No

- C. Operations Manager: Wrathell, Hunt and Associates, LLC
- 18. Supervisors' Comments
- 19. Adjournment

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

Sincerely,

Chesley E. Adams, Jr.

District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

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# Lake Treatment Report Treatment Dates Oct-Nov 2025

	Work			Treatment	
Lake #	Preformed	Target	Target	Date	Notes/Comments
				10/7, 10/14	
1	Treated	Grasses/Weeds	Chara/Algae	and 10/22	Crew treated lake littorals for grasses and weeds
				10/21 and	
2	Treated	Torpedograss	Vines	10/22	Treated Littorals for vines and weeds
				10/14 and	
3	Treated	Chara/Algae		11/6	Treated lake for Chara/Algae
		O. W.		10/11	T
4	Treated	Chara/Algae		10/14	Treated lake for Chara/Algae
5	Treated	Chara/Algae		11/11	Treated lake for Chara/Algae
6	Treated	Chara/Algae		11/11	Treated lake for Chara/Algae
7A	Inspected			10/22	
70				40/00	
7B	Inspected			10/22	
7C	Inspected			10/22	
7D	Inspected			10/22	
0	Tuestad	Vi	0	10/00	
8	Treated	Vines	Grasses/Weeds	10/22	Crew treated lake littorals for grasses and weeds
9	Treated	Vines	Grasses/Weeds	10/22	Crew treated lake littorals for grasses and weeds
23	Treated	Torpedograss		11/6	Treated Littorals for Torpedograss
24					
25A	Treated	Torpedograss		11/6	Treated Littorals for Torpedograss



## Lake Treatment Report Treatment Dates Oct-Nov 2025

	Work			Treatment	
Lake #	Preformed	Target	Target	Date	Notes/Comments
25B	Treated	Grasses/Weeds		10/7	Treated shoreline grasses and weeds
				10/7 and	
65E	Treated	Water Lettuce		11/18	Treated floating Water Lettuce
				10/7,10/21	
65F	Treated	Grasses/Weeds	Tape Grass	and 11/18	Crew treated lake littorals for grasses and weeds
				11/11 and	
65G	Treated	Illinois Pondweed		11/18	Treated lake for submersed weeds
				10/7 and	
84A	Treated	Chara/Algae		10/21	Treated lake for Chara/Algae
				10/7 and	
84B	Treated	Chara/Algae		10/21	Treated lake for Chara/Algae
85A	Treated	Torpedograss	Algae	10/22	Treated Littorals for Torpedograss
85B	Treated	Torpedograss		10/22	Treated Littorals for Torpedograss
85C	Treated	Torpedograss		10/22	Treated Littorals for Torpedograss
85D	Treated	Grasses/Weeds		10/22	Treated shoreline grasses and weeds
	_				
88	Treated	Grasses/Weeds		10/7	Treated shoreline grasses and weeds
89	Treated	Torpedograss		10/21	Treated Littorals for Torpedograss
		_		10/7 and	
90	Treated	Torpedograss	Vines	10/25	Crew treated lake littorals for grasses and weeds



# Lake Treatment Report Treatment Dates Oct-Nov 2025

Lake inspection was done on Nov 18th

Lake 65E was recently treated for Water Lettuce we anticipate more will float in we will monitor and treat as needed Lake 65G was recently treated Illinois Pondweed

With water levels starting to go down we are seeing a little shoreline Char/Algae we are actively treating those areas



Lake Treatment Report
Treatment Dates Oct-Nov 2025



Lake 1

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 

Routine maintenance



Lake 2

**Notes/Comments** 

Minimal

Torpedograss

**Action Needed** 

Recently treated

Lake 3

**Notes/Comments** 

Minimal

Torpedograss

**Action Needed** 

Monitor and treat as needed





Lake Treatment Report
Treatment Dates Oct-Nov 2025



Lake

Notes/Comments Minimal Torpedograss

**Action Needed**Recently treated



Lake 5

**Notes/Comments**No problem noted during my inspection

**Action Needed**Routine maintenance



Lake 6

**Notes/Comments**No problem noted during my inspection

**Action Needed**Routine maintenance



Lake Treatment Report
Treatment Dates Oct-Nov 2025



Lake 7A

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 

Routine maintenance



Lake 7B

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 

Routine maintenance

Lake 7C

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 





Lake Treatment Report
Treatment Dates Oct-Nov 2025



Lake 7D

**Notes/Comments** 

Moderate

Torpedograss

**Action Needed** 

Will be treated on the next scheduled service



Lake 8

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 

Routine maintenance

Lake 9

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 





Lake Treatment Report
Treatment Dates Oct-Nov 2025



Lake 23

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 

Routine maintenance



Lake 25A

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 

Routine maintenance



Lake 25B

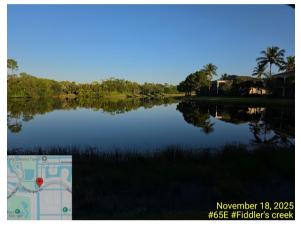
**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 



Lake Treatment Report
Treatment Dates Oct-Nov 2025



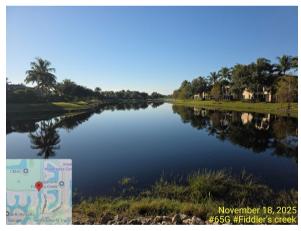
Lake 65E

Notes/Comments Moderate

Water Lettuce

**Action Needed** 

Monitor and treat as needed



Lake 65G

**Notes/Comments** 

Minimal

Illinois Pondweed

**Action Needed** 

Monitor and treat as needed

84A



**Notes/Comments** 

No problem noted during my inspection

Action Needed





Lake Treatment Report
Treatment Dates Oct-Nov 2025



Lake 84B

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 

Routine maintenance



Lake 85A

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 

Routine maintenance



Lake 85B

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 



Lake Treatment Report
Treatment Dates Oct-Nov 2025



Lake 85C

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 

Routine maintenance



Lake 85D

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 

Routine maintenance

Lake 85D

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 





Lake Treatment Report
Treatment Dates Oct-Nov 2025



Lake 88

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 

Routine maintenance

Lake 89

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 

Routine maintenance

Lake 90

**Notes/Comments** 

No problem noted during my inspection

**Action Needed** 





# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

4-4

# CDD 2

**NOVEMBER 2025** 

PRESENTED BY: RYAN HENNESSEY



# CDD 2 FOUNDATION CONTRACTED RESPONSIBILITIES

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



# TREE CANOPY TRIMMING

- Juniper finished trimming the palms off Oyster Harbor Boulevard
- Continuing to trim the sabals and royals along Fiddlers Creek Parkway, starting from Collier Blvd.
- Also trimming areas they missed that were brought to their attention.

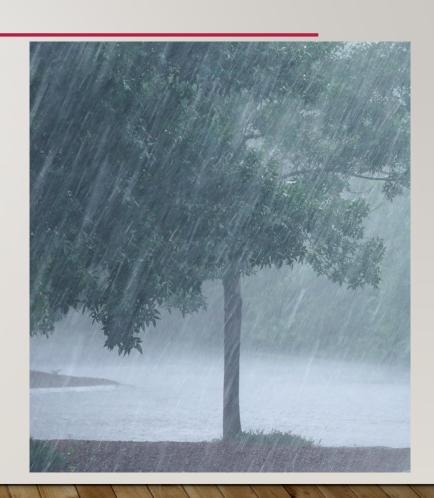
# RAINFALL DATA NOVEMBER

# **2025**

- Aviamar –0.10"
- Veneta 0.15"
- Championship 0.10"
- Main 0.75"
- Club 0.25"
- Golf 0.15"
- Community Average- 0.24"

# **2024**

- Aviamar 0.60"
- Veneta 0.65"
- Championship 0.50"
- Main 0.60"
- Club 0.55"
- Golf 0.50"
- Community Average- 0.57"



# YEARLY RAINFALL TOTALS FOR FIDDLER'S CREEK

FC Rainfall Totals 2025			
Jan	0.23		
Feb	0.73		
Mar	0.28		
Apr	0.28		
May	2.54		
June	16.88		
July	7.37		
Aug	9.41		
Sept	13.07		
Oct	3.02		
Nov	0.24		
Dec			
TOTAL	54.05"		

FC Rainfall Totals 2024			
Jan	1.86		
Feb	3.98		
Mar	4.43		
Apr	0.08		
May	1.45		
June	18.64		
July	15.81		
Aug	15.06		
Sept	5.27		
Oct	8.59		
Nov	0.57		
Dec	3.19		
TOTAL	<mark>78.93"</mark>		

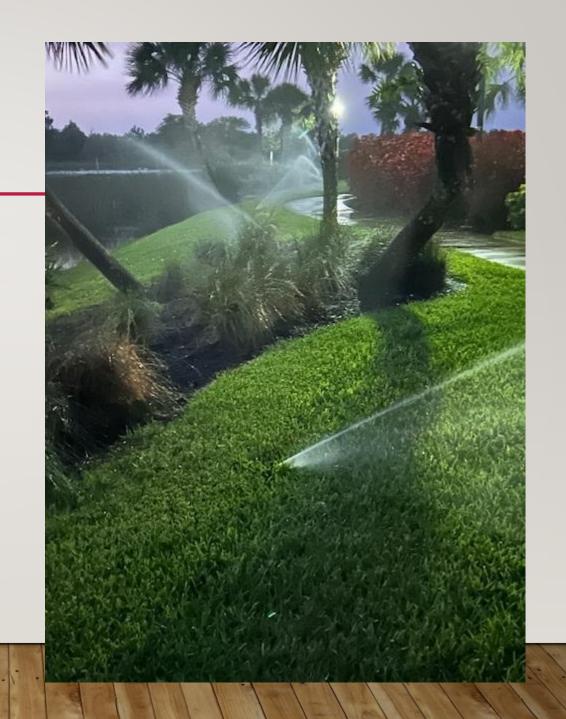


# IRRIGATION PROJECTED USAGE

- 19 Programmed Village Satellites
  - Monday, Wednesday & Saturday
  - 9:00 pm 8:00 am
  - 13 Possible Run Cycles / 0 rain holds
- I I Programmed Common Satellites
  - Tuesday, Thursday & Sunday
  - 13 Possible Run Cycles / 0 rain holds
- Estimated November Water Usage
  - Villages: 9,917,947 Gallons
  - Common: 5,797,623 Gallons

#### \*November Average Runtime Percentage was from <u>75-80%</u>

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



# PUMP STATION USAGE IN FIDDLER'S CREEK

- Total Water Usage in November 2024 was 62,618,383 gallons.
- Total Water Usage in November 2025 was 65,204,890 gallons.

2025 PUMP USAGE						
MONTH	Station #1	Station #2	Station #3	Station #4	Total Gal	
January	2,153,000	19,102,800	14,504,810	12,438,435	96,398,090	
Feburary	4,206,000	20,863,800	15,132,467	13,379,147	53,581,414	
March	6,718,000	26,462,300	1	29,016,464	62,196,764	
April	9,243,000	30,017,200	ı	32,434,343	71,694,543	
May	12,718,000	28,796,800	6,232,515	24,769,580	72,516,895	
June	1,164,000	14,060,500	10,317,555	13,141,155	38,683,210	
July	177,000	20,915,900	13,677,720	11,182,230	45,952,850	
August	147,000	18,876,000	11,104,910	13,673,750	43,801,660	
September	68,000	14,564,800	12,513,860	12,548,750	39,695,410	
October	159,000	24,661,200	15,721,580	12,526,560	53,068,340	
November	151,000	31,336,800	17,352,890	16,364,200	65,204,890	
December					-	
					642,794,066	

# **LAKE #88 MEASUREMENTS**

On 12/1/2025 at 5:42am, the measurement of lake #88 was at 2.05'.

DATE	MEASURE / FT	TIME
10/23/2025	2.9'	11:29am
10/31/2025	2.55'	7:26am
11/11/2025	2.3'	7:06am
11/19/2025	2.2	6:43am
11/26/2025	2.05	7:01am
12/1/2025	2.05	5:42am

Based on the information above, our firm recommends the following:

- When a reading of 1.00' NGVD is observed, this should be treated as a "Warning" reading – the lake level readings should be tracked on a weekly basis to determine the rate of drop in the water levels.
- When a reading of 0.50' NGVD is observed, this should be treated as an "Emergency" water level – at this point the CDD should once again consider the use December 1, 2025 5:42 AM of County potable water to stabilize water levels.



# **IRRIGATION REPORT**

The Irrigation Manager found these problems in the month of November:



## I-15 Varenna Laguna

11/11/25- Communication failure. Cleaned all radio and modem connections. Reset unit and was able to remotely download data.

## I-17 Veneta Entrance -

11/3/25- Communication failure due to power outage. Reset radio and remotely downloaded data.

11/13/25- Communication failure due to a bad modem. Replaced modem and sent invoice to CDD #2 for \$287.20.

## I-27 FCP North -

I I/I 2/25- Communication failure. Cleaned all radio and modem connections. Reset unit and was able to remotely download data.

# PRESSURE WASHING

# **Completed:**

- Museo Circle area
- Club & Spa renovation area
- Sales & Corporate area
- All three Gatehouses

# **Presently Working:**

Aviamar sidewalks







Questions?

# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

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# Safety Department Update- November 2025

DIRECTOR OF SECURITY & COMMUNITY SERVICES— Ryan Hennessey

SAFETY MANAGER – Richard Renaud

ENVIRONMENTAL, HEALTH & SAFETY MANAGER-Marie Puckett



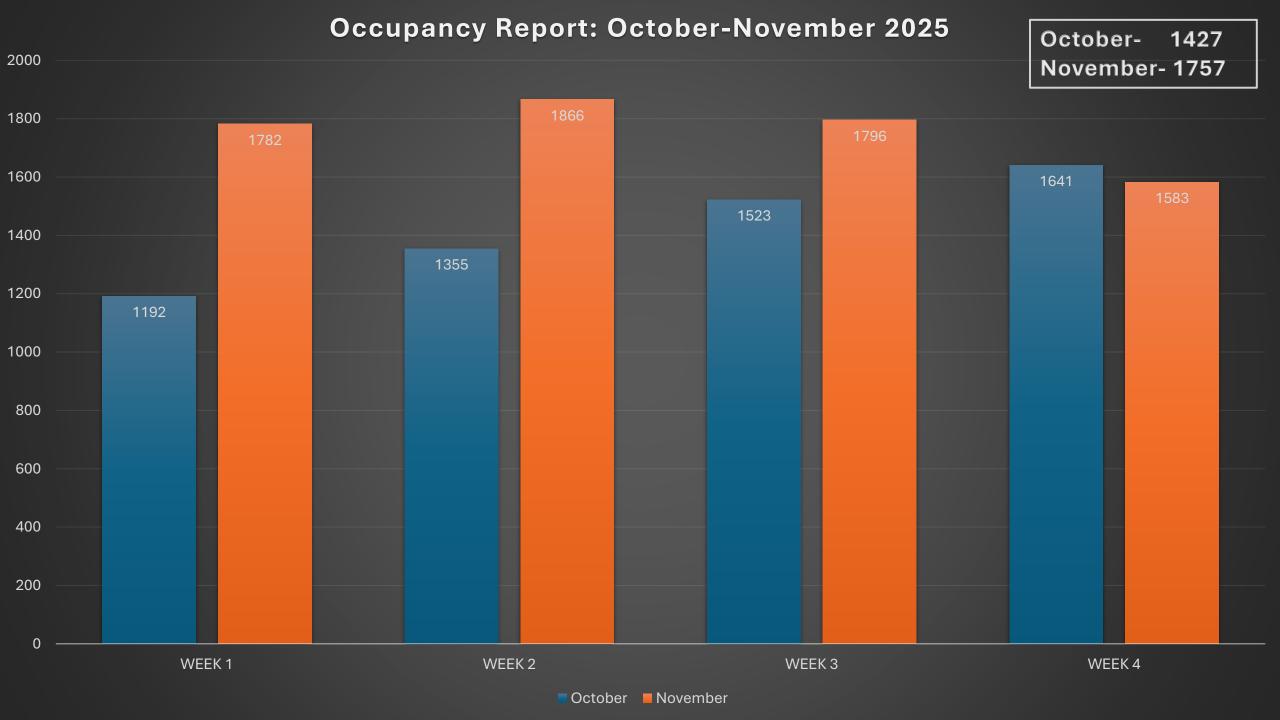


# Gate Access Control

- Enter your guest information on the member's website
- Use the Fiddler's Creek mobile app to register guests
- Call the automated gate house at 239-529-4139
- IF YOU EXPERIENCE DIFFICULTY WITH ANY OF THESE, PLEASE SEND THE INFORMATION TO <u>safety@fiddlerscreek.com</u>, ALWAYS INCLUDE YOUR NAME AND ADDRESS.
  - Community Patrol 239-231-9878

