

FIDDLER'S CREEK

COMMUNITY DEVELOPMENT

DISTRICT #1

REGULAR MEETING AGENDA

March 27, 2019

Fiddler's Creek Community Development District #1

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

March 20, 2019

Board of Supervisors
Fiddler's Creek Community Development District #1

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

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #1 will hold a Regular Meeting on March 27, 2019 at 8:00 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. Special Counsel Update
4. Developer's Report
5. Engineer's Report: *Hole Montes, Inc.*
6. Discussion: Memorandum Regarding Towing of Vehicles on District Property, Including Road Rights of Way; Ch. 2016-94, Laws of Florida, Amending Section 190.012(2)(d), Florida Statutes
7. Discussion/Consideration: Douglas N. Higgins, Inc., Catch Basin Rehab Project Proposal
8. Discussion/Consideration: Runaway Lane Concrete Repair Proposal
9. Consideration: Tree Trimming and Irrigation Management Proposals from Fiddler's Creek Foundation, Inc.
10. Continued Discussion/Update: Hurricane Irma Recovery
11. Acceptance of Unaudited Financial Statements as of February 28, 2019
12. Consideration of February 27, 2019 Regular Meeting Minutes
13. Action Items

14. Staff Reports
 - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
 - B. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: April 24, 2019 at 8:00 A.M.
 - C. Operations Manager: *Wrathell, Hunt and Associates, LLC*
 - D. Director of Safety, Health and Environment: *Shane Willis*
15. Supervisors' Requests
16. Public Comments
17. Adjournment

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

Sincerely,

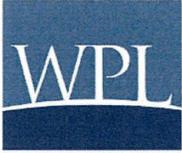


Chesley E. Adams, Jr.
District Manager

<p><u>FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE</u> CALL IN NUMBER: 1-888-354-0094 CONFERENCE ID: 8593810#</p>
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FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1

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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

TO: Board of Supervisors, Fiddler’s Creek Community Development District #1 (“District”)
FROM: Anthony P. Pires, Jr., District Counsel.
DATE: March 18, 2019
RE: Towing by District of vehicles or vessels on District property, including Road Rights of Way; Ch. 2016-94, Laws of Florida, amending Section 190.012(2)(d), Florida Statutes

BACKGROUND

Chapter 2016-94 Laws of Florida (CS/HB No. 971), effective July 1, 2016, amended various sections of Chapter 190, Florida Statutes, the chapter of the Florida Statutes relating to community development districts. See attached Exhibit “A”. The subject matter of this Memorandum is the amendment to Section 190.12(2)(d), Florida Statutes concerning towing.

This 2016 amendment to Section 190.012(2)(d), Florida Statutes added the following underlined language:

“(d) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries. However, this paragraph does not prohibit a district from contracting with a towing operator to remove a vehicle or vessel from a district-owned facility or property if the district follows the authorization and notice and procedural requirements in s. 715.07 for an owner or lessee of private property. The district’s selection of a towing operator is not subject to public bidding if the towing operator is included in an approved list of towing operators maintained by the local government that has jurisdiction over the districts facility or property.”

A copy of section 715.07, Florida Statutes is attached as **Exhibit “B”** to this Memorandum. Section 715.07(1)(a), F.S. defines a “vehicle” as “any mobile item which normally uses, wheels, whether motorized or not.” Thus included are cars, trucks, trailers, golf carts, bicycles, or any other item on wheels.

Section 715.07(1)(a), F.S. defines a “vessel” as “every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water, other than a seaplane or a “documented vessel” as defined in s. 327.02.”

DISCUSSION AND RECOMMENDATION

If the Board of Supervisors (Board) wishes to implement this expanded ability to tow vehicles and vessels, the following steps are suggested:

1. If necessary, adopt rules, policies or practices concerning parking, no parking and controlled parking areas. In that vein in my opinion, the Board should adopt a District towing policy resolution, in pertinent part outlining the responsibilities and authority of District staff or management with respect to towing; designating specific persons as agents/designated representatives of the District for the towing and removal; and, clearly describing and denoting where parking is prohibited. A sample of a resolution is attached as **Exhibit “C”**.

As part of the preparation of such a resolution and policy, the District may want to coordinate with Collier County and the Collier County Sheriff’s Office as to any specific towing requirements of that local government or law enforcement agency. The statute is a minimum standard and does not preclude enactment of additional or more stringent regulations by any county.

2. Ensure that the towing is provided by a towing operator “regularly engaged in the business of towing vehicles.” to perform all towing related services for the District in compliance with the statutory requirements of Section 715.07, F.S. Note that If the District and the towing operator desire to require the owner, operator, or person in control of the vehicle to pay the costs of towing and storage prior to redemption of the vehicle, then the towing operator must file and keep on record with the local law enforcement agency a complete copy of the current rates to be charged for such services and post at the storage location an identical rate schedule and the fact that the towing operator has a contract with the District that authorizes the towing operator to remove vehicles.
3. For a comprehensive towing program, including the towing of vehicles or vessels on the District roads, it is my opinion that the District needs to ensure that posted notices meet all of the statutory requirements, including but not limited to the following requirements:

Signs prominently placed at each driveway access or curb cut allowing vehicular access to the property, within 5 feet from the public right-of-way line. If there are no curbs or access barriers, the signs must be posted at a space of no less than one sign for each 25 feet of lot frontage. See Section 715.07(2)(a)5a, F.S.

The required and appropriate signage meeting the size, height, location and content requirements of Section 715.07, F.S., would be maintained/installed/erected at the following locations: the entrances to the District. It is my opinion that maintaining/erecting compliant tow away zone signs in these locations will meet with the requirements of Section 715.07, F.S.

Strict compliance with statutory and local requirements will permit the District to remove vehicles/vessels “without liability for the costs of removal, transportation, or storage or damages caused by such removal, transportation, or storage.” But, if a vehicle is wrongly removed, the District would become liable to the vehicle’s owner or lessee for the costs of removal, transportation, and storage; any damages resulting from the removal, transportation, or storage of the vehicle; attorney’s fees; and court costs.

CHAPTER 2016-94

Committee Substitute for House Bill No. 971

An act relating to community development districts; amending s. 190.005, F.S.; amending the acreage threshold for the establishment, by rule or ordinance, of a community development district; revising criteria for requiring a petition for a proposed district to be filed with the Florida Land and Water Adjudicatory Commission; amending s. 190.012, F.S.; authorizing a district to contract with a towing operator to remove vehicles or vessels from specified facilities or properties, subject to certain requirements; amending s. 190.046, F.S.; revising the criteria necessary for amending the boundaries of a district; authorizing up to a certain number of districts to merge into one surviving district, subject to certain requirements; providing for membership of the surviving merged district board; providing requirements of the merger agreement; providing for public hearings subject to certain requirements; prohibiting a petition to merge from being filed within a specified timeframe; conforming cross-references; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (1) and (2) of section 190.005, Florida Statutes, are amended to read:

190.005 Establishment of district.—

(1) The exclusive and uniform method for the establishment of a community development district with a size of 2,500 ~~1,000~~ acres or more shall be pursuant to a rule, adopted under chapter 120 by the Florida Land and Water Adjudicatory Commission, granting a petition for the establishment of a community development district.

(a) A petition for the establishment of a community development district shall be filed by the petitioner with the Florida Land and Water Adjudicatory Commission. The petition shall contain:

1. A metes and bounds description of the external boundaries of the district. Any real property within the external boundaries of the district which is to be excluded from the district shall be specifically described, and the last known address of all owners of such real property shall be listed. The petition shall also address the impact of the proposed district on any real property within the external boundaries of the district which is to be excluded from the district.

2. The written consent to the establishment of the district by all landowners whose real property is to be included in the district or documentation demonstrating that the petitioner has control by deed, trust agreement, contract, or option of 100 percent of the real property to be

included in the district, and when real property to be included in the district is owned by a governmental entity and subject to a ground lease as described in s. 190.003(14), the written consent by such governmental entity.

3. A designation of five persons to be the initial members of the board of supervisors, who shall serve in that office until replaced by elected members as provided in s. 190.006.

4. The proposed name of the district.

5. A map of the proposed district showing current major trunk water mains and sewer interceptors and outfalls if in existence.

6. Based upon available data, the proposed timetable for construction of the district services and the estimated cost of constructing the proposed services. These estimates shall be submitted in good faith but are not binding and may be subject to change.

7. A designation of the future general distribution, location, and extent of public and private uses of land proposed for the area within the district by the future land use plan element of the effective local government comprehensive plan of which all mandatory elements have been adopted by the applicable general-purpose local government in compliance with the Community Planning Act.

8. A statement of estimated regulatory costs in accordance with the requirements of s. 120.541.

(b) Prior to filing the petition, the petitioner shall:

1. Pay a filing fee of \$15,000 to the county, if located within an unincorporated area, or to the municipality, if located within an incorporated area, and to each municipality the boundaries of which are contiguous with, or contain all or a portion of the land within, the external boundaries of the district.

2. Submit a copy of the petition to the county, if located within an unincorporated area, or to the municipality, if located within an incorporated area, and to each municipality the boundaries of which are contiguous with, or contain all or a portion of, the land within the external boundaries of the district.

3. If land to be included within a district is located partially within the unincorporated area of one or more counties and partially within a municipality or within two or more municipalities, pay a \$15,000 filing fee to each entity. Districts established across county boundaries shall be required to maintain records, hold meetings and hearings, and publish notices only in the county where the majority of the acreage within the district lies.

(c) Such county and each such municipality required by law to receive a petition may conduct a public hearing to consider the relationship of the petition to the factors specified in paragraph (e). The public hearing shall be concluded within 45 days after the date the petition is filed unless an extension of time is requested by the petitioner and granted by the county or municipality. The county or municipality holding such public hearing may by resolution express its support of, or objection to the granting of, the petition by the Florida Land and Water Adjudicatory Commission. A resolution must base any objection to the granting of the petition upon the factors specified in paragraph (e). Such county or municipality may present its resolution of support or objection at the Florida Land and Water Adjudicatory Commission hearing and shall be afforded an opportunity to present relevant information in support of its resolution.

(d) A local public hearing on the petition shall be conducted by a hearing officer in conformance with the applicable requirements and procedures of the Administrative Procedure Act. The hearing shall include oral and written comments on the petition pertinent to the factors specified in paragraph (e). The hearing shall be held at an accessible location in the county in which the community development district is to be located. The petitioner shall cause a notice of the hearing to be published in a newspaper at least once a week for the 4 successive weeks immediately prior to the hearing. Such notice shall give the time and place for the hearing, a description of the area to be included in the district, which description shall include a map showing clearly the area to be covered by the district, and any other relevant information which the establishing governing bodies may require. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published in a newspaper of general paid circulation in the county and of general interest and readership in the community, not one of limited subject matter, pursuant to chapter 50. Whenever possible, the advertisement shall appear in a newspaper that is published at least 5 days a week, unless the only newspaper in the community is published fewer than 5 days a week. In addition to being published in the newspaper, the map referenced above must be part of the online advertisement required pursuant to s. 50.0211. All affected units of general-purpose local government and the general public shall be given an opportunity to appear at the hearing and present oral or written comments on the petition.

(e) The Florida Land and Water Adjudicatory Commission shall consider the entire record of the local hearing, the transcript of the hearing, resolutions adopted by local general-purpose governments as provided in paragraph (c), and the following factors and make a determination to grant or deny a petition for the establishment of a community development district:

1. Whether all statements contained within the petition have been found to be true and correct.

2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.

3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.

5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.

6. Whether the area that will be served by the district is amenable to separate special-district government.

(f) The Florida Land and Water Adjudicatory Commission shall not adopt any rule which would expand, modify, or delete any provision of the uniform community development district charter as set forth in ss. 190.006-190.041, except as provided in s. 190.012. A rule establishing a community development district shall only contain the following:

1. A metes and bounds description of the external boundaries of the district and any real property within the external boundaries of the district which is to be excluded.

2. The names of five persons designated to be the initial members of the board of supervisors.

3. The name of the district.

(g) The Florida Land and Water Adjudicatory Commission may adopt rules setting forth its procedures for considering petitions to establish, expand, modify, or delete uniform community development districts or portions thereof consistent with the provisions of this section.

(2) The exclusive and uniform method for the establishment of a community development district of less than 2,500 ~~1,000~~ acres in size or a community development district of up to 7,000 acres in size located within a connected-city corridor established pursuant to s. 163.3246(14) shall be pursuant to an ordinance adopted by the county commission of the county having jurisdiction over the majority of land in the area in which the district is to be located granting a petition for the establishment of a community development district as follows:

(a) A petition for the establishment of a community development district shall be filed by the petitioner with the county commission. The petition shall contain the same information as required in paragraph (1)(a).

(b) A public hearing on the petition shall be conducted by the county commission in accordance with the requirements and procedures of paragraph (1)(d).

(c) The county commission shall consider the record of the public hearing and the factors set forth in paragraph (1)(e) in making its determination to grant or deny a petition for the establishment of a community development district.

(d) The county commission shall not adopt any ordinance which would expand, modify, or delete any provision of the uniform community development district charter as set forth in ss. 190.006-190.041. An ordinance establishing a community development district shall only include the matters provided for in paragraph (1)(f) unless the commission consents to any of the optional powers under s. 190.012(2) at the request of the petitioner.

(e) If all of the land in the area for the proposed district is within the territorial jurisdiction of a municipal corporation, then the petition requesting establishment of a community development district under this act shall be filed by the petitioner with that particular municipal corporation. In such event, the duties of the county, hereinabove described, in action upon the petition shall be the duties of the municipal corporation. If any of the land area of a proposed district is within the land area of a municipality, the county commission may not create the district without municipal approval. If all of the land in the area for the proposed district, even if less than 2,500 ~~1,000~~ acres, is within the territorial jurisdiction of two or more municipalities or two or more counties, except for proposed districts within a connected-city corridor established pursuant to s. 163.3246(14), the petition shall be filed with the Florida Land and Water Adjudicatory Commission and proceed in accordance with subsection (1).

(f) Notwithstanding any other provision of this subsection, within 90 days after a petition for the establishment of a community development district has been filed pursuant to this subsection, the governing body of the county or municipal corporation may transfer the petition to the Florida Land and Water Adjudicatory Commission, which shall make the determination to grant or deny the petition as provided in subsection (1). A county or municipal corporation shall have no right or power to grant or deny a petition that has been transferred to the Florida Land and Water Adjudicatory Commission.

Section 2. Paragraph (d) of subsection (2) of section 190.012, Florida Statutes, is amended to read:

190.012 Special powers; public improvements and community facilities. The district shall have, and the board may exercise, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies, and special districts having authority with respect to any area

included therein, any or all of the following special powers relating to public improvements and community facilities authorized by this act:

(2) After the local general-purpose government within the jurisdiction of which a power specified in this subsection is to be exercised consents to the exercise of such power by the district, the district shall have the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for:

(d) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries. However, this paragraph does not prohibit a district from contracting with a towing operator to remove a vehicle or vessel from a district-owned facility or property if the district follows the authorization and notice and procedural requirements in s. 715.07 for an owner or lessee of private property. The district's selection of a towing operator is not subject to public bidding if the towing operator is included in an approved list of towing operators maintained by the local government that has jurisdiction over the district's facility or property.

Section 3. Paragraph (e) of subsection (1) and subsection (2) of section 190.046, Florida Statutes, are amended, subsections (4) through (9) are renumbered as subsections (5) through (10), respectively, and a new subsection (4) is added to that section, to read:

190.046 Termination, contraction, or expansion of district.—

(1) A landowner or the board may petition to contract or expand the boundaries of a community development district in the following manner:

(e)1. During the existence of a district initially established by administrative rule, the process to amend the boundaries of the district pursuant to paragraphs (a)-(d) shall not permit a cumulative net total greater than 50 ~~40~~ percent of the land in the initial district, and in no event greater than 1,000 ~~250~~ acres on a cumulative net basis.

2. During the existence of a district initially established by county or municipal ordinance, the process to amend the boundaries of the district pursuant to paragraphs (a)-(d) shall not permit a cumulative net total greater than 50 percent of the land in the initial district, and in no event greater than 1,000 ~~500~~ acres on a cumulative net basis.

(2) The district shall remain in existence unless:

(a) The district is merged with another district as provided in subsection (3) or subsection (4);

(b) All of the specific community development systems, facilities, and services that it is authorized to perform have been transferred to a general-purpose unit of local government in the manner provided in subsections (4), (5), (6), and (7) ~~(6)~~; or

(c) The district is dissolved as provided in ~~subsection (7)~~, subsection (8), ~~or subsection (9)~~, or subsection (10).

(4)(a) To achieve economies of scale, reduce costs to affected district residents and businesses in areas with multiple existing districts, and encourage the merger of multiple districts, up to five districts that were established by the same local general-purpose government and whose board memberships are composed entirely of qualified electors may merge into one surviving district through adoption of an ordinance by the local general purpose government, notwithstanding the acreage limitations otherwise set forth for the establishment of a district in this chapter. The filing of a petition by the majority of the members of each of the district board of supervisors seeking to merge constitutes consent of the landowners within each applicable district.

(b) In addition to meeting the requirements of subsection (3), a merger agreement entered into between the district boards subject to this subsection must also:

1. Require the surviving merged district board to consist of five elected board members.

2. Require each at-large board seat to represent the entire geographic area of the surviving merged district.

3. Ensure that each district to be merged is entitled to elect at least one board member from its former boundary.

4. Ensure a fair allocation of board membership to represent the districts being merged. To that end:

a. If two districts merge, two board members shall be elected from each of the districts and one member shall be elected at-large.

b. If three districts merge, one board member shall be elected from each of the three districts and two board members shall be elected at-large.

c. If four districts merge, one board member shall be elected from each of the four districts and one board member shall be elected at-large.

d. If five districts merge, one board member shall be elected from each of the five districts.

5. Require the election of board members for the surviving merged district to be held at the next general election following the merger, at which

time all terms of preexisting board members shall end and the merger shall be legally in effect.

(c) Before filing the merger petition with the local general-purpose government under this subsection, each district proposing to merge must hold a public hearing within its district to provide information about and take public comment on the proposed merger, merger agreement, and assignment of board seats. Notice of the hearing shall be published at least 14 days before the hearing. If, after the public hearing, a district board decides that it no longer wants to merge and cancels the proposed merger agreement, the remaining districts must each hold another public hearing on the revised merger agreement. A petition to merge may not be filed for at least 30 days after the last public hearing held by the districts proposing to merge.

Section 4. This act shall take effect July 1, 2016.

Approved by the Governor March 24, 2016.

Filed in Office Secretary of State March 24, 2016.

Select Year: 2018

The 2018 Florida Statutes

[Title XL](#)[Chapter 715](#)[View Entire Chapter](#)

REAL AND PERSONAL PROPERTY

PROPERTY: [GENERAL PROVISIONS](#)**715.07 Vehicles or vessels parked on private property; towing.—**

(1) As used in this section, the term:

(a) “Vehicle” means any mobile item which normally uses wheels, whether motorized or not.

