

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

The Board of Supervisors of the Fiddler’s Creek Community Development District #2 held a Regular Meeting on February 25, 2026 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

**Present:**

Elliot Miller	Chair
Linda Viegas	Vice Chair
William Tomazin Jr. (via phone)	Assistant Secretary
Scott Spitzer	Assistant Secretary
John Nuzzo (via phone)	Assistant Secretary

**Also present:**

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires (via phone )	District Counsel
John Baker III	District Engineer
Ryan Hennessey	Fiddler’s Creek Director of Community Services
Joe Parisi	Developer’s Representative
Jeff DeFranco	Fiddler’s Creek General Manager
Jody Benet	Fiddler’s Creek Irrigation Manager
Mike Barrow	GulfScapes Landscape Management (GulfScapes)
Robert Engler	Crystal Waterscapes
Matt Hall	Hines Inc.
Mike Warren	Hines Inc.

**Residents present:**

Michael Burke	Bob Lynch	Marilyn Witcher	Artie Hein
---------------	-----------	-----------------	------------

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 10:02 a.m.

Supervisors Miller, Viegas and Spitzer were present. Supervisors Tomazin and Nuzzo attended via telephone.

<p><b>On MOTION by Mr. Miller and seconded by Mr. Spitzer, with all in favor, authorizing Mr. Tomazin’s and Mr. Nuzzo’s attendance and full participation, via telephone, due to exceptional circumstances, was approved.</b></p>
---

**SECOND ORDER OF BUSINESS**

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

Resident Bob Lynch read his report about the Veneta fountain. He voiced his opinion that the water is clear and that the chemicals are in balance, except for total alkalinity at 40 parts per million (ppm) with an in-spec range of 80 to 120 ppm and calcium hardness at 150 ppm with an in-spec range of 200 to 400 ppm. Assuming 40,000 gallons, he thinks the fountain needs about 30 pounds of both sodium bicarbonate and calcium chloride to bring the levels to in-spec range. He stated he is comparing the fountain water quality to pool water quality. Regarding the comparison, Mrs. Adams noted that the fountain is a water feature, not a pool.

Mr. Lynch believes the neighborhood wants the fountain to be operational from 7:00 a.m. to 11:00 p.m. Ms. Viegas and Mr. Miller asked how many people made the request. Mr. Lynch stated 12. It was noted that there are hundreds of residents in Veneta.

Mrs. Adams stated all fountains have been on from 8:00 a.m. until 10:00 p.m., for years. Mr. Lynch thinks residents are missing out on the beauty of the fountain by starting it so late and shutting it down so early. He stated the upper basin lights that were fixed last week were out again last night and the west quadrant lights are still half out. He thinks the D pump remains down, which diminishes the upper basin jet effect and the extra flow of water over the stair step feature. He opined that the fountain was designed to operate on all pumps, and he feels that it should be put back in full operating condition. In his opinion, the idea that the D pump is not needed is unacceptable.

**THIRD ORDER OF BUSINESS**

**Update: Superior Waterway Services, Inc. Treatment Report**

The January 2026 Lake Treatment Report was included for informational purposes.

Ms. Viegas read from the Report: "Due to low water and cold weather we are starting to see damage in the littorals, this is normal. I would expect the majority of this to recover/grow as the water comes up in the spring." She would like Mr. Nott to keep the CDD updated regarding the level of damage and if his expectations change about the recovery.

Mr. Miller asked what damage is being seen. Mrs. Adams stated that damage is due to frost; everything will recover.

Mr. Tomazin stated, if the damages continue, he would like Mr. Nott to attend the next meeting. Mrs. Adams will ask Mr. Nott to attend.

Mr. Spitzer asked for a map showing the locations of all lakes. Mr. Adams stated that it is posted on the CDD #2 website; the GIS System is currently down for maintenance.

▪ **Update/ Fountains: Crystal WaterScapes (Robert Engler)**

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

Mr. Engler stated the scope of work for the Aviamar fountain is complete; everything has been running fine for one month. As noted at the last meeting, water is bubbling up from the discharge line going to rings 1 and 3, on the side of the fountain where the equipment is located. The area they need to dig up to find the leak is 2' too deep to dig by hand so equipment must be brought in. Exploratory hand digging led to the discovery of broken Coquina stone under the area. The fountain is still operational, and the jets still go up and down. He contacted the original builder of the fountain to find out if the jets are supposed to go up and down. Mrs. Adams stated the specs she has have nothing about the jets.