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

THEN CALL COMMUNITY PATROL TO INFORM THEM OF THE INCIDENT

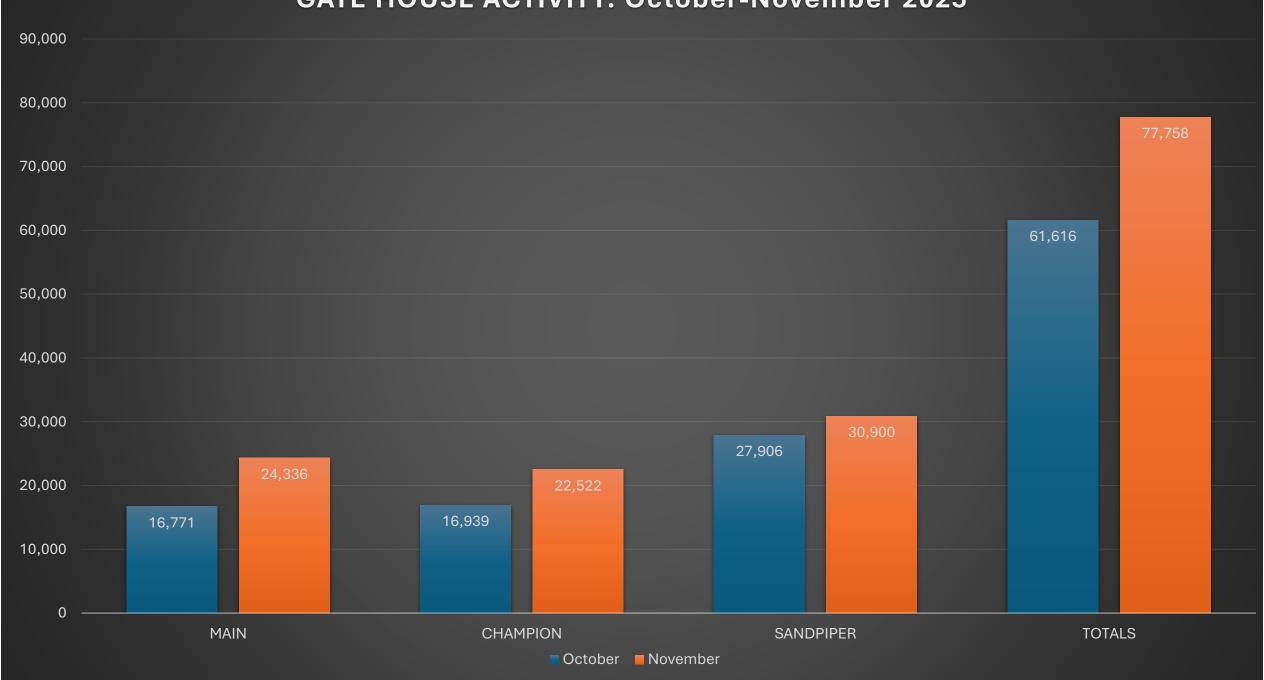


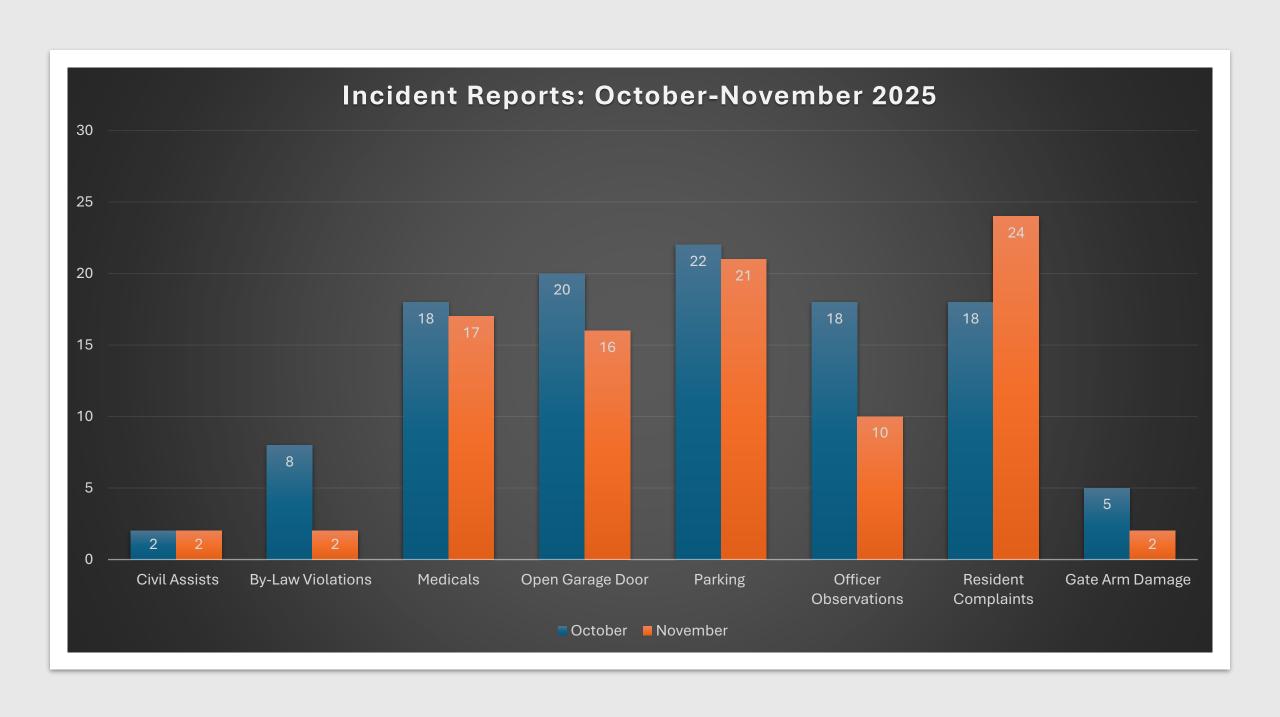
## GATEHOUSES and PATROLS

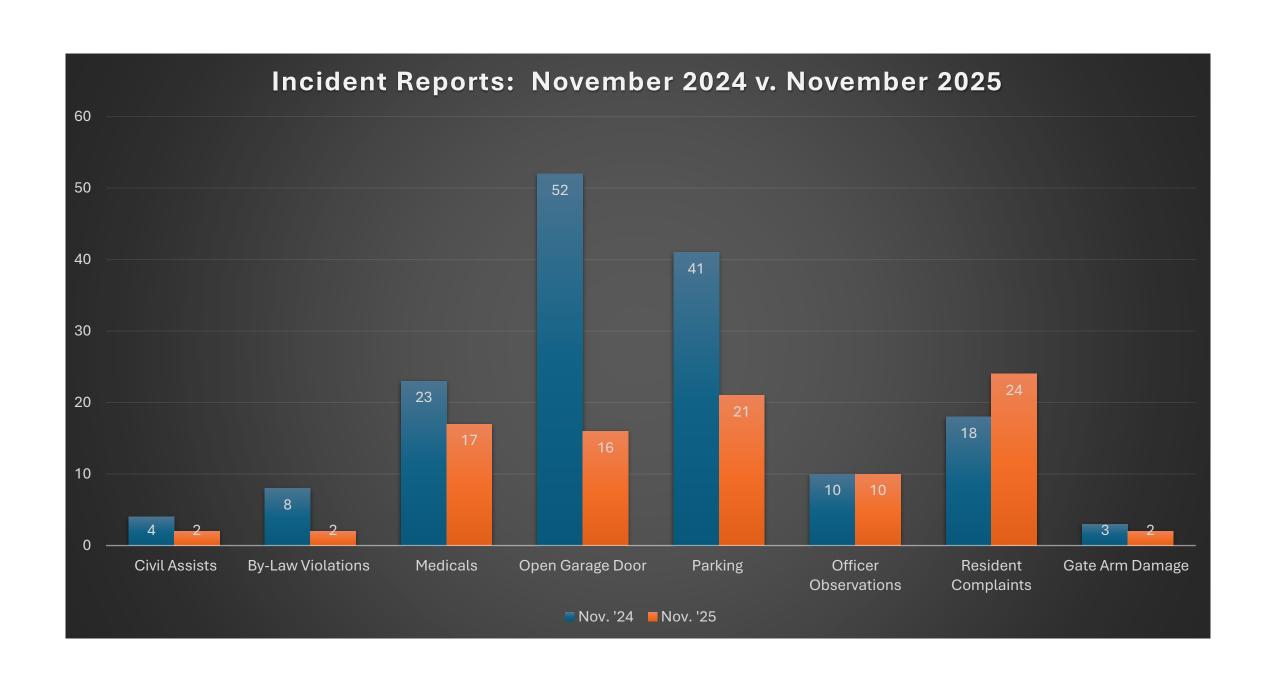
- Sandpiper, Championship, Main (24/7)
- 2 Patrols per shift (24/7)



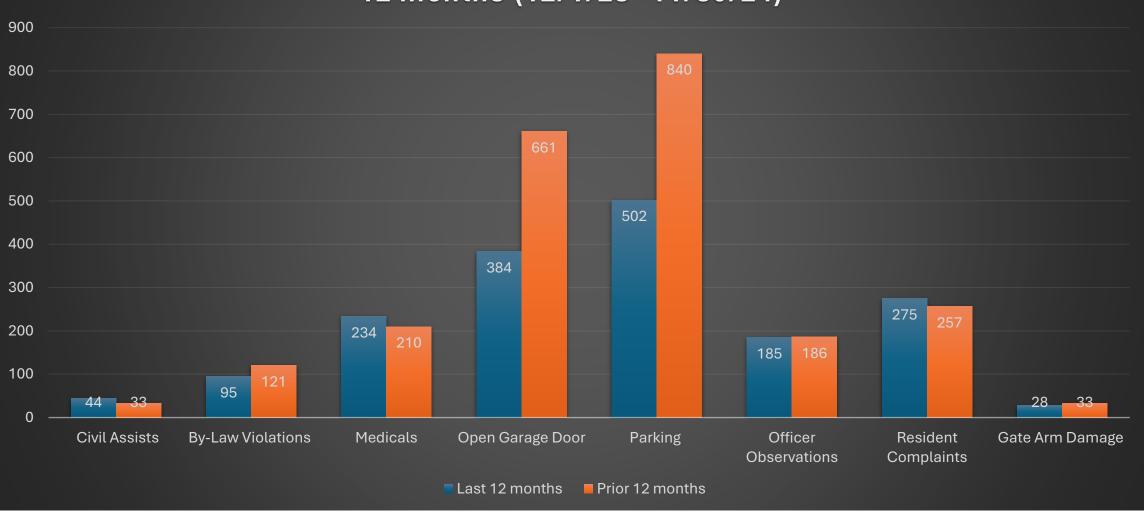
### **GATE HOUSE ACTIVITY: October-November 2025**







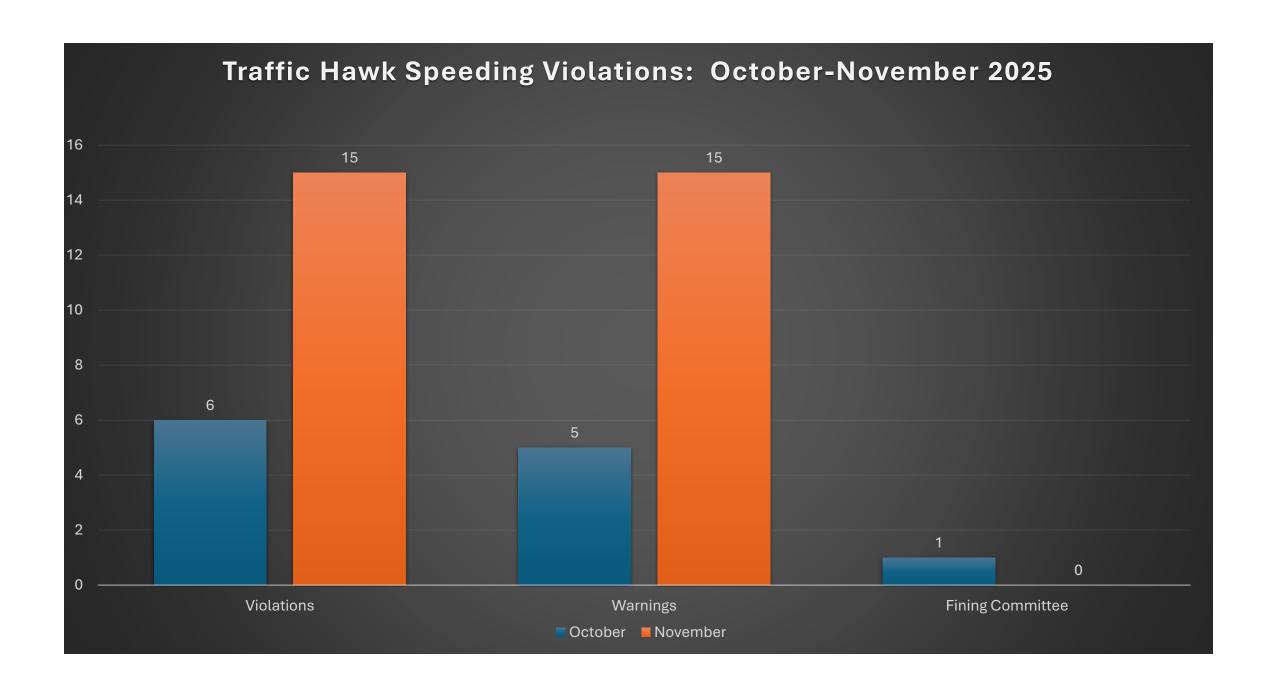


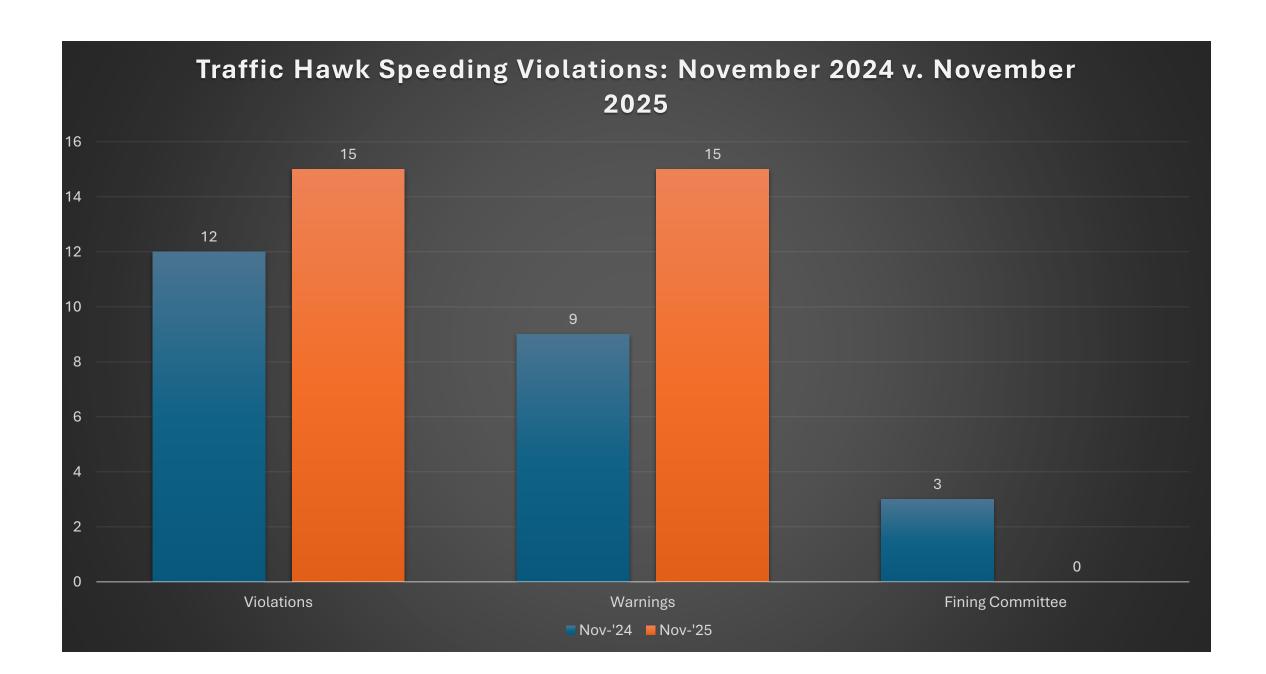


# SPEED DETECTION and ENFORCEMENT

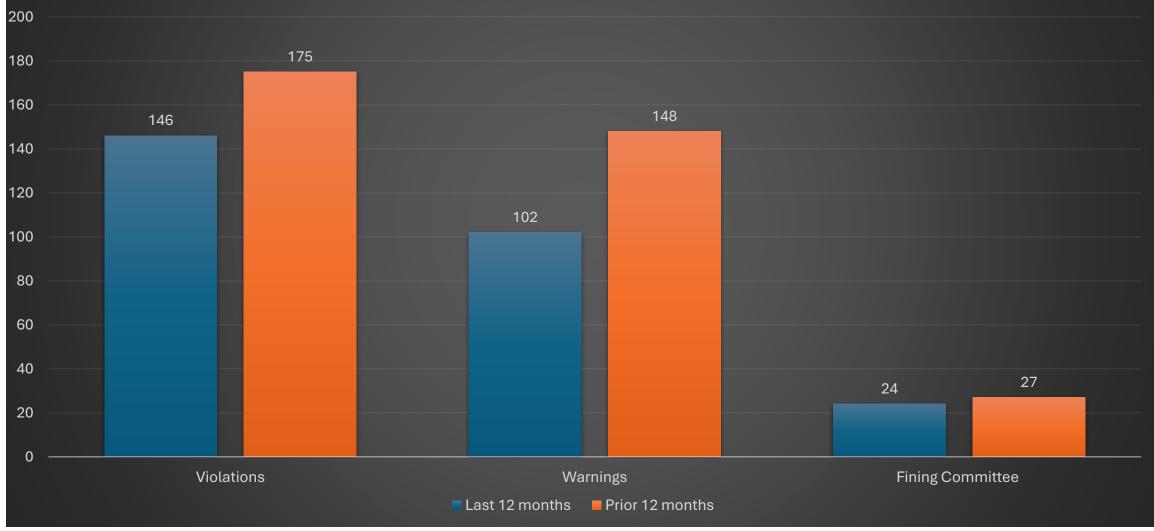
- Portable speed detection device-Traffic Hawk
- Deployed throughout Fiddler's Creek in problem areas
- Fixed device located on Cherry Oaks Trail











### Fiddler's Creek CCSO Statistics

November 2025



Type of call (most common)	November	Last 6 months	Last 12 months
Extra Patrol	54	362	653
Medical Call	17	104	232
Alarm	10	51	113
Traffic Stop	12	26	26
911 Hangup	7	44	95
Traffic Crash	3	8	19

### **QUESTIONS?**

• Thank you



### FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 Performance Measures/Standards & Annual Reporting Form October 1, 2024 – September 30, 2025

### 1. COMMUNITY COMMUNICATION AND ENGAGEMENT

### **Goal 1.1** Public Meetings Compliance

**Objective:** Hold at least two (2) <u>regular</u> Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes ⊠ No □

### **Goal 1.2** Notice of Meetings Compliance

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ⊠ No □

### **Goal 1.3** Access to Records Compliance

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes ⊠ No □

### 2. <u>INFRASTRUCTURE AND FACILITIES MAINTENANCE</u>

### Goal 2.1 District Infrastructure and Facilities Inspections

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ⊠ No □

### 3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

### Goal 3.1 Annual Budget Preparation

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ⊠ No □

### Goal 3.2 Financial Reports

**Objective:** Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

**Standard:** CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes ⊠ No □

### Goal 3.3 Annual Financial Audit

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes ⊠ No □

District Manager	Chair/Vice Chair, Board of Supervisors
Print Name	ELLIOT MILLER Print Name
<b>7 · z4 · 24</b> Date	7/24/24 Date

**5B** 

### FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 Performance Measures/Standards & Annual Reporting Form October 1, 2025 – September 30, 2026

### 1. COMMUNITY COMMUNICATION AND ENGAGEMENT

### **Goal 1.1** Public Meetings Compliance

**Objective:** Hold at least two (2) <u>regular</u> Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes □ No □

### **Goal 1.2** Notice of Meetings Compliance

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes □ No □

### **Goal 1.3** Access to Records Compliance

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes □ No □

### 2. <u>INFRASTRUCTURE AND FACILITIES MAINTENANCE</u>

### Goal 2.1 District Infrastructure and Facilities Inspections

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes □ No □

### 3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

### Goal 3.1 Annual Budget Preparation

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes □ No □

### **Goal 3.2** Financial Reports

**Objective:** Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

**Standard:** CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes □ No □

### Goal 3.3 Annual Financial Audit

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes □ No □

District Manager	Chair/Vice Chair, Board of Supervisors
Print Name	Print Name
Date	 Date



### memo

To: Fiddler's Creek CDD #1 and CDD #2

John C. Baker, P.E. From:

CC:

Date: 11/11/2025

Re: Ongoing Irrigation Items

Comments: During the October 22<sup>nd</sup>, 2025 meeting for Fiddler's Creek CDD #1, Bowman Consulting was asked to provide additional information to better understand the meaning of the elevation readings taken from the staff gauge installed by Bowman surveyors in the month of September. The staff gauge is set to show the current water elevation in National Geodetic Vertical Datum of 1929 (NGVD). In this same datum, for reference, the control elevation of the lake is 3.50' and the intake for the irrigation pump houses is -1.00'. In May 2025, when the water surface elevation descended to 0.5' NGVD, Fiddler's Creek utilized emergency County potable water until the summer rains started due to concerns of the intake pumps vortexing and shutting off due to low water.

Based on the information above, our firm recommends the following:

- When a reading of 1.00' NGVD is observed, this should be treated as a "Warning" reading - the lake level readings should be tracked on a weekly basis to determine the rate of drop in the water levels.
- When a reading of 0.50' NGVD is observed, this should be treated as an "Emergency" water level – at this point the CDD should once again consider the use of County potable water to stabilize water levels.

Presently, water level readings indicate the lake is at elevation 2.50' NGVD. This is lower than normal for this time of the year due to less rain during the month of October. As a result, we recommend cutting back irrigation to 2 days a week (from 3 days a week) for as long as the cooler weather persists, with a goal to conserve water before the dry season has concluded. When the weather warms back up, we recommend going back to 3 days/week of watering. Notably, going forward, it should be recognized that Fiddler's Creek averages roughly 50" of rainwater per year and if we appear on track to undershoot that amount or there are a few drier than normal months, the months of October-January are our best shot to conserve water on a yearly basis. The emergency lake levels in 2025 occurred after receiving only 1.5" of rainfall from January through mid-May with no reductions in watering.

To properly address irrigation action items going forward, we recommend forming a team to be included on all coordination for the irrigation system. This team would include the irrigation consultant and engineer hired by The Foundation, Water Science Associates (the historical Fiddler's Creek water use consultant), CDD 1 & 2 District Engineer, CDD 1 & 2 Landscape Maintenance Contractor, the Foundation rep and Jody Benet (Irrigation Manager).

We recommend setting up a virtual meeting to initially discuss water conservation measures and pertinent issues regarding the irrigation system.



### **Gulfscapes Landscape Management Services**

PO Box 366757 Bonita Springs, FL 34135 2399137179

### Proposal

**ADDRESS** 

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

Fiddler's Creek CDD II Fiddler's Creek CDD II c/o Wrathell, Hunt, Hart & Associates 9220 Bonita Beach Rd., #214 Bonita Springs, FL 34135 PROPOSAL # 5149
DATE 10/14/2025

### Wall Bordering Museo Circle

SUBTOTAL	9,640.00
TAX	0.00
	0.00
**************************************	340.00

Accepted By Accepted Date

This Instrument prepared by:

Name:

Mark F. Grant, Esq.

Address:

Greenspoon Marder LLP

200 E. Broward Blvd., Suite 1800 Fort Lauderdale, FL 33301

Parcel Identification No.: 60696000027

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

### SPECIAL WARRANTY DEED

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2025, by **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation (hereinafter called the "Grantor"), whose address 28100 Bonita Grande Drive, Suite 102, Bonita Springs, Florida 34135, and **FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**, a community development district organized pursuant to Chapter 190, Florida Statutes (hereinafter called the "Grantee").

### WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, all that certain parcel of land lying and being in the County of Collier, State of Florida, as more particularly described in Exhibit A annexed hereto and by this reference made a part hereof (the "Property").

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining and together with all rights and easements of record.

SUBJECT TO matters of record, without reimposing same.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

And the Grantor does hereby covenant with the Grantee that the Grantor has good right and lawful authority to sell and convey the Property; and the Grantor does hereby fully warrant the title to the Property subject to the matters referred to above and will defend the same against the lawful claims of all persons claiming by, through and under the Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first above written.

	GRANTOR:
	TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation
Print Name: Address: 28100 Bonita Grande Drive, Suite 102 Bonita Springs, Florida 34135	By:  FELIPE GONZALEZ, Vice President of Land
Print Name:  28100 Bonita Grande Drive, Suite 102 Bonita Springs, Florida 34135	_
STATE OF FLORIDA ) ) SS COUNTY OF LEE )	
aforesaid and in the County aforesaid to ta acknowledged before me by means of [x] ph	ay, before me, an officer duly authorized in the State like acknowledgments, the foregoing instrument was aysical presence or [] online notarization by FELIPE of TAYLOR MORRISON OF FLORIDA, INC., are to me.
WITNESS my hand and official seal of, 2025.	in the County and State last aforesaid this day
	Notary Public, State of Florida at Large
My Commission Expires:	Typed, Printed or Stamped Name of Notary Public

### **EXHIBIT A**

TRACT OS-1 OF MUSSORIE VILLAGE AT FIDDLER'S CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 56, PAGE 51, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

9B

### **OWNER'S AFFIDAVIT**

BEFORE ME, the undersigned authority, personally appeared **FELIPE GONZALEZ** ("**Affiant**"), on behalf of **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation ("**Seller**"), who being by me first duly sworn, deposes and says that:

- 1. Affiant is the Vice President of Land of Seller, is authorized to make this affidavit on behalf of Seller and does make this affidavit on behalf of Seller and not individually.
  - 2. Seller is the owner of the following described property (the "Property"):

TRACT OS-1 OF MUSSORIE VILLAGE AT FIDDLER'S CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 56, PAGE 51, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

- 3. There is no outstanding contract for the sale of the property from Seller to any person or persons whomsoever, or any unrecorded deed, mortgage or other conveyances affecting the title to the property.
- 4. There are no liens, encumbrances, mortgages, claims, boundary line or other disputes, demands or security interests in, on or against the Property or any goods, furnishings, appliances, fixtures or equipment now installed in or which are to be affixed to the Property (except for those items described in First American Title Insurance Company Title Report for File No. 2140-2602742 [the "Title Commitment"]); that there are no unpaid taxes, levies, assessments, paving liens, or utility liens against the Property.
- 5. There have been no improvements made upon the Property within the past ninety (90) days by Seller for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens might be claimed by anyone.
- 6. There are no matters pending against Seller which could give rise to a lien that would attach to the Property during the period of time between the effective date of the title insurance commitment and the time of recording of the instruments evidencing the fee simple or other interests in the Property to Fiddler's Creek Community Development District #2; and that the Seller has not executed and will not execute any instrument that would adversely affect the title to the Property from the date of this Affidavit forward.
- 7. There are no judgments, claims, disputes, demands or other matters pending against Seller that could attach to the Property.
- 8. Seller is in actual possession of the Property and no other person has any right to possession of the Property, or asserts any claim of title or other interests in it.
- 9. Seller represents there are no violations of governmental laws, regulations or ordinances pertaining to the use of the Property.

DATED the day of	, 2025.	
	FELIPE GONZALEZ	
The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization this day of, 2025, by FELIPE GONZALEZ, who is personally known to me, and who did take an oath.		
	NOTARY PUBLIC	
(Notarial Seal)	Print Name: My Commission Expires:	

9BI



## Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company

Issuing Office: 1555 Palm Beach Lakes Blvd., Ste 1430, West Palm Beach, FL 33401

Issuing Office's ALTA® Registry ID: Commitment Number: 2602742-1 Issuing Office File Number: 2602742-1 Property Address: XXX Vacant, , FL

**Revision Number:** 

## **SCHEDULE A**

- 1. Commitment Date: August 26, 2025 at 8:00 a.m.
- 2. Policy to be issued:
  - a. 2021 ALTA Policy form(s)

Proposed Insured: Fiddler's Creek Community Development District #2

Proposed Amount of Insurance: \$1,000.00

The estate or interest to be insured: See Item 3 below

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

- 4. The Title is, at the Commitment Date, vested in:
  - Taylor Morrison of Florida, Inc., a Florida corporation
- 5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

## **First American Title Insurance Company**

By:

**Authorized Signatory** 

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## **SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Pay all taxes and/or assessments, levied and assessed against the Land, that are due and payable.
- 5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - (a) Warranty Deed conveying the land from Taylor Morrison of Florida, Inc., a Florida corporation, to Fiddler's Creek Community Development District #2. In connection with said deed, we will further require:
    - Certified copy of a Board of Directors resolution setting forth the terms, conditions and consideration for which the corporation is authorized to convey its property. The resolution must further identify the officers authorized to execute the deed and other closing documents on behalf of the corporation;
    - 2) Certified incumbency certificate showing the identity of the officers authorized to execute the conveyance on behalf of the corporation, together with examples of their signatures;
    - 3) The corporation must have been formed as of December 23, 2013, the date the corporation acquired title to the land;
    - 4) Certificate from the Secretary of State of said corporation's current good standing;
    - 5) If the property constitutes all or substantially all of the corporation's assets and the sale is not in the usual and regular course of the corporation's business, the Company shall further require shareholder approval for the transaction obtained in compliance with the procedure set out in §607.1202, F.S.; and
    - 6) The Company reserves the right to make such further requirements as it deems necessary after reviewing any of the documentation required above.

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or

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other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

NOTE: The name or names of the proposed insured(s) and/or the amount of requested insurance under the Owner's/Loan Policy to be issued must be furnished and this Commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.

- 6. Proof of payment of any and all Mussorie Village at Fiddler's Creek Association, Inc. liens and/or assessments against the land described in Schedule A (including, but not limited to, any special assessments or payments due to others such as master associations).
- 7. Proof of payment of any and all Fiddler's Creek Foundation, Inc. Association liens and/or assessments against the land described in Schedule A (including, but not limited to, any special assessments or payments due to others such as master associations).
- 8. The following exceptions from coverage, to-wit:
  - a. Any rights, interests or claims of parties in possession of the land not shown by the public records.
  - b. Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
  - c. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
  - d. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy will appear on the policy(ies) to be issued in conjunction herewith, to the insured(s), unless the Company is provided an affidavit, acceptable to the Company, executed by Owner(s) sufficient to delete said exceptions from such policy(ies).

Said affidavit shall include, but not be limited to, certification (1) that Owner(s) is/are in exclusive possession of the insured land and that no improvements or structures encroach onto the land from neighboring land, nor do any improvements or structures of the Owner(s) encroach onto neighboring land, nor does any party other than the Owner(s) have any claim to possession of the insured land; (2) that there has been no labor, material or services provided for or improvements upon the insured land within the previous 90 days, which have not been paid for, and that there are no outstanding contracts, either oral or written, for the furnishing of an such labor, material or services; (3) that there are no mortgages, judgments, tax liens or other liens against the Owner, or any of the them, and/or the insured land other than as disclosed by this commitment; (4) that there are no outstanding or pending claims or law suits against the Owner(s), or any of them, that may constitute the basis for a lien against the insured land; (5) that other than as disclosed by this commitment there are no matters which constitute defects in Owner(s) title to the insured land; (6) that there are no matters existing, at the time of delivery of the deed and/or mortgage contemplated herein, which would adversely affect the ability of the Owner(s) to mortgage or convey the insured land; (7) that

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the Owner(s), and each of them, has never been adjudicated incompetent; and (8) that the Owner(s), and each of them, has never been a party to a bankruptcy filing, nor does the Owner(s), or any of them, contemplate or anticipate any such filing.

In addition to the affidavit referenced above, in order to delete the exception from coverage for "Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.", the Company must be supplied with a survey acceptable to the Company or such other proof as may be acceptable to the Company relating to any rights, interests or claims affecting the land which a correct survey would disclose.

If the above referenced affidavit or survey, in the form(s) acceptable to the Company, are not supplied to the Company, the exceptions set out above will appear in the policy(ies) to be issued in conjunction herewith, to the insured(s).

The Company reserves the right to include exceptions from coverage relating to matters disclosed by the affidavit and/or survey or other proof, and to make such additional requirements and/or modify the legal description (shown in Schedule A, hereof), as it may deem necessary.

9. Proof of payment of taxes and assessments for the year 2024, and prior years, plus any penalties and interest.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2024 taxes show **NO TAX DUE**. The gross amount is \$0.93 for Tax Identification No. 60696000027.

NOTE: Florida Statutes, Sections 692.201-692.205, "Conveyances to Foreign Entities" (the "Statute"), effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. Pursuant to such Statute, at the time of purchase of real property in Florida, each Buyer must provide an Affidavit that the proposed Insured is not a foreign principal from a foreign country of concern that is restricted from acquiring the Land set forth on Schedule A. In compliance with the statute, Florida Real Estate Commission adopted Rule 61J2-10.200, F.A.C., which established the approved forms for such Affidavits (one for natural persons and one for entities). These affidavits will be provided upon request. Any loss or damage incurred as a result of a violation of this Statute is excluded from coverage under the terms of a title insurance policy. Further, the Company will not knowingly close or insure a transaction that violates this Statute.

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## **SCHEDULE B, PART II—Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.
- 3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
- 4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.
- 5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.
- 6. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.
- 7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
- 8. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no

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unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

- 9. Matters shown on the Plat of Fiddler's Creek, Phase Four, Unit Three, recorded in Plat Book 46, Page 57.
- 10. Matters shown on the Plat of Mussorie Village at Fiddler's Creek, recorded in Plat Book 56, Page 51.
- 11. The terms, provisions, and conditions contained in that certain Notice of Establishment of Fiddler's Creek Community Development District #2, recorded in Book 3174, Page 3473 of Official Records.
- 12. The terms, provisions, and conditions contained in that certain Notice of Establishment on Certain Real Property within Collier County owned by DY Land Associates Ltd. of the "Fiddler's Creek #2 Community Development District" as detailed hereinafter, recorded in <a href="Book 3191">Book 3191</a>, Page 1020 of Official Records.
- 13. The terms, provisions, and conditions contained in that certain Final Judgment, recorded in <u>Book</u> 3222, Page 458 of Official Records.
- 14. Terms and conditions of the Agreement to Assign Reservations and Dedicate and/or Convey between 951 Land Holdings Ltd., a Florida Limited Partnership and GB Peninsula, Ltd., a Florida Limited Partnership and DY Land Associates, Ltd., a Florida Limited Partnership and Fiddler's Creek Community Development District #2 recorded in Book 3315, Page 2999 of Official Records.
- 15. Temporary easement granted to Fiddler's Creek Community Development District #2, a special purpose local government unit established pursuant to the provisions of Ch. 190, F.S, according to instrument recorded in <a href="Book 3323 page 875">Book 3323 page 875</a> of Official Records; as affected by Partial Termination of Grant of Temporary Construction and Access Easement recorded in <a href="Book 5686">Book 5686</a>, <a href="Page 2850">Page 2850</a> of Official Records.
- 16. The terms, provisions, and conditions contained in that certain Resolution No. 2010-168, recorded in Book 4610, Page 2307 of Official Records.

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- 17. Declaration of Covenants, Conditions and Restrictions recorded in <u>Book 4995, Page 2248</u> of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 18. Covenants, Conditions and Restrictions as set forth in Special Warranty Deed recorded on as <a href="Book 4995">Book 4995</a>, Page 2281, of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- Declaration of Covenants, Conditions, Restrictions and Easements, which contains provisions for a private charge or assessments, recorded in Book 5067, Page 55 of Official Records; as affected by First Amendment to Declaration of Village Covenants, Conditions, Restrictions and Easements for Mussorie Village at Fiddler's Creek, recorded in Book 5273, Page 660 of Official Records; as affected by Certificate of Amendment to Articles of incorporation of Mussorie Village at Fiddler's Creek Association, Inc., recorded in Book 5471, Page 2149 of Official Records; as affected by Certificate of Amendment recorded in Book 5812, Page 2346 of Official Records; as affected by Certificate of Amendment recorded in Book 5816, Page 1135 of Official Records; as affected by Bylaws Amendments Mussorie Village at Fiddler's Creek Association, Inc., recorded in Book 6340, Page 1798 of Official Records , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 20. The terms, provisions, and conditions contained in that certain Utility Facilities Warranty Deed and Bill of Sale, recorded in Book 5124, Page 838 of Official Records.
- 21. The terms, provisions, and conditions contained in that certain Ordinance 2017-16, recorded in Book 5557, Page 3230 of Official Records.
- 22. The terms, provisions, and conditions contained in that certain Ordinance No. 2019-32, recorded in Book 5687, Page 1474 of Official Records.
- 23. The terms, provisions, and conditions contained in that certain Resolution No. 2020-146, recorded in Book 5815, Page 1284 of Official Records.
- 24. The terms, provisions, and conditions contained in that certain Notice of Establishment of Fiddler's Creek Community Development District #2 (Notice of Amended Boundaries), recorded in <a href="Book 6162">Book 6162</a>, <a href="Page 76">Page 76</a> of Official Records.
- 25. Easement, granted from Fiddler's Creek Foundation, Inc., its successors and assigns to Comcast Cable Communications Management, LLC, its successors and assigns, recorded in <a href="Book 6271">Book 6271</a>, <a href="Page">Page</a> 3001 of Official Records.

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- 26. The terms, provisions, and conditions contained in that certain Resolution No. 2023-161, recorded in Book 6287, Page 2086 of Official Records.
- 27. The terms, provisions, and conditions contained in that certain Resolution No. 23-144, recorded in Book 6287, Page 2154 of Official Records.
- 28. The terms, provisions, and conditions contained in that certain Ordinance No. 2024-52, recorded in Book 6423, Page 3911 of Official Records.
- 29. Riparian rights are not guaranteed or insured. Title to no portion of the herein described land lying below ordinary high water mark is hereby insured.
- 30. Any map or diagram now or previously provided is for reference and informational purposes only. The Company and its agents expressly disclaim any liability for alleged loss or damage which may result from reliance upon such map(s) or diagram(s). The foregoing does not limit any express coverages provided by the terms and provisions of any title insurance policy for matters which might be revealed by a survey prepared and certified in accord with Florida Statutes Section 472.027.
- 31. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

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Note: All of the recording information contained herein refers to the Public Records of Collier County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

## **Notices - Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 (claims.nic@firstam.com).

## **Service, Quality and Availability**

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. PST Monday through Friday.

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First American Title Insurance Company 1555 Palm Beach Lakes Blvd. West Palm Beach, FL 33401 Phn - (561)469-5262 Fax - (866)857-7646

September 09, 2025

Re: File #2602742-1

Property Address: XXX Vacant, , FL

## **REISSUE CREDIT NOTICE**

Issued by

## First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

## REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

## SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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## **EXHIBIT A**

The Land referred to herein below is situated in the County of Collier, State of Florida, and is described as follows:

Tract OS-1 of MUSSORIE VILLAGE AT FIDDLER'S CREEK, according to the plat thereof as recorded in Plat Book 56, Pages 51 through 54, inclusive, of the Public Records of Collier County, Florida.

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## ALTA COMMITMENT FOR TITLE INSURANCE issued by FIRST AMERICAN TITLE INSURANCE COMPANY

## **NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## FIRST AMERICAN TITLE INSURANCE COMPANY

yler, President

Lisa W. Cornehl, Secretary

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## **COMMITMENT CONDITIONS**

## 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- **2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- **3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;

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- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

## 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## **6.** LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or

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- oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## **9.** CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

## **10.** ARBITRATION

The Policy contains an arbitration clause as follows:

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at <a href="https://www.alta.org/arbitration">www.alta.org/arbitration</a>. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at <a href="https://www.adr.org">www.adr.org</a>.
- b. If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by

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rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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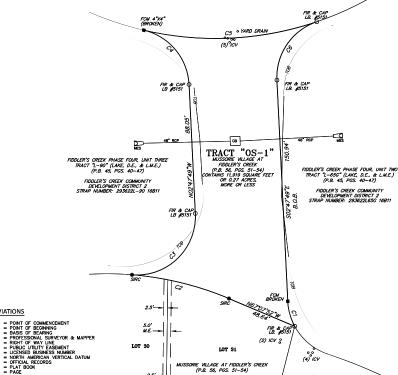
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## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

9BII

MENAGGIA, A CONDOMINIUM (O.R. 4180, PAGE 2767)



ABBREVIATIONS

PAGE
STATE PLANE
DEED
FOUND IRON ROD
FOUND IRON ROD & CAP L.B. 

6897
NO IDENTRICATION

NO IDÉNTRICATION
FOUND CONCRETE MONUMENT
SET PK NAIL AND DISK
FEET
SQUARE FEET
BENCHMARK
REINFORCED CONCRETE PIPE
INVERT
MITERED END INVERT
STRILCTI ENTERED

STRUCTURE

CATCH BASN
CONTROL STRUCTURE
ELEVATION
CONCRETE
UNKNOWN THES
UNKNOWN THES
WATER METER & BACK FLOW
PREVENTER
-MITTERD END SECTION
FRENDRORED CONCRETE PIPE
-IRRIGATION CONTROL VALVE
-PORMINGE LEGELENT
-MAINTENANCE EASEMENT
-MAINTENANCE EASEMENT
-MAINTENANCE EASEMENT
-MAINTENANCE EASEMENT

MES RCP ICV D.E. L.M.E. M.E.

FLOOD ZONE: PANEL NO.: MAP REVISION DATE

LOT 32

MUSSORIE VILLAGE AT FIDDLER'S CREEK (P.B. 56, PGS. 51-54)

CURVE TABLE								
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING			
CI	40.00	25'31'33"	17.82	17.67	S 15'33'36" E			
C2	215.00	1813'00"	68.36	68.07	N 7674'22" W			
C3	40.00	97'26'58"	68.03	60.12	N 45'55'39" E			
C4	40.00	74"04"02"	51.71	48.18	N 39 49 50" W			
C5	215.00	31"51"56"	119.57	118.04	N 8712'11" E			
CE	40.00	74714'02"	51.71	48.18	S 347412" W			

### SCHEDULE B-II EXCEPTIONS

9. MATTERS SHOWN ON THE PLAT OF FIDDLER'S CREEK, PHASE FOUR, UNIT THREE, RECORDED IN PLAT BOOK 46, PAGE 57

10. MATTERS SHOWN ON THE PLAT OF MUSSORIE VILLAGE AT FIDDLER'S CREEK, RECORDED IN PLAT BOOK 56, PAGE 51.

12. THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN NOTICE OF ESTABLISHMENT ON CERTAIN REAL PROPERTY WITHIN COLLIER COUNTY OWNED BY DY LAND ASSOCIATES LTD. OF THE TIDDLER'S CREEK AP COMMUNITY OWNED DEVELOPMENT DISTRICT' AS DETAILED HEREMAPIER, RECORDED IN BOOK 3191, PAGE 1020 OF OFFICIAL RECORDS.

13. THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN FINAL JUDGMENT, RECORDED IN BOOK 3222, PAGE 458 OF OFFICIAL RECORDS.

14. ERBIS AND CONDITIONS OF THE AGREDIUM TO ASSION RESERVATIONS AND DEDICATE AND/OR CONFEY RETRIEVED AS LADD NECLOUS CITY, A ROPING NUMBER PARKENSPIA AND GE PROVISSEA LITY, A FORMAL LIMITED PARKENSPIA AND D'LANG ASSOCIATES, LITY, A FLORIGA LIMITED PARKENSPIA AND FROMERS GREEK COMMUNITY DEVELOMENT DISTRICT JA RECORDED IN BOOK 3139, PAGE 2890 OF GIFTIGAL RECORDS.

IS. TEMPORARY EXCELENT GRANTED TO FINITERY GREEK COMMUNITY FEREL FORMENT INSTRUCT, AS SECOND, PURPOSE LOCAL COMMUNITY CONTROLLED PURPOSENT TO THE PROVINCION OF CAY, TOOL, AS ACCESSION TO METERMENT RECORDED IN BOOK 3323 PAGE 875 OF OFFICIAL RECORDED SA STEECEE BY PARIAL TERMANITOR OF GRANT OF TEMPORARY CONTROLLED AND ACCESSE SEASURAT RECORDED IN BOOK 3923 PAGE 875 OF OFFICIAL RECORDES.

16. THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN RESOLUTION NO. 2010–168, RECORDED IN BOOK 4610, PAGE 2307 OF OFFICIAL RECORDS.

12. DECLARATION OF COURLANTS, CONDITIONS AND RESTRICTIONS RECIRRED IN BOOM 4995, FARE 2248 OF OFFICIAL RECORDS, BUT DELETION ANY CORRENANT CONDITION ON RESTRICTION MONCHING A REPERFECK. LIBERTAIN ON OF DISCHBINATION BASED ON MACE, COLOR, RELIGION, SEX, HAMDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE REFUEL SUCH COMMANIS, COMMINIONS OR RESTRICTIONS MOLITE 42 US. 3604(C).

18. COLEMATS, CONDITIONS AND RESTRETAINS AS SET FORTH IN SPECIAL MARTHUT DEED RECORDED ON AS BOOK 4885, PARE 250, OF GETGIAL RECORDS BUT DELENG ANY COLEMANT, CONDITION OF RESTRETCION MORAL RISK A PREFERENCE, LIMITATION OF DISCREMENTATION BASED ON PACE, COLOR, RELIGION, SEX, MANDICAP, FAMULIAL STATUS OR NATIONAL GROWN TO THE EXTERN SUCH COMEMNIST, CONDITIONS OR RESTRETAINS WANTE 42 USC. SECOND.

THE DECLARATION OF COVENINTS, CONDITIONS, RESTRICTIONS AND EXEMENTS, WHICH CONTRINS PROVISIONS FOR A PRIVATE CHARGE OF ASSESSMENTS, RECORDED IN BOOK 5067, PAGE 55 OF OFFICIAL RECORDS, SA AFFECTED BY PRIST AMERICANDS AND ASSESSMENT OF MANUSCOME PROSTRICTION AND ASSESSMENT OF ASSESSMENT OF

20. THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN UTILITY FACILITIES WARRANTY DEED AND BILL OF SALE, RECORDED IN BOOK 5124, PAGE 838 OF OFFICIAL RECORDS.

21. THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN ORDINANCE 2017-16, RECORDED IN BOOK 5557, PAGE 3230 OF OFFICIAL RECORDS.

22. THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN ORDINANCE NO. 2019—32, RECORDED IN BOOK 5687. PAGE 1474 OF OFFICIAL RECORDS.

23. INTENTIONALLY DELETED

24. THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN NOTICE OF ESTABLISHMENT OF FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #2 (NOTICE OF AMENDED BOUNDARIES), RECORDED IN BOOK 6162, PAGE 76 OF OFFICIAL RECORDS.

25. EASEMENT, GRANTED FROM FIDDLER'S CREEK FOUNDATION, INC., ITS SUCCESSORS AND ASSIGNS TO COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, ITS SUCCESSORS AND ASSIGNS, RECORDED IN BOOK 6271, PAGE 3001 OF OFFICIAL RECORDS.

26. INTENTIONALLY DELETED.

27. THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN RESOLUTION NO. 23-144, RECORDED IN BOOK 6287, PAGE 2154 OF OFFICIAL RECORDS.

28. THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN ORDINANCE NO. 2024–52, RECORDED IN BOOK 6423, PAGE 3911 OF OFFICIAL RECORDS.

29. RIPARIAN RIGHTS ARE NOT GUARANTEED OR INSURED. TITLE TO NO PORTION OF THE HEREIN DESCRIBED LAND LYING BELOW ORDINARY HIGH WATER MARK IS HEREBY INSURED.

30. ANY MAP OR DIAGRAM NOW OR PREVIOUSLY PROVIDED IS FOR REFERENCE AND INFORMATIONAL PURPOSES ONLY. THE COMPANY AND ITS ACKITS EXPRESSLY DISCLAM ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT. THEN RELANCE UPON SUCH MAPPES OR DIAGRAMS, THE FOREGOING DES NOT LIMIT HAVE PRESS CORREGASS PROVIDED BY THE TERMS AND PROVISIONS OF ANY TILL INSTRANCE POLICY FOR MATTERS WHICH MIGHT BE REVEALED BY A SURVEY PREPARED AND CHRITTED IN ACCORD WHIT LIGHDS ATMITES SECTION 472027.

31. TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAMMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).

T. BEARINGS ARE BASED ON THE EASTERLY PROPERTY LINE OF TRACT "OS-1", MUSSORIE VILLAGE AT FIDDLER'S CREEK AS BEING S 024749" W AS SHOWN.

- 3. FIELD MEASUREMENTS ARE IN SUBSTANTIAL AGREEMENT WITH PLAT AND/OR DEED CALLS UNLESS NOTED.
- 4. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

5. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN TITLE BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 2802742-1 WITH AN EFFECTIVE DATE OF AUGUST 26, 2025 AT 8:00 A.M.

6. SURVEYORS CERTIFICATION DOES NOT APPLY TO MATTERS OF TITLE, ZONING, OR FREEDOM OF ENCUMBRANCES, AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

7. NO UNDERGROUND UTILITIES, FOUNDATIONS OR OTHER UNDERGROUND INSTALLATIONS WERE LOCATED UNLESS SHOWN

- 8. NO OTHER PERSONS OR ENTITIES, OTHER THAN SHOWN, MAY RELY ON THIS SURVEY.
- 9. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
- 10. LEGAL DESCRIPTION WAS FURNISHED BY CLIENT.

11. PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM OUR LOCAL PERMITTING, PLANNING, AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION.

### LEGAL DESCRIPTION

TRACT "OS-1" OF MUSSORIE VILLAGE AT FIDDLER'S CREEK, ACCORDING TO THE THEREOF AS RECORDED IN PLAT BOOK 56, PAGE(S) 51, OF THE PUBLIC RECORDS OF COLLIER COUNTY,

## SURVEYOR'S RESPONSE

9. AFFECTS SUBJECT PROPERTY. BLANKET IN NATURE.

10. AFFECTS SUBJECT PROPERTY. BLANKET IN NATURE.

11. AFFECTS SUBJECT PROPERTY. BLANKET IN NATURE.

12. AFFECTS SUBJECT PROPERTY. BLANKET IN NATURE.

14. AFFECTS SUBJECT PROPERTY. BLANKET IN NATURE.

15. AFFECTS SUBJECT PROPERTY. BLANKET IN NATURE. 16. AFFECTS SUBJECT PROPERTY. BLANKET IN NATURE.

17. AFFECTS SUBJECT PROPERTY. BLANKET IN NATURE.

18. AFFECTS SUBJECT PROPERTY. BLANKET IN NATURE.

19. AFFECTS SUBJECT PROPERTY. BLANKET IN NATURE.

21. AFFECTS SUBJECT PROPERTY. BLANKET IN NATURE.

22. AFFECTS SUBJECT PROPERTY. BLANKET IN NATURE.

24. AFFECTS SUBJECT PROPERTY. BLANKET IN NATURE. 25. AFFECTS SUBJECT PROPERTY. BLANKET IN NATURE.

27. AFFECTS SUBJECT PROPERTY. BLANKET IN NATURE.

28. AFFECTS SUBJECT PROPERTY. BLANKET IN NATURE.

30. NOT A SURVEY RELATED ITEM.

### MISCELLANEOUS NOTES:

1. THE LOCATIONS OF ALL UTILITIES SHOWN ON THE SURVEY ARE FROM VISIBLE SURFACE EVIDENCE.

2. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE SURFACE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING

3. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE SURFACE EVIDENCE OF STREET CONSTRUCTION OR REPAIRS.

4. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF FIELD DELINEATION OF WETLANDS.

5. PARCEL CONTAINS 11,919 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.

### SURVEYOR'S CERTIFICATION:

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 WOODWARD PIRES & LOMBARDO, P.A. FIRST AMERICAN TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NESS LAND TITLE SURVEYS, JOINTY ESTABLISHED AND ADDITED BY ALTA AND NSPS,

DATE OF PLAT OR MAP: SEPTEMBER 30, 2025 JOHN SCOTT RHODES, P.S.M. #5739



ALTA/NSPS I	AND	TITLE	SURVEY	PSM: JSR
				MAC/rwc checked: EFC
<b>△ Dyropy</b>	bk: 1225	pg:	date: SEPT. 30, 2025	view: 24x36
RHODES LAND SURVEYING INC		•	scale: 1" = 20' cogo #: 2014-54	project#: 2014-54
28100 BONITA G BONITA S (239) 405-8166			ITE 107	2019-967 TRACT 08- sheet #: 1 of 1

# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

12

# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2



Job: Fiddlers creek Oyster Harbor Fountain

Pump/Motor replacement

To: Fiddlers Creek Community Development District #2

Date: 11/25/2025 Quote 251125

## Quote Option 1

Replace Motor On middle row feature jets.

FR284JP

TEFC motor

25 HP

1775 Rpm

My supplier thinks he should have a shaft seal but I need to bring the old one in to try and match it up (scary because you cant buy this stuff anymore new)

This wont increase the heights of the jets, they are only as high as the old impeller will push the water.

- Note this is the pump in that vault that has been screaming loud ever since we started work here, I knew it was just a matter of time.
- Ive talked to two different suppliers I know, both of which told me they couldn't get a new impeller for the Goulds pump (these are old Goulds Marlow pumps that have been discontinued)
- This is a risk to get it running again as is, but would be the quickest. Has to be done when the fountain is empty because the old valves don't hold water anymore. (when I ran the camera in there they would not stop the water flow)

**Expected cost labore and materials** 

\$6,490.00



Job: Fiddlers creek Oyster Harbor Fountain

Pump/Motor replacement

To: Fiddlers Creek Community Development District #2

Date: 11/25/2025 Quote 251125

## **Option 2**

Qty. 1	\$18,900.00
Qty. 1	\$6,000.00
Qty.2	\$2,900.00
Qty. 4	\$840.00
Qty. 3	\$1,200.00
Qty. 20'	\$663.00
Qty. 8	\$640.00
	\$4,000.00
	\$10,000.00
	Qty. 1  Qty. 2  Qty. 4  Qty. 3  Qty. 20'

Cost of labor and materials

\$45,143.00



Job: Fiddlers creek Oyster Harbor Fountain

Pump/Motor replacement

To: Fiddlers Creek Community Development District #2

Date: 11/25/2025 Quote 251125

## **Adder option**

This would require new plumbing in the vault

Wilo American marsh pump	Qty. 1	\$17,000.00
6x6x10		
Includes		
Stainless Steel impeller		
Cataphoresis coating		
20Hp 3phase TEFC motor		
Iron horse VFD Drive 20Hp	Qty. 1	\$6,000.00
New GF noncorrosive Valves		
6"	Qty.2	\$2,500.00
6" flanges	Qty. 4	\$760.00
Flang S.S. bolt kits	Qty. 3	\$1,200.00
Pvc	-	
6" pipe	Qty. 20'	\$440.00
90's	Qty. 8	\$520.00
Labor		
Equipment plumbing		\$4,000.00
Pump instalation		\$10,000.00

## Cost of labor and materials

\$42,420.00

Option adder Discount to do both at the same time	
Both pump supplies and Installations	\$87,563.00
10% Savings	-\$8,763.00

## Total cast for both vault feature pumps

\$78,800.00

# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

13

## **Brendha Silva**

From: William Tomazin jr <wtomazinjr@gmail.com>
Sent: Saturday, November 29, 2025 11:31 AM

To: Chuck Adams; Cleo Adams
Cc: Anthony (Tony) Pires

**Subject:** District Internal Control Related Matters . . .

## Chuck,

I want to level set on my perspectives relative to the existing internal control matters that I believe exist with respect to the District Manager's internal control structure as it relates to the District Managers responsibilities outlined in Resolution 2020-09 that was adopted by the Board of Supervisors and the District Manager on April 22, 2020.

- I. I continue to believe that there were internal control deficiencies related to the year ended September 30, 2024, that should be acknowledged by the District Manager and Independent Auditor. After a number of discussions from July through October, I am left with my original questions regarding the specific controls over the preparation and review of the District's financial statements. I've asked for a memorandum from the District Manager, with concurrence by the independent auditor, that articulates all of the controls that existed over the closing of the books and preparation of financial statements and related disclosures and the conclusion that, despite the omission of disclosures that I had raised and the errors identified by Linda during her review and over the course of the year, there were no internal control deficiencies. That logic makes no sense to me under any internal control standards. I base this statement on my 40 years of experience in evaluating internal control deficiencies. Deficiencies did exist and should have been evaluated for severity. Such matters should have been disclosed in the management representation letter and considered for inclusion in the Internal Control Opinion and Management Letter issued by the independent auditors.
- II. Notwithstanding my thoughts above, I/we cannot compel the auditor to modify its' opinions. That said, the Board needs to accept the two remaining auditor reports to bring closure to the FY 2024 financial statement and internal control audits. I recommend that you put the acceptance of the two remaining auditor reports on the agenda for the next meeting. I will vote to accept such opinions as currently issued, subject to the completion of an in-depth review of the District Manager's controls that have been established in resolution 2020-09.

- III. Pursuant to Section 7, Monitoring Activities, of Exhibit A to Resolution 2020-09, the District Manager shall internally review the District's Internal Controls at least once per year. This review shall include:
  - a. A review of its' operational processes,
  - b. Consideration of potential risk of Fraud, Waste, or Abuse inherent in each process,
  - c. Identification of the controls in the processes, or controls that could be included, that would result in a reduction in the inherent risk,
  - d. An assessment of whether there are Internal Controls that need to be improved or added to the processes under consideration,
  - e. Implementation of new controls or improvement of existing controls that are determined to be most efficient and effective for decreasing the risk of Fraud, Waste, or Abuse, and
  - f. Train its' employees on implemented new controls or improvements to existing controls.
- IV. I recommend that the most recent annual assessment performed by the District Manager be reviewed with the Board in detail to ensure we understand the procedures that the District Manager performed in the assessment, the results of such procedures, the observations of the effectiveness or ineffectiveness of any controls and the recommendations for improvement. All of this should be documented to support the annual assessment that the District Manager is obligated to perform pursuant to Resolution 2020-09.
- V. Depending on the veracity of the internal review, I will likely recommend that the board consider engaging a third-party expert in internal control matters to perform an independent review of the District's internal controls stablished in the Resolution.

I am available to discuss m	y thoughts	above in advance	of the meeti	ing if you like.
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IX.

Regards

**Bill Tomazin** 

## **RESOLUTION 2020-09**

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Fiddler's Creek Community Development District #2 (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida*, being situated entirely within Collier County, Florida; and

WHEREAS, consistent with Section 218.33, Florida Statutes, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), Florida Statutes; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

**WHEREAS,** to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2:

- **SECTION 1.** The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.
- **SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
- **SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 22<sup>nd</sup> DAY OF APRIL, 2020.

ATTEST:	FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2
DocuSigned by:	DocuSigned by:
Cluck I dams	Elliot Miller
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

## **EXHIBIT "A"**

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 INTERNAL CONTROLS POLICY

## 1. Purpose.

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Fiddler's Creek Community Development District #2.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
  - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
  - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
  - 1.2.3. Support economical and efficient operations.
  - 1.2.4. Ensure reliability of financial records and reports.
  - 1.2.5. Safeguard Assets (as hereinafter defined).

## 2. <u>Definitions</u>.

- 2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. "Board" means the Board of Supervisors for the District.
- 2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately

- retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.
- 2.6. "Fraud" means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity's assets, bribery, or the use of one's position for personal enrichment through the deliberate misuse or misapplication of an organization's resources.
- 2.7. "Internal Controls" means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. "Risk" means anything that could negatively impact the District's ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. "Waste" means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

## 3. Control Environment.

## 3.1. Ethical and Honest Behavior.

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

## 4. Risk Assessment.

- 4.1. <u>Risk Assessment.</u> District Management is responsible for assessing Risk to the District. District Management's Risk assessments shall include, but not be limited to:
  - 4.1.1. Identifying potential hazards.

- 4.1.2. Evaluating the likelihood and extent of harm.
- 4.1.3. Identifying cost-justified precautions and implementing those precautions.

## 5. Control Activities.

- 5.1. <u>Minimum Internal Controls.</u> The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:
  - 5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:
    - 5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.
    - 5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
    - 5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.
    - 5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).
    - 5.1.1.5. Maintaining a schedule of the District's material fixed Assets.
    - 5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).
    - 5.1.1.7. Retaining and restricting access to sensitive documents.
    - 5.1.1.8. Performing regular electronic data backups.
  - 5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:
    - 5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

- 5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.
- 5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.
- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.
- 5.2. <u>Implementation.</u> District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

## 6. Information and Communication.

- 6.1. <u>Information and Communication.</u> District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. <u>Training.</u> District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

## 7. Monitoring Activities.

- 7.1. <u>Internal Reviews.</u> District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
  - 7.1.1.1. Review its operational processes.

- 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
- 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
- 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.
- 7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.
- 7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.
- 7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

**Specific Authority:** §§ 190.011(5), 218.33(3), *Florida Statutes* 

Effective date: April 22, 2020

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

# UNAUDITED FINANCIAL STATEMENTS

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 FINANCIAL STATEMENTS UNAUDITED OCTOBER 31, 2025

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 BALANCE SHEET GOVERNMENTAL FUNDS OCTOBER 31, 2025

	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 2019	Capital Projects Series 2014-2	Capital Projects Series 2015A-1	Total Governmental Funds
ASSETS														
Cash	\$ 88,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,900
Synovus Bank - MMA	2,422,698	-	-	-	-	-	-	-	-	-	-	-	-	2,422,698
Investments		105 101	000 444	70.500					000 440	440.400				0.475.000
Revenue A	-	165,434	268,111	76,599	-	143,577	-	266,555	339,413	112,469	802,925	-	-	2,175,083
Revenue B	-	-	-	-	268,690	-	272,093	404.050	-	-	450 404	-	-	540,783
Reserve A	-	50,828	50,828	-	407.074	-	407.074	101,656	110,310	36,838	152,484	-	-	502,944
Reserve B	-	4 404	4 4 4 5	-	127,071	422	127,071	7.040	4 226	4 505	20 524	-	-	254,142
Prepayment A	-	4,401	1,145	629	- - 200	133	- 04.054	7,048	4,336	4,585	39,531	-	-	61,808
Prepayment B	-	- 5	7	-	5,380 16	=	24,054 18	-	-	-	-	-	-	29,434 46
Interest Construction	-	5	,	-	10	-	10	-	1 215	-	-	2,864	307,145	311,224
Sinking	-	-	-	-	544	-	637	-	1,215	-	-	2,004	307,145	1,181
Optional redemption	-	-	-	-	344	-	037	83	-	-	-	-	-	83
COI	-	-	-	-	15	-	15	-	-	-	18	-	-	48
Due from General Fund	-	374	1,975	-	4,139	-	4,554	1,951	2,461	824	13,432	=	-	29,710
Due from other	-	374	1,975	_	4,139	_	4,004	1,951	2,401	024	13,432	_	-	29,710
Due from FCC Aviamar	_	_	_	79,226	_	250,000	_	241,051	_	_	_	_	_	570,277
Due from GB Hidden Cove	_	_		45.774	_	200,000		241,001	_	_			_	45,774
Accounts receivable	3,116	_	_		_	_	_	_	_	_	_	_	_	3,116
Total assets	\$ 2,514,714	\$221,042	\$322,066	\$ 202,228	\$ 405.855	\$393,710	\$428,442	\$ 618,344	\$457,735	\$ 154.716	\$1,008,390	\$ 2.864	\$307,145	\$ 7,037,251
10101 00000	Ψ 2,011,711	Ψ221,012	Ψ 022,000	Ψ 202,220	Ψ 100,000	Ψ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ	Ψ 120, 112	Ψ 010,011	Ψ 101,100	Ψ 10 1,7 10	Ψ 1,000,000	Ψ 2,001	Ψοστ,τιο	Ψ 1,001,201
LIABILITIES AND FUND BALANCES Liabilities														
Accounts payable	\$ 12,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,275
Due to other funds	,	·	•	·			·		·		·	•	•	. ,
Debt service fund series 2004	374	-	-	-	-	-	-	-	=	-	-	-	-	374
Debt service fund series 2005	1,975	_	-	-	-	_	-	-	_	_	-	-	_	1,975
Debt service fund series 2014-1B	4,139	-	-	-	-	-	-	-	-	-	-	-	-	4,139
Debt service fund series 2014-2B	4,554	-	-	-	-		-	-	-	-	-	-	-	4,554
Debt service fund series 2014-3	1,951	-	=	-	-	-	-	=	-	-	-	-	-	1,951
Debt service fund series 2015A-1	2,461	-	=	-	-	-	-	-	=	-	=	-	-	2,461
Debt service fund series 2015A-2	824	-	=	-	-	-	-	-	=	-	=	-	-	824
Debt service fund series 2019	13,432													13,432
Total liabilities	41,985													41,985
DEFERRED INFLOWS OF RESOURCE	ES .													
Deferred receipts				125,000		250,000		241,051						616,051
Total deferred inflows of resources				125,000		250,000		241,051					-	616,051
Fund balances: Restricted for:														
Debt service	_	221,042	322,066	77,228	405,855	143,710	428,442	377,293	457,735	154,716	1,008,390	_	_	3,596,477
Capital projects	-	-,	,	- ,		-, <del>-</del>	-,		- ,		-	2,864	307,145	310,009
Unassigned	2,472,729	_	_	_	_	_	_	_	-	_	-	-	_	2,472,729
Total fund balances	2,472,729	221,042	322,066	77,228	405,855	143,710	428,442	377,293	457,735	154,716	1,008,390	2,864	307,145	6,379,215
Total liabilities and fund balances	\$ 2,514,714	\$221,042	\$322,066	\$ 202,228	\$ 405,855	\$393,710	\$428,442	\$ 618,344	\$457,735	\$154,716	\$1,008,390	\$ 2,864	\$307,145	\$ 7,037,251