(b) “Vessel” means every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water, other than a seaplane or a “documented vessel” as defined in s. [327.02](#).

(2) The owner or lessee of real property, or any person authorized by the owner or lessee, which person may be the designated representative of the condominium association if the real property is a condominium, may cause any vehicle or vessel parked on such property without her or his permission to be removed by a person regularly engaged in the business of towing vehicles or vessels, without liability for the costs of removal, transportation, or storage or damages caused by such removal, transportation, or storage, under any of the following circumstances:

(a) The towing or removal of any vehicle or vessel from private property without the consent of the registered owner or other legally authorized person in control of that vehicle or vessel is subject to strict compliance with the following conditions and restrictions:

1.a. Any towed or removed vehicle or vessel must be stored at a site within a 10-mile radius of the point of removal in any county of 500,000 population or more, and within a 15-mile radius of the point of removal in any county of less than 500,000 population. That site must be open for the purpose of redemption of vehicles on any day that the person or firm towing such vehicle or vessel is open for towing purposes, from 8:00 a.m. to 6:00 p.m., and, when closed, shall have prominently posted a sign indicating a telephone number where the operator of the site can be reached at all times. Upon receipt of a telephoned request to open the site to redeem a vehicle or vessel, the operator shall return to the site within 1 hour or she or he will be in violation of this section.

b. If no towing business providing such service is located within the area of towing limitations set forth in sub-subparagraph a., the following limitations apply: any towed or removed vehicle or vessel must be stored at a site within a 20-mile radius of the point of removal in any county of 500,000 population or more, and within a 30-mile radius of the point of removal in any county of less than 500,000 population.

2. The person or firm towing or removing the vehicle or vessel shall, within 30 minutes after completion of such towing or removal, notify the municipal police department or, in an unincorporated area, the sheriff, of such towing or removal, the storage site, the time the vehicle or vessel was towed or removed, and the make, model, color, and license plate number of the vehicle or description and registration number of the vessel and shall obtain the name of the person at that department to whom such information was reported and note that name on the trip record.

3. A person in the process of towing or removing a vehicle or vessel from the premises or parking lot in which the vehicle or vessel is not lawfully parked must stop when a person seeks the return of the vehicle

EXHIBIT **B**

or vessel. The vehicle or vessel must be returned upon the payment of a reasonable service fee of not more than one-half of the posted rate for the towing or removal service as provided in subparagraph 6. The vehicle or vessel may be towed or removed if, after a reasonable opportunity, the owner or legally authorized person in control of the vehicle or vessel is unable to pay the service fee. If the vehicle or vessel is redeemed, a detailed signed receipt must be given to the person redeeming the vehicle or vessel.

4. A person may not pay or accept money or other valuable consideration for the privilege of towing or removing vehicles or vessels from a particular location.

5. Except for property appurtenant to and obviously a part of a single-family residence, and except for instances when notice is personally given to the owner or other legally authorized person in control of the vehicle or vessel that the area in which that vehicle or vessel is parked is reserved or otherwise unavailable for unauthorized vehicles or vessels and that the vehicle or vessel is subject to being removed at the owner's or operator's expense, any property owner or lessee, or person authorized by the property owner or lessee, prior to towing or removing any vehicle or vessel from private property without the consent of the owner or other legally authorized person in control of that vehicle or vessel, must post a notice meeting the following requirements:

a. The notice must be prominently placed at each driveway access or curb cut allowing vehicular access to the property, within 5 feet from the public right-of-way line. If there are no curbs or access barriers, the signs must be posted not less than one sign for each 25 feet of lot frontage.

b. The notice must clearly indicate, in not less than 2-inch high, light-reflective letters on a contrasting background, that unauthorized vehicles will be towed away at the owner's expense. The words "tow-away zone" must be included on the sign in not less than 4-inch high letters.

c. The notice must also provide the name and current telephone number of the person or firm towing or removing the vehicles or vessels.

d. The sign structure containing the required notices must be permanently installed with the words "tow-away zone" not less than 3 feet and not more than 6 feet above ground level and must be continuously maintained on the property for not less than 24 hours prior to the towing or removal of any vehicles or vessels.

e. The local government may require permitting and inspection of these signs prior to any towing or removal of vehicles or vessels being authorized.

f. A business with 20 or fewer parking spaces satisfies the notice requirements of this subparagraph by prominently displaying a sign stating "Reserved Parking for Customers Only Unauthorized Vehicles or Vessels Will be Towed Away At the Owner's Expense" in not less than 4-inch high, light-reflective letters on a contrasting background.

g. A property owner towing or removing vessels from real property must post notice, consistent with the requirements in sub-subparagraphs a.-f., which apply to vehicles, that unauthorized vehicles or vessels will be towed away at the owner's expense.

A business owner or lessee may authorize the removal of a vehicle or vessel by a towing company when the vehicle or vessel is parked in such a manner that restricts the normal operation of business; and if a vehicle or vessel parked on a public right-of-way obstructs access to a private driveway the owner, lessee, or agent may have the vehicle or vessel removed by a towing company upon signing an order that the vehicle or vessel be removed without a posted tow-away zone sign.

6. Any person or firm that tows or removes vehicles or vessels and proposes to require an owner, operator, or person in control of a vehicle or vessel to pay the costs of towing and storage prior to redemption of the vehicle or vessel must file and keep on record with the local law enforcement agency a

complete copy of the current rates to be charged for such services and post at the storage site an identical rate schedule and any written contracts with property owners, lessees, or persons in control of property which authorize such person or firm to remove vehicles or vessels as provided in this section.

7. Any person or firm towing or removing any vehicles or vessels from private property without the consent of the owner or other legally authorized person in control of the vehicles or vessels shall, on any trucks, wreckers as defined in s. [713.78\(1\)\(c\)](#), or other vehicles used in the towing or removal, have the name, address, and telephone number of the company performing such service clearly printed in contrasting colors on the driver and passenger sides of the vehicle. The name shall be in at least 3-inch permanently affixed letters, and the address and telephone number shall be in at least 1-inch permanently affixed letters.

8. Vehicle entry for the purpose of removing the vehicle or vessel shall be allowed with reasonable care on the part of the person or firm towing the vehicle or vessel. Such person or firm shall be liable for any damage occasioned to the vehicle or vessel if such entry is not in accordance with the standard of reasonable care.

9. When a vehicle or vessel has been towed or removed pursuant to this section, it must be released to its owner or custodian within one hour after requested. Any vehicle or vessel owner or agent shall have the right to inspect the vehicle or vessel before accepting its return, and no release or waiver of any kind which would release the person or firm towing the vehicle or vessel from liability for damages noted by the owner or other legally authorized person at the time of the redemption may be required from any vehicle or vessel owner, custodian, or agent as a condition of release of the vehicle or vessel to its owner. A detailed, signed receipt showing the legal name of the company or person towing or removing the vehicle or vessel must be given to the person paying towing or storage charges at the time of payment, whether requested or not.

(b) These requirements are minimum standards and do not preclude enactment of additional regulations by any municipality or county including the right to regulate rates when vehicles or vessels are towed from private property.

(3) This section does not apply to law enforcement, firefighting, rescue squad, ambulance, or other emergency vehicles or vessels that are marked as such or to property owned by any governmental entity.

(4) When a person improperly causes a vehicle or vessel to be removed, such person shall be liable to the owner or lessee of the vehicle or vessel for the cost of removal, transportation, and storage; any damages resulting from the removal, transportation, or storage of the vehicle or vessel; attorney's fees; and court costs.

(5)(a) Any person who violates subparagraph (2)(a)2. or subparagraph (2)(a)6. commits a misdemeanor of the first degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

(b) Any person who violates subparagraph (2)(a)1., subparagraph (2)(a)3., subparagraph (2)(a)4., subparagraph (2)(a)7., or subparagraph (2)(a)9. commits a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

History.—s. 1, ch. 76-83; s. 221, ch. 77-104; s. 2, ch. 79-206; s. 2, ch. 79-271; s. 2, ch. 79-410; s. 1, ch. 83-330; s. 51, ch. 87-198; s. 3, ch. 88-240; s. 9, ch. 90-283; s. 839, ch. 97-102; s. 18, ch. 2001-64; s. 5, ch. 2005-137; s. 11, ch. 2006-172; s. 10, ch. 2014-70.

RESOLUTION 2019-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 ("DISTRICT") OUTLINING TOWING/REMOVAL PROCEDURES FOR VEHICLES OR VESSELS PARKED OR LOCATED IN DISTRICT DESIGNATED "TOW-AWAY ZONES", INCLUDING BUT NOT LIMITED TO DISTRICT OWNED ROAD(S) RIGHT(S)-OF WAY; PROVIDING DEFINITIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, there has been a recent increase in the unauthorized parking of vehicles on District owned property, including but not limited to unauthorized parking of vehicles in and on District owned road(s) right(s)-of-way; and,

WHEREAS, Chapter 2016-94 Laws of Florida (CS/HB No. 971), effective July 1, 2016, amended Section 190.012(2)(d), Florida Statutes, authorizing the District to contract with a towing operator to remove vehicles or vessels from specific facilities or properties, subject to certain requirements, including but not limited to following the authorization and notice and procedural requirements in Section 715.07, F.S. for an owner or lessee of private property; and,

WHEREAS, Section 715.07(1)(a), F.S. defines a "Vehicle" as "any mobile item which normally uses, wheels, whether motorized or not.", thus including cars, trucks, recreational vehicles, trailers, golf carts, bicycles, or any other item on wheels; and, Section 715.07(1)(b), F.S. defines a "Vessel" as "every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water, other than a seaplane or a 'documented vessel' as defined in s. 327.02."; and,

WHEREAS, the District's selection of a towing operator is not subject to public bidding if the towing operator is included in an approved list of towing operators maintained by the local government that has jurisdiction over the District's facility(ies) or property(ies); and,

WHEREAS, the District desires to outline the responsibilities and authority of District staff or management with respect to towing; designating the specific individuals as agents/designated representatives of the District for the towing and removal; and establish and designate initial Tow-Away Zones.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1, COLLIER COUNTY, FLORIDA;

SECTION 1. INTRODUCTION.

The District finds that the unauthorized parking of Vehicles and Vessels (hereinafter defined) on certain of its property cause hazards and danger to the health, safety and welfare of District property, District residents and the public and this Resolution establishes the process of the District to remove such unauthorized parked Vehicles and Vessels from District designated Tow-Away Zones consistent with procedures outlined in this Resolution.

SECTION 2. DEFINITIONS.

The following definitions are in addition to the definitions of "Vehicles" and "Vessels" in Sections 715.07(1)(a) and (b), Florida Statutes.

- A.** *Vehicle.* As defined in Section 715.07(1)(a), Florida Statutes, any mobile item which normally uses wheels, whether motorized or not, thus including but not limited to cars, trucks, recreational vehicles, motor homes, campers, trailers, golf carts, bicycles, or any other item on wheels.
- B.** *Vessel.* As defined in Section 715.07(1)(b), Florida Statutes, every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water, other than a seaplane or a "documented vessel" as defined in s. 327.02.
- C.** *Parked.* A Vehicle or Vessel left unattended by its owner or user.
- D.** *Tow-Away Zone.* District property, including but not limited to District owned road(s) right(s)-of-way in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.

SECTION 3. ESTABLISHMENT OF TOW-AWAY ZONES.

Those areas within the boundaries of the District road(s) right(s)-of-way depicted on **Exhibit A**, which **Exhibit A** is incorporated herein by reference, are hereby established and declared as "Tow-Away Zones" for all unauthorized parked Vehicles and Vessels ("Tow Away Zone"). The Board reserves the right by future Resolutions to designate additional areas within the boundaries of District property, including but not limited to the District's road(s) rights-of-way, as Tow-Away Zones.

SECTION 4. TOWING/REMOVAL PROCEDURES.

A. SIGNAGE AND LANGUAGE REQUIREMENTS.

Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, Florida Statutes.

B. TOWING/REMOVAL AUTHORITY.

To effect towing/removal of a Vehicle or Vessel, the District Manager or his/her designee must verify that the subject Vehicle or Vessel was not authorized by the District to park in the Tow-Away-Zone and then must contact a firm authorized by Florida law to tow/remove Vehicle or Vessel for the removal of such unauthorized Vehicle or Vessel at the owner's expense. The Vehicle or Vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, Florida Statutes.

C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.

The District's Board of Supervisors and its designee, the District Manager, are hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized parked Vehicles or Vessels in accordance with Florida law and with the policies set forth herein.

SECTION 5: EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

ATTEST:

Secretary/Asst. Secretary

PHILLIP BROUGHAM, CHAIRMAN

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1

7



PROPOSAL

TO: Fiddlers Creek, *CDD #1, Maintenance Repairs*

ATTN: Terry Cole

DATE: 2-27-2019

JOB: Catch Basin Rehab project

ITEM #	DESCRIPTION <i>#12</i>	QTY	UNIT	UNIT PRICE	AMOUNT
1	Catch basins 1-9 Includes: Top removal, drill and dowel new #4 rebar, form and pour new tops using the existing ring and covers.	<i>9/10</i>	EA	\$2,987.93	\$26,891.37 <i>29,879.30</i>
2	Catch Basins 10-11 Includes: Top removal, drill and dowel new #4 rebar, form and pour tops using the existing ring and covers. Form and pour 5'x 18'x 5" flume to basin and 6" curb around basin. Clean basins with vac trailer and disposal of material on site.	2	EA	\$3,462.17	\$6,924.34
*	Price does not include surveying or permits.				
3	Concrete and rebar disposal and hauling	1	LS	\$1,500.00	\$1,500.00
				TOTAL	\$35,315.71

Owner/Customer – Signature & Date

\$38,303.64





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02/13/2019 10:34

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02/13/2019

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02/13/2019 15:00

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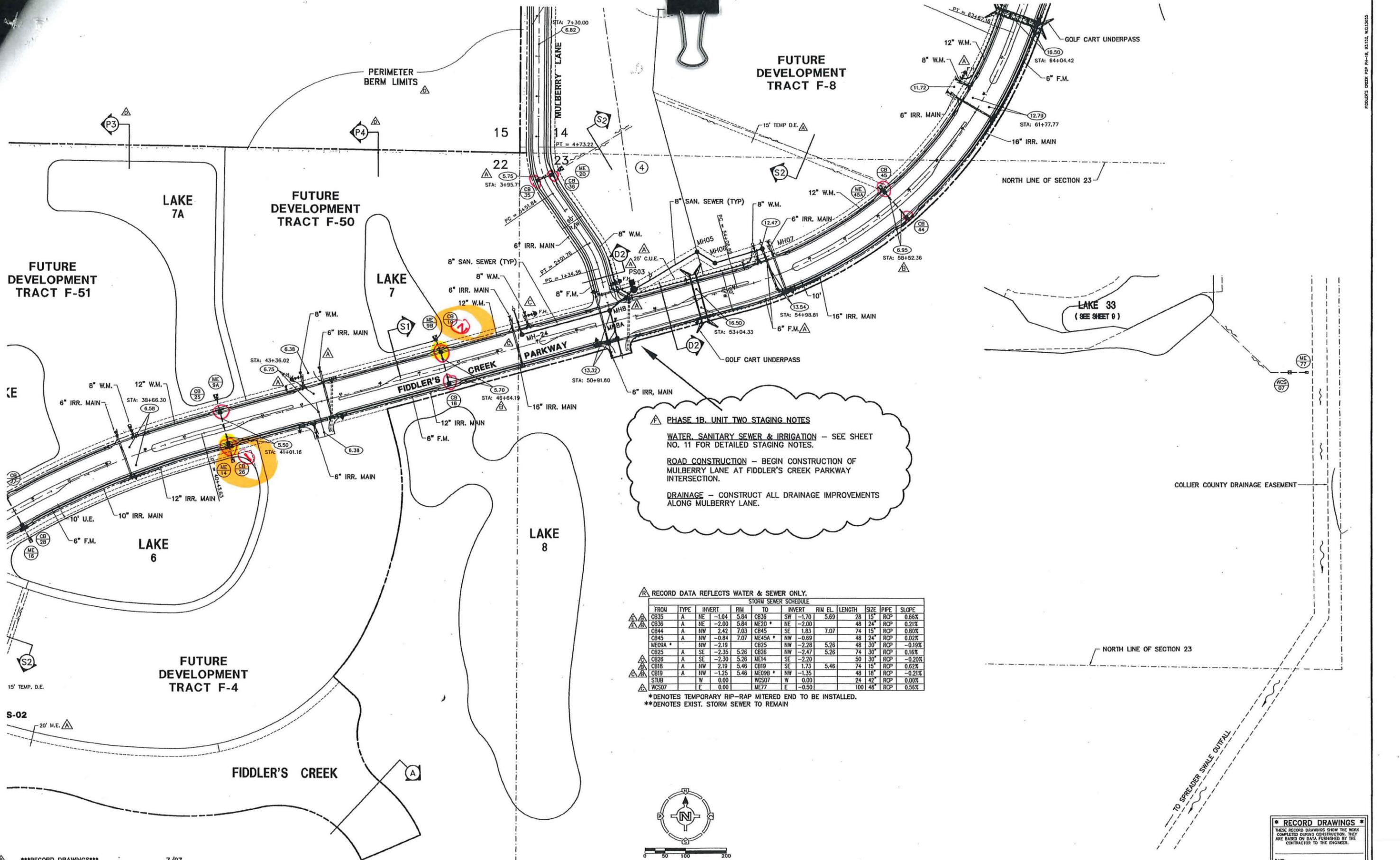
9

~~02/13/2019 15:00~~

02/13/2019 15:00



#12



PHASE 1B, UNIT TWO STAGING NOTES

WATER, SANITARY SEWER & IRRIGATION - SEE SHEET NO. 11 FOR DETAILED STAGING NOTES.

ROAD CONSTRUCTION - BEGIN CONSTRUCTION OF MULBERRY LANE AT FIDDLER'S CREEK PARKWAY INTERSECTION.

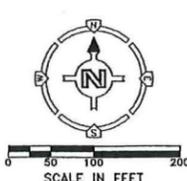
DRAINAGE - CONSTRUCT ALL DRAINAGE IMPROVEMENTS ALONG MULBERRY LANE.

RECORD DATA REFLECTS WATER & SEWER ONLY.

