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 May 27, 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
John Nuzzo	Assistant Secretary
William Tomazin Jr.	Assistant Secretary
Scott Spitzer	Assistant Secretary

Also present:

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
John Baker III	District Engineer
Joe Parisi	Developer's Representative
Ryan Hennessey	Fiddler's Creek Director of Community Services
Jeff DeFranco	Fiddler's Creek General Manager
Jody Benet	Fiddler's Creek Irrigation Manager
Mike Barrow	GulfScapes Landscape Management (GulfScapes)
Ben Steets (via telephone)	Grau & Associates
Tony Grau (via telephone)	Grau & Associates
Mark Grimes	GulfScapes Landscape Management
Brittany Bowling	Brightview Landscape Services
James Geraghty	Brightview Landscape Services
Kyle Leverette	Juniper Landscaping of Florida, LLC
Carlo Martinez	Juniper Landscaping of Florida, LLC
Kyle DuBois	United Land Services
Anthony Hudson	United Land Services
Fran Culver	Resident
Shannon Benedetti	Resident

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

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

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

No members of the public spoke.

THIRD ORDER OF BUSINESS **Presentation of Draft Audited Annual Financial Report for the Fiscal Year Ended September 30, 2025, Prepared by Grau & Associates**

Ben Steets and Tony Grau of Grau & Associates responded to questions, and the Board and Staff discussed revisions to the Draft Audited Annual Financial Report for the Fiscal Year Ended September 30, 2025, as follows:

- Mr. Miller asked why the Fiscal Year Ended September 30, 2024 financials were restated and to what extent on Page 4. Mr. Steets stated an $18,000 prior period adjustment in capital assets occurred, as explained in a footnote on Page 24 of the audit. The Net Position was increased based on the adjustment.
- Mr. Miller asked for the reason for the decline in revenue. Mr. Steets stated there were prepayments of $2.085 million in 2024. Mr. Tomazin stated he asked for verbiage to be added to explain variations on the bottom of Page 5.
- Mr. Miller asked about the decreases in general government and interest expenses. Mr. Grau stated interest is down because more principal is being paid down. After a brief discussion Mr. Steets voiced his belief that it relates to legal fees, and it is not material.
- Mr. Miller questioned the Page 6 statement that "The District does not anticipate any major projects or significant changes to its infrastructure maintenance program." He asked if the CDD's constant improvements to fountains and water supply have been taken into account. Mr. Steets stated the position is that no extraordinary projects different from what is incurred in the current year are anticipated; if specific material projects are planned, the wording can be changed. Ms. Viegas suggested putting a note in the file stating that an irrigation project will likely be a factor in Fiscal Year 2028.
- Mr. Miller referred to Note 12 on Page 24 and stated the litigation claim was not dismissed. CDD #2 prevailed and won the lawsuit on the merits. Ms. Viegas stated the claim was initiated in April 2023, not at the beginning of Fiscal Year 2025. She stated the claim was not dismissed subsequent to the fiscal year end; matters were completed in January 2025.
- Mr. Spitzer asked for the amount awarded to the CDD to be included. Ms. Viegas asked for the legal expenses to be included so the net earnings can be stated.

Discussion ensued regarding the lawyers who represented the CDD in the litigation and the information requested and provided. Mr. Adams will provide a copy of the settlement opinion.

Mr. Tomazin stated Mr. Adams can provide additional information needed to complete the disclosures. He stated that he and Ms. Viegas both provided a list of questions and comments to Mr. Steets. He asked for the second paragraph of Note 12 on Page 24 to reflect that the amount of exposure related to the potential claim would be covered by insurance. Mr. Grau stated that the revision was added.

- Ms. Viegas questioned the $73,941 payable and a receivable due listed on Page 23 and asked for the details to be added. She does not believe the CDD should have a payable related to the traffic signal and stated that note should appear in a new paragraph as it is not related to the traffic signal.
- Ms. Viegas questioned the data elements on Page 27 related to CDD employees, independent contractors, and compensation. Mr. Steets stated some CDDs interpretations say the Board Members are employees, and others do not; this Table is provided by District Management. Mr. Adams stated District Management's interpretation is that Board Members are not employees. After discussion, the consensus was that Board Members are not employees of the CDD even though they had been included as employees in previous audits.

The Board and Staff discussed the Management Letter and the $19,825 recorded as interest income in error by Wrathell, Hunt and Associates, LLC. In response to Ms. Viegas, Mr. Adams believes the error was not attributed to a new employee, and that no other errors were found.