Ms. Viegas asked if the leak is impacting the jets. She recalled asking last month if the jets ever go down to nothing and Mr. Engler stated that they do not; however, now it seems like a number of them do. Mr. Engler stated the leak would impact that. Ms. Viegas asked if the leak impacts the fullness of each jet. She recalled bringing a photo last month of what it used to look like. Mr. Engler replied no, the jets are as full as they will be. Ms. Viegas asked if the pumps are running at full capacity when the jets are at their highest. Mr. Engler stated he will know more when the leak is fixed. For approximately \$1,000, he can add some cascade jets to make it look fuller. Mr. Engler was asked to submit a proposal. Ms. Viegas noted the proposal would be considered after the leak is repaired so the fountain fullness can be reviewed.

**On MOTION by Ms. Viegas and seconded by Mr. Spitzer, with all in favor, Crystal Waterscapes Invoice CDD2 #260212 for Aviamar fountain discovery to find and fix the leak, in a not-to-exceed amount of \$7,000, was approved.**

• **Consideration of Proposal to Replace 5 Bulbs**

Mr. Engler stated this is related to light fixture replacements. He estimated about \$100 for each refurbished fixture, including installation. A proposal will be submitted.

Mrs. Adams distributed and presented two proposals for the Oyster Harbor fountain.

Ms. Viegas noted an error in one of the proposals distributed, which is Option 1 for the Oyster Harbor pump/motor replacement; the total is \$7,394 not \$7,594.

Mr. Spitzer asked about the pump ordered last month that was to be delivered. Mr. Engler stated it was installed, and it will be connected today.

Mr. Engler presented the Option 1 and Option 2 proposals for the Oyster Harbor pump/motor replacement. The original pumps are in a vault. There are three pumps and only one is running; the pumps are fighting each other, so they keep burning out. It seems two pumps were replaced four or five years ago. Mrs. Adams stated the warranty is only one year.

Mr. Engler stated Option 1 is \$7,394 to replace the motor on the bad pump. Option 2 is \$46,140 to install a single pump that will run the entire fountain as it should.

Mr. Miller asked if the fountain would have a different appearance if the lower priced option is selected. Mr. Engler stated it would look the same as when it was installed.

Mr. Miller supports the less expensive Option 1 solution. Mr. Spitzer voiced his belief that Option 2 will keep the pumps from burning out again. In response to Mr. Miller's question, Mr. Engler stated that the less expensive Option 1 uses more electricity than Option 2 due to the cost of running three separate pumps that are fighting each other and working harder to create less. Mr. Spitzer noted that the problem has persisted for a long time. He supports spending the money on proper repairs as the CDD has tried to do for the other fountains. Mr. Nuzzo noted the high cost to run the Oyster Harbor fountain. He recalled that the box was flooded years ago and stated it seems it was not fixed correctly. He supports fixing it. Ms. Viegas asked about a warranty. Mr. Engler stated the warranty covers one year from startup.

**On MOTION by Mr. Miller and seconded by Mr. Spitzer, with all in favor, Crystal Waterscapes Proposal for Oyster Harbor pump replacement, Option 2, in the amount of \$46,140, was approved.**

Ms. Viegas asked Mr. Engler if he is fixing the Veneta fountain lights that Mr. Lynch indicated are out. Mr. Engler will look at them today; he fixed them once so perhaps something burned out.

- **Aviamar Fountain Specs Review**

Mrs. Adams stated that she reviewed the specs for the Aviamar Fountain but, as they did not detail anything about the jets, she could not confirm whether the jets are supposed to go up and down. Mr. Engler was asked to continue trying to obtain the specs from the original fountain builder.

Mr. Hennessey presented the PowerPoint and reported the following:

- Concerns related to irrigation and pressure washing, etc., can be emailed to [Irrigation@Fiddlerscreek.com](mailto:Irrigation@Fiddlerscreek.com) and [Pressurewashing@Fiddlerscreek.com](mailto:Pressurewashing@Fiddlerscreek.com) for staff response.
- Tree Canopy Trimming: Juniper finished trimming the palms and hardwoods around the Veneta perimeter. Palms at the end of all cul-de-sacs were trimmed of coconuts. Sandpiper Drive palms were started.

Mr. Miller asked how often the palms need to be trimmed. Mr. Hennessey stated the fruited palms are trimmed twice a year; other palms are trimmed once a year.