STORM SEWER SCHEDULE

FROM	TYPE	INVERT	RIM	TO	INVERT	RIM EL.	LENGTH	SIZE	PIPE	SLOPE
CB35	A	NE -1.04	5.84	CB36	SW -1.70	5.69	28	15"	RCP	0.65%
CB36	A	NE -2.00	5.84	ME20 *	NE -2.00		48	24"	RCP	0.21%
CB44	A	NW 2.42	7.03	CB45	SE 1.83	7.07	74	15"	RCP	0.80%
CB45	A	NW -0.84	7.07	ME45A *	NW -0.69		48	24"	RCP	0.02%
ME09A *		NW -2.19		CB25	NW -2.28	5.26	48	30"	RCP	-0.19%
CB25	A	SE -2.35	5.26	CB26	NW -2.47	5.26	74	30"	RCP	0.16%
CB26	A	SE -2.30	5.26	ME14	SE -2.20		50	30"	RCP	-0.20%
CB18	A	NW 2.19	5.46	CB19	SE 1.73	5.46	74	15"	RCP	0.62%
CB19	A	NW -1.25	5.46	ME09B *	NW -1.35		48	18"	RCP	-0.21%
STUB	W	0.00		WCS07	W 0.00		24	42"	RCP	0.00%
WCS07	E	0.00		ME77	E -0.50		100	48"	RCP	0.56%

* DENOTES TEMPORARY RIP-RAP MITERED END TO BE INSTALLED.
 ** DENOTES EXIST. STORM SEWER TO REMAIN



RECORD DRAWINGS 7/97
 UNIT TWO REVISIONS 5/97

LETTER	REVISIONS	DATE
DESIGN REVISIONS		1/97
REVISED PERIMETER BERM		10/96
ADD TRACT F-50 ENTRANCE		9/96
HMA DESIGN REVIEW		6/96
COLLIER COUNTY REVIEW COMMENTS		5/96

FIDDLER'S CREEK
Phase 1B, Unit 2
Construction

DESIGNED BY WTC/ROP DATE 2/96
 DRAWN BY ROP DATE 3/96
 CHECKED BY WTC DATE 3/96
 VERTICAL SCALE HORIZONTAL SCALE
 1" = 100'

HMA HOLE, MONTES & ASSOCIATES, Inc.
 ENGINEERS-PLANNERS-SURVEYORS
 715 10th Street S., Naples, FL. 34102 - Phone: (941) 262-4617

SITE / UTILITIES, PAVING, GRADING & DRAINAGE PLAN

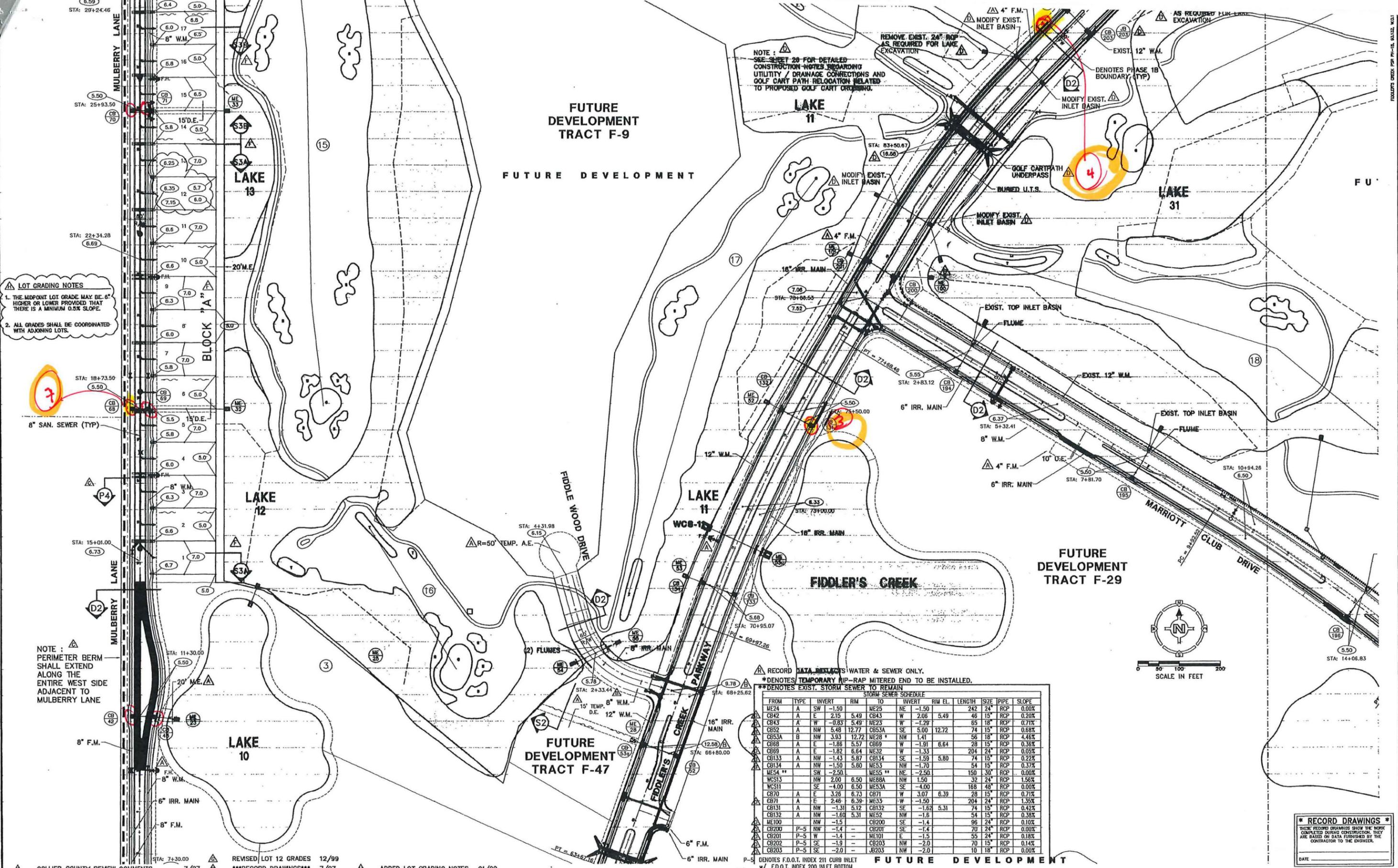
THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:
 DATE _____

REFERENCE NO.	DRAWING NO.
CON1BP2	3364-U2-5R
PROJECT NO.	SHEET NO.
93.132	5 OF 43

RECORD DRAWINGS
 THESE RECORD DRAWINGS SHOW THE WORK COMPLETED DURING CONSTRUCTION. THEY ARE BASED ON DATA FURNISHED BY THE CONTRACTOR TO THE ENGINEER.
 DATE _____

1:99503125:MEAL:VARS:INDU:LUY:PHASE=20:UNIT=1:CONSTRUCTION:1997.dwg INU 589 04 08:57:09 1997 DWP

FIDDLER'S CREEK: P&P: PH-18: 93.132: M013003



LOT GRADING NOTES

1. THE MIDPOINT LOT GRADE MAY BE 6" HIGHER OR LOWER PROVIDED THAT THERE IS A MINIMUM 0.5% SLOPE.
2. ALL GRADES SHALL BE COORDINATED WITH ADJOINING LOTS.

NOTE : PERIMETER BERM SHALL EXTEND ALONG THE ENTIRE WEST SIDE ADJACENT TO MULBERRY LANE

NOTE : SEE SHEET 20 FOR DETAILED CONSTRUCTION NOTES REGARDING UTILITY / DRAINAGE CONNECTIONS AND GOLF CART PATH RELOCATION RELATED TO PROPOSED GOLF CART CROSSING.

STORM SEWER SCHEDULE

FROM	TYPE	INVERT	RIM	TO	INVERT	RIM EL.	LENGTH	SIZE	PIPE	SLOPE
ME24	A	SW -1.50	ME25	NE -1.50	242	24"	RCP	0.00%		
CB42	A	E 2.15	5.49	CB43	W 2.06	5.49	46	15"	RCP	0.20%
CB43	A	W -0.83	5.49	ME23	W -1.29		65	18"	RCP	0.71%
CB52	A	NW 5.48	12.77	CB53A	SE 5.00	12.72	74	15"	RCP	0.68%
CB53A	B	NW 3.93	12.72	ME28	NW 1.41		56	18"	RCP	4.46%
CB68	A	E -1.86	5.57	CB69	W -1.91	6.64	28	15"	RCP	0.36%
CB69	A	E -1.82	6.64	NE32	W -1.33		204	24"	RCP	0.03%
CB133	A	NW -1.43	5.87	CB134	SE -1.69	5.80	74	15"	RCP	0.22%
CB134	A	NW -1.50	5.80	ME53	NW -1.70		54	15"	RCP	0.37%
ME54	**	SW -2.50	ME55	**	NE -2.50		150	30"	RCP	0.00%
ME53	NW	2.50	6.50	ME80A	NW 1.50		32	24"	RCP	1.56%
ME51	SE	-4.00	6.50	ME53A	SE -4.00		168	48"	RCP	0.00%
CB70	A	E 3.26	6.73	CB71	W 3.07	6.39	28	15"	RCP	0.71%
CB71	A	E 2.46	6.39	ME33	W -1.50		204	24"	RCP	1.35%
CB131	A	NW -1.31	5.12	CB132	SE -1.62	5.31	74	15"	RCP	0.42%
CB132	A	NW -1.60	5.31	ME52	NW -1.5		54	15"	RCP	0.38%
ME100	NW	-1.5	5.31	CB200	SE -1.4		96	24"	RCP	0.10%
CB200	P-5	NW -1.4		CB201	SE -1.4		70	24"	RCP	0.00%
CB201	P-5	W -1.4		ME101	E -1.5		55	24"	RCP	0.18%
CB202	P-5	SE -1.9		CB203	NW -2.0		70	15"	RCP	0.14%
CB203	P-5	SE -2.0		CB203	NW -2.0		10	18"	RCP	0.00%

COLLIER COUNTY REVIEW COMMENTS	7/97
UNIT TWO REVISIONS	4/97
DESIGN REVISIONS	1/97
REVISED PERIMETER BERM	10/96
HMA DESIGN REVIEW	6/96
COLLIER COUNTY REVIEW COMMENTS	5/96

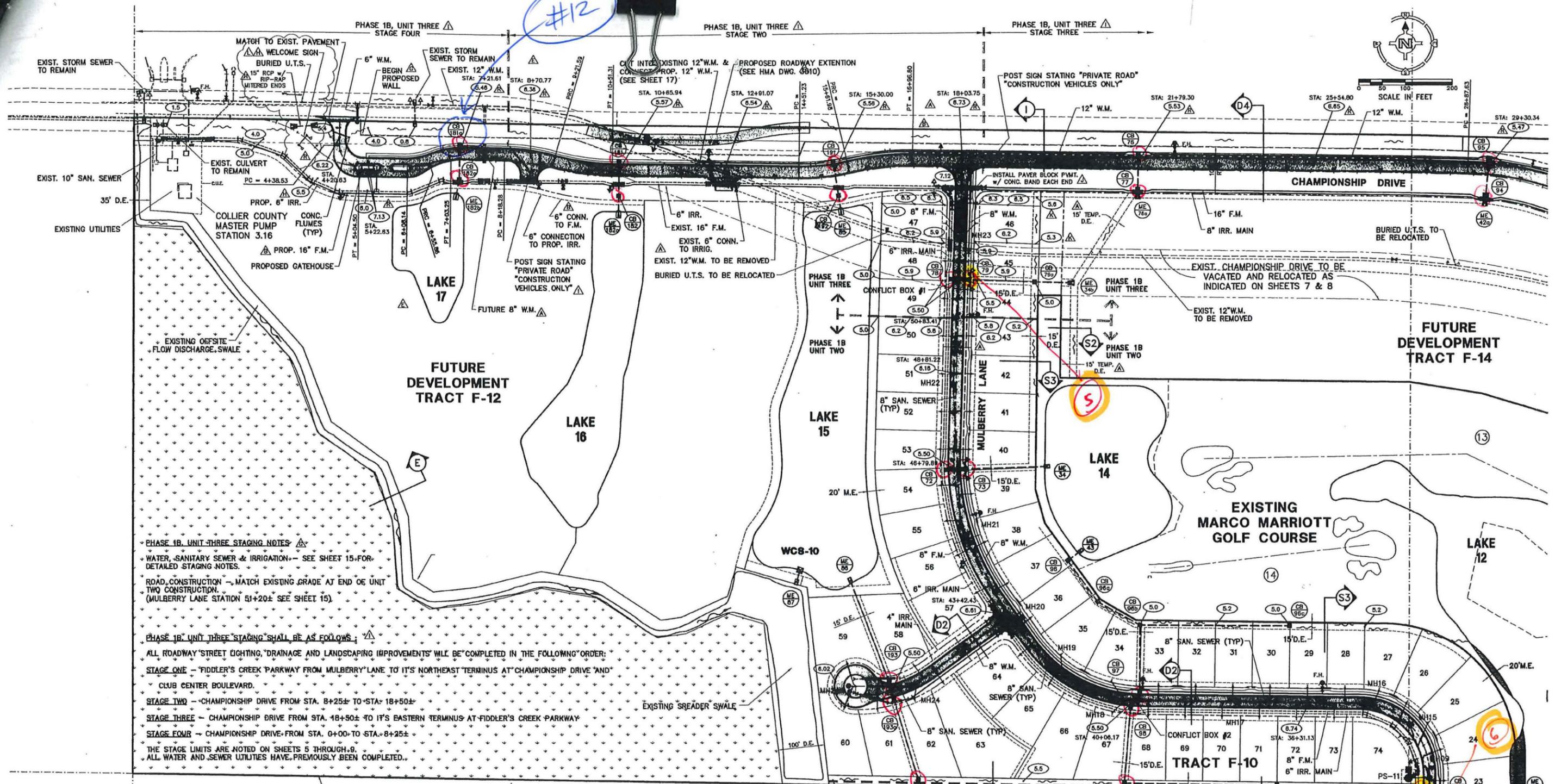
DESIGNED BY WTC/ROP DATE 2/96
 DRAWN BY ROP DATE 3/96
 CHECKED BY WTC DATE 3/96
 VERTICAL SCALE HORIZONTAL SCALE 1" = 100'

FIDDLER'S CREEK Phase 1B, Unit 2 Construction

HMA & ASSOCIATES, Inc.
 ENGINEERS-PLANNERS-SURVEYORS
 715 10th Street S., Naples, FL, 34102 - Phone : (941) 262-4617

SITE / UTILITIES, PAVING, GRADING & DRAINAGE PLAN

REFERENCE NO.	CON1BP3	DRAWING NO.	3364-U2-6R
PROJECT NO.	93.132	SHEET NO.	6 OF 43



PHASE 1B, UNIT THREE STAGING NOTES

- WATER, SANITARY SEWER & IRRIGATION - SEE SHEET 15 FOR DETAILED STAGING NOTES.
- ROAD CONSTRUCTION - MATCH EXISTING GRADE AT END OF UNIT TWO CONSTRUCTION. (MULBERRY LANE STATION 51+20± SEE SHEET 15)

PHASE 1B, UNIT THREE STAGING SHALL BE AS FOLLOWS:

- STAGE ONE** - FIDDLER'S CREEK PARKWAY FROM MULBERRY LANE TO ITS NORTHEAST TERMINUS AT CHAMPIONSHIP DRIVE AND CLUB CENTER BOULEVARD.
- STAGE TWO** - CHAMPIONSHIP DRIVE FROM STA. 8+25± TO STA. 18+50±
- STAGE THREE** - CHAMPIONSHIP DRIVE FROM STA. 18+50± TO ITS EASTERN TERMINUS AT FIDDLER'S CREEK PARKWAY
- STAGE FOUR** - CHAMPIONSHIP DRIVE FROM STA. 0+00± TO STA. 8+25±

THE STAGE LIMITS ARE NOTED ON SHEETS 5 THROUGH 9.
ALL WATER AND SEWER UTILITIES HAVE PREVIOUSLY BEEN COMPLETED.

FROM	TYPE	INVERT	TO	INVERT	RISE	LENGTH	SIZE	PIPE	SLOPE	
CB72	A	E	2.40	5.48	CB73	W	2.26	5.37	28 15" RCP	0.50%
CB73	A	W	2.20	5.37	ME34	E	-0.83	191	15" RCP	1.59%
CB76	A	S	1.89	5.75	CB77	N	1.44	5.36	68 18" RCP	0.57%
CB77	A	S	2.12	5.36	ME76A	S	-2.04	20	24" RCP	0.83%
CB78	A	E	2.00	5.31	CB79	W	1.20	5.46	12 15" RCP	8.42%
CB79	A	E	1.20	5.46	CB79A	W	0.93	5.45	16 15" RCP	1.63%
CB79A	A	E	1.18	5.45	CB79A	W	0.41	4.90	146 24" RCP	0.53%
CB79A	B	E	0.43	4.90	STUB	E	0.40	80	24" RCP	0.04%

FROM	TYPE	INVERT	TO	INVERT	RISE	LENGTH	SIZE	PIPE	SLOPE	
ME43	A	NE	-1.56	4.97	CB96	NE	-1.54	4.97	44 24" RCP	-0.18%
CB96	B	SE	-1.56	4.97	CB96A	NW	-1.58	4.95	109 24" RCP	0.02%
CB96A	B	SE	-1.47	4.95	CB96B	NW	-1.60	4.97	103 24" RCP	0.13%
CB96B	B	W	1.96	5.13	CB96B	E	1.23	4.97	322 15" RCP	0.23%
CB96B	B	S	-1.57	4.97	CB97	N	-1.57	5.40	144 24" RCP	0.00%
CB97	A	SW	-1.63	5.40	CB97	NE	-1.65	5.36	18 24" RCP	0.11%
CB97	A	SW	-1.65	5.36	CB98	N	-1.68	5.39	18 24" RCP	0.17%
CB98	A	S	-1.90	5.39	CB99	N	-1.90	4.50	328 30" RCP	0.00%
CB99	A	E	-1.90	4.50	CB99A	N	-1.90	4.50	311 30" RCP	0.00%
CB99A	B	E	-2.05	5.46	CB100	W	-2.05	5.45	28 30" RCP	0.00%
CB100	A	E	-1.94	5.45	CB100	NW	-1.87	6.00	28 30" RCP	0.28%
CB100	E	-2.04	6.00	ME44	E	-1.90	187	30" RCP	0.00%	

FROM	TYPE	INVERT	TO	INVERT	RISE	LENGTH	SIZE	PIPE	SLOPE	
CB191	A	S	2.24	5.74	CB192	N	0.20	5.44	68 15" RCP	0.29%
CB192	A	S	N/A	5.44	ME85	S	-1.75	42	18" RCP	0.60%
CB192B	A	NW	2.58	5.00	CB193A	SE	2.32	5.37	182 15" RCP	0.14%
CB193A	A	NW	2.36	5.37	CB193	SE	2.26	5.32	34 18" RCP	0.29%
CB193	A	NW	1.70	5.32	ME86	NW	-1.17	238	24" RCP	1.21%
ME86	A	SW	1.47	5.00	ME87	SW	-2.00	46	30" RCP	7.54%
CB181	A	S	2.46	5.60	CB182	N	1.30	5.46	68 18" RCP	0.29%
CB182	A	S	-1.57	5.46	ME182A	N	-1.75	42	18" RCP	0.60%
CB182A	A	S	2.30	5.26	CB182A	N	2.10	5.55	68 15" RCP	0.29%
CB182A	A	S	-1.67	5.55	ME182B	N	BURIED	48	18" RCP	0.52%