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND

## FOR THE PERIOD ENDED OCTOBER 31, 2025

	Current Month	Year to Date	Budget	% of Budget	
REVENUES					
Assessment levy: on-roll - net	\$ -	\$ -	\$2,663,019	0%	
Interest & miscellaneous	7,677	7,677	35,000	22%	
Total revenues	7,677	7,677	2,698,019	0%	
EVDENDITUDES					
EXPENDITURES Administrative					
Supervisors	1,077	1,077	14,369	7%	
Management	7,055	7,055	84,662	8%	
Assessment roll preparation	1,875	1,875	22,500	8%	
Audit	1,075	1,075	16,500	0%	
Legal - general	_	_	25,000	0%	
Engineering	_	_	75,000	0%	
Telephone	30	30	385	8%	
Postage	165	165	2,000	8%	
Insurance	14,965	14,965	17,800	84%	
Printing and binding	14,905 50	14,903 50	595	8%	
Legal advertising	30	30	2,000	0%	
Office supplies	_	_	750	0%	
Annual district filing fee	175	175	175	100%	
Trustee	173	-	31,500	0%	
Arbitrage rebate calculation	_	_	8,000	0%	
ADA website compliance	_	_	900	0%	
Contingency	170	170	10,000	2%	
Total administrative	25,562	25,562	312,136	8%	
Total daminiorative	20,002	20,002	012,100	070	
Field management				-01	
Field management services	952	952	11,424	8%	
Total field management	952	952	11,424	8%	
Water management					
Other contractual	1,500	1,500	308,939	0%	
Fountains	23,534	23,534	365,000	6%	
Total water management	25,034	25,034	673,939	4%	
Street lighting					
Contractual services	2,016	2,016	18,000	11%	
Electricity	741	741	10,000	7%	
Capital outlay	7+1	/ <del>-</del> 1	10,000	0%	
Miscellaneous	8,407	8,407	19,000	44%	
Total street lighting	11,164	11,164	57,000	20%	
rotar stroot lighting	11,104	11,104	37,000	20 /0	

### FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND FOR THE PERIOD ENDED OCTOBER 31, 2025

	Current Month	Year to Date	Budget	% of Budget
Landscaping				
Other contractual	-	-	960,000	0%
Improvements and renovations	7,325	7,325	50,000	15%
Contingencies			25,000	0%
Total landscaping	7,325	7,325	1,035,000	1%
Roadway maintenance				
Contractual services (street cleaning)	-	-	4,500	0%
Roadway maintenance	54,840	54,840	222,000	25%
Total roadway services	54,840	54,840	226,500	24%
Irrigation				
Controller repairs & maintenance	53	53	222,000	0%
Other contractual-irrigation manager	14,470	14,470	58,000	25%
Supply system	20,531	20,531	852,750	2%
Total irrigation	35,054	35,054	1,132,750	3%
Other fees & charges				
Property appraiser	46,407	46,407	41,610	112%
Tax collector	-	-	55,480	0%
Total other fees & charges	46,407	46,407	97,090	48%
Total expenditures and other charges	206,338	206,338	3,545,839	6%
Excess/(deficiency) of revenues				
over/(under) expenditures	(198,661)	(198,661)	(847,820)	
Net change in fund balances	(198,661)	(198,661)	(847,820)	
Fund balances - beginning	2,671,390	2,671,390	2,168,132	
Fund balances - ending	\$ 2,472,729	\$ 2,472,729	\$1,320,312	

# 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, 2025

	Current	`	Year to			% of	
	<u>Month</u>		Date		Budget	Budget	
REVENUES							
Assessment levy: on-roll - net	\$	- \$	-	\$	33,600	0%	
Interest	69	3	693		-	N/A	
Total revenues	69	3	693		33,600	2%	
EXPENDITURES							
Debt service							
Principal		-	-		15,000	0%	
Interest		-	-		13,500	0%	
Total debt service			-		28,500	0%	
Other fees & charges							
Property appraiser		-	_		525	0%	
Tax collector		-	_		700	0%	
Total other fees & charges		-	_		1,225	0%	
Total expenditures			-		29,725	0%	
Excess/(deficiency) of revenues							
over/(under) expenditures	69	3	693		3,875		
Net change in fund balances	69	3	693		3,875		
Fund balances - beginning	220,34	9	220,349		214,742		
Fund balances - ending	\$ 221,04		221,042	\$	218,617		

# 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, 2025

	Current Month		•	Year to Date		Budget	% of Budget	
REVENUES				•				
Assessment levy: on-roll - net	\$	-	\$	-	\$	178,262	0%	
Interest		1,006		1,006		-	N/A	
Total revenues		1,006		1,006		178,262	1%	
EXPENDITURES								
Debt service								
Principal		-		-		75,000	0%	
Interest		-				87,600	0%	
Total debt service						162,600	0%	
Other fees & charges								
Property appraiser		-		-		2,785	0%	
Tax collector						3,714	0%	
Total other fees & charges		-		_		6,499	0%	
Total expenditures						169,099	0%	
Excess/(deficiency) of revenues								
over/(under) expenditures		1,006		1,006		9,163		
Net change in fund balances		1,006		1,006		9,163		
Fund balances - beginning		321,060		321,060		313,856		
Fund balances - ending	\$	322,066	\$	322,066	\$	323,019		

### DEBT SERVICE EXCHANGE FUND SERIES 2014-1A EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1 FOR THE PERIOD ENDED OCTOBER 31, 2025

	Current Year to Month Date		Budget		% of Budget	
REVENUES				_		
Assessment levy: off-roll Interest	\$	76,275 3	\$ 76,275 3	\$	277,550 -	27% N/A
Total revenues		76,278	76,278		277,550	27%
EXPENDITURES						
Debt service						
Principal		-	-		125,000	0%
Interest			 -		152,550	0%
Total expenditures					277,550	0%
Excess/(deficiency) of revenues						
over/(under) expenditures		76,278	76,278		-	
Net change in fund balances		76,278	76,278		-	
Fund balances - beginning		950	950		81,034	
Fund balances - ending	\$	77,228	\$ 77,228	\$	81,034	

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.

### DEBT SERVICE EXCHANGE FUND SERIES 2014-1B EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1 FOR THE PERIOD ENDED OCTOBER 31, 2025

		Year to Date	·				
REVENUES							
Assessment levy: on-roll - net	\$	-	\$	-	\$	372,345	0%
Interest		1,263		1,263		_	N/A
Total revenues		1,263		1,263		372,345	0%
EXPENDITURES							
Debt service							
Principal		-		-		160,000	0%
Interest		-		-		195,075	0%
Total debt service		-		-		355,075	0%
Other fees & charges							
Property appraiser		_		_		5,818	0%
Tax collector		-		_		7,757	0%
Total other fees & charges		_		-		13,575	0%
Total expenditures		-		-		368,650	0%
Excess/(deficiency) of revenues							
over/(under) expenditures		1,263		1,263		3,695	
Net change in fund balances		1,263		1,263		3,695	
Fund balances - beginning		404,592		404,592		387,810	
Fund balances - ending	\$	405,855	\$	405,855	\$	391,505	

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.

### DEBT SERVICE EXCHANGE FUND SERIES 2014-2B EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2 FOR THE PERIOD ENDED OCTOBER 31, 2025

	Current Year to Month Date		Budget	% of Budget		
REVENUES						
Assessment levy: on-roll - net	\$	-	\$	-	\$ 409,787	0%
Interest		1,270		1,270		N/A
Total revenues		1,270		1,270	 409,787	0%
EXPENDITURES						
Debt service						
Principal		-		-	185,000	0%
Interest		-		-	213,900	0%
Total debt service					398,900	0%
Other fees & charges						
Property appraiser		-		-	6,403	0%
Tax collector		-		-	8,537	0%
Total other fees & charges		_			14,940	0%
Total expenditures		-		-	413,840	0%
Excess/(deficiency) of revenues						
over/(under) expenditures		1,270		1,270	(4,053)	
Net change in fund balances		1,270		1,270	(4,053)	
Fund balances - beginning		427,172	4	427,172	408,388	
Fund balances - ending	\$	428,442		428,442	\$ 404,335	

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.

### DEBT SERVICE EXCHANGE FUND SERIES 2014-2A EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2 FOR THE PERIOD ENDED OCTOBER 31, 2025

	Current Year to Month Date		Budget		% of Budget	
REVENUES						
Assessment levy: off-roll	\$	142,950	\$ 142,950	\$	535,900	27%
Interest		2	2			N/A
Total revenues		142,952	 142,952		535,900	27%
EXPENDITURES Debt service						
Principal		_	-		250,000	0%
Interest			-		285,900	0%
Total expenditures					535,900	0%
Excess/(deficiency) of revenues over/(under) expenditures		142,952	142,952		-	
Net change in fund balances		142,952	142,952		-	
Fund balances - beginning		758	758		149,703	
Fund balances - ending	\$	143,710	\$ 143,710	\$	149,703	

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, 2025

	Current Year to Month Date		Budget		% of Budget	
REVENUES			 		U	
Assessment levy: on-roll - net	\$	_	\$ -	\$	175,530	0%
Assessment levy: off-roll		138,178	138,178		688,939	20%
Interest		746	746		-	N/A
Total revenues		138,924	138,924		864,469	16%
EXPENDITURES						
Debt service						
Principal		-	-		325,000	0%
Interest		-	 		372,600	0%
Total debt service			 		697,600	0%
Other fees & charges						
Property appraiser		-	-		2,743	0%
Tax collector		-	 		3,657	0%
Total other fees & charges		-			6,400	0%
Total expenditures					704,000	0%
Net change in fund balances		138,924	138,924		160,469	
Fund balances - beginning		238,369	238,369		555,519	
Fund balances - ending	\$	377,293	\$ 377,293	\$	715,988	

# 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, 2025

	urrent Ionth			Budget		% of Budget	
REVENUES							
Assessment levy: on-roll - net	\$ -	\$	-	\$	221,559	0%	
Interest	1,427		1,427		-	N/A	
Total revenues	1,427		1,427		221,559	1%	
EXPENDITURES							
Debt service							
Principal	-		-		65,000	0%	
Interest	-		-		147,550	0%	
Total debt service	-		-		212,550	0%	
Other fees & charges							
Property appraiser	_		_		3,462	0%	
Tax collector	-		-		4,616	0%	
Total other fees & charges	-		-		8,078	0%	
Total expenditures	-		-		220,628	0%	
Net change in fund balances	1,427		1,427		931		
Fund balances - beginning	456,308		456,308		519,513		
Fund balances - ending	\$ 457,735	\$	457,735	\$	520,444		

# 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, 2025

		Current Month		Year to Date		Budget	% of Budget	
REVENUES						<u> </u>		
Assessment levy: on-roll - net	\$	-	\$	_	\$	73,981	0%	
Interest		484		484		-	N/A	
Total revenues		484		484		73,981	1%	
EXPENDITURES								
Debt service								
Principal		-		-		35,000	0%	
Interest		-		-		37,750	0%	
Total debt service		-				72,750	0%	
Other fees & charges								
Property appraiser		-		-		1,156	0%	
Tax collector		-		-		1,541	0%	
Total other fees & charges		-		-		2,697	0%	
Total expenditures		-				75,447	0%	
Excess/(deficiency) of revenues								
over/(under) expenditures		484		484		(1,466)		
Net change in fund balances		484		484		(1,466)		
Fund balances - beginning		154,232		154,232		148,041		
Fund balances - ending	\$	154,716		154,716	\$	146,575		

# 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, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUES	IVIOTILIT	Date	Duuget	Duaget
Assessment levy: on-roll - net	\$ -	\$ -	\$ 1,213,935	0%
Interest	3,127	3,127	Ψ 1,213,933	N/A
Total revenues	3,127	3,127	1,213,935	0%
Total revenues	3,121	3,121	1,213,933	0 76
EXPENDITURES				
Debt service				
Principal	-	-	745,000	0%
Interest	-	-	438,363	0%
Total debt service	-		1,183,363	0%
Other fees & charges				
Property appraiser	-	-	18,968	0%
Tax collector	-	-	25,290	0%
Total other fees & charges	-		44,258	0%
Total expenditures	-		1,227,621	0%
Excess/(deficiency) of revenues				
over/(under) expenditures	3,127	3,127	(13,686)	
Net change in fund balances	3,127	3,127	(13,686)	
Fund balances - beginning	1,005,263	1,005,263	917,558	
Fund balances - ending	\$ 1,008,390	\$ 1,008,390	\$ 903,872	
·-···	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	

# 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, 2025

		ırrent onth	Year to Date	
REVENUES Interest & miscellaneous	ф	0	ď	0
Total revenues	\$	9	\$	9
EXPENDITURES Total expenditures		-		<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures		9		9
Net change in fund balances Fund balances - beginning Fund balances - ending	\$	9 2,855 2,864	\$	9 2,855 2,864

# 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, 2025

	Current Month		Year to Date	
REVENUES Interest & miscellaneous	\$	969	\$	969
Total revenues		969		969
EXPENDITURES  Total expenditures		<u> </u>		<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures		969		969
Net change in fund balances Fund balances - beginning Fund balances - ending	\$	969 306,176 307,145	\$	969 306,176 307,145

# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

# UNAUDITED FINANCIAL STATEMENTS A

#### Fiddlers Creek CDD 2 2025 Summary Report/Breakdown 11.7.25

#### Fiscal Year 2025

Summary

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Total:

Veneta Repairs			
Cleaning/Pump J Replacement	=	\$7,456	2/13/2025
Various Repairs	\$	10,575	3/18/2025
Chemical Feeder	\$	7,000	4/25/2025
Pressure Testing	\$	25,000	4/25/2025
Various Repairs	\$	45,560	5/28/2025
Total:		\$95,591	
Aviamar Repairs			
Chemical Feeder	\$	7,000	4/25/2025
Pressure Testing	\$	18,888	4/25/2025
Research Leaks	\$	7,000	7/28/2025
Total:	\$	32,888	
<u></u>	1		
Oyster Harbor	ļ		
Chemical Feeder		\$7,000.00	4/25/2025
Cleaning		\$4,225.00	6/9/2025
Total:		\$11,225.00	

\$139,704.00

# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

# UNAUDITED FINANCIAL STATEMENTS B

#### Fiddlers Creek CDD 2 2026 Summary Report/Breakdown

12.3.25

\$228,486.00

#### Fiscal Year 2026

Summary

Fountains:

Totals:

rountains.		
Veneta Repairs		
Replace OD Bearing on Pump motor	\$ 940	11/3/2025
Replacement of 116 Bulbs	\$3,490	11/27/2025
Total:	\$ 4,430	
Aviamar Repairs		
Various Repairs	\$ 221,356	10/22/2025
Total:	\$ 221,356	
Oyster Harbor		
Pump & Sand Filter	\$10,675.00	10/23/2025
Repair Jet lines in basin	\$2,700.00	11/17/2025
Total:	 \$13,375.00	

# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

### **MINUTES**

### DRAFT

1 2 3	MINUTES OF MEETING FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2					
4	The Board of Supervisors of the Fiddler's Creek Community Development District					
5	held a Regular Meeting on October 22, 2025 at 10:00 a.m., at the Fiddler's Creek Club and Spa					
6	3470 Club Center Boulevard, Naples, Florid	la 34114.				
7						
8	Present:					
9	Elliot Miller	Chair				
10	Linda Viegas	Vice Chair				
11	John Nuzzo	Assistant Secretary				
12	William Tomazin Jr.	Assistant Secretary				
13	Scott Spitzer	Assistant Secretary				
14						
15	Also present:					
16	Chuck Adams	District Manager				
17	Cleo Adams	District Manager				
18	Jeff Pinder	Wrathell, Hunt and Associates, LLC				
19	Tony Pires	District Counsel				
20	John Baker III	Hole Montes, a Bowman Company				
21	Aaron Haak	Fiddler's Creek Deputy General Counsel				
22	Ryan Hennessey	Fiddler's Creek Director of Community Services				
23	Jody Benet	Fiddler's Creek Irrigation Manager				
24	Mike Barrow	GulfScapes Landscape Management (GulfScapes)				
25	Robert Engler	Crystal Waterscapes				
26	Maritza Stonebraker (via phone)	Berger, Toombs, Elam, Gaines & Frank				
27	Sue Leone	Resident				
28	Ray Magill	Resident				
29	Michael Buck	Resident				
30	Charlene Tomazin	Resident				
31	William Schaefer	Resident				
32						
33						
34	FIRST ORDER OF BUSINESS	Call to Order/Roll Call				
35		·				
36	Mrs. Adams called the meeting to o	order at 10:00 a.m. All Supervisors were present.				
37	S	·				
38	SECOND ORDER OF BUSINESS	Public Comments: Non-Agenda Items (3				
39	CLICATE CAREACT BOOMEDS	minutes per speaker)				
40		asaa par apaanar,				
41	No public comment cards were sub	mitted and no members of the public spoke.				
		The same we will be a second approximation of the second a				
42						

#### FIDDLER'S CREEK CDD #2

#### **DRAFT**

October 22, 2025

THIRD ORDER OF BUSINESS

Continued Discussion:
Annual Financial Report

Reissuance o

#### • Memorandum to the Board

Mr. Adams stated the agenda package contained the previously presented Memorandum to the Board, the Annual Financial Report FY2024 [Revised Draft], and the Resolution to accept the Report. He stated that emails between Mr. Tomazin and Mr. Jeff Pinder, Controller at Wrathell, Hunt and Associates, LLC, were sent to the Board along with the Internal Controls Policy. Mr. Adams stated that Mr. Pinder is attending in person.

#### Annual Financial Report FY2024 [Revised Draft]

Mr. Tomazin stated that he and Mr. Pinder conversed regarding comments raised after the draft financial statements were issued.

### Ms. Stonebraker joined the meeting via telephone.

Mr. Tomazin stated that there were several discussions and emails with Mr. Pinder and Maritza Stonebraker, of Berger, Toombs, Elam, Gaines & Frank, about the nature of those comments, reissuance of the Annual Financial Report, and whether or not there would be a judgement that should be made around the effectiveness of the internal controls with respect to preparing and issuing the Annual Financial Report. After all of that, he reviewed his comments that he included in a PDF. It was characterized in some communications that they were comments that the Board asked to be included. He stated that every one of his comments was a question as to whether or not a disclosure should be included. He stated that he recommended no additional disclosures; he wanted to hear their view on whether or not they were required. In his experience, under General Accounting Principles (GAP), there were three disclosures that he reviewed that he believed were required, regardless of whether under commercial standards or Governmental Accounting Standards Board (GASB) standards.

Mr. Tomazin discussed his auditing background and stated that, because the three disclosures he asked about were added to the revised version of the Annual Financial Report, his presumption is that they were required disclosures. In his opinion, the disclosures were omitted in the first draft, which he believes implies that there was a deficiency in the internal controls over the preparation and review of the Annual Financial Report. He agrees that the omissions are not material to the Report, but whether a deficiency exists is a separate conclusion.