Ms. Viegas thanked Mr. Steets for his work on the audit and voiced her opinion that the audit was very user-friendly and very few questions were raised.

Mr. Miller asked when a final version of the audit will be provided. Mr. Steets stated he received comments from Mr. Tomazin, Ms. Viegas, and Mr. Pires, so there are several versions of the draft. The consensus was that the Board would like to review the final Draft. Mr. Steets stated he rewrote portions of the cost share paragraph related to the Traffic Signal because Mr. Pires provided additional information; if the reworded version does not clarify the questions about the payable, he will look into it further to ensure that proper disclosure is included. When the comments discussed today and additional information to be received are incorporated, a final Draft will be circulated to all Board Members, ideally by the end of this week. When signed and approved, it will be signed and filed with the State. Mr. Pires stated the Board must discuss and review the final Draft audit at a public meeting. Mr. Miller stated the final Draft will be discussed at the June meeting.

- Mr. Pires discussed and read through the revisions that he sent to Mr. Steets.
- Mr. Spitzer asked Mr. Steets to submit the final Draft with the changes shown using track changes. There was discussion as to the number of versions, difficulty in using track changes, what draft the Board was looking at, etc. Mr. Tomazin stated the version in the agenda is prior to the changes he and Ms. Viegas submitted.
- Ms. Viegas asked if the Audit was completed by April 30, 2026 as the contract required, because the Board did not receive it until May 20, 2026. It was agreed that the draft was submitted to District Management by April 30, 2026, but District Staff needed to review it prior to distribution to the Board.
- Ms. Viegas asked if Mr. Pires' response to Grau's letter was acceptable and if they needed to follow up with District Management. Mr. Steets stated it was acceptable.
- Mr. Tomazin mentioned the audit representation letter items that were reviewed at the last meeting. Language was added stating that all decisions are made by District Management subject to the District Board's approval. Mr. Tomazin asked for confirmation from Mr. Steets that no other changes were made. Mr. Steets stated that he changed one word.
- Mr. Tomazin noted that the Resolution will be presented at the next meeting.
- Mr. Steets will issue the audit immediately after the next Board meeting, which is June 24, 2026. Mr. Tomazin asked for the draft of the formal SAS 114 letter to be sent with the track changes version of the final Draft audit well before the June meeting so they can both be reviewed and then approved at the June meeting. Mr. Grau and Mr. Steets were in agreement.

Mr. Tomazin voiced his opinion that Mr. Steets did a great job this year, and Mr. Pinder and his team were very responsive. Mr. Steets stated District Management was very responsive to all requests; the team worked well together.

Mr. Miller expressed appreciation for Mr. Tomazin's assistance.

A. Consideration of Resolution 2026-04, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2025

This item was deferred until the Audit is accepted.

FOURTH ORDER OF BUSINESS **Continued Discussion: Internal Controls Related Matters**

Mr. Tomazin stated he and Ms. Viegas previously provided comments for the Resolution. He asked for additional comments to be submitted to whomever is editing the document and suggested review and discussion of the Resolution be deferred until the Audit is complete.

Ms. Viegas stated she gave her comments on Mr. Pires' edits directly to Mr. Pires since he combined her comments and Mr. Tomazin's comments. Ms. Viegas asked if the comments Mr. Miller submitted to Mr. Adams were made using track changes. Mr. Adams stated he would make them and include them in the June agenda book.

Ms. Viegas asked if Mr. Nuzzo and Mr. Spitzer had any comments since none were submitted. They confirmed they had none.

A. Memorandum Board Governance Responsibilities – Auditor Oversight, Management Representations, and Internal Control

This item was not addressed.

I. Appendix 2: Overview of Internal Control Framework

This item was not addressed.

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

This item was deferred to the next meeting.

C. Discussion/Consideration of Resolution 2026-03, Adopting an Internal Controls Policy Consistent with Section 218.33, Florida Statues

This item was deferred to the next meeting.

D. Correspondence to Woodward, Pires & Lombardo, P.A. Regarding Request for Information for FY2025 Audit

Ms. Viegas asked about this during the earlier Audit discussion.

- **Response Letter**

Ms. Viegas asked about this during the earlier Audit discussion.