* DENOTES TEMPORARY RIP-RAP MITERED END TO BE INSTALLED.
** DENOTES EXIST. STORM SEWER TO REMAIN

- CHANGED ENTRY WELCOME SIGN 07/02
- REVISED REAR LOT GRADES 01/01
- ADDED PAVER BLOCK PAVEMENT 11/99
- UNIT 3 RECORD DRAWINGS * 4/98
- UNIT THREE STAGING NOTES 1/99
- ADDED WELCOME SIGN AND GRADING 10/98
- UNIT THREE REVISIONS 10/97
- DESIGN REVISIONS 2/97
- DESIGN REVISIONS 2/97
- DESIGN REVISIONS 1/97
- REVISED PERIMETER BERMS 10/96
- HMA DESIGN REVIEW 6/96

FIDDLER'S CREEK Phase 1B, Unit 3

DESIGNED BY WTC/ROP DATE 2/96
DRAWN BY ROP DATE 3/96
CHECKED BY WTC DATE 3/96

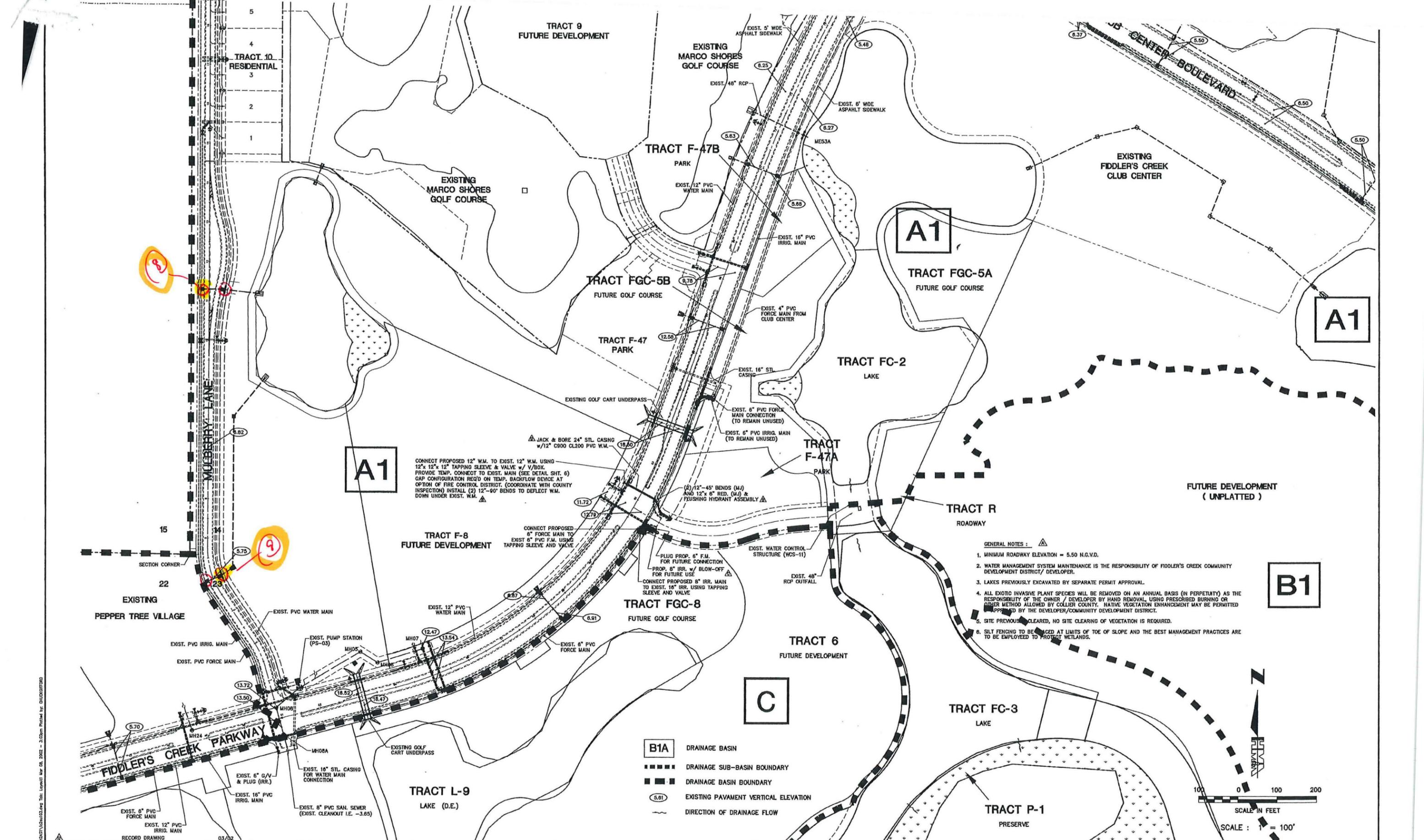
HMA HOLE, MONTES & ASSOCIATES, Inc.
ENGINEERS-PLANNERS-SURVEYORS

SITE / UTILITIES, PAVING, GRADING & DRAINAGE PLAN

RECORD DRAWING REFERENCE NO. DRAWING NO.
FC1BU306 3364-U3-7R
PROJECT NO. SHEET NO.

ENGINEER: W. TERRY COLE, P.E. LICENSE No. 42347

10/11
Re-do New tops w/ Flume



A1

A1

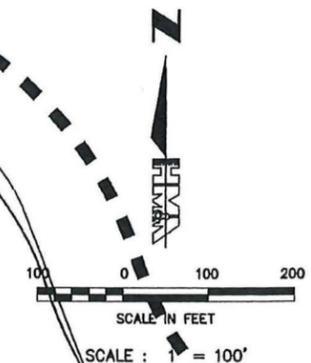
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C

- B1A** DRAINAGE BASIN
- DRAINAGE SUB-BASIN BOUNDARY
- DRAINAGE BASIN BOUNDARY
- (5.01) EXISTING PAVEMENT VERTICAL ELEVATION
- DIRECTION OF DRAINAGE FLOW

- GENERAL NOTES :**
1. MINIMUM ROADWAY ELEVATION = 5.50 N.G.V.D.
 2. WATER MANAGEMENT SYSTEM MAINTENANCE IS THE RESPONSIBILITY OF FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT/ DEVELOPER.
 3. LAKES PREVIOUSLY EXCAVATED BY SEPARATE PERMIT APPROVAL.
 4. ALL EXOTIC INVASIVE PLANT SPECIES WILL BE REMOVED ON AN ANNUAL BASIS (IN PERPETUITY) AS THE RESPONSIBILITY OF THE OWNER / DEVELOPER BY HAND REMOVAL, USING PRESCRIBED BURNING OR OTHER METHOD ALLOWED BY COLLIER COUNTY. NATIVE VEGETATION ENHANCEMENT MAY BE PERMITTED AS APPROVED BY THE DEVELOPER/COMMUNITY DEVELOPMENT DISTRICT.
 5. SITE PREVIOUSLY CLEARED, NO SITE CLEARING OF VEGETATION IS REQUIRED.
 6. SILT FENCING TO BE PLACED AT LIMITS OF TOE OF SLOPE AND THE BEST MANAGEMENT PRACTICES ARE TO BE EMPLOYED TO PROTECT WETLANDS.



IRR. BLOW-OFF WAS 8" PLUG PER COUNTY COMMENT	08/00	
REMOVED W.M. CROSSING & ADDED JACK & BORE	09/00	
REVISIONS PER COUNTY REVIEW	11/99	
LETTER	REVISIONS	DATE

Fiddler's Creek
A Gulf Bay Community

PHASE 2A, UNIT ONE CONSTRUCTION

DESIGNED BY	DATE
W.T.C./JON	5/99
DRAWN BY	DATE
JON	5/99
CHECKED BY	DATE
W.T.C.	9/99
VERTICAL SCALE	HORIZONTAL SCALE
N.A.	1" = 100'

HMA HOLE, MONTES & ASSOCIATES, Inc.
ENGINEERS-PLANNERS-SURVEYORS

715 10th Street S., Naples, FL 34102 - Phone: (941) 262-4817

UTILITIES, PAVING, GRADING AND DRAINAGE PLAN

RECORD DRAWING	REFERENCE NO.	DRAWING NO.
THESE RECORD DRAWINGS SHOW THE WORK COMPLETED DURING CONSTRUCTION. THEY ARE BASED UPON DATA FURNISHED BY THE CONTRACTOR TO THE ENGINEER.	FC2AU103	3683-3R
	PROJECT NO.	SHEET NO.
	98.70	3 OF 6

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1

8

Terry Cole

From: Michael Weaver <michael.weaver333@gmail.com>
Sent: Tuesday, January 22, 2019 11:59 AM
To: Terry Cole; Mike Roddis
Subject: Fiddler's Creek CDD 1 - Runaway Ln Concrete Repair *19-0064
Attachments: 19-0064 Fiddlers Creek CDD 1 - Runaway Ln Concrete Repair.pdf

Terry:

Thank you for inviting us to bid on this project, our proposal is attached (PDF). Feel free to contact us with any questions.

A Few notes:

- Includes handwork to remove/reset brick pavers everywhere ribbon curb is being repaired.
- Includes a #5 rebar through the center of the new ribbon curb (this will really help the cracking problem not to recur)
- Includes MOT signs, men working, etc and cones and a flagger for safety
- Includes short load fees because small pours become necessary when doing half of the road (ribbon curb)

Sincerely,

Mike Weaver

Co-Owner & President

(239) 591-5903

6089 Janes Lane

Naples, FL 34109

www.collierpave.com





COLLIER

PAVING & CONCRETE

Collier Paving & Concrete
 6089 Janes Lane
 Naples, FL 34109
 (239) 591-5903
 www.collierpave.com

To:	Fiddler's Creek CDD 1	Contact:	Terry Cole
Address:	C/o Wrathell, Hunt And Associates, 9220 Bonita Beach Road Bonita Springs, FL 34135	Phone:	(239) 464-7114
Project Name:	Fiddler's Creek CDD #1 - Runaway Lane Concrete Repairs	Bid Number:	19-0064
Project Location:	Fiddler's Creek, Naples, FL	Bid Date:	1/22/2019

Thank you for your consideration of our proposal, we look forward to working with you.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.000	EACH	\$300.00	\$300.00
2	Maintenance of Traffic	4.000	DY	\$630.00	\$2,520.00
3	Saw-Cut, Remove & Dispose of Existing Damaged Ribbon Curb	108.000	LF	\$42.30	\$4,568.40
4	Form, Pour & Finish New (2.0') Concrete Ribbon Curb with 3000psi concrete mix	108.000	LF	\$40.15	\$4,336.20
5	Remove & Reset Soldier Course of Brick Pavers adjacent to Ribbon Curb	108.000	LF	\$18.30	\$1,976.40
6	Remove Damaged Concrete Sidewalk (4.0" Thick) & Dispose Offsite	201.000	SF	\$11.05	\$2,221.05
7	Form, Pour & Finish New Concrete Sidewalk (4.0" Thick) with 3000psi Concrete Mix	201.000	SF	\$10.75	\$2,160.75
8	Saw-Cut, Remove & Dispose of Existing Type 'F' Curb	12.000	LF	\$19.75	\$237.00
9	Form, Pour & Finish New Type 'F' Curb with 3000psi concrete mix	12.000	LF	\$54.15	\$649.80
10	Grind to Remove Trip hazard at Concrete Sidewalk Joint	6.000	LF	\$35.00	\$210.00

Total Bid Price: \$19,179.60

Notes:

All Per Plans and Specifications by:

- In this estimate, the terms Buyer and Client refer to the individual, contractor, firm or entity which is hiring the seller to perform the proposed work listed herein. The terms Contractor and Seller refer to the firm which is proposing to perform the work listed herein in exchange for monetary compensation
- Prices are good for (30) Days Only
- Payment in full is due upon completion. Any amount which is not paid within (30) days will be subject to a monthly interest rate of (1.5% or 18% per annum) or the highest amount allowed by Florida Statute
- Price is based on (1) mobilization, additional mobilizations are \$500 each
- Buyer Agrees to pay all reasonable attorney fees in the event that the seller initiates collection efforts
- This is an itemized quote in the sense that the items to be performed are listed. If an additional scope or quantity of work is required then additional costs will accrue to the buyer
- The buyer agrees that in no event will it withhold full payment for work performed by the Seller due to a deficiency in one or more specific aspects or parts of said work. Rather, the buyer will pay the entire and complete amount due to the seller as agreed upon in the approved proposal or contract document except for the specific portion(s) which relate(s) to the deficiency. However, in order to withhold even partial payment, the deficiency must be demonstrable and based in fact with clear evidence and documentation. The buyer will use the estimated cost provided by the seller for a deficient part or portion as the sole basis of determining the value of the deficient portion or part of the work performed for the purpose of withholding partial payment. At no time will the buyer direct any other contractor or its own employees to perform work which has been assigned to the seller whether for the sake of repairing a deficiency or for accelerating the completion of the project for time constraints
- Unless specifically listed in the proposal, the cost for Permits (when necessary) is not included in the cost of the estimate. A Right of Way (ROW) permit can be obtained for \$450.00. The contractor will obtain permits when directed by the Owner or General Contractor for the cost of said permits plus an additional 15% for time and handling expenses
- Not Included in CONCRETE scope (unless listed in the bid items): MOT, Irrigation Repair or Modification, Offsite Work, Removal or Installation of Concrete Pavement with Wire Mesh or Rebar Reinforcement, Private Utility Locates, ADA mats, Replacement of Damaged Sod, Unforseen Conditions, Permits or Fees, Plans
- Not Included in STRIPING scope (unless listed in the bid items): MOT, Thermoplastic, Hydroblasting, bollards, striping of a 2nd lift of asphalt, RPMs, Offsite Work, Glass Beads, Stenciling, 2nd Coat of Paint, Permits or Fees, Cleaning of Dirt & Debris from Construction Work by Others
- Not Included in ASPHALT scope (unless listed in the bid items): MOT, Offsite Work, Permits or Fees, Culverts, Repair or Replacement of Baserock or Subgrade Repair or Replacement of existing drainage Structures

- Not Included in SEALCOAT scope (unless listed in the bid items): MOT, Thermoplastic, Pressure Washing, bollards, striping of a 2nd lift of asphalt, RPMs, Offsite Work, Glass Beads, Stenciling, 2nd Coat of Paint, Permits or Fees, Cleaning of Dirt & Debris from Construction Work by Others
- ASPHALT WORK: The contractor is not responsible for the transfer of existing drainage problems or existing cracks into the new asphalt overlay. The contractor is not responsible for grass growing through asphalt on overlays, new pavement or when paving over limerock. All measurements included herein are working guidelines and not rigid specifications. New asphalt pavement will tend to scuff or mark during the first (12) months after placement due to the curing process. Due to existing grades and site conditions, the contractor will not be responsible for positive drainage although all reasonable efforts will be made to achieve it
- The Contractor reserves the right to withdraw its proposal at any time up until it is signed by both parties
- The buyer hereby agrees that if it incorporates the prices listed herein into a separate contract provided by the Buyer, then by default it has accepted the terms, notes and conditions listed within this proposal. Therefore, it is accepted by both parties that the terms, notes and conditions shown on this estimate are inseparable from the items and prices listed herein. Incorporation of any part of this estimate into another contract is deemed to be de facto acceptance of all parts of this estimate. The conditions of this estimate shall override all conditions of the master contract whenever there is a contradiction between this estimate and the master contract provided by the Buyer.
- The Client expressly agrees to contact the Contractor in writing within (48) hours of noticing any perceived defect or quality concern. Furthermore the Client agrees that he or she will not at any time disparage the Contractor or malign its reputation whether through word of mouth or via social media platforms or through such agencies as may purport to monitor and publish contractor or business performance. The Client agrees that the sole venue for grievances or concerns will be through the judicial court system of the Collier County Circuit Court. The Client agrees that in the event that it should publish or cause to publicize a negative review it shall be liable to pay a penalty to the Contractor of not less than \$5,000.00 per incident.
- The Client acknowledges that Striping, Concrete, Asphalt, Coatings and Sealcoat applications are subject to curing constraints and drying limitations. The Client agrees that he or she will not permit the following activities to occur on the newly installed application: Concrete: No vehicular traffic for (5) consecutive days. Striping: No Vehicular traffic for (1) day. Asphalt: No Vehicular traffic for (7) days. Sealcoating: No Vehicular traffic for (3) days. Failure to abide by these limitations negates any warranty, whether written or oral, or contractual obligation on behalf of the Contractor and causes any liability or warranty by the Contractor to the Client to be waived and forfeited.
- The individual items and phases as described herein cannot be separated or broken out into a partial contract for award basis. The prices are based on performing the entire scope of work as quoted herein and are not valid unless awarded in their totality.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Collier Paving & Concrete</p> <p>Authorized Signature: _____</p> <p>Estimator: Mike Weaver (239) 591-5903 Mike@collierpave.com.com</p>
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GradyMinor

Final Acceptance Walkthrough Inspection

Runaway Bay / Fiddlers Creek

Items listed below are from the Final Acceptance Inspection conducted 1/9/2019			
Item NO.	DESCRIPTION	Responsible Party	Completed
1	Hydrovac all C.B within project limits. (2-CDD, rest non-CDD)	✓ CDD	
2	Replace broken sidewalk panels S. side of Runaway Ln Sta. 6+30. (Across from golf course bath house.	✓ CDD	
3	Replace broken sidewalk panels S. side of Runaway Ln golf cart path Sta. 5+50.	✓ CDD	
4	Replace broked ribbon curb within project llimits on paver bands.	✓ CDD	
5	Replace sidewalk panel on S. side of project entrance. Runaway Lane & Fiddlers Creek Pkwy.	✓ CDD	
6	Correct trip hazzard in sidewalk S. side at project entrance.	✓ CDD	
7	Clean dirt under diamond plates on valley gutter N. side golf cart crossing W. of golf course bath house Sta. 5+25.	✓ CDD	
8	Replace 3 - 9 button signs S. side across from golf course bath house.	✓ CDD	
9	Replace valley gutter S. side across from control str.	✓ CDD	
10	Complete sidewalk and crosswalk including ADA & signs at boat ramp.	Lennar	
11	Install sidewalk ends sign a End of sidewalk N. side of Runaway Bay Ln.	Lennar	
12	Reset pavers in sidewalk that have setteled causing trip hazzard within project limits.	Lennar	
13	Add solid bars to crosswalk Runaway Ln & Runaway Ct.	non-CDD CDD	
14	Reduce all paver ADA areas to 2' at all sidewalk crossings.	Lennar	
15	Lower C.O. tosidewalk elevation & install collar per Collier County Standard. 33404, 3393 Runaway Ln.	Lennar	
16	Replace G.V. collars 3361, 3305, 3277 Runaway Ln.	Lennar	
17	Lower meter bosex to sidewalk elevation. 3297 Runaway Ln.	Lennar	
18	Install crosswalk signs at all crosswalks within project limits.	Lennar.	
19	Install sidewalk and crosswalk across Marsh Cove driveway.	Lennar	
20	Update record drawings to show Cul-De-Sac at east end of Runaway Ln	Grady Minor	