### FIDDLER'S CREEK CDD #2 DRAFT October 22, 2025

Mr. Tomazin stated that Mr. Pinder and Ms. Stonebraker continue holding their opinion that the Annual Financial Report is materially correct in the numbers, and they do not think the omission of those disclosures was an indication of any sort of internal control deficiency. Mr. Tomazin stated that he disagrees with Mr. Pinder and Ms. Stonebraker's conclusion; therefore, he asked for a "walk-through of internal control" outlining the process used to close out the books and prepare financial statements, along with an explanation of what could go wrong in that process and the specific internal control designed to prevent that from happening. He requested, but has not received, the walk-through. He wants the Board to have a description of the process utilized to prepare and issue the Annual Financial Report, what the controls are, and he wants an answer to the question of how there was not a deficiency despite what he believes are required disclosures being omitted so that a discussion and Board judgment can be made regarding what type of deficiency or material weakness exists.

Mr. Tomazin stated that the disclosures he asked to be included were added to the Report; they were the same disclosures that were in all previous CDD #2 audits and in the most current CDD #1 audit. He noted that those audits were performed by other audit firms who apparently felt they were required. He thinks there should be a rationale for why the disclosures were taken out and believes that the Annual Financial Report and opinions are appropriate at this time. His concern was that, if the deficiency were judged to be other than an ordinary deficiency, Ms. Stonebraker advised that there would be a communication requirement to the Board and possibly a report related to internal controls. He noted the definitions and types of deficiencies and stated that his opinion about internal controls has not changed.

Mr. Tomazin stated that, in the course of the communications, Mr. Pinder sent him Resolution 2020-09, by which the Board adopted a set of internal controls. While he would like to discuss this at another meeting, he thinks some things characterized as internal controls are not actually internal controls and some modifications are needed. It was agreed that such a review could be an agenda item at a future meeting.

Mr. Tomazin wants the most recent internal review of the District's internal controls that the Policy states the District Management team is supposed to do annually to be presented to the Board, and for it to be presented on an ongoing basis.

Mr. Pinder stated his understanding is that Mr. Tomazin is looking for a statement of an internal control deficiency in the audit and that he wants Ms. Stonebraker to change her Annual

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Financial Report. Mr. Tomazin disagreed and stated that he is looking for acknowledgment that there was an internal control deficiency, an understanding of how it happened, and for the appropriate analysis to conclude on its significance.

Mr. Pinder stated he understands what Mr. Tomazin is saying, but the internal controls related to preparation of the Annual Financial Report are very straightforward. District Management provides the CDD's financial information to the auditors who perform testing. When testing is done, the CDD's auditor prepares the Annual Financial Report, including the notes. District Management reviews that audit, including the financial statements and the notes for accuracy, completeness, and reasonableness. Audits are reviewed by Staff Accountants, the Accounting Manager, and himself. His understanding is that, in this instance, the auditor added one of the three disclosures at Mr. Tomazin's request. Mr. Pinder stated he does not believe that the other two were required at all. He thinks the auditor simply included them to accommodate the request and not because she thought they were required, as indicated in her written response. He stated the one disclosure that was required had absolutely no impact whatsoever on any numbers in the audit; it was simply a small, boilerplate blurb about the use of estimates. Nothing material could have gone wrong if the disclosures were not included. That language has been in all the CDD's audits for many years. This is a newly hired auditing firm, and the audit was received close to the State deadline. The review was performed, and that single item was missed in review one single year. Mr. Pinder does not think it rises to the level of an internal control deficiency. He believes the fact that the CDD has had clean audits, no material misstatements, no fraud, and no internal control deficiency notes over the past 18 years speaks for itself. Mr. Pinder stated that is his opinion, and the CDD's independent auditor expressed a similar view. At this time, he agrees with the auditor.

Ms. Stonebraker stated her firm's position has not changed. They issued the Annual Financial Report with an unmodified opinion. They felt that the Report was compliant with GAP. They made changes that they felt the Board requested because they believed they added transparency and clarity; it was not because they thought there was an omission from the original Report. The Report has an unmodified opinion, and they do not have any deficiencies to report.

Mr. Miller asked Mr. Tomazin if he objects to the adoption of the revised version.

Mr. Tomazin stated that, in his email, he explained how internal control deficiencies are analyzed and conclusions drawn, and stated his opinion is that the analysis was not provided.

He believes the three disclosures are required and, while he agrees they are not significant, one of them relates to balances due between CDD #2 and CDD #1, in the hundreds of thousands of dollars. He would argue that disclosure is not insignificant. He thinks it is required. He feels that the conclusion lacks rationale and he will not accept that conclusion. He stated that he will not vote to accept the Annual Financial Report until the actual assessment of why the disclosures were initially omitted is provided.

Mr. Pinder reiterated that something was missed in the review; the audit showed that the financial statements are materially correct. A single overlooked item does not constitute a deficiency in internal controls.

Mr. Miller asked if the changes Mr. Tomazin requested were made in the revised version.

Mr. Tomazin confirmed that all the changes were made and that he accepts the Annual Financial Report and the financial statement opinion. He disagrees with Mr. Pinder's statement and voiced his opinion that, according to the framework for evaluating controls, his conclusion is appropriate.

Mr. Miller asked Mr. Pinder why it is not easier to comply with Mr. Tomazin's request.

Mr. Pinder voiced his opinion that they complied. There is no reason that the item was missed; it was simply missed in review. There is no document or checklist. The process used is the same process used by the vast majority of governments in Florida. This is in compliance with GASB, the Florida Auditor General, the Joint Legislative Auditing Committee and Florida Statutes. He stated that they all agree that the financial statements are materially correct as presented. With regard to Mr. Tomazin's comment about internal controls, he welcomes the opportunity to review the internal controls going forward. Mr. Pinder stated that he does not believe that the internal controls were deficient, and the CDD's independent auditor's opinion is in agreement.

Ms. Viegas stated she has internal control issues outside of the audit. She complained that the audit was only received the day after it was filed and stated that, in previous audits, she found numbers from the prior year were not replaced with the current year's numbers. She added there have been other incorrect figures that have required revisions to previous draft audits. Mr. Pinder stated he would like to review the details with her individually.

Ms. Viegas expressed concern regarding internal control policies that Mr. Tomazin mentioned in his email, given the many levels of review and what she believes is insufficient

review of individual transactions as evidenced by miscoded Bowman invoices related to the traffic signal.

- Mr. Pinder provided his business card and stated that he will address these concerns with Ms. Viegas another time.
- Mr. Tomazin stated that he is not urging the Board not to accept the audit, but he is personally not accepting the opinions rendered by the auditor because he has not received the analysis he has been requesting for the last two months.
  - Ms. Stonebraker stated that she provided a Memorandum at the last meeting.
- Mr. Tomazin stated his opinion that the Memorandum is too high level to be helpful.
  - Mr. Miller asked if Mr. Tomazin and Ms. Stonebraker could discuss the issues in advance of the next meeting. Mr. Tomazin voiced his belief that Mr. Pinder should prepare the analysis, and Ms. Stonebraker should review it and concur.
  - Mr. Pinder stated that, as far as he is aware, the Board has never formally adopted the Committee of Sponsoring Organizations of the Treadway Commission (COSO) Standards that Mr. Tomazin has referred to, and COSO Standards have not been adopted by the vast majority of Florida governments. He stated that he did not prepare a COSO analysis regarding the CDD's internal controls, but that in no way means the CDD's internal controls are insufficient. Asked what framework is used to evaluate internal controls, Mr. Pinder stated that District Management does not use COSO, as it is not required.
    - Debate ensued as to whether COSO standards are required.
  - Mr. Pinder stated that COSO Standards are not required for local governments; they are only for large corporations. Mr. Tomazin stated that he is willing to ask the State which framework ought to be applied and if COSO is required.
  - Mr. Pinder stated that he welcomes Mr. Tomazin's input and opinions. He reiterated that COSO is not the norm for the industry. If the Board would like to proceed in that direction, they can see what is involved, but to apply that standard to a completed audit when COSO was not adopted would not be appropriate.
  - Mr. Spitzer motioned to table discussion of acceptance of the Annual Financial Report FY2024 [Revised Draft] and to ask Management to provide the required information needed to respond to Mr. Tomazin in advance of the next meeting.

Regarding whether to discuss adopting COSO in the future, Mr. Tomazin stated the Board needs to know under what framework the controls for this District were designed, executed, and evaluated. Mr. Tomazin and Mr. Pinder will discuss this another time.

- Mr. Pinder stated the financial statements are materially correct and asked if Mr. Tomazin is willing to accept them.
- Mr. Tomazin stated that some of the opinions relate to internal controls, and he is not accepting the opinions of others that stated there are no matters to report.
- Mr. Pinder stated he disagrees with Mr. Tomazin's opinion; ultimately, the only opinion that matters is the opinion of the Independent Auditor.
- Mr. Miller suggested Mr. Tomazin, Mr. Pinder and Ms. Stonebraker discuss specifically what Mr. Tomazin wants to have in future audits and that Mr. Tomazin needs to be comfortable with what is presented.
- Mr. Tomazin stated that he wants an analysis prepared that satisfies the Board as to the conclusions reached and for it to be part of the meeting and be included in the minutes.
- Mr. Pinder asked if Mr. Tomazin is willing to accept the Annual Financial Report without the opinion on internal controls.
- Mr. Pires stated there are two questions. First, to what extent does the Auditor General need to be notified of this, and second, to what extent does the issue trigger any disclosures on the Continuing Disclosure Agreement (CDA) related to the bond issue. He stated that the CDA includes listed events, and the District Manager is the Dissemination Agent and the Disclosure Agent. He asked if increasing Capital Costs from \$750 to \$5,000 would constitute an accounting principle change and require a notification under the CDA.
- Mr. Tomazin voiced his opinion that it is not a change in accounting principle; rather, it is a change in accounting estimate. The principle is still the same.
- Mr. Pires stated that he will confer with Bond Counsel to determine whether any notifications need to be sent. He asked if the Auditor General needs to be notified, should the Board accept the audit with the carveout.
- Mr. Adams voiced his opinion that the motion should indicate that Mr. Tomazin voted in the affirmative and noted that he did not vote in the affirmative regarding internal controls, so that it is noted in the record.
- Mr. Tomazin stated that he would make specific reference to whatever reports make reference to internal control.

- 233 Mr. Spitzer withdrew his motion.
- Consideration of Resolution 2026-01, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2024

On MOTION by Mr. Tomazin and seconded by Mr. Nuzzo, with all in favor, Resolution 2026-01, accepting (1) Report of Independent Auditors, and (2) Independent Accountants' Report in compliance with Section 210.145, Florida Statutes, but not accepting (1) Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards, and (2) Management Letter, for the Fiscal Year Ended September 30, 2024, was adopted.

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245246 Mr. Pinder left the meeting.

- Mr. Pires asked Mr. Adams to schedule a call with Bond Counsel.
- 248 Mr. Adams will send a copy of the audit and the meeting minutes to Bond Counsel.

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### **FOURTH ORDER OF BUSINESS**

Update: Sunshine Law, Public Records

Refresher

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- Mr. Pires presented the PowerPoint included in the agenda, and noted the following:
- 254 > Board Members should contact his office with any questions about the Sunshine Law.
- 255 Matters involving any business of the District have to be public.
- The Sunshine Laws provide a constitutional and statutory right of notice of, and access to, governmental proceedings of public boards.
- 258 Mr. Pires read the law from the Florida constitution regarding meetings being noticed 259 and open to the public.
- 260 Nothing is binding unless it is done at a meeting.
- 261 Meeting minutes must be transcribed and recorded.
- 262 Two or more members of the same Board cannot interact with each other or with other
- 263 Board Members outside of meetings, but they can interact with members of other Boards.
- 264 There can only be one member interacting. There cannot be two members of the Board
- interacting with one member of another board.
- 266 Emails cannot be sent between Board members. District Management can send emails
- to all Board members. They cannot forward an email from a Board Member to the other Board
- 268 Members.

for the grand reopening. Aviamar will be next. The map will be corrected for next month.

Mr. Miller asked why irrigation communication failures happen so frequently. Mr. Hennessey stated that Mr. Benet is always there to address problems as it is an antiquated system and a large community. Ms. Viegas added there are a lot of storms and power outages.

### B. Security and Safety Update

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- 306 Mr. Hennessey reported the following:
- Gate Access Control: Both phone numbers are operational. Community Patrol's phone number is 239-231-9878, which should be called for assistance with security matters. In an emergency, 911 should be called first, followed by Community Patrol. The automated gatehouse number is 239-529-4139, which should be called to add vendors or visitors to the list. Information can also be emailed to safety@fiddlerscreek.com.
- Occupancy Report: Overall average weekly occupancy was almost the same; August occupancy was 897 compared to 905 in September.
- Gatehouses and Patrols: Sandpiper, Championship, and the Main gatehouses are operational 24 hours a day, seven days a week. There are two patrols per shift, generally one patrol in CDD #1 and one in CDD #2.
- Gatehouse Activity: Total gatehouse entries for all three gates were almost the same, with 38,407 in August compared to 38,188 in September. There were no issues at the gatehouses this month.
- Incidents: Incidents were low this month with The Club & Spa still being closed. An increase is expected as it starts to reopen and seasonal residents return.
- Mr. Hennessey distributed year-over-year reports. Most incidents were much lower in 2025 compared to 2024, especially open garage doors, gate arm damage, and parking.
- Speed Detection and Enforcement: The portable speed detection device was in use in
  Marsh Cove and on Sandpiper Drive. First-time offenders accounted for six of eight violations;
  they were given written warnings. Two repeat offenders were referred to the Fining
  Committee.
- Per the Collier County Sheriff's Office (CCSO), there were 58 extra patrols in September,
- 329 16 medical calls, nine alarm calls, and four accidental calls to 911 (hang-ups).
- Mr. Pires addressed the Traffic Control Agreement. It was signed off on and entered in the database with the Sheriff beginning on September 27, 2025. Mr. Hennessey reported in the last four days of the month there were seven traffic stops and more are expected.

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333		Mr. Spitzer appreciated Mr. Hennes	sey providing the ad	ditional repo	rts. He	was asked
334	to include these in the agendas going forward.					
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336 337 338	SEVEN	TH ORDER OF BUSINESS	Continued Museo Circle		Wall	Bordering
339		Mr. Baker stated a contractor insp	ected the wall. He	hoped to ha	ave a pr	roposal to
340	presen	nt today, but did not receive it; a pr	oposal will be prese	nted at the	next mo	eeting. He
341	talked	to Mr. Barrow about his portion. Mr.	Barrow stated he sen	t his proposa	als to Mr	rs. Adams.
342		Mr. Baker stated the proposals will l	oe by linear foot or b	y wall section	ns. The	contractor
343	will be	Precast by Design. Mrs. Adams asked	Mr. Baker to reques	t a proposal f	rom Coa	astal also.
344						
345	EIGHT	H ORDER OF BUSINESS	Developer's I	Report/Upda	te	
346 347		Mr. Haak reported the following:				
348	<b>&gt;</b>	Work continues at The Club & Spa.	The pickleball courts	are open. Ev	vervone	should be
349		ıl and stay out of the areas that are st	•	·	, -	
350	>	•			remains	s the same
351	An October update on the renovations went out last week. Everything remains the same on timing of openings.					
352	>	Dorado building is underway.				
353		In response to Mr. Miller's question,	Mr. Haak believes th	ree of the foi	ur units :	are sold.
354		Ms. Viegas asked if there is an updat				
355	entire community. Mr. Haak stated there are no material updates.					
356	Circii C	oommanity. This reaction of the control of				
357 358 359	NINTH	ORDER OF BUSINESS	Engineer's Company	Report/Upo	date:	Bowman
360		In Mr. Cole's absence, Mr. Baker rep	orted the following:			
361	>	The traffic signal is still projected to	be operational in mi	d-November	. They w	orked out
362	the po	wer issues with Florida Power & Light	(FPL). The date the s	ignal will beg	in flashi	ng is up to
363	Collier	County.				
364		Mr. Miller asked what is being dug	up now. Mr. Baker st	ated that he	is unsur	re and will
365	check	with Mr. Cole.				

Ms. Viegas asked about the cost summary that Mr. Nuzzo requested. Mr. Baker will follow up with Mr. Cole.

Mr. Baker distributed a memo from MRI, who performed the camera review of the Campanile drainage line. MRI found some silt in the pipes, but not enough to cause a blockage or for it to be the cause of the flooding. MRI found that control structures in the lines are missing and some are not connected to the lake. The lines were on the as-built drawings. He recommended sending the issue to Grady Minor, through Mr. Haak, for clarification, because the structures are on the as-builts but were never installed.

Mr. Miller asked Mr. Haak if he would follow up. Mr. Haak stated he just received the package and has not had any time to review it or review it with staff.

Ms. Viegas asked if Mr. Baker would respond to the resident who raised the issue. Mr. Baker stated he will since the findings have now been made public.

Mr. Pires asked for the date of the as-built drawings. It was noted that the drawings show the date of February 27, 2007.

Mr. Miller found it interesting that it would take 18 years to identify missing pipes. Mr. Baker was unsure if it is because that level of rainfall has not been received until now. He noted that a second opinion might be obtained. If it is verified by Grady Minor, his firm would want to ask Grady Minor for a plan to install an additional pipe, at their expense.

Mr. Baker stated he is still working with Mr. Pires on the Pumphouse 1 bid documents and hopes to advertise for the work soon.

Ms. Viegas asked if the Quilcene drainage issues were resolved. Mr. Barrow stated he needs to install the dome inlets to prevent debris from getting in; he is obtaining the parts.

Ms. Viegas asked about the fair share calculation payment from 7-ELEVEN towards the traffic signal since the calculation was approved. Mr. Baker stated he will follow up with Mr. Cole. Mr. Miller wants aggressive action taken with 7-ELEVEN. Mr. Baker stated he will make Mr. Cole aware.

### **TENTH ORDER OF BUSINESS**

**Continued Discussion: Existing Sign Inserts** 

Mr. Baker distributed the updated Lykins-SignTek (Lykins) proposal, which was reduced by \$1,205 due to the deductions based on Ms. Viegas's report last month. Regarding questions raised, he did confirm that 4-Way signs are no longer allowed; instead, the signs must be All

### FIDDLER'S CREEK CDD #2

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Way. Regarding the cost difference between All Way and 3-Way signs, he believes the difference is less related to the verbiage; it is likely because one sign involves replacing a sign insert, and the higher cost includes the sign and the insert.

Ms. Viegas asked Mr. Baker why the 3-Way signs were much less expensive than the All Way since they are the same size. Mr. Baker stated he thinks it is because they will have new frames. Ms. Viegas referred to her photos in the agenda and asked why new frames are needed, as the current frames are fine. Mr. Baker will find out. Each All Way sign is \$155 more, and four are required.

Ms. Viegas asked if Mr. Baker checked with Lykins about why the Divided Highway sign must be a yellow diamond rather than the current rectangle. Mr. Baker stated that he will ask Lykins.

Ms. Viegas noted that the proposal says it expires on November 19, 2025, and the project will not be completed until after the poles are painted, so it is necessary to have them extend the date and hold their costs.

#### **ELEVENTH ORDER OF BUSINESS**

Consideration of Florida Painters Exterior Painting Proposal [Light Poles and Street Signs]

Mrs. Adams recalled that the Board approved the light poles and street sign painting by Florida Painters for \$72,000. She realized that the proposal in the agenda was not correct for the number of light poles, so she worked with Florida Painters, who provided an updated proposal. The new proposal is in a not-to-exceed amount of \$81,000, which includes a discount of over \$16,000. Mrs. Adams stated that, in the proposal, Phase 2 has 67 light poles, but the correct number is 145. In Phase 3, the original number of light poles was 58, but the actual number is 90.

Mr. Miller asked if any competitive bids were obtained. Mrs. Adams stated one other company submitted a much higher bid. Ms. Viegas recalled that the other bid was \$115,000. Mrs. Adams added that the bid had incorrect numbers as well, so it could be even higher.

Mrs. Adams stated the project can be completed between January and March 2026. Ms. Viegas asked Mr. Baker to tell Lykins they need to hold their costs until after that period.

On MOTION by Mr. Tomazin and seconded by Mr. Nuzzo, with all in favor, the revised Florida Painters Exterior Painting Proposal for Light Poles and Street Signs, in a not-to-exceed amount of \$81,000, was approved.

TWELFTH ORDER OF BUSINESS Continued Discussion: Irrigation Action

Items

Mr. Baker stated he had nothing to report. He has been unable to meet with Mr. Haak due to time constraints.

Ms. Viegas noted that Items 2, 3 and 5 had new notes that state "Pumphouse integrity and regular maintenance to address these issues is required for longevity of the pump stations." Since this is clearly not being done, she asked who is responsible for the regular maintenance. Mr. Baker stated that some of these are ongoing maintenance items; his firm is responsible for engaging contractors to perform the repairs. These items were passed on to him by Mr. Cole.