FIFTH ORDER OF BUSINESS **Continued Discussion/Consideration of Amaranda Village Association, Inc. Limited**

Easement and Right of Way Use Agreement

Mr. Pires stated he recommends the version of the letter included in the agenda. He added a few words that Mr. Spitzer submitted to the document. Mr. Miller stated the redline changes were not material.

Amaranda HOA Association President Fran Culver stated the Amaranda Board was very disappointed to see that the contract is the same as it was months ago. She wanted it to be a fair agreement regarding the removal since Pulte put Amaranda in this situation. She stated Amaranda did not ask for the problem but has spent a lot of time and money speaking with lawyers; they wanted the verbiage to ease up on the demand to remove the pipe. Mr. Miller asked for her main concern with the letter. Ms. Culver stated the wording regarding the removal of the pipe is the issue. Amaranda's attorney has submitted other language multiple times to make the agreement fair.

Mr. Pires stated his opinion that some of the language revisions submitted would handcuff the District too much; there are too many constraints if removal is required. Mr. Miller stated the CDD relies on District Counsel's opinion and asked Ms. Culver if Amaranda will sign the agreement. Ms. Culver stated she will not sign the agreement in its current form. Mr. Pires stated the CDD can demand removal of the pipe, or remove the pipe and send a bill to Amaranda, as Amaranda is trespassing on CDD property.

Mr. Miller asked Ms. Culver if she would prefer a letter from the CDD demanding removal of the pipe. Ms. Culver stated no, Amaranda wants a fair agreement. Mr. Miller noted that Amaranda is the victim of the builder. Ms. Culver stated Pulte has moved on from the issue, the irrigation system was not built to the approved specifications, Pulte was advised of the issue two years ago, and the current relationship with Pulte is not good. Pulte will not do anything. The irrigation system is not working great, and there are other issues. Amaranda called several companies about removing the pipe, but no one will remove the pipe, and there is no other place to put it.

Mr. Miller stated, if Amaranda will not sign the agreement, Ms. Culver should discuss alternatives with Amaranda's lawyer; their lawyer can call Mr. Pires. Mr. Pires read some of the language Amaranda's attorney suggested that the CDD takes issue with. It was noted that Mr. Pires and Amaranda's attorney are each working in the best interests of their clients.

Discussion ensued regarding language changes and the irrigation system issues.

Ms. Culver asked for the status of the license agreement renewal for the buffer wall landscaping. Mrs. Adams stated it was approved at the last meeting; she will email it to Ms. Culver.

SIXTH ORDER OF BUSINESS **Update: Superior Waterway Services, Inc. Treatment Report (Andy Nott)**

The April 2026 Lake Treatment Report was provided for informational purposes.

There were no questions or comments.

SEVENTH ORDER OF BUSINESS **Update/ Fountains: Crystal WaterScapes (Robert Engler)**

This item was deferred, as Mr. Engler was not in attendance.

EIGHTH ORDER OF BUSINESS **Consideration of GulfScapes Landscape Management Proposal to Replace Sod and Landscaping Around Aviamar Fountain**

This item was deferred.

NINTH ORDER OF BUSINESS **Health, Safety and Environment Report (Ryan Hennessey)**

Mr. Hennessey presented the PowerPoint and reported the following:

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

➢ Tree Canopy Trimming: Juniper continues trimming hardwoods in CDD #2.

A. Irrigation and Pressure Washing Efforts

➢ Precipitation Data: Community average rainfall for April was significant at 3.71" compared to 2025 which was 0.26". Rainfall this month is over 5".

➢ The Lake 88 water level is 1.8' this week thanks to this week's rain.

➢ Irrigation Projected Usage: The villages had two rain holds and the common areas had one. Mr. Benet is now dialing down the irrigation amounts to 80-90% rather than 60-70%.

➢ Pump Station Usage: Total water usage in April was 43 million gallons versus almost 72 million last April.

➢ There were no major problems with the system in April that required charges to CDD #2.

➢ Pressure Washing: Crews finished work on Fiddler's Creek Parkway and Sandpiper Drive. Work on staining on the main roads, Marsh Cove and Championship Drive curbs, and Aviamar, is underway.

Mr. Parisi stated CDD #1 returned to irrigating three days from two days a week and asked if CDD #2 wants to do the same. CDD #2 agreed to return to irrigating three days a week. Mr. Parisi stated The Foundation will send letters to all the villages to turn their irrigation days back to three days.