Notes: None

ITEM 2

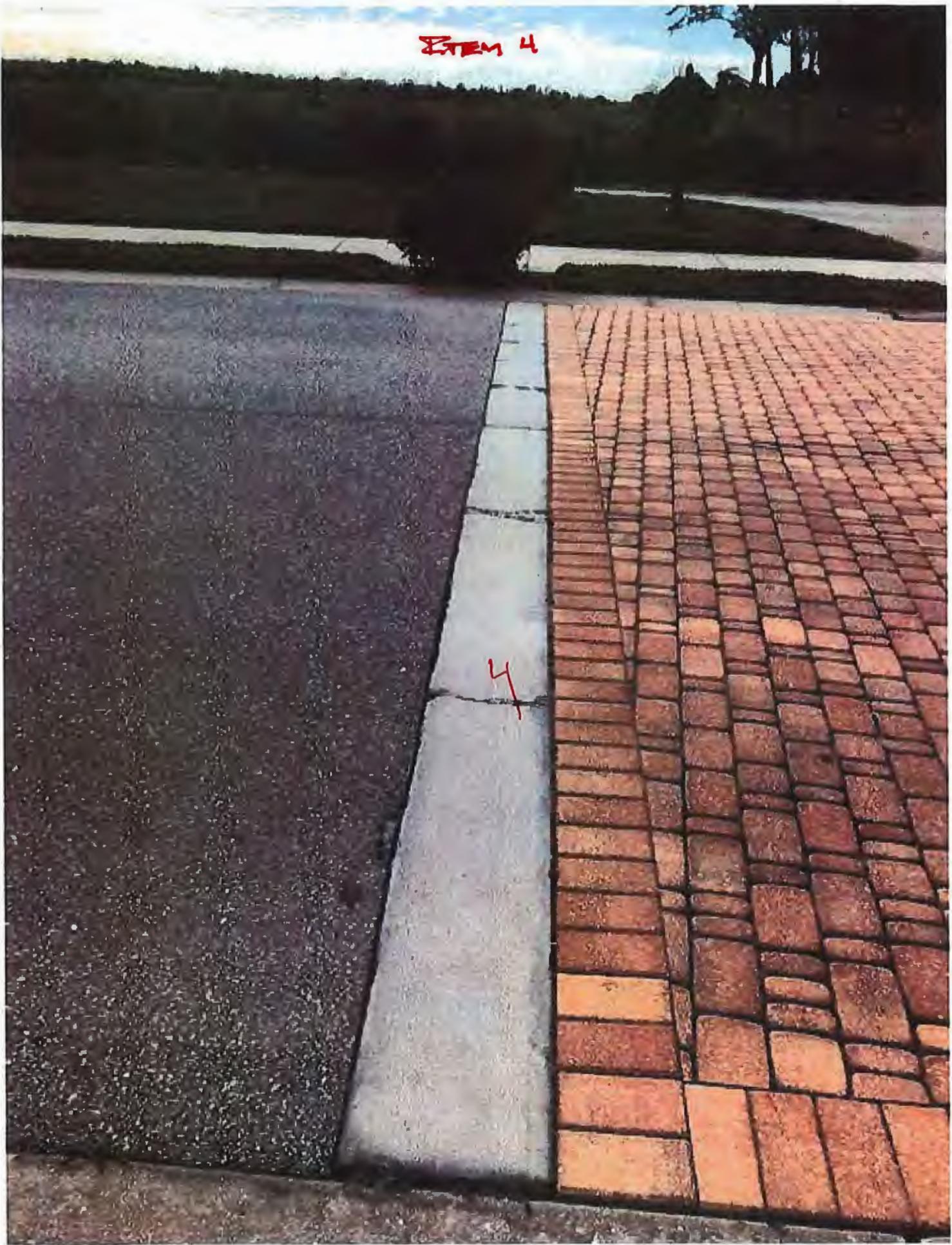
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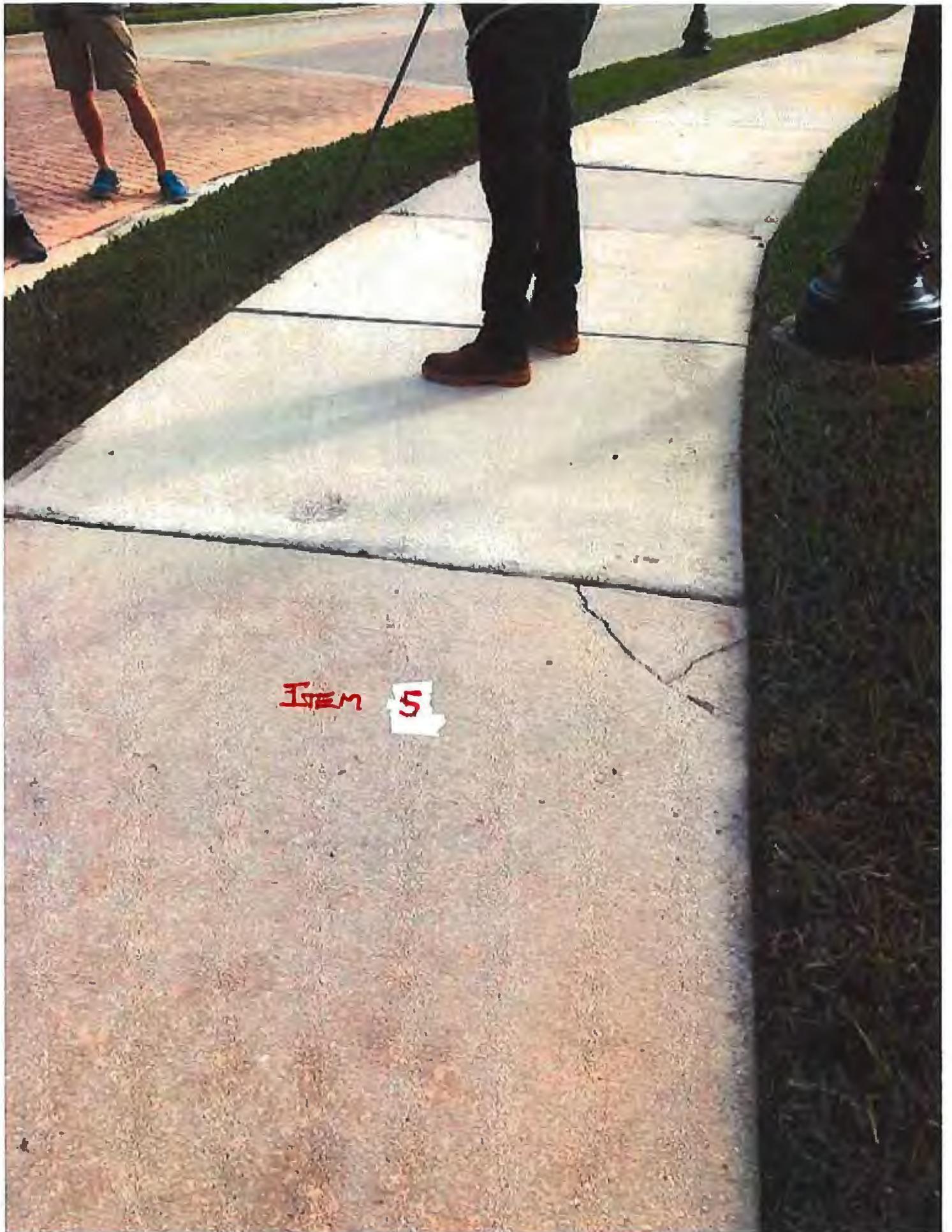




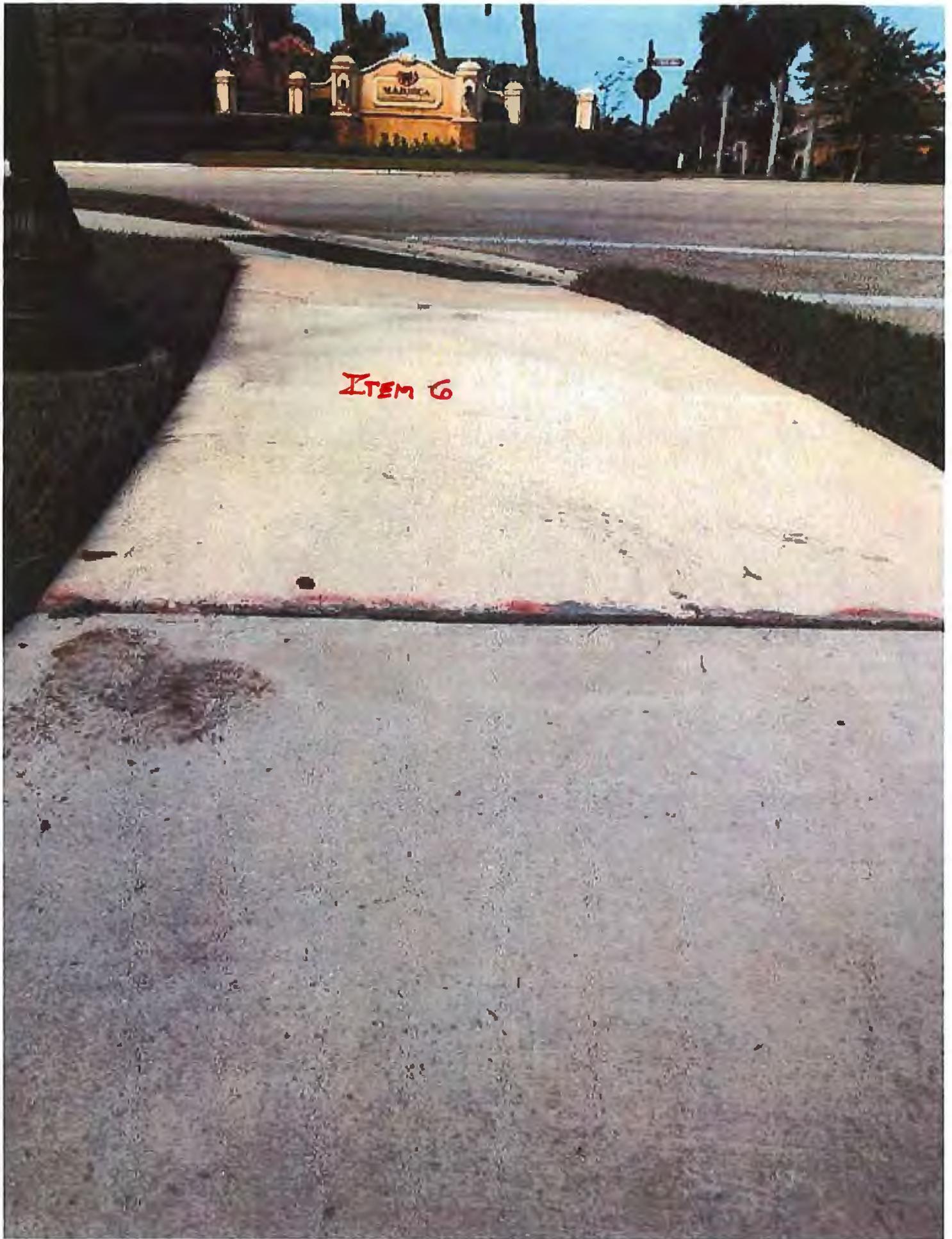
STEM 4

4





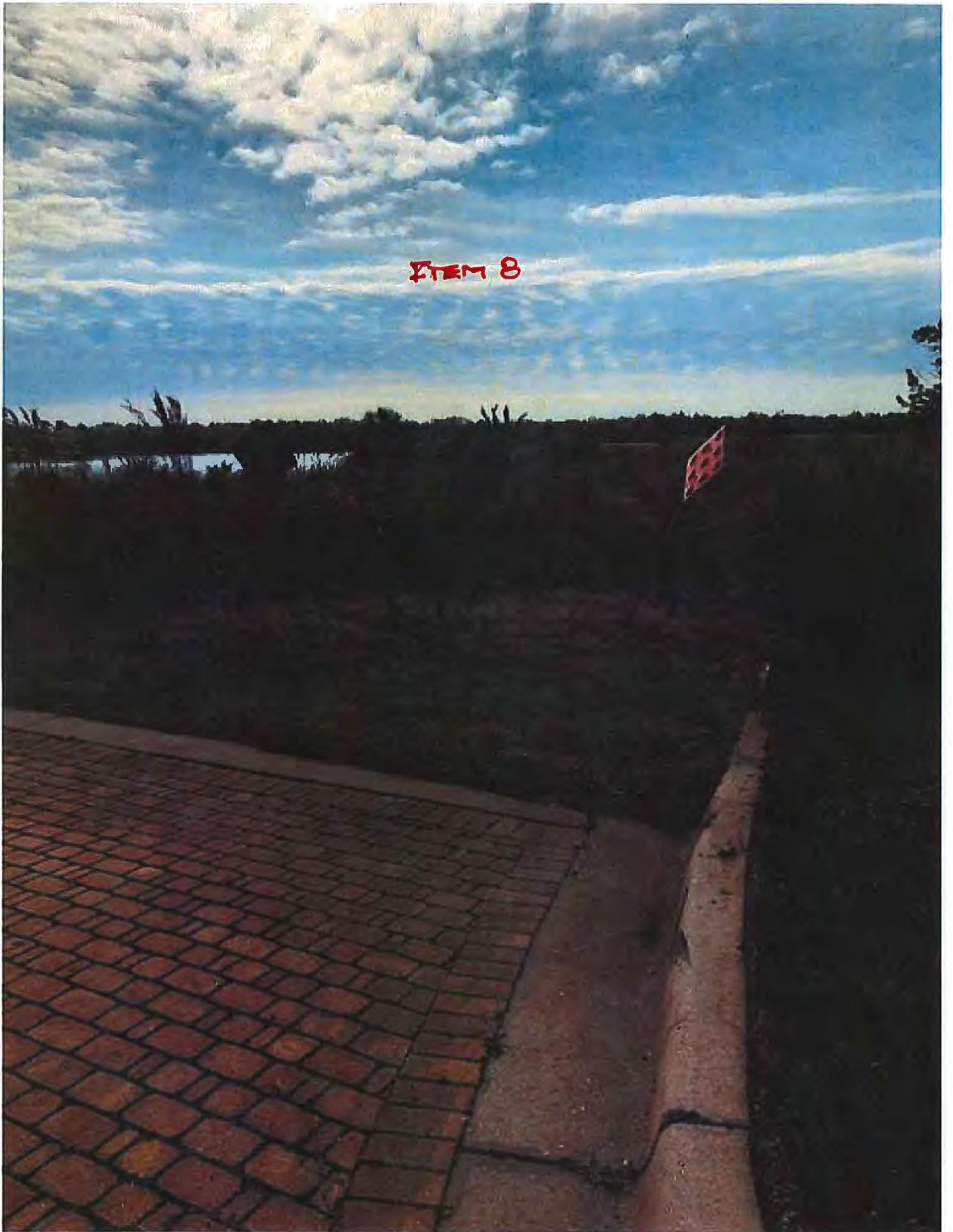
ITEM 5



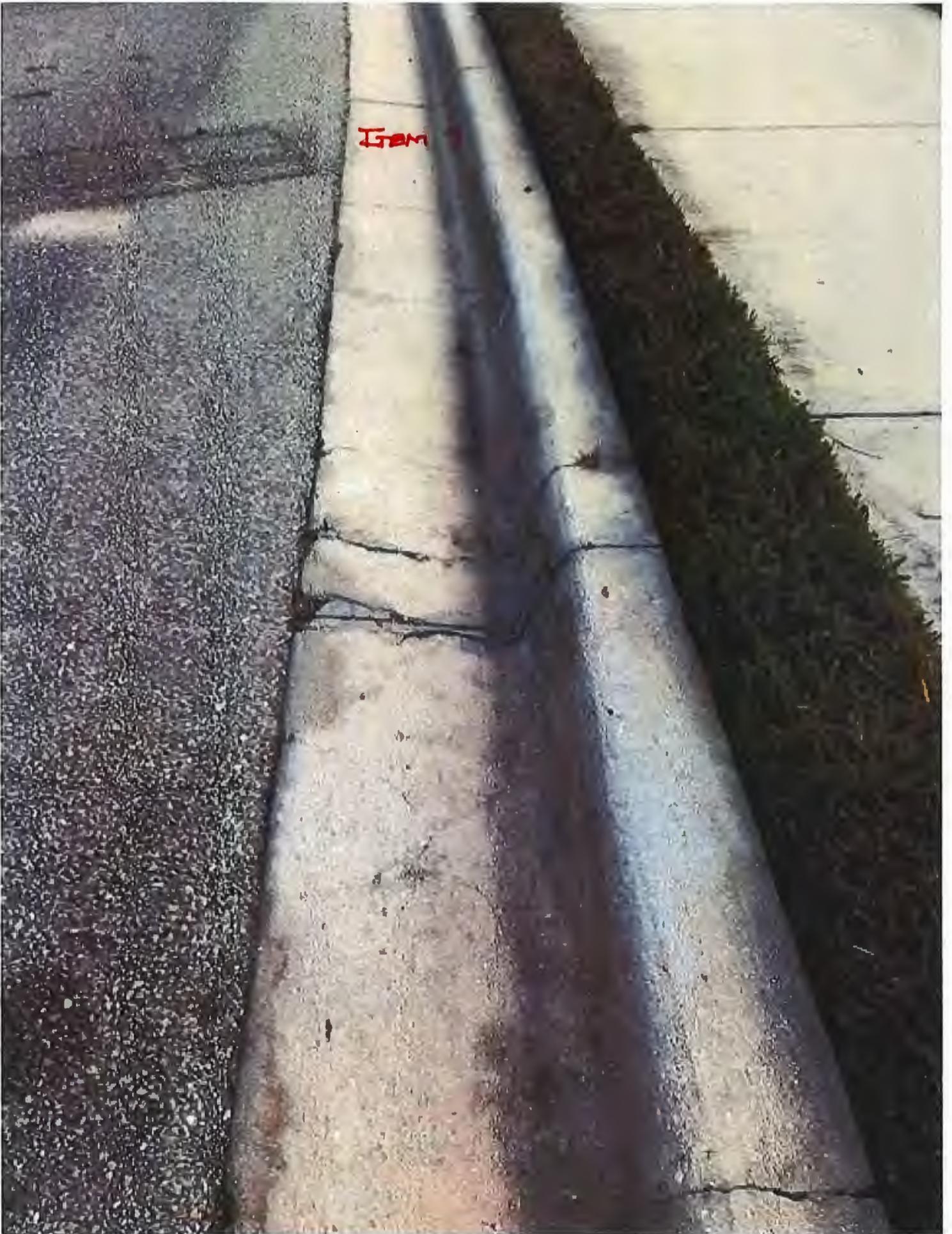
ITEM 6



ITEM 7



ITEM 8



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1

9



Arbor Maintenance Proposal:
Fiddler's Creek

JUNIPERLANDSCAPING.COM



Dear Board Members/Committee Members:

Thank you for the opportunity to be a part of your arbor maintenance contract bidding process at Fiddler's Creek. Our company is dedicated to servicing your landscape initiatives.