**A. Irrigation and Pressure Washing Efforts**

- Precipitation Data: In January 2026, average rainfall was .31", compared to .23" in January 2025. The current dry season is the worst drought in the past five years. According to Collier County, from October 2025 through January 2026, only 4.3" of rain was received, compared to 12.6" during the same time period last year.
- The Lake 88 height was 1.4' last week and this week it is 1.25'. 1' is the warning height and .5' is the emergency level.
- Yearly Rainfall Totals: 54.76" was received in 2025, 2' less than the 78.93" received in 2024.
- Irrigation Projected Usage: The villages had no rain holds, and the common areas had one rain hold due to the lack of rain. Mr. Benet is dialing down the amount of irrigation to 60% to 65% by reducing the number of minutes it runs each scheduled day.
- Pump Station Usage: Total water usage in January 2026 was 52,167,080 gallons and January 2025 usage was 48,199,045 gallons, a difference of almost 4 million gallons.
- Irrigation Report: There were no major communication failures this month. There were no charges to CDD #2.
- Pressure Washing: Crews finished Fiddler's Creek Parkway, Oyster Harbor, Mulberry Row and Club Center Boulevard and are now on Cherry Oaks Trail and Cranberry Crossing and will proceed to Sandpiper Drive. The map was updated.

**B. Security and Safety Update**

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](mailto:safety@fiddlerscreek.com).
- Occupancy Report: Overall, the average weekly occupancy went from 1,664 in December to 2,224 in January, a 34% increase.
- Gatehouses and Patrols: Sandpiper, Championship, and the Main gatehouses are operational 24/7. There are two patrols per shift; generally, one in CDD #1 and one in CDD #2.
- The stationary visitor pass scanner at the Championship gate was removed as it was holding up the lines because many did not know how to put the pass in the scanner. Gate officers use the portable scanner now and the line moves much faster.
- The Comcast trailer with a large spool of wire that was mentioned at CDD #1's January meeting was removed.
- Gatehouse activity increased from 72,333 in December to 100,363 in January, a 39% increase.
- Incidents: Most incidents stayed the same compared to December. Open garage doors more than tripled and parking incidents increased from 12 to 63.
- Speed Detection and Enforcement: The portable speed detection device was in use in problem areas. 13 Traffic Hawk violations occurred in January. First-time offenders accounted for 12 out of 13 violations; written warnings were issued. One was referred to the Fining Committee. 85% are first offenders and an 85% compliance rate indicates few repeat offenders.

Ms. Viegas asked what the problem was on Marsh Cove. Mr. Hennessey stated that speeding golfers was the issue.

- Per the Collier County Sheriff's Office (CCSO), in January there were 45 extra patrols, 25 medical calls, 14 accidental calls to 911 (hang-ups), 13 traffic stops, 13 alarm calls and four reports of a suspicious person or vehicle.

Mr. Miller asked about the suspicious persons or vehicles reports. Mr. Hennessey stated they are the typical calls to 911 if a resident sees a suspicious person or vehicle. Mr. Miller asked if they are almost always benign. Mr. Hennessey responded affirmatively.

Mr. Spitzer referred to one of the statistics in the 2025 Traffic Control Agreement. He raised a question with Mr. Parisi, Mr. Pires and Mrs. Adams regarding the indemnity section for

the Sheriff's officers and others. He understands the indemnity and asked if the CDD's insurance was amended to include the roles listed in the Agreement and, if so, how much coverage the CDD has and if it is sufficient.

Mr. Miller asked if the CDD can even acquire that insurance. He asked if any other jurisdictions have this kind of insurance. Mr. Adams stated the Sheriff's Department requires a Certificate of Insurance (COI) naming them as an additional named insured. He will check the insurance policy. Additional insured covered parties do not typically look at the policy, as they receive the COI.

Mr. Pires stated that Florida Statute provides for a limited waiver of sovereign immunity. The Agreement also states that, "to the extent provided by Florida law and without extending, enlarging or waiving the limited waiver of sovereign immunity, we agree to hold them harmless." Meaning, under Florida law, the limited waiver of sovereign immunity provides that, in tort actions, the CDD's maximum exposure is \$200,000 for any claim or judgment per person, and \$300,000 in aggregate.

Mr. Pires stated he asked Mr. Adams for the insurance policy; he will discuss this with the Board in the future.

▪ **Developer's Report/Update**

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

Mr. Parisi reported the following:

- Dorado Building 13 construction is ongoing and is expected to be finished in November.
- Mussorie Drainage: Regarding questions raised at the last meeting, Mr. Parisi stated he sent a letter to affected homeowners, the District Engineer and requested District Management distribute it to the Board. The letter identified the area, the plans, if it matches the County Letter, etc.

Mr. Parisi noted that Mr. Baker helped with this issue. He has asked for identification of the heights of the structures. These will be measured and recorded today.