Ms. Viegas thinks the road and sidewalk staining is the worst she has seen; she believes it is from fertilizer runoff. Mrs. Adams stated some tree droppings also cause staining. Ms. Viegas asked if anything can be done. Mr. Hennessey stated pressure washing and rain will help.

Mrs. Adams recalled that a previously used chemical had good results. Ms. Viegas stated it was used when Ron Albeit was General Manager. Mrs. Adams will send the information to Mr. Hennessey.

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 239-529-4139 should be called to add vendors or visitors to the list. Information can also be emailed to safety@fiddlerscreek.com.

➢ Occupancy Report: Average weekly occupancy went from 2,313 in March to 1,953 in April. It is under 1,500 now.

➢ 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.

➢ Gatehouse activity went from 109,298 in March to 95,348 in April.

➢ Incidents: Open Garage Doors and Parking Violations increased. Gate arm damage decreased.

➢ Speed Detection and Enforcement: The portable speed detection device was in use in problem areas. Traffic Hawk violations increased from 20 to 27 because it is being deployed more often. Of the 27, 25 were first-time offenders, so two went to the Fining Committee. There have been over 40 violations so far this month.

Mr. Tomazin asked why the Traffic Hawk is not deployed more often. Mr. Hennessey explained that the battery only lasts so many hours before it must be changed or charged. Most people learn after the first violation to slow down.

Discussion ensued regarding whether people pay the fines, how they react to going to the committee, etc.

Mr. Nuzzo stated he is on the Fining Committee and anything presented to the Committee as a fine is paid. Most residents do not fight it. Fine amounts vary.

Mr. Parisi stated they are working on a fining schedule for the Committee based on the number of miles above the posted speed limit, the number of incidents, etc.

In response to Mr. Tomazin's question, Mr. Hennessey stated if a contractor incurs a fine, they report the violation to the employer.

➢ Per the Collier County Sheriff's Office (CCSO), in April there were 62 extra patrols, 12 medical calls, eight accidental calls to 911 (hang-ups), seven traffic stops, nine alarm calls and six suspicious incidents. Mr. Spitzer requested this information on a year-over-year basis.

TENTH ORDER OF BUSINESS **Developer's Report/Update**

Mr. Parisi reported the following:

➢ The only ongoing construction is Building 13 in Dorado. It is due to be completed in mid-November.

- **Hines Inc. Irrigation Project**

➢ Meetings are held every other week with Hines, village reps, engineers, and the District Engineer.

➢ CDD #1 villages are being worked on for the design.

➢ Whisper Trace was the first village designed. Work is ongoing in Bent Creek, Hawk's Nest and Cardinal Cove. Economies of scale should be possible once they get the designs done.

➢ There has been no consistency between bids. Bidders were asked to create Bid Summary Schedules so a like-for-like comparison can be done.

Mr. Miller asked if the dramatic artistic presentation made by Hines would turn into a reality and, if so, when will it hit CDD #2. Mr. Parisi stated it will be the reality. They are working on CDD #1 first because it is the oldest and has a lot of issues. In CDD #2, some villages, such as Dorado and parts of Oyster Harbor, already have the new system. Those areas will already be up to date. CDD #2 will not have as many issues.

Mr. Parisi does not know when it will hit CDD #2, but estimated at least one year. Staff is learning the system. Mr. Baker agrees with the estimate of at least a year. The design for CDD #1 has not been finalized.

- **Discussion/Consideration of Fiddler's Creek Foundation, Inc. Irrigation Maintenance Service Agreement**

Ms. Viegas asked if the proposed agreement could be increased from three years to five years, so the agreement does not expire again, and to also help control costs due to the significant increase that was initially proposed. Mrs. Adams noted that it was The Foundation that let the Agreement expire. Mr. Parisi disagreed and stated he has no idea what the costs will be in three years and will not commit to anything beyond three years.

Ms. Viegas pointed out that, under the current agreement, CDD #2 has been paying for an Assistant Manager for Mr. Benet, but one has never been hired.

Mr. Parisi stated the work has still been done despite the absence of an Assistant Manager. Other Foundation employees have helped Mr. Benet. CDD #2 paid for their time. Between 18 and 20 employees in various departments work together to accomplish what needs to be done in all areas and assist Mr. Benet, where necessary.

Mr. Spitzer asked what the differences are, besides the compensation differences listed in Section 3, compared to the CDD's current contract. Mr. Pires stated the E-Verify Addendum and the new Human Trafficking Addendum are new. Ms. Viegas noted that she sent several changes, including email addresses, which were added.