The portfolio and proposal we are providing you includes the following information:

- A comprehensive, easy to read proposal
- First pages
 - Letter
 - Brief management approach
- Proposal Tab
 - Corporate office location
 - Company information
 - Proposal pricing sheets
 - References
- Our Services Tab
 - Services we provide
- Qualifications Tab
 - Awards
 - Experience
 - References

We look forward to having the opportunity to work with you and to discuss the enclosed information. If you have any questions, please contact me at 239-826-7924.

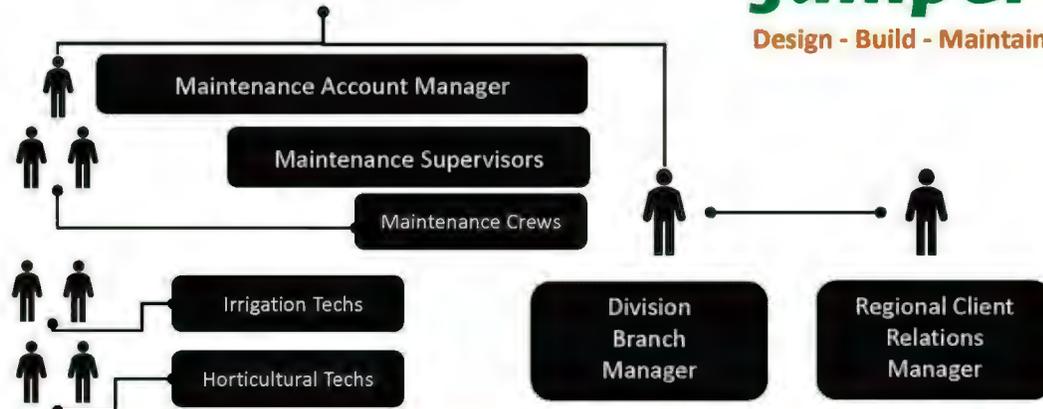
Thank you,

Dan deMont
Vice President
Cell: (239) 826-7924
Email: dan@juniperlandscaping.com

WWW.JUNIPERLANDSCAPING.COM

Our Management Approach

Fiddler's Creek



Corporate Info



Corporate Headquarters:

5880 Staley Rd, Fort Myers,
Florida 33905

Phone: 239-561-5980

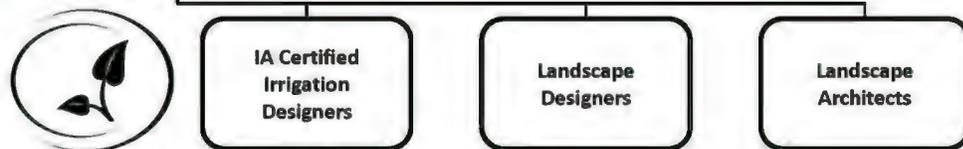
Fax: 239-561-5595

📍 80-acre property with nursery
and tree farm.



Our In-House Resources Make The Difference!

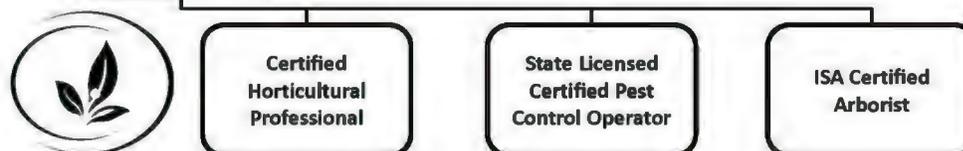
Design



Build



Maintain





Company Information

In 2001, after growing and selling a successful business on the east coast of Florida, Mike Duke and his family relocated to the Lee County area where he started Juniper. Mike's commitment to provide the best value and an on-time project elevated Juniper from a small custom landscape operation with just a few employees to SW FL's biggest landscape firm. In 2016, 2017, & 2018 Juniper was ranked as one of the top 100 landscape firms in the United States by Lawn & Landscape magazine. Brandon Duke joined Juniper in 2008 after graduating with a Bachelor's of Business Management from Liberty University. Brandon grew up in the landscape industry.

🌿 **Years in business:** 17

🌿 **Current number of employees:** Over 700

🌿 **Nature of business:**

- 🌿 **Design:** Our in-house design team, with licensed landscape architects & designers, work with our clients on developing communities from the ground up and provide us the ability to help established communities with long term landscape planning.
- 🌿 **Build:** Our installation teams bring the design teams' plans to life. They handle a range of work from the irrigation infrastructure all the way to the annuals at the front entrance.
- 🌿 **Maintain:** Our maintenance teams are staffed with green industry professionals. Many of our managers have degrees and/or industry certifications & licenses to help them to provide our clients with quality service and expert advice.

🌿 **Description of clients:** Our clients are a mixture of developers, that focus on building community associations in Florida, as well as established community associations throughout southern Florida.



Company Information

Project Specific Contacts

Jake Long

Project Manager

Address: 212 Price Street, Naples, FL 34113

Cellphone:239-834-0453

Mike Owens

Arborist

Address: 212 Price Street, Naples, FL 34113

Cellphone:239-270-0870

Justin Lucas

Naples Branch Manager

Address: 212 Price Street, Naples, FL 34113

Cellphone:239-243-4148

Dan deMont

Vice President

Address: 5880 Staley Road, Fort Myers, FL 33905

Cellphone:239-826-7924 Fax: 239-561-5595

PROPOSAL



Unit Pricing Summary

Design - Build - Maintain

PROPERTY:	FOR:
Fiddler's Creek Anthony DiNardo	Arbor Work Unit Pricing

ITEM	UOM	YEAR 1	YEAR 2	YEAR 3
		UNIT PRICE	UNIT PRICE	UNIT PRICE
Areca Palms	Large	\$35.00	\$0.00	\$35.00
Areca Palms	Medium	\$30.00	\$0.00	\$30.00
Bismarckia	Medium	\$35.00	\$35.00	\$35.00
Chinese Fan Palms	Medium	\$14.00	\$14.00	\$14.00
Coconut Palms (x2 PER YEAR)	Large	\$22.50	\$22.50	\$22.50
Crepe Myrtle	Medium	\$18.00	\$18.00	\$18.00
Ficus (Shape & Thin)	Large	\$150.00	\$0.00	\$55.00
Ficus (Shape & Thin)	Medium	\$100.00	\$0.00	\$35.00
Gumbo Limbo	Medium	\$35.00	\$0.00	\$35.00
Hong Kong Orchid	Medium	\$75.00	\$40.00	\$40.00
Magnolia Tree	Medium	\$30.00	\$0.00	\$30.00
Mahogany	Large	\$75.00	\$45.00	\$45.00
Medjool Palms (x2 PER YEAR)	Large	\$25.00	\$25.00	\$25.00
Oak Trees	Large	\$75.00	\$55.00	\$55.00
Pigeon Plum	Large	\$45.00	\$45.00	\$45.00
Pine Tree (Deadwood)	Large	\$35.00	\$0.00	\$35.00
Queen Palms	Medium	\$14.00	\$14.00	\$14.00
Royal Palms	Large	\$18.00	\$18.00	\$18.00
Royal Poncianna	Medium	\$75.00	\$40.00	\$40.00
Sabal Palms	Large	\$14.00	\$14.00	\$14.00
Sea Grape	Large	\$75.00	\$45.00	\$45.00
Shady Lady/Black Olive	Large	\$75.00	\$55.00	\$55.00
Sylvester Palms (x2 PER YEAR)	Large	\$25.00	\$25.00	\$25.00
Tabebuia Yellow/Pink/Purple	Medium	\$35.00	\$35.00	\$35.00
Traveller's Palm	Large	\$35.00	\$35.00	\$35.00
Washingtonia	Large	\$45.00	\$45.00	\$45.00

Special Notes:

Year #1 Pricing subject to a surcharge as needed on Oaks, Shady Ladys & Mahoganys. This surcharge includes additional thinning that would otherwise been done in year's prior. The surcharge amount will be \$50 and will be documented with before and after pictures.



OUR SERVICES



Services

Landscape Maintenance



Our landscape maintenance teams work closely with the irrigation and horticultural teams. This, combined with regular inspections from our dedicated account managers, helps ensure the job quality our clients have come to expect.



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Design & Installation



Our Design & Installation teams work hard to deliver a quality project on time and on budget.



Custom Residential Design



Computer Rendering



Finished Installation



Custom Communities



Custom Hardscapes Design



Nursery & Tree Farm



Juniper's nursery & tree farm allows us to deliver custom, quality plant material to fit the individual needs of our clients. Our dedicated plant buyer travels around the state in search of the best plant material. By keeping our finger on the pulse of the plant market we are able to maximize value for each client.



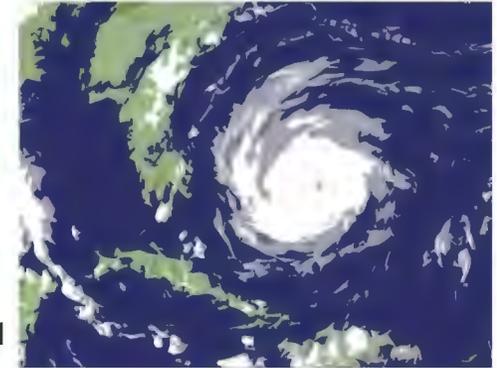
Storms & Hurricanes

Our storm response teams will:

- Clear roadways
- Remove immediate dangers
- Make your property safe

Company Resources:

- Staff of 500 employees
- Fleet of over 100 trucks
- Extensive supply of equipment
- Over 4,000 gallons of onsite fuel
- Generators



After the storm our certified experts are available to help provide you with recommendations on how best to proceed with damaged trees.



Our disaster relief plan addresses your needs immediately after a storm.

QUALIFICATIONS



Experience

Award Winning Landscape & Design



BIA Pinnacle Awards

-  Best Landscape Design Custom Home
-  Award Best Landscape Design
-  Merit Award Design Residential
-  Landscape Design Firm of the Year

Sand Dollar Awards

-  Best Community Feature of the year
-  Best Landscape Design 30-50k
-  Best Landscape Design under 30k
-  Best Landscape Design over 50k

Summit Award

-  Best Contracting Landscape 5 - 8 Million +
-  Merit Award for Infrastructure & Landscape

Aurora Award

-  Landscape Design/Pool Design – Custom for “La Castille”



We provide a complete range of landscape services:

- 🌿 Design
- 🌿 Maintenance
- 🌿 Lighting
- 🌿 Installation
- 🌿 Fertilization & Pest Control
- 🌿 Irrigation
- 🌿 Arbor Care



Juniper has been exceeding industry standards in the area of quality and dependability in Florida since 2001

Our Teams' Certifications & Licenses



At Juniper many of our team members hold valuable certifications and licenses. Their years of experience, along with additional training, enables them to provide our customers with answers they can trust.

- 🌿 Licensed Landscape Architects
- 🌿 Certified Landscape Designers
- 🌿 Certified Irrigation Designers
- 🌿 Certified Pest Control Operators
- 🌿 FNGLA Certified Horticultural Professional
- 🌿 FNGLA Certified Landscape Contractor
- 🌿 ISA Certified Arborist
- 🌿 State of Florida Irrigation License
- 🌿 Certified Hunter IMMS Installer
- 🌿 Certified Rain Bird IQ Installer

Qualifications



Irrigation

Irrigation Installation

- 👉 Infrastructure
- 👉 Pump Stations
- 👉 Central Control
- 👉 Residential
- 👉 Commercial

Our irrigation team has designed irrigation for championship golf courses, large institutions, and enormous CDD's.

Irrigation Maintenance

- 👉 Water Management
- 👉 Water Monitoring
- 👉 Wet Checks
- 👉 Repair



State Licensed Irrigation Contractor



What is a certified irrigation specialty contractor's license?

An irrigation specialty contractor's license is a certified (state wide) specialty license developed by the Construction Industry Licensing Board to permit contractors to install, maintain, repair, alter, extend, manage, monitor, audit, or, if not prohibited by law, design irrigation systems.

Certifications





Design - Build - Maintain

Certifications

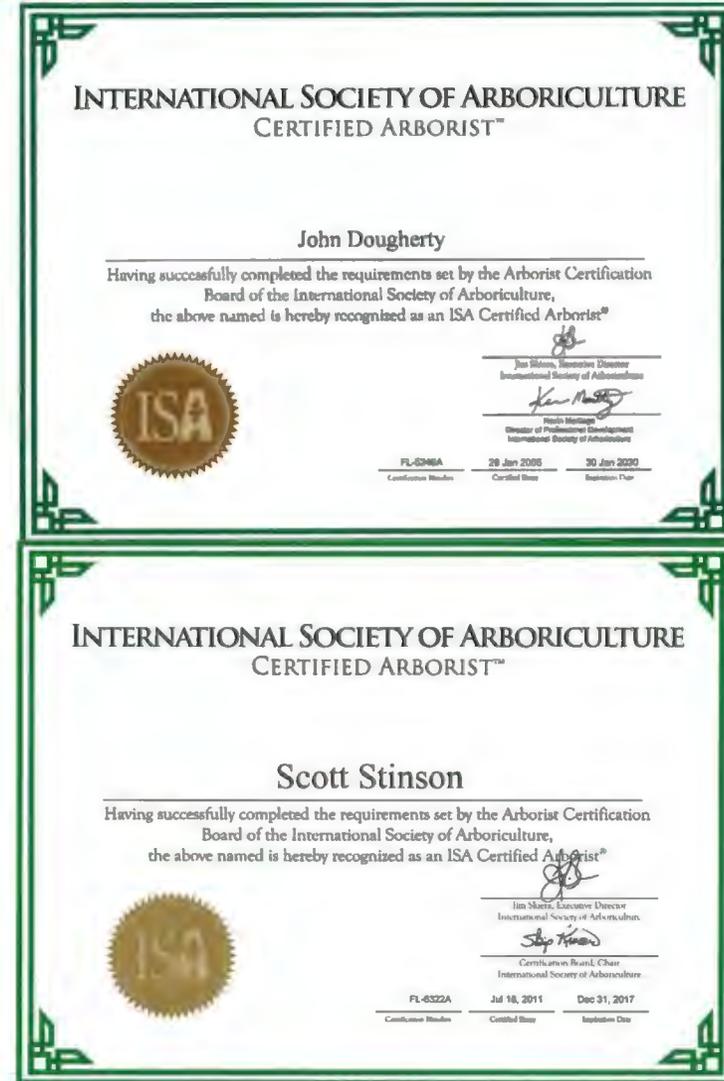


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Design - Build - Maintain

Certifications



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of FL, Inc. - Fort Myers 6611 Orion Drive #201 Fort Myers FL 33912	CONTACT NAME: Lorie Frost PHONE (A/C, No, Ext): 239-278-0278 FAX (A/C, No): 239-278-5306 E-MAIL ADDRESS: lfrost@bbftmyers.com														
INSURED JUNIP-1 Juniper Landscaping of Florida, LLC and each of its subsidiaries 5880 Staley Road Ft. Myers FL 33905	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hamilton Specialty Ins Co*</td> <td>29424</td> </tr> <tr> <td>INSURER B: FCCI Insurance Company*</td> <td>10178</td> </tr> <tr> <td>INSURER C: FCCI Commercial Insurance Co*</td> <td>33472</td> </tr> <tr> <td>INSURER D: FCCI Commercial Ins Co</td> <td>33472</td> </tr> <tr> <td>INSURER E: ACOS Marine Ins Company</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Hamilton Specialty Ins Co*	29424	INSURER B: FCCI Insurance Company*	10178	INSURER C: FCCI Commercial Insurance Co*	33472	INSURER D: FCCI Commercial Ins Co	33472	INSURER E: ACOS Marine Ins Company		INSURER F:	
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INSURER D: FCCI Commercial Ins Co	33472														
INSURER E: ACOS Marine Ins Company															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 576705792 **REVISION NUMBER:**
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		GL0019848	7/11/2017	7/11/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA100015500	7/11/2017	7/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$1,000,000 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$NIL		UMB100015501	7/11/2017	7/11/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N / A	76333	7/11/2017	7/11/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	<input checked="" type="checkbox"/> Leased & Rented Equipment Pollution Liability		MZ193077814 AHSECC1129000	7/11/2017 12/21/2018	7/11/2018 12/21/2017	Lease/ Rented 200,000 Pollution Liability 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
It is agreed that the certificate holder, the contractor and the owner is included as additional insured as respects to general liability and auto liability. It is further agreed that such insurance as is afforded shall be primary and non-contributory with any other insurance in force for or which may be purchased by additional insured. Waiver of subrogation applies on the general liability, auto liability and workers compensation policies.

CERTIFICATE HOLDER Certificate of Insurance 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SAMPLE

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References

Our clients say it best!

Rhonda Brewer
V.P. Community Development



Juniper is a full service landscape, irrigation, and maintenance company with exceptional customer service and quality. They have the expertise and attention to detail which make working with them a pleasure and our projects a success. I would highly recommend Juniper for any landscape or irrigation project.

Mike Lewis
V.P. Purchasing, Design & Architecture



Juniper Landscaping is truly a full service operation. From incredible landscape designs by the team at Botanics Design Group to top quality material and installation services to best in class maintenance operations keeping the landscaping looking beautiful long after the initial install, Juniper does it all with some of the best people in the business."

Jonathan Pentecost
Division President SW FL



Since 2005, Juniper Landscaping has provided quality material and workmanship for thousands of homes built for DR Horton and our brands in Southwest Florida. I have found not only their prices to be competitive, but they are highly skilled operators with excellent execution in their business from first negotiation to last install and warranty.

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Design - Build - Maintain

References

Jim Aubuchon
Vice President



Juniper has designed and built many landscapes for Aubuchon's finest homes, as they (Juniper) have been the main landscape company for Aubuchon Homes, Inc. for the last five years, which has proven to be a great business relationship. Working with Juniper Landscaping/Botanics design group offers many values to a home builder such as Aubuchon; with their ability to take everything outside of the walls from a conceptual idea to a finished product that will be enjoyed by the home owner for years.

John R. Peshkin
Managing Principle



Juniper is a first-class organization focused on customer satisfaction. The turn-key services they provide us from preliminary design and budgeting to construction and long-term maintenance have helped streamline our land development efforts. Juniper provides excellent quality work and is a trusted and valued trade partner."

Dennis Miehle
President



I've been working with Dan for over 5 years now. Juniper has been our only landscaper since 2012. Part of what makes Juniper great is they take responsibility for everything outside and their design department is essentially an extension of our business. Juniper's designs and installs have earned my company several awards over the years for landscape excellence. Juniper is a company that I feel matches our attention to detail and high level craftsmanship. Juniper is held in high regard by all of my clients as well.

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Design - Build - Maintain

References

H. Three References, including the name, address, and phone number of a contact person, from projects of similar size and scope.