### THIRTEENTH ORDER OF BUSINESS

Update/ Fountains: Crystal WaterScapes

(Robert Engler)

Ms. Viegas called attention to a \$5,000 error in the Aviamar proposal, which indicates that five VFD drives are needed, at a cost of \$6,000 each, for a total cost of \$35,000; however, it should be \$30,000. Mr. Engler will revise the proposal. Ms. Viegas noted that the attached PVF Industrial (PVF) quote was not attached to the proposal in the agenda, as the proposal states.

Mrs. Adams stated the PVF quote was distributed today.

### • Discussion/ Consideration of Proposals for Fountain Repairs

#### A. Oyster Harbor

This item was discussed following Item 13B.

#### B. Aviamar

Mr. Engler asked the Board to look at the Aviamar fountain photos he submitted. The photos show the mess under the fountain. One of the photos shows a cracked PVC pipe that had been covered in concrete. He discussed the scope of work and proposed repairs and reminded the Board that there is still an open hole at the fountain until the work is approved.

Mr. Engler will provide updated proposals for items discussed.

Ms. Viegas noted that Mr. Engler's email addressed other changes to the proposal from three 6X6 pumps and two 5X5 pumps to five 6X6 pumps, increasing the price by \$4,000

because they were the quickest pumps, as far as availability. Ms. Viegas asked about the timing involved. Mr. Engler stated that there was a one-month difference.

Discussion ensued regarding the scope of work and the proposals.

Ms. Viegas noted that the pumps in the photos are falling apart due to rust and asked how the new pumps are protected. Mr. Engler stated the new pumps have a coating that will prevent rust.

Ms. Viegas stated she needed to review the new costs submitted today and any errors will need to be adjusted. Mr. Engler stated that, even if there are errors, he will not do the job for less. Mr. Tomazin stated that it is not acceptable. After discussion, it was agreed that, if the proposal errors are material, the price will be adjusted. The total proposed cost for the portion to be reviewed by Ms. Viegas is \$10,642.87.

Ms. Viegas noted that the work had already started and asked how long it would take for it to be completed. Mr. Engler stated the work will be completed in December.

On MOTION by Ms. Viegas and seconded by Mr. Nuzzo, with all in favor, the Aviamar fountain proposal, in a not-to-exceed amount of \$221,355.87, unless substantial errors are found in the PVF Industrial proposal, was approved.

Mr. Pires will provide a standard form of CDD Agreement. The consensus was that the work will be completed by mid-December.

### Oyster Harbor

This item, previously Item 13A, was presented out of order.

Mr. Engler discussed issues with the filtration system resulting from the current design with a VFD Drive and the four options presented. He recommended Option 2, which is a commercial sand filter that will allow the fountain to run to its full height and will not blow out the filtration system.

Ms. Viegas asked Mr. Engler to explain why he is recommending Option 2, which is the most expensive of the four options.

Mr. Engler stated that Option 1 involves installing new cartridges in the filter with a new pump. Option 2 includes installing a sand filter which is better than the current cartridge filters. Mr. Engler added Option 2 will be quieter and will last the longest. Option 3 involves fixing the current motor and installing a sand filter. Option 4 involves fixing the motor and installing a sand filter and a VFD drive, which is not ideal.

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Ms. Viegas stated that the recommendation of Option 2 includes all new equipment rather than replacing equipment at a cost of \$10,675. She noted that Option 1 is \$5,675; Option 3 is \$10,080 and Option 4 is \$8,340.

Asked why Option 1 is not recommended, Mr. Engler stated that cartridge filters are not ideal; the fountain is large, and it would backwash into the lake or into the street.

Mr. Engler stated that, upon approval, he can order the filter and pumps, and the work could be completed within three weeks. Ms. Viegas voiced her opinion that the Aviamar fountain takes precedence, as the Oyster Harbor fountain is operational, and residents are not complaining.

On MOTION by Ms. Viegas and seconded by Mr. Nuzzo, with all in favor, the Oyster Harbor Fountain Proposal Option 2, for a new filter pump and a new sand filter, in a not-to-exceed amount of \$10,675, was approved.

Ms. Viegas noted that, per the transaction detail report, Mr. Engler is charging the CDD \$2,400 for fountain maintenance. She asked what the CDD is paying for since Aviamar has been down for months and Veneta was down for months. Mrs. Adams stated the CDD is getting a \$1,200 monthly discount while the fountains have been down. When they are all up and working the amount will increase to \$3,600.

#### Mr. Engler left the meeting.

Mr. Tomazin noted that he had requested getting a consultant to review the work being proposed or have the District Engineer look at the fountain proposals. The CDD is going to be paying Mr. Engler a quarter of a million dollars. Ms. Viegas noted she wanted the same. The CDD is in a difficult position with the condition of the fountains and having to get the work done. The CDD is being forced to accept Mr. Engler's recommendations and costs.

### **FOURTEENTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial Statements as of September 30, 2025

Mr. Miller asked what interest rate the CDD is earning with the Synovus account. Mr. Adams stated the current rate is between 3.5% and 3.6%.

Mr. Miller asked how Interest & Miscellaneous could be at 418%. Mr. Adams stated that interest was budgeted conservatively because of potential interest rate fluctuations. Ms. Viegas noted the amount includes the \$50,000 payment from Halvorsen towards the traffic signal.

Mr. Miller asked about the fountain line item at 178%. Mrs. Adams read from her Financial Highlights report and stated it includes renewal of the insurance policy, \$42,900 to Bentley Electric, and ongoing repairs by Mr. Engler.

Ms. Viegas stated, according to her calculations, Mr. Engler has been paid \$143,586, year-to-date. This month alone, of the \$54,076 expensed, \$50,360 was paid to Mr. Engler for repairs.

Mr. Miller asked about the streetlighting contractual services line item at 211%. Mrs. Adams stated that line item includes insurance, the holiday lighting program, streetlights, landscape uplights, and a Veneta monument repair. Ms. Viegas thinks several streetlights that were hit were repaired.

Ms. Viegas stated that Bowman invoices were mistakenly applied to the roadway capital outlay and roadway maintenance line items, causing the Engineering line item to be at 20% of budget at the end of the year. Mrs. Adams stated she will have Accounting forward some items. Accounting has been splitting expenditures shared with CDD #1. It was noted that the splits are included in the \$22,360 Bowman invoice. When all the information is gathered, Mrs. Adams will submit it to Board Members.

Mr. Adams stated the reconciliation of the traffic signal will be completed soon and they will have to determine the final amount to charge CDD #1. Ms. Viegas stressed her disappointment that the invoices continue to be coded incorrectly despite her raising this issue months ago. She stated the reason the Engineering line item is only at 20% of budget is due to the miscoding of the Bowman invoices.

It was noted that year end recoding will be done.

Mr. Tomazin asked for District Management to create a running analysis of all the fountain repairs, the proposals, and the amounts, and present it to the Board.

Ms. Viegas stated she requests the transaction detail every month and compares the invoices to the approved proposals. Mr. Tomazin voiced his opinion that Ms. Viegas should not have to do that. He thinks the District Management team should do it due to the amount being spent and that it should be an ongoing analysis until the fountains are all repaired.

Mr. Adams stated that a spreadsheet and copies of contracts will be provided.

The financials were accepted.

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563 564 565	FIFTEENTH ORDER OF BUSINESS	Approval of Septem Meeting Minutes	iber 24, 2025 Regular
566	The following changes were made:		
567	Line 68: Change "the Board" to "Ma	nagement, who shared it with	the Board"
568	Line 78: Change "find judgment" to	"determine a finding"	
569	Line 262: Change "He" to "Mr. Bake	r" and change "they" to "MRI	y.
570	Line 403: Delete the period before "	Mr."	
571	Line 488: Change "Engineer" to "eng	gineer"	
572 573 574 575	On MOTION by Mr. Miller and second September 24, 2025 Regular Meeting		•
576 577	SIXTEENTH ORDER OF BUSINESS	Action/Agenda or Co	mpleted Items
578	Ms. Viegas reviewed the list.		
579	Item 2: Ms. Viegas wanted it to be	reflected in the minutes that	, if the CDD stays with
580	the same auditing firm, the Fiscal Year 202	25 audit must be submitted to	o the Board at least by
581	the May meeting. She wants District Mana	gement to notify the auditor	s. Mr. Miller noted the
582	limited number of choices for the auditors	and recalled that the curren	t auditor was engaged
583	due to problems with the prior auditor v	who decided not to perform	the CDD's audits any
584	longer. Mr. Tomazin noted that four bid	ls were received so the CD	D definitely has other
585	alternatives. Mr. Miller suggested finalizing	g the issues with this auditor	first before taking any
586	next steps.		
587	Item 4: Ms. Viegas asked when th	ne Board would know the fe	ees for refinancing the
588	eligible bonds. Mr. Adams stated he is wor	king with Synovus for private	placement, since they
589	are the CDD's bank and the CDD has inves	tments with Synovus. Mr. Ad	ams stated that he will
590	send the fees to the Board when he receive	es them.	
591	Item 6: Mr. Pires stated he include	ed the Amaranda Easement	Use Agreement in the
592	agenda, but he wants to table it to the nex	t meeting. Ms. Viegas had ed	its and the attorney for
593	Amaranda also had additional input. Pulte	e agreed to pay for the engi	neering and attorneys'
594	fees, which have increased over the past we	eek.	
595	Item 16: Ms. Viegas stated the am	nount must be changed due	to the updated Lykins

proposal.

	FIDDI	LER'S CREEK CDD #2	DRAFT	October 22, 2025
598 599	SEVE	NTEENTH ORDER OF BUSINESS	Staff Reports	
600	A.	District Counsel: Woodward, F	Pires and Lombardo, P.A.	
601		Mr. Pires stated that the de	eadline to file Form 1 for 20	024, which must be done
602	electr	ronically, was June 30, 2025.		
603		• Consideration of Limit	ted Easement and Right of \	Way Use Agreement with
604		Amaranda Village Asso	ociation, Inc	
605		This item was addressed during	g the Sixteenth Order of Busine	ess.
606		Report on Collier Co.	unty Planning Commission/C	onsideration of Proposed
607		Greenway-Fritchey RPI	UD	
608		Mr. Pires said he attended the	e Collier County Planning Comr	mission hearing on October
609	16, 20	025 to change the Residential Pla	anned Unit Development (RPU	D). They should make a fair
610	share	contribution for the traffic sign	nal due to the project. Mr. Pir	res stated the traffic signal
611	mast	arm must be removed and reinst	talled to build the project.	
612		The Board directed Mr. Pires,	Mr. Miller, and CDD #1 Chair Jo	oe Schmitt to attend future
613	heari	ngs and raise the fair share contr	ibution.	
614	В.	District Manager: Wrathell, Hu	unt and Associates, LLC	
615		NEXT MEETING DATE: I	November 5, 2025 at 10:00 AN	1
616 617		On MOTION by Ms. Viegas a canceling the November 5, 202	-	n, with all in favor,
618				
619 620		O QUORUM CHEC	:K	
621		All Board Members confirmed	their attendance at the Decem	ber 10, 2025 meeting.
622	c.	Operations Manager: Wrathel	l, Hunt and Associates, LLC	
623		The Operations Report was inc	cluded for informational purpos	ses.
624				
625 626	EIGH <sup>-</sup>	TEENTH ORDER OF BUSINESS	Supervisors' Con	nments
627		There were no Supervisors' co	omments.	
628				
629 630	NINE	TEENTH ORDER OF BUSINESS	Adjournment	
631		The meeting adjourned at 12:0	)() n m	

	FIDDLER'S CREEK CDD #2	DRAFT	October 22, 2025
632			
633			
634			
635			
636	Secretary/Assistant Secretary	Chair/Vice Cha	air

## ACTION/AGENDA ITEMS

### FIDDLER'S CREEK CDD #2

#	MTG DATE ADDED TO LIST	ACTION/ AGENDA Or BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	08.25.21	вотн	Staff: Assessment Increases: Each year, include Mailed & Public Notices	Х			
		DOTIL	as an agenda item for Board review & editing before mailing.	V			
2	05.31.23	BOTH	Auditor: Provide DRAFT AUDIT for early review in May 2026.	X			
3	01.24.24	ACTION	Staff: Email all Agreements/Contracts to BOS 1 week before meeting.	Х			
4	06.26.24	вотн	Mr. Adams: Revisit Refinancing of Bonds in mid-2025. <b>06.25.25</b> : Request proposals for refinancing three eligible bonds.	Х			
5	01.22.25	ACTION	Mr. Cole: Follow up on traffic signal funds from 7-ELEVEN developer. Bowman is planner for rezoning those projects, not the Engineer that designed them or did the FDPs. Follow up to send Developers the updated amounts to contribute.	Х			
6	01.22.25	вотн	Mr. Pires: Send warning letter to Pulte & Amaranda of need for CDD consent for repairs. Send letter to Aqua-Matics of what needs to be done: Amaranda & Pulte unauthorized pipeline. Mr. Pires: Easement agrmt necessary. Per Aqua-Matics, work was done but will do what CDD needs. 3/26/25: Mr. Pires: Send another letter. Put on April Agenda. 04.23.25: Mr. Pires: Send docs to Pulte & Associations directly. 05.28.25: Mr. Pires: Prepare & send Esmt Use Agmt to Assn. w/a stmt of expense for Mr. Cole's and Pires' exp to be paid by Pulte or the Assn.	Х			
7	03.26.25	ACTION	Mr. Cole: Follow up w/ Laurie Beard re: County wants 7-ELEVEN pmt. <b>04.23.25:</b> Mr. Cole: Send confirmation email to Ms. Beard. <b>05.28.25:</b> Mr. Pires: Contact Mike Sawyer. <b>06.25.25:</b> Per Mr. Cole, Mr. Sawyer requested more info to approve the calculations.	х			
8	03.26.25	ACTION	Mr. Pires/Mrs. Adams: Analyze possible claim against Veneta fountain vendors. <b>05.28.25:</b> Mr. Pires: Decide if Architectural Fountains is liable for poor maintenance. <b>06.25.25:</b> Mr. Pires: Present pros/cons memo & cost benefit analysis of claim against previous vendor. Mrs. Adams: Schedule call with Mr. Pires, Mrs. Adams & Mr. Engler.			X after 10.22.25 mtg	
9	04.23.25	ACTION	Mr. Cole: When confirmation of Mr. Trebilcock's numbers is received from County, send annual reminder letter from Bowman to Greenway and cc County regarding its fair share contribution.	Х			
10	05.28.25	ACTION	Staff: Notify Board in advance of emergency expenditures.	Х			
11	06.25.25	ACTION	Staff: Upon receipt, email BOS of payments from Developers, etc.	Х			
12	06.25.25	ACTION	Mr. Cole: Address drainage issues on Campanile Circle w/MRI.	X	Х		

### FIDDLER'S CREEK CDD #2

#	MTG DATE ADDED TO LIST	ACTION/ AGENDA Or BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
13	08.27.25	ACTION	Mr. Adams: Ask Mr. Wrathell to attend a future meeting via Zoom.	Х			
14	08.27.25	ACTION	Mr. Cole/Mr. Baker: Inspect wall along Museo Circle. Present proposal. <b>09.24.25:</b> Request 2 proposals, one w/wall repaired and replacement vegetation, and one w/wall removed and vegetation added.	Х			
15	08.27.25	ACTION	Mrs. Adams: Hold Lykins \$6,140 quote to replace faded street sign inserts until Florida Painters proposal is approved. <b>09.24.25</b> : Obtain revised quote to reflect deletions and items reviewed by Mr. Baker.	Х			
16	09.24.25	ACTION	Mr. Hennessey: Include year-over-year speeding violations & incident reports in monthly report.			X after 10.22.25 mtg	
17	09.24.25	ACTION	Mr. Adams: Email BOS & Mr. Pires a list of documents Statutorily required to be posted on CDD website.	Х			
18	09.24.25	ACTION	Pires/Engler: Develop detailed report w/ warranty info outlined.	X			
19	09.24.25	ACTION	Mr. Engler: Provide proposal for Oyster Harbor fountain.			X after 10.22.25 mtg	
20	09.24.25	ACTION	Staff: Review every Bowman invoice since traffic signal project started to determine what line items were charged.			X after 10.22.25 mtg	
21	10.22.25	ACTION	Mr. Adams: Present District Management's most recent internal review of District's internal controls to the Board, annually, per Policy.	Х			
22	10.22.25	ACTION	Mr. Adams: Email audit & mtg minutes to Bond Counsel.	Х			
23	10.22.25	ACTION	Mrs. Adams: Review proposals for Wall Bordering Museo Circle.			X after 10.22.25 mtg	
24	10.22.25	ACTION	Mrs. Adams: Provide running analysis of all fountain repairs, proposals & amounts to the Board.			X after 10.22.25 mtg	
25	10.22.25	ACTION	Mr. Adams: Provide spreadsheet & contracts so transaction detail, invoices & proposals can be reviewed.	Х			
26							
27							

### FIDDLER'S CREEK CDD #2

#	MTG DATE ADDED TO LIST	ACTION/ AGENDA Or BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	09.25.24	ACTION	Mr. Adams: Provide memo of the process or procedure to certify the assessment roll and the Fair and Reasonable definition.			X	09.24.25
2	01.22.25	ACTION	Mr. Adams: Check other "Due To" & "Due From" amounts on Balance Sheet for months for other Bonds. <b>04.23.25:</b> Check on \$1,974 to be transferred by Trustee.			X	09.24.25
3	02.26.25	вотн	Mr. Cole: Send list of Lykins temp signs on temp posts to be replaced, to Mr. Haak regarding Foundation responsibility to replace them. <b>05.28.25:</b> Mr. Haak agreed to put signs in 3 missing locations. Board must decide whether to budget for more signs. <b>06.25.25:</b> Submit proposal for permanent signs with location map for Board review.			Х	09.24.25
4	04.23.25	ACTION	Mr. Pires: Send letters to Amador residents re: Clusia they planted on CDD property. (Added back to List) <b>05.28.25:</b> Mr. Pires has revised GulfScapes proposal. Will not charge new owners; will be told that Clusia will be removed; previous owner liable for costs. <b>06.25.25:</b> Will be done in mid-July. Letters to the residents will be sent this week.			Х	09.24.25
5	04.23.25	ACTION	Mr. Adams: Keep checking for receipt of the check from Halvorsen. <b>06.25.25:</b> No deposit slip is posted to the system yet.			Х	09.24.25
6	07.23.25	ACTION	Mr. Adams: Research Hermes fund. Is it ICS accounts & is each one is fully insured.			х	09.24.25
7	07.23.25	ACTION	Mr. Haak: Send an e-blast advising residents not to go out the doors in front of Sports Desk; all areas are cordoned off for their protection.			DELETED	09.24.25
8	07.23.25	ACTION	Mrs. Adams: Provide requested transaction detail & 3 Bowman invoices charged to Roadway Services Capital Outlay Traffic Signal.			Х	09.24.25
9	07.23.25	ACTION	Mrs. Adams: Coordinate e-blast of BOS vacancy.			X	09.24.25
10	08.27.25	ACTION	Mr. Buck: Send as-built drawings from Collier County to Mrs. Adams.			X	09.24.25
11	09.24.25	ACTION	Mr. Adams: Provide Mr. Tomazin with the Internal Controls Policy.			X	10.22.25
12	05.31.23	вотн	Auditor: Provide DRAFT AUDIT for early review. <b>04.23.25</b> : Email DRAFT AUDIT to BOS as soon as ready <b>05.28.25</b> : Tell auditor BOS upset Audit not provided early. Need draft ASAP for review & for June agenda.			Х	10.22.25
13	09.24.25	ACTION	Mr. Adams: Ask Mr. Pinder to call in to the next Board mtg.			Х	10.22.25
14	07.23.25	ACTION	Mrs. Adams: Ask Auditor for discount as audit not provided timely. Send audio to Auditor. <b>09.24.25:</b> Invoice paid; no discount.			х	10.22.25

### STAFF REPORTS

# STAFF REPORTS A

### **Brendha Silva**

From: Anthony Pires <APires@wpl-legal.com>
Sent: Tuesday, December 2, 2025 2:45 PM

**To:** Cleo Adams; Daphne Gillyard; Gianna Denofrio

Cc: Chuck Adams; Terry Cole; John Baker; Aaron Haak; Mark Adamczyk

**Subject:** FW: Amaranda Village Association, Inc.

Attachments: Amaranda Specs.pdf; EASEMENT USE AGREEMENT AMARANDA VILLAGE ASSOCIATION

INC\_HOA edits app edits 10.21.25.docx

Cleo, et al. Please include the email below and these attachments in the meeting book for December 10, 2025; along with the attached revised agreement.