Mr. Spitzer asked if the standard insurance levels are expected to be adequate three years from now. Mr. Adams replied affirmatively. Ms. Viegas added that they are the standard amounts for all of CDD #2's agreements.

On MOTION by Mr. Tomazin and seconded by Mr. Spitzer, with all in favor, the Fiddler's Creek Foundation, Inc. Irrigation Maintenance Service Agreement, with an effective date of January 1, 2026, was approved.

Mr. Baker stated Apex has been on the calls with Hines. Apex is in contact with Mr. Benet as well. Apex is assessing water use permits and where water can be obtained if needed so the CDD does not have to buy water from the County. Some differences found in the permits were addressed.

Mr. Benet stated they are looking at alternatives to keeping the lakes adequately filled to avoid cutting back on the number of irrigation days or times in the future.

Mr. Parisi stated they are looking at the lake control elevations to store more water in the rainy season. Some of the Apex employees have been here since day one, so they understand the lakes and the entire set-up and alternatives. They are also looking at grant money to do things with the irrigation system to make better use of the water. They will put the grant applications together.

Mr. Miller asked if the grant money could be used to buy water from the County if needed. Mr. Parisi believes not; grant money must be used to improve the systems to store water to avoid buying it.

Mr. Benet stated The Foundation holds the water permits; ultimately, The Foundation is responsible for how much water is used.

ELEVENTH ORDER OF BUSINESS **Engineer's Report/Update: Bowman Company**

- **Pumphouse #1 Bid Documents**

Mr. Baker stated there has been no change since last month. The roof design must be finalized before it can be completed. He is working with the architect. The problem is that they cannot find a roof hatch with double doors, which is required for a Notice of Acceptance (NOA). Mr. Baker stated he spoke to Jonathan Walsh, who does work for Fiddler's. They discussed structural engineers' calculations and statistics to present to the County, so an NOA is not needed. If it does not happen, then the hope is that it will still be possible to work on the pumps and make the repairs. The roof would not have to be removed, but it would take more labor.

Mr. Parisi stated the golf club had just enclosed the pumps with a door so Mr. Baker should talk to Mr. Walsh again.

Discussion ensued regarding the potential labor, equipment, and solution.

- **Drainage Inspection Report**

Mr. Baker stated he has not checked the work done at Aviamar; he will do so following today's meeting.

- **Status of Final Cost Summary for the Traffic Signal**

Mr. Baker stated that AECOM came back on board since Mr. Cole officially retired. They will follow up on the punch list items. Mr. Miller asked if the punch list items will be done a month from now. Mr. Baker stated his understanding is that they will.

Mr. Miller asked when the money should be received from Halvorsen and 7-ELEVEN. Mr. Baker explained that those payments require final certification by the County, which occurs after completion of the punch list items. Mr. Baker will work on this with Mr. Cole, who is still involved even though he is retired. Mr. Miller asked how long County approval will take and how soon thereafter the CDD will receive the money. Mr. Baker thinks it will take at least a month after the punch list items are completed to receive County approval. He will check with Mr. Cole for an estimate of how quickly reimbursement might be received.

- **Perimeter Fencing Report**

Mr. Baker stated the inspection is scheduled for this week. A Report will be prepared following the inspection. This will likely be on the next meeting agenda.

- **Proposed Costs for FY2027 Budget**

Mr. Baker stated Ms. Viegas raised questions about the proposed numbers in the agenda book. The first issue was the list of positions and the requested increases. The Senior Inspector position was not listed. There will not be a Senior Project Manager. Mr. Cole was a Senior Project Manager. Mr. Baker will be a Project Manager performing duties previously performed by Mr. Cole. He noted a 19.4% increase from Mr. Cole's former 2021 rate as a Senior Project Manager to his own 2027 rate as a Project Manager.

Ms. Viegas asked why there is such a wide percentage range in the increases, 6.5% to 37.1%. Mr. Baker stated the old rates were before the Bowman acquisition, and there has not been a rate increase since 2021.

Mr. Tomazin stated, taking into consideration inflation rates over those years, the increases are not as high. Mr. Pires stated an amendment to the Bowman contract must be executed to incorporate the increases.

On MOTION by Mr. Tomazin and seconded by Mr. Nuzzo, with all in favor, the Bowman Rate Increase, and authorizing Staff to prepare an Amendment to the Agreement with Bowman, was approved.