📍 **1. Kings Point Section 3**

Rick Dowswell, LCAM, CMCA®, PCAM®,
Regional Director, First Service Residential
1904 Clubhouse Dr., Sun City Center, FL 33573
Phone: 813.642.8990 | Cell: 813.751.5173
Email: rick.dowswell@fsresidential.com



📍 **2. Grandezza Country Club HOA**

Chris Jordan,
Community Association Manager, Vesta
Property Services
27180 Bay Landing Drive, Suite 4, Bonita
Springs, FL 34135
Phone: 239-273-7365
Email: cjordan@vestapropertyservices.com

📍 **3. Isles of Collier Preserve**

Denise Ret,
Community Association Manager, The Castle
Group
Phone: 239-777-3580
Email: dret@castlegroup.com
Address: 24311 Walden Center Drive, Suite 204,
Bonita Springs, FL 34135



WWW.JUNIPERLANDSCAPING.COM

Reference Projects

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👉 2. Grandezza Country Club HOA

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Community Association Manager, Vesta
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Community Association Manager, The Castle
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Phone: 239-777-3580
Email: dret@castlegroup.com
Address: 24311 Walden Center Drive, Suite 204,
Bonita Springs, FL 34135

Core Values





Proposal

Proposal No.: 2
Proposed 03/11/19

PROPERTY:	FOR:
Fiddler's Creek	Arbor Maintenance by Village

ITEM	QTY	UOM	YEAR 1	YEAR 1	YEAR 2	YEAR 2	YEAR 3	YEAR 3
			UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
Grand Total Villages				\$419,124.00		\$294,709.00		\$371,199.00
CDD 1 Cascada-				\$32,915.00		\$17,365.00		\$30,525.00
Tababuia Yellow/Pink/Purple	16	Medium	\$35.00	\$560.00	\$35.00	\$560.00	\$35.00	\$560.00
Areca Palms	124	Large	\$35.00	\$4,340.00	\$0.00	\$0.00	\$35.00	\$4,340.00
Oak Trees	53	Large	\$75.00	\$3,975.00	\$55.00	\$2,915.00	\$55.00	\$2,915.00
Shady Lady/Black Olive	3	Large	\$75.00	\$225.00	\$55.00	\$165.00	\$55.00	\$165.00
Mahogany	25	Large	\$75.00	\$1,875.00	\$55.00	\$1,375.00	\$55.00	\$1,375.00
Hong Kong Orchid	15	Medium	\$75.00	\$1,125.00	\$40.00	\$600.00	\$40.00	\$600.00
Royal Poncianna	7	Medium	\$75.00	\$525.00	\$40.00	\$280.00	\$40.00	\$280.00
Coconut Palms (Inc 2 Per Year)	129	Large	\$45.00	\$5,805.00	\$45.00	\$5,805.00	\$45.00	\$5,805.00
Medjool Palms (Inc 2 Per Year)	3	Large	\$50.00	\$150.00	\$50.00	\$150.00	\$50.00	\$150.00
Sabal Palms	230	Large	\$14.00	\$3,220.00	\$14.00	\$3,220.00	\$14.00	\$3,220.00
Royal Palms	105	Large	\$18.00	\$1,890.00	\$18.00	\$1,890.00	\$18.00	\$1,890.00
Washingtonia	9	XL	\$45.00	\$405.00	\$45.00	\$405.00	\$45.00	\$405.00
Pine Tree (Deadwood)	252	Large	\$35.00	\$8,820.00	\$0.00	\$0.00	\$35.00	\$8,820.00
CDD 1 Cherry Oaks				\$32,002.00		\$17,282.00		\$29,682.00
Areca Palms	92	Large	\$35.00	\$3,220.00	\$0.00	\$0.00	\$35.00	\$3,220.00
Oak Trees	82	Large	\$75.00	\$6,150.00	\$55.00	\$4,510.00	\$55.00	\$4,510.00
Shady Lady/Black Olive	6	Large	\$75.00	\$450.00	\$55.00	\$330.00	\$55.00	\$330.00
Mahogany	28	Large	\$75.00	\$2,100.00	\$55.00	\$1,540.00	\$55.00	\$1,540.00
Coconut Palms (Inc 2 Per Year)	114	Large	\$45.00	\$5,130.00	\$45.00	\$5,130.00	\$45.00	\$5,130.00

Oak Trees	69	Large	\$75.00	\$5,175.00	\$55.00	\$3,795.00	\$55.00	\$3,795.00
Shady Lady/Black Olive	4	Large	\$75.00	\$300.00	\$55.00	\$220.00	\$55.00	\$220.00
Mahogany	8	Large	\$75.00	\$600.00	\$55.00	\$440.00	\$55.00	\$440.00
Hong Kong Orchid	3	Medium	\$75.00	\$225.00	\$40.00	\$120.00	\$40.00	\$120.00
Coconut Palms (Inc 2 Per Year)	25	Large	\$45.00	\$1,125.00	\$45.00	\$1,125.00	\$45.00	\$1,125.00
Sabal Palms	310	Large	\$14.00	\$4,340.00	\$14.00	\$4,340.00	\$14.00	\$4,340.00
Royal Palms	4	Large	\$18.00	\$72.00	\$18.00	\$72.00	\$18.00	\$72.00
Ficus (Shape & Thin)	36	Medium	\$100.00	\$3,600.00	\$0.00	\$0.00	\$35.00	\$1,260.00
CDD 1 Montreaux-				\$12,362.00		\$6,882.00		\$11,502.00
Tababuia Yellow/Pink/Purple	3	Medium	\$35.00	\$105.00	\$35.00	\$105.00	\$35.00	\$105.00
Areca Palms	50	Large	\$35.00	\$1,750.00	\$0.00	\$0.00	\$35.00	\$1,750.00
Crepe Myrtle	3		\$18.00	\$54.00	\$18.00	\$54.00	\$18.00	\$54.00
Oak Trees	11	Large	\$75.00	\$825.00	\$55.00	\$605.00	\$55.00	\$605.00
Shady Lady/Black Olive	3	Large	\$75.00	\$225.00	\$55.00	\$165.00	\$55.00	\$165.00
Mahogany	15	Large	\$75.00	\$1,125.00	\$55.00	\$825.00	\$55.00	\$825.00
Hong Kong Orchid	8	Medium	\$75.00	\$600.00	\$40.00	\$320.00	\$40.00	\$320.00
Coconut Palms (Inc 2 Per Year)	52	Large	\$45.00	\$2,340.00	\$45.00	\$2,340.00	\$45.00	\$2,340.00
Sabal Palms	148	Large	\$14.00	\$2,072.00	\$14.00	\$2,072.00	\$14.00	\$2,072.00
Royal Palms	17	Large	\$18.00	\$306.00	\$18.00	\$306.00	\$18.00	\$306.00
Washingtonia	2	Medium	\$45.00	\$90.00	\$45.00	\$90.00	\$45.00	\$90.00
Pine Tree (Deadwood)	82	Large	\$35.00	\$2,870.00	\$0.00	\$0.00	\$35.00	\$2,870.00
CDD 1 Sauvignon-				\$8,073.00		\$5,463.00		\$6,968.00
Gumbo Limbo	6	Medium	\$35.00	\$210.00	\$0.00	\$0.00	\$35.00	\$210.00
Areca Palms	14	Large	\$35.00	\$490.00	\$0.00	\$0.00	\$35.00	\$490.00
Oak Trees	23	Large	\$75.00	\$1,725.00	\$55.00	\$1,265.00	\$55.00	\$1,265.00
Shady Lady/Black Olive	8	Large	\$75.00	\$600.00	\$55.00	\$440.00	\$55.00	\$440.00
Mahogany	1	Large	\$75.00	\$75.00	\$55.00	\$55.00	\$55.00	\$55.00
Hong Kong Orchid	4	Medium	\$75.00	\$300.00	\$40.00	\$160.00	\$40.00	\$160.00
Coconut Palms (Inc 2 Per Year)	41	Large	\$45.00	\$1,845.00	\$45.00	\$1,845.00	\$45.00	\$1,845.00
Sabal Palms	93	Large	\$14.00	\$1,302.00	\$14.00	\$1,302.00	\$14.00	\$1,302.00
Royal Palms	22	Large	\$18.00	\$396.00	\$18.00	\$396.00	\$18.00	\$396.00
Ficus (Shape & Thin)	5	Medium	\$100.00	\$500.00	\$0.00	\$0.00	\$35.00	\$175.00

Pine Tree (Deadwood)	18	Large	\$35.00	\$630.00	\$0.00	\$0.00	\$35.00	\$630.00
CDD 1 Whisper Trace-				\$12,569.00		\$9,274.00		\$11,234.00
Tababuia Yellow/Pink/Purple	1	Medium	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Gumbo Limbo	32	Medium	\$35.00	\$1,120.00	\$0.00	\$0.00	\$35.00	\$1,120.00
Areca Palms	1	Large	\$35.00	\$35.00	\$0.00	\$0.00	\$35.00	\$35.00
Traveller's Palm	11	XL	\$35.00	\$385.00	\$35.00	\$385.00	\$35.00	\$385.00
Oak Trees	30	Large	\$75.00	\$2,250.00	\$55.00	\$1,650.00	\$55.00	\$1,650.00
Mahogany	1	Large	\$75.00	\$75.00	\$55.00	\$55.00	\$55.00	\$55.00
Coconut Palms (Inc 2 Per Year)	3	Large	\$45.00	\$135.00	\$45.00	\$135.00	\$45.00	\$135.00
Sabal Palms	410	Large	\$14.00	\$5,740.00	\$14.00	\$5,740.00	\$14.00	\$5,740.00
Royal Palms	14	Large	\$18.00	\$252.00	\$18.00	\$252.00	\$18.00	\$252.00
Queen Palms	39	Medium	\$14.00	\$546.00	\$14.00	\$546.00	\$14.00	\$546.00
Chinese Fan Palms	34	Medium	\$14.00	\$476.00	\$14.00	\$476.00	\$14.00	\$476.00
Ficus (Shape & Thin)	11	Medium	\$100.00	\$1,100.00	\$0.00	\$0.00	\$35.00	\$385.00
Pine Tree (Deadwood)	12	Large	\$35.00	\$420.00	\$0.00	\$0.00	\$35.00	\$420.00
CDD 2 Laguna-				\$28,412.00		\$22,032.00		\$24,692.00
Tababuia Yellow/Pink/Purple	2	Medium	\$35.00	\$70.00	\$35.00	\$70.00	\$35.00	\$70.00
Areca Palms	76	Large	\$35.00	\$2,660.00	\$0.00	\$0.00	\$35.00	\$2,660.00
Oak Trees	92	Large	\$75.00	\$6,900.00	\$55.00	\$5,060.00	\$55.00	\$5,060.00
Shady Lady/Black Olive	15	Large	\$75.00	\$1,125.00	\$55.00	\$825.00	\$55.00	\$825.00
Mahogany	30	Large	\$75.00	\$2,250.00	\$55.00	\$1,650.00	\$55.00	\$1,650.00
Hong Kong Orchid	28	Medium	\$75.00	\$2,100.00	\$40.00	\$1,120.00	\$40.00	\$1,120.00
Coconut Palms (Inc 2 Per Year)	220	Large	\$45.00	\$9,900.00	\$45.00	\$9,900.00	\$45.00	\$9,900.00
Sabal Palms	163	Large	\$14.00	\$2,282.00	\$14.00	\$2,282.00	\$14.00	\$2,282.00
Washingtonia	25	Large	\$45.00	\$1,125.00	\$45.00	\$1,125.00	\$45.00	\$1,125.00
CDD 2 Chiasso-				\$25,168.00		\$22,678.00		\$23,068.00
Areca Palms	6	Large	\$35.00	\$210.00	\$0.00	\$0.00	\$35.00	\$210.00
Oak Trees	105	Large	\$75.00	\$7,875.00	\$55.00	\$5,775.00	\$55.00	\$5,775.00
Coconut Palms (Inc 2 Per Year)	366	Large	\$45.00	\$16,470.00	\$45.00	\$16,470.00	\$45.00	\$16,470.00
Sabal Palms	8	Large	\$14.00	\$112.00	\$14.00	\$112.00	\$14.00	\$112.00
Royal Palms	12	Large	\$18.00	\$216.00	\$18.00	\$216.00	\$18.00	\$216.00
Magnolia	6	Medium	\$30.00	\$180.00	\$0.00	\$0.00	\$30.00	\$180.00

Bismarckia	3	Large	\$35.00	\$105.00	\$35.00	\$105.00	\$35.00	\$105.00
CDD 2 Merengo-			\$13,539.00		\$11,209.00		\$12,279.00	
Tababuia Yellow/Pink/Purple	5	Medium	\$35.00	\$175.00	\$35.00	\$175.00	\$35.00	\$175.00
Areca Palms	28	Large	\$35.00	\$980.00	\$0.00	\$0.00	\$35.00	\$980.00
Oak Trees	20	Large	\$75.00	\$1,500.00	\$55.00	\$1,100.00	\$55.00	\$1,100.00
Shady Lady/Black Olive	5	Large	\$75.00	\$375.00	\$55.00	\$275.00	\$55.00	\$275.00
Mahogany	38	Large	\$75.00	\$2,850.00	\$55.00	\$2,090.00	\$55.00	\$2,090.00
Coconut Palms (Inc 2 Per Year)	101	Large	\$45.00	\$4,545.00	\$45.00	\$4,545.00	\$45.00	\$4,545.00
Sabal Palms	198	Large	\$14.00	\$2,772.00	\$14.00	\$2,772.00	\$14.00	\$2,772.00
Royal Palms	14	Large	\$18.00	\$252.00	\$18.00	\$252.00	\$18.00	\$252.00
Magnolia	3	Medium	\$30.00	\$90.00	\$0.00	\$0.00	\$30.00	\$90.00
CDD 2 Menaggio-			\$13,977.00		\$10,837.00		\$13,077.00	
Areca Palms	64	Large	\$35.00	\$2,240.00	\$0.00	\$0.00	\$35.00	\$2,240.00
Oak Trees	35	Large	\$75.00	\$2,625.00	\$55.00	\$1,925.00	\$55.00	\$1,925.00
Shady Lady/Black Olive	10	Large	\$75.00	\$750.00	\$55.00	\$550.00	\$55.00	\$550.00
Coconut Palms (Inc 2 Per Year)	120	Large	\$45.00	\$5,400.00	\$45.00	\$5,400.00	\$45.00	\$5,400.00
Sabal Palms	155	Large	\$14.00	\$2,170.00	\$14.00	\$2,170.00	\$14.00	\$2,170.00
Royal Palms	44	Large	\$18.00	\$792.00	\$18.00	\$792.00	\$18.00	\$792.00
CDD 2 Millbrook-			\$31,270.00		\$17,925.00		\$28,810.00	
Areca Palms	311	Large	\$35.00	\$10,885.00	\$0.00	\$0.00	\$35.00	\$10,885.00
Oak Trees	123	Large	\$75.00	\$9,225.00	\$55.00	\$6,765.00	\$55.00	\$6,765.00
Coconut Palms (Inc 2 Per Year)	176	Large	\$45.00	\$7,920.00	\$45.00	\$7,920.00	\$45.00	\$7,920.00
Sabal Palms	24	Large	\$14.00	\$336.00	\$14.00	\$336.00	\$14.00	\$336.00
Royal Palms	159	Large	\$18.00	\$2,862.00	\$18.00	\$2,862.00	\$18.00	\$2,862.00
Queen Palms	3	Medium	\$14.00	\$42.00	\$14.00	\$42.00	\$14.00	\$42.00
CDD 2 Oyster Harbour-			\$62,871.00		\$53,606.00		\$54,616.00	
Tababuia Yellow/Pink/Purple	84	Medium	\$35.00	\$2,940.00	\$35.00	\$2,940.00	\$35.00	\$2,940.00
Areca Palms	28	Large	\$35.00	\$980.00	\$0.00	\$0.00	\$35.00	\$980.00
Oak Trees	191	Large	\$75.00	\$14,325.00	\$55.00	\$10,505.00	\$55.00	\$10,505.00
Shady Lady/Black Olive	125	Large	\$75.00	\$9,375.00	\$55.00	\$6,875.00	\$55.00	\$6,875.00
Pigeon Plum	28	Large	\$45.00	\$1,260.00	\$45.00	\$1,260.00	\$45.00	\$1,260.00
Sea Grape	15	Large	\$75.00	\$1,125.00	\$45.00	\$675.00	\$45.00	\$675.00

	Mahogany	20	Large	\$75.00	\$1,500.00	\$55.00	\$1,100.00	\$55.00	\$1,100.00
	Hong Kong Orchid	23	Medium	\$75.00	\$1,725.00	\$40.00	\$920.00	\$40.00	\$920.00
	Royal Poncianna	8	Medium	\$75.00	\$600.00	\$40.00	\$320.00	\$40.00	\$320.00
	Coconut Palms (Inc 2 Per Year)	408	Large	\$45.00	\$18,360.00	\$45.00	\$18,360.00	\$45.00	\$18,360.00
	Sylvester Palms (Inc 2 Per Year)	71	Large	\$50.00	\$3,550.00	\$50.00	\$3,550.00	\$50.00	\$3,550.00
	Sabal Palms	225	Large	\$14.00	\$3,150.00	\$14.00	\$3,150.00	\$14.00	\$3,150.00
	Royal Palms	132	Large	\$18.00	\$2,376.00	\$18.00	\$2,376.00	\$18.00	\$2,376.00
	Magnolia	1	Medium	\$30.00	\$30.00	\$0.00	\$0.00	\$30.00	\$30.00
	Bismarckia	45	Large	\$35.00	\$1,575.00	\$35.00	\$1,575.00	\$35.00	\$1,575.00
CDD 2 Serena-					\$16,700.00		\$12,430.00		\$15,300.00
	Areca Palms	82	Large	\$35.00	\$2,870.00	\$0.00	\$0.00	\$35.00	\$2,870.00
	Oak Trees	58	Large	\$75.00	\$4,350.00	\$55.00	\$3,190.00	\$55.00	\$3,190.00
	Mahogany	12	Large	\$75.00	\$900.00	\$55.00	\$660.00	\$55.00	\$660.00
	Coconut Palms (Inc 2 Per Year)	88	Large	\$45.00	\$3,960.00	\$45.00	\$3,960.00	\$45.00	\$3,960.00
	Sabal Palms	285	Large	\$14.00	\$3,990.00	\$14.00	\$3,990.00	\$14.00	\$3,990.00
	Royal Palms	35	Large	\$18.00	\$630.00	\$18.00	\$630.00	\$18.00	\$630.00
CDD 2 Sonoma-					\$7,329.00		\$5,949.00		\$6,609.00
	Oak Trees	34	Large	\$75.00	\$2,550.00	\$55.00	\$1,870.00	\$55.00	\$1,870.00
	Shady Lady/Black Olive	2	Large	\$75.00	\$150.00	\$55.00	\$110.00	\$55.00	\$110.00
	Coconut Palms (Inc 2 Per Year)	73	Large	\$45.00	\$3,285.00	\$45.00	\$3,285.00	\$45.00	\$3,285.00
	Sabal Palms	36	Large	\$14.00	\$504.00	\$14.00	\$504.00	\$14.00	\$504.00
	Royal Palms	10	Large	\$18.00	\$180.00	\$18.00	\$180.00	\$18.00	\$180.00
	Magnolia	22	Medium	\$30.00	\$660.00	\$0.00	\$0.00	\$30.00	\$660.00
CDD 2 Varena-					\$37,098.00		\$27,913.00		\$31,763.00
	Tababuia Yellow/Pink/Purple	1	Medium	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
	Areca Palms	89	Large	\$35.00	\$3,115.00	\$0.00	\$0.00	\$35.00	\$3,115.00
	Oak Trees	162	Large	\$75.00	\$12,150.00	\$55.00	\$8,910.00	\$55.00	\$8,910.00
	Shady Lady/Black Olive	10	Large	\$75.00	\$750.00	\$55.00	\$550.00	\$55.00	\$550.00
	Mahogany	58	Large	\$75.00	\$4,350.00	\$55.00	\$3,190.00	\$55.00	\$3,190.00
	Hong Kong Orchid	21	Medium	\$75.00	\$1,575.00	\$40.00	\$840.00	\$40.00	\$840.00
	Coconut Palms (Inc 2 Per Year)	181	Large	\$45.00	\$8,145.00	\$45.00	\$8,145.00	\$45.00	\$8,145.00
	Sabal Palms	192	Large	\$14.00	\$2,688.00	\$14.00	\$2,688.00	\$14.00	\$2,688.00