Mr. Parisi discussed the plans and the MRI Report. He noted the following:

- The only structures that were cleaned by MRI were further down the street away from the clog; none involved with the flooding were cleaned. While MRI identified one structure with a 25% clog, after inspecting the structures on Mussorie Court and Campanile and finding that one had a 25% clog, MRI did not clean that structure.

➤ Former County Engineer Jack McKenna assisted and could not find the structure with a rod because it was completely covered by debris. The line likely has 20% to 25% debris in it.

Mr. Baker stated that the cleaning done by MRI was to the pipes, and the ROV work was done to the pipes. The structures along the way were included. They found a structure that did not match the plans, so they ended their efforts and are waiting for further direction from the Board. He recommends engagement of MRI or another company to clean out the two structures that were found and to uncover the one that is buried completely under the littorals in the marsh. MRI identified the pipes; 25% is at the high end of pipe obstruction for which cleaning is recommended; however, that blockage amount is not enough to restrict the flow and cause the flooding that was observed in Campanile and Mussorie. The flooding is because of a large amount of sediment in the two inlets that are intended to act as bubble-up structures for the street. Asked who would cure that issue, Mr. Baker stated that MRI could clean the structures. During the initial study, MRI found the structures using a camera; they provided the report on the pipes and indicated what was found and not found in the structures.

➤ Mr. Parisi stated, at the time of construction, the County required the water from the street go through littorals for water quality treatment before entering the lakes, which is why the bubble-up structures are there. Issues have arisen with the banks around the lakes. Issues with geotubes occurred as the lake banks have stretched and eroded due to wind, water and rain, and problems occur if the structures are not managed. The littorals moved and ended up over the bubble-up structures. He stated Mr. Baker might recommend installing riprap to keep dirt from going in. He noted that the CDD needs a process to clean the structures regularly.

➤ Mr. Parisi stated the devices should be visually inspected once a year and cleaned out before the rainy season.

➤ Developing a maintenance matrix was suggested for all the structures, including visual inspections, to ensure they remain clear. Vacuuming out might be done every two years.

➤ It was agreed that an annual drainage inspection is needed before the rainy season.

**Mr. Pires left the meeting.**

**On MOTION by Mr. Miller and seconded by Mr. Spitzer, with all in favor, scheduling an annual drainage inspection before the rainy season, was approved.**

Ms. Viegas asked why inspections had not been done. Mr. Cole stated the CDD did not have the plans and was not aware of the bubble-up structures. Mr. Parisi disagreed and stated

the plans were available and the CDD took over these lakes in 2013. At that time, Mussorie was supposed to be multi-family residences. Later in 2013, the property was sold to Taylor Morrison, who revised the plans to be single-family residences. He discussed the history of the changes that were made.

Mr. Baker stated the 2014 plans with Taylor Morrison's changes identified the bubble-up structures, but it was all identified as existing drainage. His understanding is that, from 2005 until about 2013 when the lakes were transferred to the CDD, those structures were in place but not maintained. Mr. Parisi noted that the structures were initially visible; he is sure they were checked at the time and, going forward, they should be maintained.

Mr. Baker stated he asked about the structure heights because, in that set of plans, none of the existing structures or pipes have any associated rim or invert elevations. He believes that, somewhere between the two sets of plans, there are plans from which the contractor constructed the improvements, and that information is missing. Mr. Parisi stated that is correct, as the drawings show them as flared ends, but they are bubble up structures. He believes they are significantly lower than the street, and there is a big drop through which it should be draining. The improvements will be surveyed. Mr. Baker suggested MRI clean the structure out before the survey.

A report will be presented at the next meeting.

**FIFTH ORDER OF BUSINESS****Presentation of Hines Inc. Irrigation Project**

Mr. Parisi stated that Hines Inc. (Hines) is the owner of many entities the CDDs have worked with in recent years. The time has come to choose the correct system, obtain designs and determine which associations are having the most issues. The newer villages are already using the new system, which is Baseline, in Oyster Harbor and Dorado. Matt Hall, of Hines, will explain why the Baseline system was selected, and noted that CDD #1's Baseline system will be installed first, because its system is older. Mr. Parisi stated he will continue providing monthly reports. He noted that CDD #2 might want to do the roadways in conjunction with CDD #1.

Mr. Miller asked how long it will take for CDD #1 to be completed. Mr. Parisi stated it will take years, not months. As the project gets underway, processes will improve; bidding must be done for equipment and construction.