The second issue Ms. Viegas raised was that the Shared Irrigation Items cost split with CDD #1 is not 50%/50%; it is 45% CDD #2 and 55% CDD #1. The third issue Ms. Viegas raised was that Bowman was charging double contingencies for part of the proposed work; 15% was included in the breakdown and then another 10% was included in the total.

Mr. Baker will correct the split to 45%/55% and delete the 15% contingency of $12,375. The total for CDD #2 will be reduced after these two corrections are made. He will send the new numbers to Mr. Adams to incorporate into the draft Fiscal Year 2027 budget.

Mr. Baker gave updates on other projects, as follows:

➢ Ms. Viegas asked Mr. Baker why Lykins-Signtek replaced a white 15 MPH sign with a yellow sign when all the other 15 MPH signs are white. Mr. Baker has not heard back from his contact at Lykins.

➢ Veneta Pavers: The signed contract forms were provided to Mrs. Adams last week. Another area in the same vicinity came up that needed to be fixed. Gulfstream proposed $1,480 for that area. The Board had already approved a not-to-exceed amount to do the first area that Timo Brothers had submitted. The Gulfstream bid was lower for that area and the work was awarded. With this additional area, the Board was asked to approve a Change Order in the amount of $713.24 for both areas.

On MOTION by Mr. Tomazin and seconded by Mr. Nuzzo, with all in favor, the Gulfstream Change Order, in the amount of $713.24, was approved.

TWELFTH ORDER OF BUSINESS **Consideration of Award of Contract for Landscape Maintenance Services**

Mrs. Adams stated the bid analysis was included in the agenda book. The four bidders have representatives at today's meeting.

Mr. Miller asked why BrightView only provided one out of three responses. Mrs. Adams stated that, during the Bid Opening, she advised the BrightView representative that she provided one Bid Bond and one contract, when three separate contracts and bid bonds were required.

Mrs. Adams stated the other bidders provided everything requested. She noted that BrightView did the same thing the last time they bid two years ago. Specific directions were given during the pre-bid meeting.

Brittany Bowling, of BrightView, stated she put everything in one envelope and combined the three Bid Schedules in one contract. It was noted that three bonds and three separate contracts are required so they did not do as directed. Ms. Bowling stated she was new and this was her first large bid and stated that they brought the other bonds today. Mr. Pires stated nothing can be submitted after the bid submittal deadline.

James Geraghty, of BrightView, stated he bid the project the last time.

Mrs. Adams noted in her memo that BrightView did not provide any bank or credit references. They only supplied a one-page Form 10-Q. They did not complete the second-year option to renew for all three bid schedules.

Ms. Viegas asked Mr. Geraghty why the cost to do the Aviamar/Oyster Harbor section went down by almost $50,000 since the last bid, considering more landscaping has come on board in both those areas. Mr. Geraghty stated senior management offered competitive pricing because they want the business. He discussed his company's staffing and operations. Ms. Viegas asked if they still do Winding Cypress and The Links. Mr. Geraghty replied affirmatively, but they felt that Twin Eagles is more comparable to the CDD.

It was noted that other costs requested were not included. Mr. Geraghty stated it is included but not broken out. Ms. Viegas expressed concern about prices increasing because, in her opinion, BrightView admittedly did a low bid to get the business. Mr. Tomazin asked if the prices were not included, would they still do the second year for the same price. Mr. Geraghty replied affirmatively.

Mr. Nuzzo noted, from his bidding experience of multi-million-dollar contracts, if bid bonds are not supplied the bid is eliminated from consideration.

Kyle Leverette, of Juniper, stated their headquarters is in Fort Myers but they have an office in Naples.

Mrs. Adams noted that Juniper made changes to the bid schedule by adding line items and removing other line items.

Another Juniper representative explained that they do work in Fiddler's, so they are familiar with the areas. He felt it is more difficult for another vendor to come in so they are more expensive because it will take more labor initially.

Mr. Nuzzo stated he lives in Oyster Harbor and recalled that Oyster Harbor asked Juniper to leave because they did not do quality work. Maybe they do better quality work now, but Oyster Harbor residents would be unhappy if Juniper came back.

In response to a question, Kyle DuBois, of United Land Services, stated their bid was the most expensive because they have more labor hours. There is a lot of landscaping so it will require a lot of time.

Anthony Hudson, of United Land Services, discussed his company, which strategically wants to get new sales in Naples. They have been working in Isles of Collier since January 1; their $2.5 million contract only represents half the community.