### Tony Pires

### Anthony P. Pires, Jr., B.C.S.



### **Partner Shareholder**

Woodward, Pires & Lombardo, P.A. 3200 North Tamiami Trail, Suite 200 Naples, Florida 34103 239-649-6555 Office Phone; 239-450-2474 Mobile Phone; 239-649-7342 Fax apires@wpl-legal.com





EST. 1971

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From: Mark Adamczyk <mark@adamczyklawfirm.com>

**Sent:** Friday, November 21, 2025 9:57 AM **To:** Anthony Pires <APires@wpl-legal.com>

Cc: Brittany Tollett <a href="mailto:structure">btollett@adamczyklawfirm.com</a>; Helen Diaz <a href="mailto:Helen@adamczyklawfirm.com">Helen@adamczyklawfirm.com</a>;

Subject: Amaranda Village Association, Inc.

### Hello Tony -

I wanted to circle back with you on the proposed Limited Easement and ROW Use Agreement with Amaranda Village.

The HOA still remains in a difficult position with this Agreement.

The main issue is section 3, which gives the District the right to demand removal, in its sole discretion, of the 3-inch main (irrigation water) line and PVC sleeve. That would create an expensive and complex problem for the HOA in the future.

To better explain the HOA's view on this, I have attached the original irrigation mainline plan prepared by Sunngrove (in 2017) for Pulte. I have also attached the plans used by Sunnygrove from October 2024 when the modification work was done.

The original plan shows that two connections were intended to be installed under the roadway to create a closed-loop system. Neither of these connections were installed (shown in red):

- 1. A connection from the west of Lot 55 to the west of Lot 43.
- 2. A connection from the HOA-owned parcel to the south of Lot 71 (Tract OS-3 on the Amaranda plat) across the road between Lots 53 and 54.

When the modification work was done by Sunnygrove in October 2024, that plan shows that only the second connection point was done. The issue, of course, is that the new 3-inch main line encroached in a minor fashion into Tract L-85-D (District stormwater lake tract) to the south of Lot 54, rather than going between Lots 53 and 54 as originally planned.

It appears to me that the PVC sleeve was always planned to traverse under Tract A-1 (District roadway tract).

The question we have – is there any practical need for the District's unilateral removal rights in section 3 of the Agreement? In considering this question, the HOA is requesting the District Board to consider the following:

- a. The 3-inch main line and PVC sleeve were already originally planned to traverse under Tract A-1 in 2 different locations. The only difference in the modification is that PVC sleeve under Tract A-1 looks to be longer in length because the location of the new 3-inch main line was moved to the south to go around Lot 54 and through Tract L-85-D.
- b. There appears to be a minor encroachment into Tract L-85-D for the new 3-inch main line, which was not originally planned. My review of the plat (Fiddler's Creek Phase 5, Aviamar Unit Two) shows that this tract is dedicated as a stormwater lake parcel and subject to a drainage easement and lake maintenance easement. The question is the practical need in the Agreement to demand removal from this Tract for any reason.

The request from the HOA is that the Agreement creates an easement for the encroaching irrigation that is not subject to removal. If there needs to be some removal rights, would the District limit the language to an instance where the HOA's irrigation lines are creating an identifiable material risk or harm to the District's use and operation of Tracts A-1, L-85-D and PUE?

I can be available for a call or meeting to discuss further on Monday or Tuesday next week. Let me know if that would be preferable to exchanging additional emails on this matter.

Thank you, Tony

### MARK E. ADAMCZYK, Owner and Managing Partner

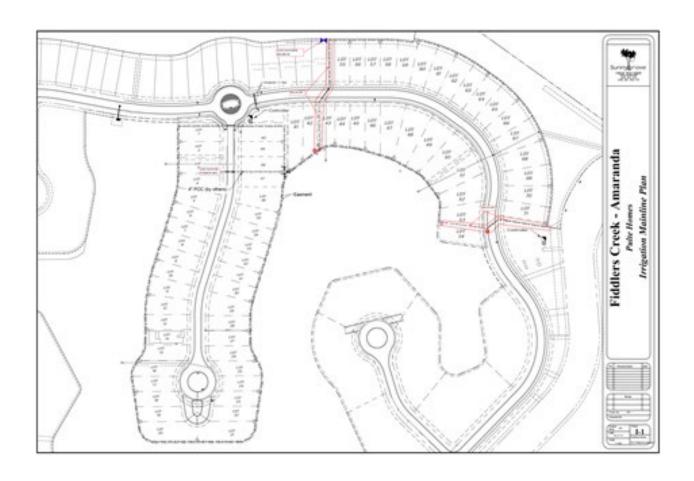
10641 Airport-Pulling Road, Suite 31, Naples, FL 34109 239-631-6199 office

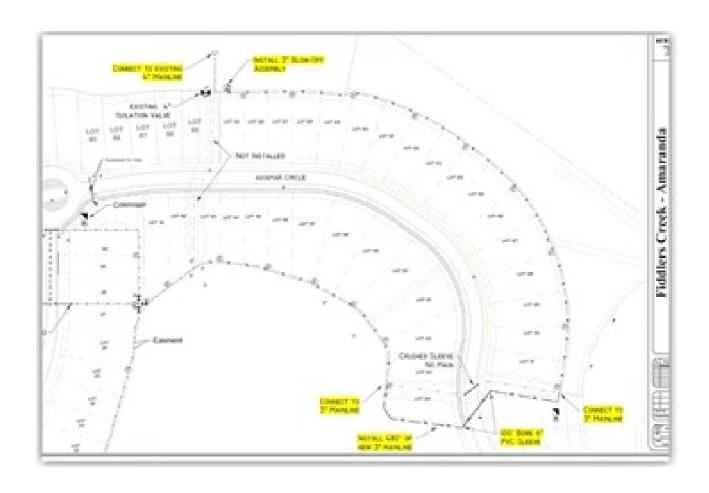


**Evidentiary Privilege**. To the extent that this message

is a communication to settle a claim, all evidentiary limitations on its use are hereby expressly made applicable to its contents.

**Collections Disclosure**. To the extent that this message is a communication to collect a debt, please be advised that any information obtained may be used for that purpose.





### LIMITED EASEMENT AND RIGHT OF WAY USE AGREEMENT

This LIMITED EASEMENT AND RIGHT OF WAY USE AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025 by and between Amaranda Village Association, Inc., a Florida Not For Profit corporation, with an address of 4670 Cardinal way, Ste. 302, Naples, FL, 34112 ("User") and Fiddler's Creek Community Development District #2, a Florida community development district established pursuant to Ch. 190, Florida Statutes ("District").

WHEREAS, by virtue of the plat of Fiddler's Creek Phase 5 Aviamar, recorded in Plat Book 48, Pages 86-93, Public Records, Collier County, Florida, various easements have been dedicated to the District as referenced in the Plat Dedications, including that certain Roadway Tract identified as Tract "A-1", dedicated to the District as a District Road Right-of-Way" ("Tract A-1") and Lake Tract L-85-D for drainage and stormwater management purposes ("Tract L-85-D"); and,

WHEREAS, by virtue of that certain Special Warranty Deed recorded at Official records Book 4948, Page 1839, Public Records, Collier County, Florida, the District is the fee simple title holder of the Tract "A-1"; and,

WHEREAS, by virtue of the plat of Amaranda at Fiddler's Creek, recorded in Plat Book 63, Pages 37-41, Public Records, Collier County, Florida, various easements have been dedicated to the District as referenced in the Plat Dedications including a non-exclusive public utility easement ("P.U.E."); and

WHEREAS, User has previously, without the prior concern or the developer of Amaranda at Fiddler's Creek User's homeowners association has previously and without approval of the District, constructed and installed a three inch (3") diameter irrigation water line approximately 480 feet in length, with a six inch (6") PVC Sleeve approximately 100 feet in length (the "Encroachment") under and in portions of Tract A-1, Tract L-85-D and the P.U.E., as described and identified in the areas depicted on the attached **Exhibit** "A" (the "Encroachment Area"); and,

WHEREAS, the District has no present objection to the Encroachment within the Encroachment Area, provided that User agrees to and abides strictly by the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises, the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, User hereby agrees as follows:

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- 1. The above recitals are true and correct and are incorporated herein.
- 2. User agrees to waive any claim of damage to the Encroachment arising out of the District's reasonable use, ownership, operation of Tract A-1, Tract L-85-D, the P.U.E, and the Encroachment Area, including construction, reconstruction, maintenance activities within Tract A-1, Tract L-85-D, the P.U.E, and the Encroachment Area, whether such damage is intentional or unintentional.
- 3. The District agrees that until otherwise notified, User may continue the use and necessary maintenance of Encroachment within the Encroachment Area, if User delivers written notice to District of any proposed maintenance not less than ten (10) calendar days in advance (unless a bona fide emergency exists), and in all events be subject to the District's reasonable review and approval. Provided however, the District retains the right, in its sole and reasonable discretion, to demand by written demand that the Encroachment be removed from Tract A-1, Tract L-85-D, the P.U.E, and the Encroachment Area, which User shall do at their sole cost and expense within a time frame outlined in 180 days of receipt of such demand. Prior to demanding any removal, the District shall demonstrate to User that the Encroachment and Encroachment Area are unreasonably interfering with the District's own use and property rights in the Encroachment Area. Further, in the event of such removal by User, the District agrees to take steps reasonably necessary to minimize unreasonable cost or disruption to User and the Encroachment.
- No other construction or installation shall take place in said Encroachment Area.
- District entering into this Agreement and permitting the Encroachment to remain as provided herein, that hereby releases, indemnifies and holds the District harmless from and against any and all obligations, claims, liabilities, losses, costs, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of or relating to the Encroachment and the use of the Encroachment Area use of the Encroachment Area—by the User, its respective contractors, agents, employees or invitees, from—the date of the installation and construction the Encroachment and at any time while the Encroachment remains within the Encroachment Area. Further, User, for itself, its grantees, successors and assigns agree(s) to release and hold the District harmless from and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of Tract A-1, Tract L-85-D, the P.U.E, and the Encroachment Area by the District, including but not limited to, from damage which may occur to the Encroachment during the normal

Commented [AP2]: Addition rejected

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Commented [AP3]: Deletion rejected

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· · · · · · · · · · · · · · · · · · ·	on, reconstruction, repair and/or replacement, as 0, the P.U.E, and the Encroachment Area and/or the	
	ure, which may now or in the future be located within	
	E, or the Encroachment Area. The indemnifications	Formatted: Highlight
	expiration or termination of this Agreement.	romatica. mgmgm
	-	Formatted: Strikethrough
6. This Agreement shall o	only operate to acknowledge the Encroachment and	· · · · · · · · · · · · · · · · · · ·
to allow for its continued functional	ity while in the Encroachment Area, and shall not	
operate as an admission of fault or li	ability by User with respect to the Encroachment or	
any other matter.	0'7	Commented [AP9]: Addition deleted
<u>7</u> 6. This Agreement shall	be recorded at the User's expense in the Official	
Records of Collier County, Florida,	and shall be a covenant running with the land and	
shall be binding upon the heirs,	personal representatives, grantees, assigns and	
successors.		
	the parties hereto have executed this LIMITED	
EASEMENT AND RIGHT OF WAY L	JSE AGREEMENT as of the date first above written.	
WITNESSES:	USER: AMARANDA VILLAGE ASSOCIATION	
WITNESSES.	INC.	
	mo.	
(Signature)	Printed Name:	
Print Name:		
(Signature)	Printed Name:	
Print Name:		
STATE OF		
COUNTY OF		
	acknowledged before me, by means of ( ) physical	
presence or ( ) online notariza	tion, of this day of, 202_, by ( ) personally known to me or ( ) has produced	
WIIO IS	as identification.	

	Notary Public/State of Florida
	Name:My Commission expires:
ATTEST  (Signature) Print Name: Secy/Asst. Secy	FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2  By:
presence or ( ) online notarization.	wledged before me, by means of ( ) physica of this day of, 202_, by of the Fiddler's Creek Community conally known to me or ( ) has produced
Development District #2 who is ( ) pers	ntification.
	Notary Public/State of Florida
	Name: My Commission expires:
	wy Commission expires:



### WOODWARD, PIRES & LOMBARDO, P.A.

ATTORNEYS AT LAW

Anthony P. Pires, Jr.

Respond to the Naples Office:

3200 Tamiami Trail North, Suite 200

Naples, FL 34103 Phone: 239-649-6555 Facsimile: 239-649-7342 E-Mail: apires@wpl-Legal.com

### MEMORANDUM

Date: November 18, 2025

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

WPL File No. 14864

From: Anthony P. Pires, Jr., Esq., District Counsel
Re: Florida Ethics Training Requirements (Updated)

Pursuant to Section 112.3142, *Florida Statutes*, all Supervisors of a community development district (an independent special district) established pursuant to Chapter 190, *Florida Statutes*, are required to complete four (4) hours of ethics training each calendar year, occurring between January 1 and December 31 of each and every year and by no later than 12/31/2025 for calendar year 2025, which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of the State of Florida ("Ethics Training"). This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required subject matter is covered by such class, seminar, or presentation.

A training program composed of two hours on the subject of either the Code of Ethics for Public Officers and Employees or Article II, Section 8, Florida Constitution, then one hour of open meetings, and one hour of public records, would satisfy the four-hour training requirement imposed by Section 112.3142, Florida Statutes<sup>1</sup>. The four (4) hours of Ethics Training shall be allocated among the following categories: two (2) hours of ethics law, one (1) hour of Sunshine law, and one (1) hour of Public Records law. Supervisors will report their 2025 training when they fill out their Form 1 (Statement of Financial Interests) for the 2026 year by checking a box confirming that they have completed the annual Ethics Training.

The Ethics Training may be completed online, or at a continuing legal education class or other continuing professional education class, seminar, or presentation, provided the required subject matter is covered. It is highly recommended that you keep a record of all trainings, classes, seminars, and/or presentations completed or attended which are used to satisfy the Ethics Training requirements. This record may include date and time of completion. At this time, there is no requirement to submit a certificate of completion of the Ethics Training. However, the Florida Commission on Ethics ("COE") advises that Supervisors maintain a record in the event they are asked to provide proof of completion of the Ethics Training. Please note that the four (4) hours of the Ethics Training do not have to be completed all at once.

<sup>&</sup>lt;sup>1</sup> See CEO 13-24 - December 18, 2013.

The COE has compiled a list of resources on their website, a link to which can be found below. We recommend that you review the COE website. The COE website has several free online resources and links to resources that Supervisors might find helpful, including free training for the two (2) hour ethics portion and links to outside trainings which can be used to satisfy the other categories of the Ethics Training. For your convenience, links to the trainings provided by the COE and other outside trainings are listed below.

### 1. General Resource: Florida Commission on Ethics

https://ethics.state.fl.us/Training/Training.aspx

### 2. Free Training Programs:

- a. Ethics law The COE provides several free training videos (audio/visual or audio only) covering specific ethics law topics. Please note that two "hours" in the category of ethics law are required annually. Pursuant to CEO 13-15, "hours" may be measured in fifty (50) minute increments so you should ensure you satisfactorily complete sufficient programs to satisfy the two-hour ethics requirement if choosing a combination of training videos listed below.
  - State Ethics Laws for Constitutional Officers & Elected Municipal Officers <a href="https://www.youtube.com/watch?v=U8JktIMKzyl">https://www.youtube.com/watch?v=U8JktIMKzyl</a>
  - Business and Employment Conflicts and Post-Public-Service Restriction <a href="https://ethics.state.fl.us/Documents/Ethics/Images/Conflicta">https://ethics.state.fl.us/Documents/Ethics/Images/Conflicta</a> ndPost2017.mp4
  - Financial Disclosure Form 1 https://www.youtube.com/watch?v=iriTlx7VFbg
  - Gifts <u>https://ethics.state.fl.us/Documents/Ethics/Images/2017Gifts.mp4</u>
  - Voting Conflicts Local Officers
     https://ethics.state.fl.us/Documents/Ethics/Images/VotingConLocalOfficers2017.mp4
- b. Sunshine law and Public Records law The Office of the Attorney General offers a free two-hour online course (audio only) which satisfies both the onehour Sunshine law and one-hour Public Records law portions of the annual training requirement.
  - https://www.myfloridalegal.com/open-government/training
- c. Ethics law, Sunshine law, and Public Records law The Florida League of Cities offers a free four-hour online course which satisfies the annual requirement to attend two hours of ethics law, one hour of Sunshine law, and one hour of Public Records law. The course is available online 24/7 and may be paused and resumed at your convenience. Registration is required for this class; however, there is no registration fee.

### https://www.flcities.com/ethics/

### 3. Other Training Programs

- a. Florida State University's Florida Institute of Government offers a "4-Hour Ethics Course" which satisfies the annual requirement to attend two hours of ethics law, one hour of Sunshine law, and one hour of Public Records law. The course is available online 24/7 and may be paused and resumed at your convenience. The registration fee is \$79.00.
  - https://iog.fsu.edu/online-ethics
- Other training options will likely be added over time by other education organizations.

If you have any questions regarding this law or need any additional assistance with locating resources or classes to satisfy any portion of the Ethics Training, please contact the District Manager, or myself.

# STAFF REPORTS B

### **BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE**

### **LOCATION**

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2025	Regular Meeting	10:00 AM
November 5, 2025* CANCELED	Regular Meeting	10:00 AM
December 10, 2025**	Regular Meeting	10:00 AM
January 28, 2026	Regular Meeting	10:00 AM
February 25, 2026	Regular Meeting	10:00 AM
March 25, 2026	Regular Meeting	10:00 AM
April 22, 2026	Regular Meeting	10:00 AM
May 27, 2026	Regular Meeting	10:00 AM
Wildy 27, 2020	Presentation of FY2027 Proposed Budget	10.00 AW
June 24, 2026	Regular Meeting	10:00 AM
July 22, 2026	Regular Meeting	10:00 AM
August 26, 2026	Public Hearing & Regular Meeting  Adoption of FY2027 Budget	10:00 AM
September 23, 2026	Regular Meeting	10:00 AM

### **Exceptions**

<sup>\*</sup>November meeting date is three (3) weeks earlier to accommodate Thanksgiving holiday.

<sup>\*\*</sup>December meeting date is two (2) weeks earlier to accommodate Christmas holiday.

### STAFF REPORTS C



### Wrathell, Hunt and Associates, LLC

TO: Fiddlers Creek CDD #2 Board of Supervisors

FROM: Cleo Adams – District Manager

DATE: December 10, 2025

SUBJECT: Monthly Status Report – Field Operations

<u>Fountain Repairs:</u> Updates to be provided by Crystal WaterScapes during Wednesday's meeting.

<u>Venetta Fountain:</u> Required bulb replacements – total of 116 - \$3,490.00 and executed on November 18<sup>th</sup>. Raising/adjusting the jets was additionally requested.

**Oyster Harbor Fountain:** Required repairs: drain and clean fountain basin, repair broken jet lines in the basins and replace chemicals - \$2,700.00.

<u>Perimeter Fencing/Museo:</u> As previously discussed, there are sections of fence that requires repairs adjacent to 9283 and 9287 Museo Circle. This is an agenda item for Board discussion/consideration.

<u>Faded Sign Inserts:</u> As discussed, and approved during your August meeting, Lykins Signtek \$6,140.00; Superviosor Viegas requested that the Board revisit as she conducted a field review and recognized additional sign inserts that need to be replaced. This is an agenda item for board discussion and has been provided to District Engineer John Baker for follow-up.

<u>Note:</u> This project will not be scheduled until painting of all decorative signs and street lamp projects have been completed.

<u>Decorative Signs/Street Lamps Painting Projects</u>: Approved by the Board during the October meeting at a not to exceed cost of \$81K. This project is scheduled to commence on December 15<sup>th</sup>.

<u>Irrigation Management Agreement:</u> The agreement with the District is set to expire on December 31<sup>st</sup>. Staff has contacted the Fiddlers Creek Foundation for a renewal agreement and will be provided to the Board for consideration during the January meeting.

**<u>Pine Straw Application:</u>** Project commenced on Monday, December 1<sup>st</sup>.

<u>Holiday Lighting:</u> Holiday lights were turned on, November 18<sup>th</sup>. They will be removed during the month of January. The current contract is set to expire on January 31, 2026. Staff has reached out to Trimmers for a proposal and a request that they hold their fees for an additional three years - \$3K annually.