Mr. Hall introduced himself and his colleague, Mike Warren, Head of Engineering. He discussed the slide presentation included in the agenda, responded to questions and noted the following:

- Hines has a contract with The Foundation, not with the CDDs or the villages.
- The firm is 30 years old and has 42 employees with offices in 16 states; Orlando is the nearest.
- Hines works on projects of all sizes. They plan, design, and operate irrigation systems, including controllers and pump stations, and oversee construction, but do not install.
- Hines manages technology stacks, determines how much water is used, and determines which products are installed.
- There will be water cost savings and efficiency of labor.
- Regarding current irrigation controllers, it was determined that Fiddler's Creek has a lot of Toro equipment, along with other brands.
- Only 55% of the controllers are remote-capable and able to be operated remotely. There are approximately 90 controllers on property; remote operation is essential for conserving water and manpower.
- A common system can provide useful data and feedback for alarms, alerts and problems and dispatching maintenance personnel. Currently, 45% of the controllers stand alone.

Mr. Parisi stated CDD #2 does not have this problem. The single-family home villages in CDD #1 have their own irrigation systems on each lot installed during construction. Mr. Benet stated that the Taylor Morrison homes in Oyster Harbor in CDD #2 still have controllers that are not compatible with the central system. Mr. Hall stated nuances in every village will need to be addressed in strategic and different ways. Mr. Benet stated 9 Toro controllers in CDD #2 are not connecting to the central system.

Mr. Parisi stated that structural changes are not needed for those areas, unlike the areas in CDD #1, which require structural changes. It was noted that, because CDD #2 is newer, issues are easier to address.

- Aging infrastructure and components are less of an issue in CDD #2.
- Consistency in equipment is needed for efficiency in watering and maintenance. Standardizing across the entire development will result in easier maintenance, repairs and replacement when issues arise.

- Construction document packages and detailed specifications will allow contractors to provide competitive bids and a standard by which installations or upgrades can be judged or measured. Hines can supervise the bidding.
- Currently, there is no single resource documenting what has been installed in the ground. An integrated map can be developed utilizing existing GIS data; this would be readable, usable for planning purposes and used for future activities.

Regarding costs, Mr. Parisi stated design and management costs will be shared by all. Construction and implementation costs will be paid by the CDDs and villages based on their acreage. If landscape and hardscape were paid by units, it would not work because a multi-family village would have a lot of units, but much less acreage, so costs will be figured by acreage. The CDD has right of way acreage.

Mr. Hall stated that, where possible, Hines wants to research potential funding grants available from the South Florida Water Management District (SFWMD) to minimize cost.

- Hines has worked with every brand of central control systems. They noted that the CDDs already have a pilot program with Baseline. Hines has extensive experience working with Baseline, and are pleased with what they offer. Baseline has the features needed and offers a 10-year warranty while others only offer five years. Baseline's pricing is in line with other major brands and local support is good. Hines considers Baseline their preferred central control system. The presentation includes a list of other Hines projects utilizing Baseline.

Mr. Spitzer noted that the projects listed are all smaller than Fiddler's. Mr. Hall stated local projects were included in case the CDD wants to contact them. He discussed Hines' qualifications and stated he can provide additional project examples.

Mr. Parisi stated the cost for the design and management, which are the non-construction and equipment items, is \$300,000 to \$500,000; these systems will save on water usage and repairs.

- Mr. Hall stated that, while savings vary, they found bottom line efficiency of 20% to 40% in savings in total water usage; savings are also realized in pump station utilization, electrical costs, and wear and tear on the pump station. Labor efficiency gains are another benefit; also, the CDD has a finite amount of water available before it must be purchased from another source.

Mr. Benet stated, in a side-by-side comparison of the Baseline and non-Baseline controllers in Fiddler's, he estimates that Baseline controllers are responsible for water usage

savings of at least 20%. He discussed the intuitive soil moisture controls that can relieve the operators from a lot of the responsibility by stopping the irrigation from running and the ability to split the irrigation into multiple runs to reduce runoff.

Ms. Viegas asked how there could be water cost savings since the CDDs do not pay for the irrigation water because it comes from the lakes which get their water from rain. Mr. Hall stated his understanding that the CDDs had to purchase water from the County last year. Ms. Viegas stated that only happened once in her 10+ years on the Board so, in her opinion, there are no real water cost savings. She asked about increasing the efficiency of labor and if he meant the village and CDD landscapers since there is only a staff of one. Mr. Parisi and Mr. Barrow discussed the only efficiency of labor is for the landscapers like Mr. Barrow, and Mr. Benet, who would be able to work more efficiently with the new system.

➤ The map of the prioritized areas in each CDD was shown. Mr. Parisi stated some CDD #2 areas might be done in part with CDD #1.

Ms. Viegas asked how many people from Hines will be assigned to the project. Mr. Hall stated that, for now it would be two; himself and engineer Mike Warren, would be assigned.