Mrs. Adams stated she requested a Collier County business license three times, and it was never provided. Mr. Pires stated he searched and found no business tax or property tax on the Collier County Tax Collector website. Mr. Hudson stated his company also operates as Florida ULS Operating.

Mark Grimes, of GulfScapes, stated they have been working in Fiddler's for 11 years. They have had the same crew for 10 years and have handled the drought well. They gave a 1.5% discount, worth $14,663, if they are awarded the combined contract.

Mr. Tomazin asked why the two bid numbers do not add up to the total. Mr. Grimes stated it is due to the discount.

Mr. Nuzzo stated that GulfScapes took over landscaping in Oyster Harbor after Juniper was fired. There have been no issues, and there have been a number of improvements since then. Mr. Grimes noted there is a separate account manager and team in Oyster Harbor from the ones for CDD #2 areas.

Mr. Spitzer agreed that GulfScapes is doing a good job in Oyster Harbor. He added that he lived in Winding Cypress when BrightView did the landscaping, and, in his opinion, it was not done well. Mr. Geraghty stated BrightView had a problem in the beginning, but they made improvements, and their contract at Winding Cypress was just renewed for three years.

Mr. Pires stated that United is certified as a specialty contractor in Florida, from what he can find online, but he cannot find anything else.

Mr. Tomazin asked if the Board should consider two contractors.

Mrs. Adams stated that the former Fiddler's Creek COO Tony DiNardo had requested that the CDD break up the contract and have two contractors. Since going to one contractor, there have been no concerns.

Mr. Tomazin thinks many items are not being maintained well on Museo Circle.

Mr. Barrow stated, if he does not know about maintenance issues, he cannot address them. He comes to every CDD meeting and has never heard any issues raised. Mr. Tomazin thinks Mr. Barrow and his team should see the issues on their own. Mr. Nuzzo noted that Mr. Barrow comes to every monthly Oyster Harbor meeting. There are very few if any issues, and Mr. Barrow addresses them quickly if there are any.

Mr. Tomazin thinks it is difficult to pass up BrightView whose bid is $100,000 less. Ms. Viegas feels that BrightView lowballed their bid to get the business and added to Mr. Nuzzo's comments that, with all the errors in their bid and not following the bid specifications, it should be eliminated from consideration. Discussion ensued.

On MOTION by Mr. Nuzzo and seconded by Mr. Spitzer, with Mr. Nuzzo, Mr. Spitzer, Ms. Viegas and Mr. Miller in favor and Mr. Tomazin dissenting, accepting the GulfScapes combined bid, was approved. [Motion passed 4-1]

THIRTEENTH ORDER OF BUSINESS **Consideration of Resolution 2026-05, Approving a Proposed Budget for Fiscal Year 2026/2027 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date**

Ms. Viegas stated she sent Mrs. Adams and Mr. Adams several issues she found in the draft budget. Specifically:

➢ The Audit amount should be $15,300 according to the Grau & Associates bid. The draft budget proposes $17,500 so it should be reduced to $15,300.

➢ Water management-Fountains should be reduced significantly. The draft budget still contains $250,000 that was budgeted last year for major repairs that were made to the fountains this year. She asked during last month's meeting if there was anything else that needed to be done to the fountains other than the Veneta lights. Mr. Engler said there is nothing else.

- In the definitions section Hole Montes, Inc., should be changed to Bowman.
- Series 2014-1A Bond's interest payment is incorrect. It should be $67,500 not $72,056. The projected fund balance deficit should be $70,980 not $75,536.
- The allowable discounts should be ($50,581) not $50,581.

Ms. Viegas asked Mr. Pires why the CDD is currently at 100% of his budgeted expenses through April, and if he billed anything for this fiscal year that will continue next year that needs to be budgeted. Mr. Pires stated he will have to review his billings. He will have an answer for the next meeting.

Mr. Adams stated the draft budget will be updated with all the issues which will be reflected in the draft budget in the June agenda book.

Mr. Nuzzo asked if the Oyster Harbor fountain needs to be checked more often due to the pump issues it keeps having. Mrs. Adams stated Mr. Engler plans on using one of the pumps from the Aviamar fountain in the Oyster Harbor fountain, which should solve the problem.