Ms. Viegas asked why the Veneta fountain is separate from all the Veneta villages and lumped with Aviamar and Oyster Harbor on the other side of the community in the prioritized areas. Mr. Parisi stated he made up the groups based on acreage, number of controllers, complexity, etc. Hines might change it as they continue their research.

Amador resident Artie Hein noted that 55% of the controllers are connected to the main system and controlled and asked who controls the other 45%. Mr. Benet stated that, with so many contractors who control irrigation, there is no way of controlling them. Mr. Parisi stated that the County controls them, and they will be fined if they use too much water.

**SIXTH ORDER OF BUSINESS**

**Continued Discussion: Irrigation Action Items**

Ms. Viegas noted that this report is identical to the one in the October agenda.

It was agreed that the report was included for informational purposes.

**SEVENTH ORDER OF BUSINESS**

**Developer’s Report/Update**

This item was presented following the Fourth Order of Business.

- **Discussion/Consideration of Renewal of Irrigation Maintenance Agreement**

This item was tabled to the next meeting.

**EIGHTH ORDER OF BUSINESS**

**Engineer's Report/Update: Bowman Company**

- **Consideration of American Infrastructure Services, Inc. Traffic Signal Change Order**
- **Final Amount of Traffic Signal Cost**
- **Pumphouse #1 Bid Documents**

Mr. Miller asked when the 7-ELEVEN check will be received.

Mr. Cole reported the following:

- A package was distributed before the meeting that included the change orders and the financial impact. The traffic signal has been operational since Thanksgiving.
- The original contract amount, plus Change Order (CO) #1, was \$1,320,092.25.
- CO #2 had no financial impact on the total and was requested by the County. It was for a Special No Traffic AI Detection system. It cost \$49,040 but several items no longer needed were deleted, which offset that amount.
- CO #3 was needed to revise contract quantities for items such as guard rails based on as-built drawing quantities. Additions and deletions were made for a net decrease of \$13,595.10. This CO also extended the contract's substantial completion date from May 31, 2025 to November 21, 2025. The Final Completion Date was estimated to be 120 days after that, which is April 2, 2026.
- CO #4 reflected revised sod quantities and price, and additional directional arrows and guides striping as required by Collier County. With the changes it added \$12,550.
- The total cost after these CO net changes ( $-\$13,595.10 + \$12,550$ ) decreased the original contract amount of \$1,320,092.25 by \$1,045.10 to \$1,319,047.15.
- It was noted that the County and the Department of Transportation (DOT) need to do inspections.

Mr. Cole stated, when the consultant fees and other costs are added in, he believes the final cost will be \$1.6 million. When he has the final cost summary and the inspections from the County and the DOT, he will present the final amount which is when the last Halvorsen payment can be requested. The amount can also be submitted to 7-ELEVEN to pay its fair share contribution.

**On MOTION by Mr. Miller and seconded by Mr. Spitzer, with all in favor, Change Orders #1, #2, #3, and #4, as presented, were approved.**

Regarding the 2822-2826 Aviamar Circle drainage issue, Mr. Baker presented the \$2,500 proposal that was presented at the beginning of the meeting to clean out the subject pipe. There was a second proposal for \$3,300 to clean out the pipe which added \$800 to the first proposal to CCTV inside the pipe. Mr. Miller asked Mr. Baker which one he recommends. Mr. Baker stated it just needs to be cleaned for the \$2,500 amount; no camera is needed. He requested approval for the additional cleanout of the Campanile and Mussorie structures previously discussed.

Ms. Viegas noted that Mr. Parisi does not use MRI and had given her two other companies The Foundation uses, Sewer Viewer Inc and Earthview LLC. Mrs. Adams recalled issues with Sewer Viewer. Mr. Adams will research EarthView, as an alternative.

Mr. Miller asked Mr. Baker for his recommendation. Mr. Baker stated, if approved, he will ask for MRI to do all three areas together to reduce multiple mobilization costs. Mrs. Adams suggested a motion with a not-to-exceed amount of \$5,000 for all three areas.

**On MOTION by Mr. Miller and seconded by Mr. Spitzer, with all in favor, engaging MRI to clean out pipes between 2822 and 2826 Aviamar Circle, on Campanile Circle, and on Mussorie Court, in a not-to-exceed amount of \$5,000, was approved.**

Regarding the wall bordering Museo Circle, Mr. Baker distributed a revised proposal from Coastal Concrete for \$11,360 to replace the damaged sections. Mr. Baker stated he met with Coastal and Mr. Tomazin at the site. Mr. Adams stated the color of the replacement fence will not be the same as the rest of the wall. Mr. Baker stated the proposal does not include landscaping replacement. Mr. Adams stated it is unclear if that is necessary.