> **On MOTION by Mr. Tomazin and seconded by Mr. Spitzer, with all in favor, Resolution 2026-05, Approving a Proposed Budget for Fiscal Year 2026/2027, as amended, and Setting a Public Hearing Thereon Pursuant to Florida Law for August 26, 2026 at 10:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.**

FOURTEENTH ORDER OF BUSINESS **Consideration of Resolution 2026-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2026/2027 and Providing for an Effective Date**

Mrs. Adams presented Resolution 2026-06. Ms. Viegas asked for adoption of Resolution 2026-06 to be with the edits she gave to Mrs. Adams before the meeting.

> **On MOTION by Ms. Viegas and seconded by Mr. Nuzzo, with all in favor, Resolution 2026-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2026/2027 and Providing for an Effective Date, as amended, was adopted.**

FIFTEENTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of April 30, 2026**

Mr. Miller asked where the $1.7 million in cash is reflected. Mr. Adams stated, as of the date of the Balance Sheet, it was at Truist Bank. $800,000 of it has since been moved to the Synovus MMA paying 3.3% interest.

A. Fiscal Year 2026 Fountains Summary Report/Breakdown (Year to Date)

B. Financial Highlights Report

These items were included for informational purposes.

The financials were accepted.

SIXTEENTH ORDER OF BUSINESS **Approval of April 22, 2026 Regular Meeting Minutes**

The following change was made:

Line 87: Add "assessment processes" after "risk" and delete "communications"

On MOTION by Mr. Miller and seconded by Mr. Tomazin, with all in favor, the April 22, 2026 Regular Meeting Minutes, as amended, were approved.

SEVENTEENTH ORDER OF BUSINESS **Action/Agenda or Completed Items**

Item 4: Mr. Adams stated there was no update regarding the bond refinancing.

Item 12: Ms. Viegas asked Mr. Adams to have the CDD#2 website updated to remove Terry Cole as District Engineer and reflect the new District Engineer's name and to change Hole Montes, Inc., to Bowman.

Item 13: Ms. Viegas asked Mr. Pires if this will ever happen or if it should be deleted. Mr. Pires said no, it can be deleted.

Item 16: Delete, as it is not going to be done.

Items 10, 14, 15, 18, 19, 20, 25 and 29 were completed.

EIGHTEENTH ORDER OF BUSINESS **Irrigation Action Items (for informational purposes)**

This item was deferred.

NINETEENTH ORDER OF BUSINESS **Staff Reports**

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

Mr. Pires stated, regarding increasing the insurance coverage, Mr. Adams sent him the policies. Cyber Security amounts might need to be increased. Mr. Adams will obtain a proposal.

- **Ethics Training**

This item was deleted. Ms. Viegas stated Ethics Training information was supplied to the Board by Mrs. Adams in an email.

- **Insurance Policy Regarding Sheriff**

Regarding the Sheriff's department coverage, Mr. Adams will provide Mr. Pires with the information.

Ms. Viegas asked for a status on the indemnification Mr. Pires was asked to prepare for the Wrathell, Hunt and Associates, LLC contract. Mr. Pires stated he will work on it.

Mr. Pires asked Mrs. Adams to add an item to the agenda for him to research his billings to determine a number for the Fiscal Year 2027 Draft Budget.

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

- **NEXT MEETING DATE: June 24, 2026 at 10:00 AM**
  - **QUORUM CHECK**

All Supervisors confirmed their attendance at the June 24, 2026 meeting.

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

The Operations Report was included for informational purposes.

TWENTIETH ORDER OF BUSINESS **Supervisors' Comments**

Mr. Tomazin stated he feels that a more comprehensive evaluation of landscaping is needed. He formalized it and sent it to Mr. Pires, who said it could not be used because it was not part of the bid package. He wants the Board to review it and discuss it at the June meeting.

Mr. Tomazin wants a more comprehensive assessment of GulfScapes during the next two years, which is the term of the new agreement. Mr. Pires stated that Mr. Tomazin's attachment can be put in the new agreement if the Board approves it.

On MOTION by Mr. Miller and seconded by Mr. Tomazin, with all in favor, authorizing District Management to extend the current landscaping contract

for one month, adding the document by Mr. Tomazin for consideration at the next meeting, to be added to the new agreement if approved by the Board, was approved.

TWENTY-FIRST ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Miller and seconded by Mr. Tomazin, with all in favor, the meeting adjourned at 12:51 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

W. Tomazin Jr.

Secretary/Assistant Secretary

Chair/Vice Chair