➤ Ms. Viegas asked if Mr. Tomazin agrees with the proposal. Mr. Tomazin stated he is in favor of it.

**On MOTION by Ms. Viegas and seconded by Mr. Miller, with all in favor, the Coastal Concrete proposal to replace the damaged sections of wall, in a not-to-exceed amount of \$11,360.00, was approved.**

Regarding the Pumphouse #1 bid documents, Mr. Baker stated DC Architects made contact. The MEP plans are done, and they are finishing the roof design. He gave them a deadline of March 6, 2026. Mr. Cole will review the bid documents after Mr. Pires' comments.

Ms. Viegas asked about Lykins Signtek’s progress on replacement of signs, which was previously approved for \$3,640. Mr. Baker will follow up. He knows they are still in CDD #1 and had stated it would take about 10 weeks. He will request a schedule.

**NINTH ORDER OF BUSINESS****Continued Discussion: Internal Control Related Matters****A. Update: Internal Controls Report**

Mr. Adams stated the Report was not complete and suggested Mr. Tomazin be in attendance in person when it is presented. Mr. Adams stated he sent the Grau & Associates (Grau) engagement letter to the Board and asked if Mr. Tomazin wants to address Mr. Miller’s question. Mr. Tomazin stated that, in the auditing profession, references to “Management” are always a reference to senior executives that have governance responsibilities over the entity. Notwithstanding the fact that CDD #2 has outsourced much of the administrative and operational activities, Mr. Miller would be the individual responsible for the Board for the representations and responsibilities of the reference to District in the Engagement Letter. He suggested having Wrathell, Hunt and Associates (WHA) acknowledge its responsibilities by cosigning the Engagement Letter, along with the Chair. He believes Mr. Adams is agreeable to signing it. He suggested a discussion with Mr. Adams and Mr. Pinder regarding the items in question.

Mr. Adams stated that he would be signing to acknowledge only those items in the Engagement Letter that WHA is responsible for as Management, which are already outlined in the Management Agreement.

Ms. Viegas made the following comments and asked the following questions:

➤ The following statement is included in both the Audit Objectives and Examination Objective sections: “If, for any reason, we are unable to complete the audit (examination) or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.” She asked Mr. Tomazin if this is a concern. Mr. Tomazin stated that it is typical language and he is not concerned.

Ms. Viegas surmised that, since it states in the first paragraph that Fiddler’s Creek CDD #2 is defined as “District” it was clear that “Management” did not refer to CDD #2.

➤ Under Management Responsibilities, Ms. Viegas asked who will be designated and asked if that will be Mr. Pinder. Mr. Adams stated a combination of people at WHA are

designated, including Mr. Pinder, an Accounts Payable (AP) Clerk, and any other team member that is needed.

➤ In the Engagement Administration, Fees and Other section, it states Grau must receive all records and other documentation requested by this Friday, February 27. Ms. Viegas asked if the deadline will be met. Mr. Adams stated he checked with the team yesterday and they advised that it can all be delivered by Friday.

➤ Ms. Viegas noted Grau’s statement that they will deliver the draft audit by April 30 and the Board needs to submit comments in a timely manner for the final audit to be presented by May 15. She stated comments are generally discussed with the auditor at a Board meeting and meetings are scheduled for April 22<sup>nd</sup> and May 27<sup>th</sup>. Mr. Adams stated the audit will be presented at the May meeting; questions and comments on the draft audit after April 30 sent to Mr. Adams will be forwarded to Grau.

Ms. Viegas asked if Mr. Pires was comfortable with the language included regarding Mr. Tomazin's role since Mr. Pires had requested it. As Mr. Pires had left the meeting, Mr. Adams stated he asked Mr. Pires and Mr. Pires stated the language was acceptable.

**On MOTION by Mr. Miller and seconded by Ms. Viegas, with all in favor, the Grau & Associates Engagement Letter, and authorizing the Chair to Execute, were approved.**

**B. Review of Resolution 2020-09, Adopting an Internal Controls Policy Consistent with Section 218.33, Florida Statutes**

Ms. Viegas stated that Mr. Tomazin asked for the Board to review the Resolution. She suggested this item be tabled to the next meeting when Mr. Tomazin is in attendance in person, and asked Mr. Adams to send the Resolution in Word format so that the Board Members can incorporate their suggested changes. Mr. Adams will email the Resolution.

**TENTH ORDER OF BUSINESS**

**Continued Drainage Issues at 9504, 9508 Mussorie Court and on Campanile Circle**

This item was discussed during the Developer’s Report, following the Fourth Order of Business.

**ELEVENTH ORDER OF BUSINESS**

**Continued Discussion: Wall Bordering Museo Circle**

This item was discussed during the Eighth Order of Business.

**TWELFTH ORDER OF BUSINESS**

**Update/ Fountains: Crystal WaterScapes (Robert Engler)**

This item was presented following the Third Order of Business.

- **Consideration of Proposal to Replace 5 Bulbs**
- **Aviamar Fountain Specs Review**

**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-02, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Collier County Supervisor of Elections Conduct the District’s General Elections; Providing for Compensation; Setting Forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date**

Mrs. Adams presented Resolution 2026-02. Seats 2 and 5, currently held by Supervisors Miller and Spitzer, respectively, will be up for election at the November 2026 General Election. Candidates must be a United States citizen, at least 18 years of age, a legal resident of Florida, reside within the CDD and be a registered voter in Collier County. Each Board Member is entitled to receive compensation of \$200 per meeting, up to an annual maximum of \$4,800 per year. Each seat carries a four-year term. The candidate qualifying period is noon, June 8, 2026 to noon, June 12, 2026.

**On MOTION by Mr. Miller and seconded by Mr. Spitzer, with all in favor, Resolution 2026-02, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Collier County Supervisor of Elections Conduct the District’s General Elections; Providing for Compensation; Setting Forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date, were adopted.**

**FOURTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of January 31, 2026**

- A. **Fiscal Year 2026 Fountains Summary Report/Breakdown (Year to Date) (under separate cover)** This report was not provided.

Mr. Miller asked where the cash on the balance sheet is deposited. Mr. Adams stated the account, which is at Truist Bank, earns minimal interest; he plans to move \$300,000 to Synovus for the higher rate. Ms. Viegas noted that Mr. Adams moved \$500,000 last month. Mr. Adams stated, as tax bills are paid, more cash comes in. He will transfer based on the balances to Synovus.

Mr. Miller asked about the Unassigned Fund Balances on the Balance sheet. Mr. Adams stated unassigned funds are used for non-specified projects. It was noted that, once the final cost comes in for the traffic signal, a large amount will be used to pay for that.

Mr. Spitzer asked about the Arbitrage Rebate Calculation. Mr. Adams explained that a third-party calculates the CDD’s interest earnings to ensure that more is not made in interest than what was paid. Ms. Viegas added that the approved budget on the CDD #2 website gives a definition of every category. Mrs. Adams stated it is also explained in the Financial Highlights each month.

The financials were accepted.

**FIFTEENTH ORDER OF BUSINESS**

**Approval of January 28, 2026 Regular Meeting Minutes**

The following changes were made:

Line 145: Change “a” to “the”

Line 340: Change “RFP” to “Grau proposal”

Regarding Lines 563-565, Ms. Viegas stated that the Board never received the revised Performance Measures & Standards via email. Mr. Adams will email them to the Board.

**On MOTION by Mr. Miller and seconded by Mr. Spitzer, with all in favor, the January 28, 2026 Regular Meeting Minutes, as amended, were approved.**

**SIXTEENTH ORDER OF BUSINESS**

**Action/Agenda or Completed Items**

The following were reviewed and discussed.

Item 4: Ms. Viegas asked Mr. Adams for the status of the Bond Refinancing, as a report was to be given in January. Mr. Adams stated that Synovus is not interested so he will go back to the bond team to look for other options.

Items 7, 13, 14, 18, 19, 22, 23, 25 and 31 were completed.

Item 29: Incorrect. Previously done.

Item 32: Mrs. Adams stated that Trimmers responded. The price increased to \$3,400, which they will hold for the next three years.

**SEVENTEENTH ORDER OF BUSINESS**

**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**

There was no report.

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

- **NEXT MEETING DATE: March 25, 2026 at 10:00 AM**
  - **QUORUM CHECK**

The next meeting will be held on March 25, 2026.

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

The Operations Report was not included in the agenda.

Mrs. Adams stated that she received a \$492.98 invoice from Amaranda Village for reimbursement of irrigation repairs due to damages by Bonness. Mrs. Adams reviewed the Bonness contract and sent it to Mr. Pires to review.

This item will be discussed at the next meeting when Mr. Pires is in attendance.

**EIGHTEENTH ORDER OF BUSINESS**

**Supervisors’ Comments**

There were no Supervisors’ comments.

**NINETEENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Spitzer and seconded by Ms. Viegas, with all in favor, the meeting adjourned at 12:06 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Secretary/Assistant Secretary



Chair/Vice Chair