Washingtonia	79	Large	\$45.00	\$3,555.00	\$45.00	\$3,555.00	\$45.00	\$3,555.00
Pine Tree (Deadwood)	21	Medium	\$35.00	\$735.00	\$0.00	\$0.00	\$35.00	\$735.00

Special Notes:

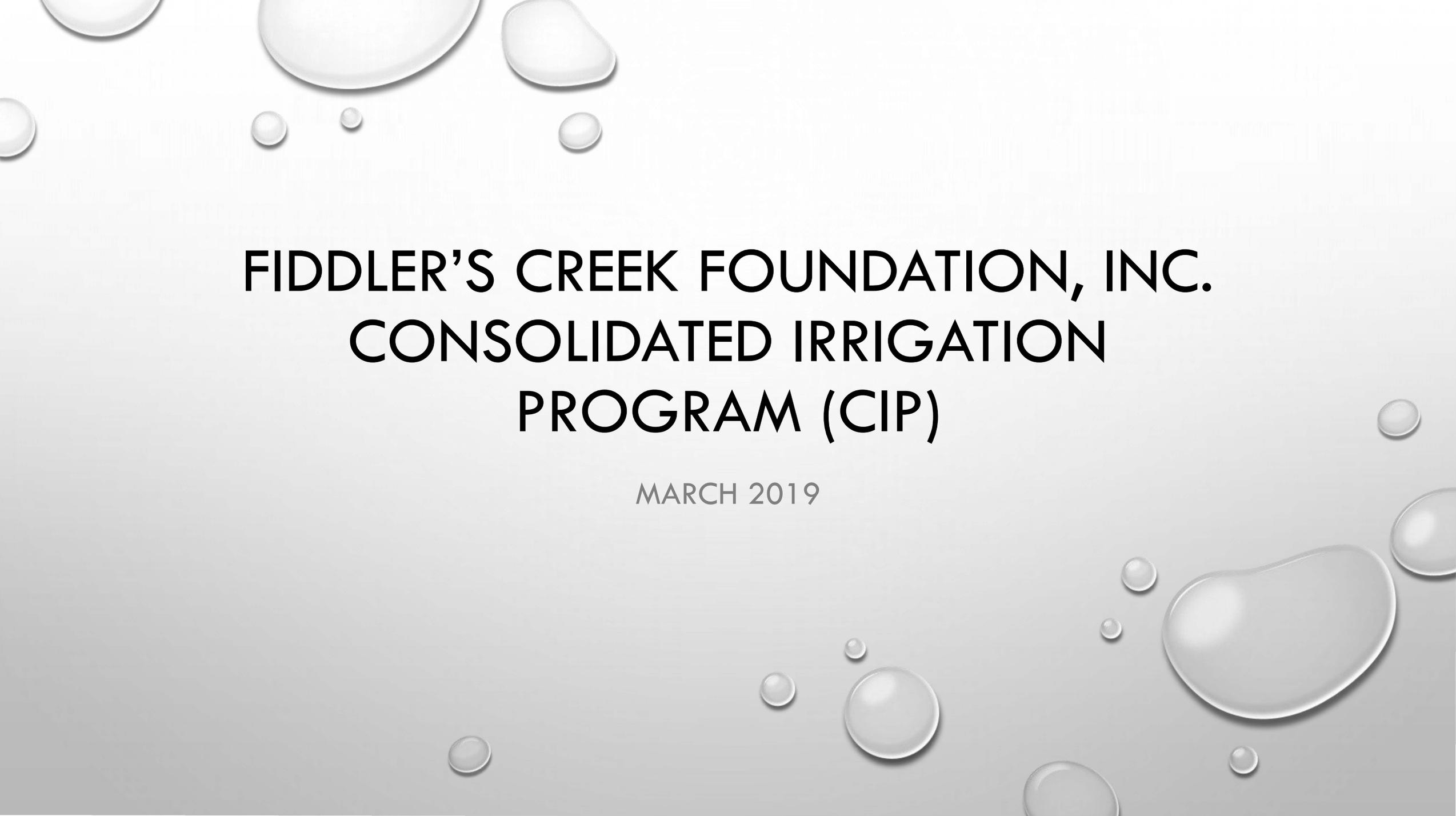
Year #1 Pricing subject to a surcharge as needed on Oaks, Shady Ladys & Mahoganys. This surcharge includes additional thinning that would otherwise been done in year's prior. The surcharge amount will be \$50 and will be documented with before and after pictures.

Signature (Owner/Property Manager):

Printed Name (Owner/Property Manager):

Signature - Representative:

Juniper Landscaping of Florida LLC • 212 Price Street • Naples, FL 34112

The background of the slide is a light gray gradient with several realistic water droplets of various sizes scattered across it. The droplets have highlights and shadows, giving them a three-dimensional appearance.

FIDDLER'S CREEK FOUNDATION, INC. CONSOLIDATED IRRIGATION PROGRAM (CIP)

MARCH 2019

CONCEPT OF CIP



MONITOR & POLICE THE IRRIGATION SYSTEM

- * PREVENT UNAPPROVED CHANGES TO CLOCKS
- * ENSURE SYNCRINICITY OF SATELLITES IN THE COMMUNITY



IMMEDIATE REPOSENSE TO EMERGENCY WATER ISSUES

- * Staff can respond to breaks by shutting valves within 30 minutes
- * one stop shop for IRRIGATION issues



Environmental Awareness

- * less pooling and run off of water reduced negative nutrients into our lakes & water systems
- * more responsible clock management water conservation and better irrigation for our Landscaping

Fiddler's Creek

Irrigation



WHY CIP?

- FC FOUNDATION, INC. HAS MAPPED EVERY LAKE VALVE, ELECTRIC VALVE, GATE VALVE, SATELLITE, WIRE LOCATION & SPRINKLER HEAD ON THE PROPERTY
- EXTREMELY LARGE & COMPLEX SYSTEM
- 61 MAPS DEVELOPED TO COVER THE SYSTEM



EXAMPLE

APPROXIMATELY 31 CRITICAL AREAS IN THIS ONE CORNER

Electric Valve (26)



Lake Drain Valve (1)



Main Line Gate Valve (2)



Lateral Gate Valve (2)

EXAMPLE

- CONSOLIDATED MAPPING APPROACH TO SUPPORT THE CONSOLIDATED IRRIGATION PROGRAM



Satellite (1)



Electric Valve (14)



Main Line Gate Valve (1)

PROFESSIONALS IN CHARGE

FC Golf Superintendent Rich Garcia

- AS Degree – Turf Management
- Wesco Turf LTC Plus Satellite Certified
- 17 Years Experience at Fiddler's Creek Golf
- Nearly 2 Decades of Hands On Experience in Irrigation

Director of Environment, Health & Safety Shane Willis

- BS Degree – Environmental Science
- Class B state of Florida water license
- 5 years Experience with Marco Island utilities and Complying with Department of Environmental Regulations

Irrigation Manager (New Hire)

- AS Degree – Environmental Science and Technology
- Toro Lynx Level 2 Certified (Irrigation Control System)
- At least 5 Years Experience in Irrigation Systems
- 100% Dedicated to the Consolidated Irrigation Program

COMMUNITY IMPROVEMENTS UNDER CIP



“ONE STOP SHOP” –
MANAGEMENT,
RESPONSE/REPORTING
WATER EMERGENCIES,
REPAIRS



IMPROVED
COMMUNICATION
ACROSS THE
COMMUNITY ABOUT
IRRIGATION ISSUES



RESPONSE TIME TO
IRRIGATION BREAKS
WILL BE
SUBSTANTIALLY CUT



IMPROVED IRRIGATION
SCHEDULES ACROSS
THE COMMUNITY



WATER MANAGEMENT



PREVENTATIVE
MAINTENANCE



PROFESSIONALLY
MANAGED AND
CONTROLLED
IRRIGATION PROGRAM

SCOPE OF CIP

Daily monitoring & maintenance of satellites, conducts quarterly inspections of all satellites

Troubleshoots and makes the appropriate repairs to the irrigation system

Responsible for staying in compliance with state & federal regulations

Compiles reports & historical records on the status of the irrigation system

Responsible for the logistical support of the irrigation system

Communicates with management, vendors, & the community about irrigation matters

Coordinates the use of foundation drone to assess irrigation effectiveness

Trains safety staff in emergency response to irrigation breaks for immediate reaction when needed



CONSOLIDATED IRRIGATION PROGRAM (CIP)

QUESTIONS?



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1

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**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2019**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2019**

	General 001	Debt Service Series 2013 Refunded 1999	Debt Service Series 2013 Refunded 2006	Debt Service Series 2014-1 Refunded 2002B	Debt Service Series 2014-2A Refunded 2002A	Debt Service Series 2014-2B Refunded 2002A	Debt Service Series 2014-3 Refunded 2005	Debt Service Series 2014-4 Refunded 2005	Capital Projects Series 2005	Total Governmental Funds
ASSETS										
Operating accounts										
SunTrust	\$ 661,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 661,000
Assessment account-Iberia	300,444	-	-	-	-	-	-	-	-	300,444
Centennial Bank - MMA	77,007	-	-	-	-	-	-	-	-	77,007
Finemark - MMA	19,182	-	-	-	-	-	-	-	-	19,182
Finemark - ICS	1,100,000	-	-	-	-	-	-	-	-	1,100,000
Investments										
Revenue	-	899,824	-	518,550	58	525,835	103	109	-	1,944,479
Reserve - series A	-	442,827	-	-	-	102,052	-	-	-	544,879
Prepayment	-	2,317	-	-	231,783	148,887	-	-	-	382,987
Prepayment - 2002B exchange	-	-	-	3,386	-	-	-	-	-	3,386
Undeposited funds	929	-	-	-	-	-	-	-	-	929
Due from Fiddler's Creek CDD #2	58,227	-	-	-	-	-	-	-	-	58,227
Due from general fund	-	20,062	-	12,380	-	12,446	-	-	-	44,888
Deposits	5,125	-	-	-	-	-	-	-	-	5,125
Total Assets	<u>\$ 2,221,914</u>	<u>\$ 1,365,030</u>	<u>\$ -</u>	<u>\$ 534,316</u>	<u>\$ 231,841</u>	<u>\$ 789,220</u>	<u>\$ 103</u>	<u>\$ 109</u>	<u>\$ -</u>	<u>\$ 5,142,533</u>
LIABILITIES & FUND BALANCES										
Liabilities:										
Accounts payable	\$ 69,848	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,848
Due to other funds										
Debt service 2013 - refunded 1999	20,062	-	-	-	-	-	-	-	-	20,062
Debt service 2014-1	12,380	-	-	-	-	-	-	-	-	12,380
Debt service 2014-2	12,446	-	-	-	-	-	-	-	-	12,446
C&C tree svc retainage	4,942	-	-	-	-	-	-	-	-	4,942
Total liabilities	<u>119,678</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>119,678</u>
Fund balances:										
Restricted for										
Debt service	-	1,365,030	-	534,316	231,841	789,220	103	109	-	2,920,619
Capital projects	-	-	-	-	-	-	-	-	-	-
Unassigned	2,102,236	-	-	-	-	-	-	-	-	2,102,236
Total fund balances	<u>2,102,236</u>	<u>1,365,030</u>	<u>-</u>	<u>534,316</u>	<u>231,841</u>	<u>789,220</u>	<u>103</u>	<u>109</u>	<u>-</u>	<u>5,022,855</u>
Total liabilities and fund balance	<u>\$ 2,221,914</u>	<u>\$ 1,365,030</u>	<u>\$ -</u>	<u>\$ 534,316</u>	<u>\$ 231,841</u>	<u>\$ 789,220</u>	<u>\$ 103</u>	<u>\$ 109</u>	<u>\$ -</u>	<u>\$ 5,142,533</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED FEBRUARY 28, 2019**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 69,238	\$ 2,455,365	\$ 2,925,054	84%
Assessment levy: off-roll	37,505	187,524	450,056	42%
Interest	49	479	2,200	22%
Miscellaneous	1,700	7,071	15,000	47%
Total revenues	<u>108,492</u>	<u>2,650,439</u>	<u>3,392,310</u>	78%
EXPENDITURES				
Administrative				
Supervisors	-	4,306	12,918	33%
Management	5,044	25,219	60,525	42%
Assessment roll preparation	-	25,490	25,490	100%
Accounting services	1,647	8,235	19,764	42%
Audit	-	-	15,400	0%
Legal	-	5,042	25,000	20%
Legal - litigation	20,482	72,304	35,000	207%
Engineering	-	14,616	30,000	49%
Telephone	61	305	731	42%
Postage	114	655	2,300	28%
Insurance	-	16,670	17,692	94%
Printing and binding	55	275	659	42%
Legal advertising	-	676	2,000	34%
Office supplies	-	93	750	12%
Annual district filing fee	-	175	175	100%
Trustee	-	-	15,500	0%
Arbitrage rebate calculation	-	-	4,000	0%
Contingencies	-	1,741	5,000	35%
ADA website compicance	139	139	-	N/A
Dissemination agent	985	4,928	11,828	42%
Total administrative	<u>28,527</u>	<u>180,869</u>	<u>284,732</u>	64%
Field management				
Field management services	2,186	10,932	26,237	42%
Total field management	<u>2,186</u>	<u>10,932</u>	<u>26,237</u>	42%
Water management maintenance				
Other contractual	16,370	65,480	407,506	16%
Fountains	12,006	31,997	60,000	53%
Total water management maintenance	<u>28,376</u>	<u>97,477</u>	<u>467,506</u>	21%
Street lighting				
Contractual services	-	4,659	15,000	31%
Electricity	3,763	13,814	38,000	36%
Holiday lighting program	14,900	14,900	15,000	99%
Miscellaneous	-	-	1,500	0%
Total street lighting	<u>18,663</u>	<u>33,373</u>	<u>69,500</u>	48%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED FEBRUARY 28, 2019**

	Current Month	Year To Date	Budget	% of Budget
Landscaping				
Other contractual - landscape maintenance	142,632	359,146	1,060,000	34%
Other contractual - flowers	-	-	42,000	0%
Improvements and renovations	3,540	105,998	125,000	85%
Contingencies	-	-	15,000	0%
Hurricane clean-up	1,276	14,340	-	N/A
Total landscaping	<u>147,448</u>	<u>479,484</u>	<u>1,242,000</u>	39%
Access control				
Contractual services	38,417	79,463	380,274	21%
Rentals and leases	-	-	33,419	0%
Fuel	496	2,609	8,802	30%
Repairs and maintenance - parts	-	-	4,126	0%
Repairs and maintenance - gatehouse	32	4,797	13,753	35%
Insurance	-	4,630	4,951	94%
Operating supplies	1,999	7,215	16,503	44%
Utilities	-	-	4,951	0%
Clickers	-	-	6,601	0%
Capital outlay	-	5,184	11,002	47%
Total access control	<u>40,944</u>	<u>103,898</u>	<u>484,382</u>	21%
Roadway				
Roadway maintenance	65,594	99,565	75,000	133%
Capital outlay	-	-	499,310	0%
Total roadway	<u>65,594</u>	<u>99,565</u>	<u>574,310</u>	17%
Irrigation supply				
Electricity	30	119	750	16%
Repairs and maintenance	-	13,643	1,500	910%
Supply system	33,114	64,455	134,750	48%
Total irrigation supply	<u>33,144</u>	<u>78,217</u>	<u>137,000</u>	57%
Other fees & charges				
Property appraiser	-	7,378	45,704	16%
Tax collector	1,385	49,088	60,939	81%
Total other fees & charges	<u>1,385</u>	<u>56,466</u>	<u>106,643</u>	53%
Total expenditures	<u>366,267</u>	<u>1,140,281</u>	<u>3,392,310</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	(257,775)	1,510,158	-	
OTHER FINANCING SOURCES/(USES)				
Transfers in	28	32,189	-	N/A
Transfers out	(132,078)	(132,078)	-	N/A
Total other financing sources/(uses)	<u>(132,050)</u>	<u>(99,889)</u>	<u>-</u>	N/A
Net change in fund balances	(389,825)	1,410,269	-	
Fund balances - beginning	2,492,061	691,967	729,062	

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED FEBRUARY 28, 2019

	Current Month	Year To Date	Budget	% of Budget
Fund balances - ending	<u>\$ 2,102,236</u>	<u>\$ 2,102,236</u>	<u>\$ 729,062</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2013 (REFUNDED SERIES 1999)
FOR THE PERIOD ENDED FEBRUARY 28, 2019**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll net	\$ 20,472	\$ 725,972	\$ 875,727	83%
Interest	1,134	5,268	-	N/A
Total revenues	<u>21,606</u>	<u>731,240</u>	<u>875,727</u>	84%
EXPENDITURES				
Debt service				
Principal	-	-	750,000	0%
Principal prepayment	-	35,000	-	N/A
Interest	-	46,900	93,800	50%
Total debt service	<u>-</u>	<u>81,900</u>	<u>843,800</u>	10%
Other fees & charges				
Property appraiser	-	2,209	13,683	16%
Tax collector	410	14,513	18,244	80%
Total other fees & charges	<u>410</u>	<u>16,722</u>	<u>31,927</u>	52%
Total expenditures	<u>410</u>	<u>98,622</u>	<u>875,727</u>	11%
Excess/(deficiency) of revenues over/(under) expenditures	21,196	632,618	-	
Fund balances - beginning	1,343,834	732,412	678,979	
Fund balances - ending	<u>\$ 1,365,030</u>	<u>\$ 1,365,030</u>	<u>\$ 678,979</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2013 (REFUNDED SERIES 2006)
FOR THE PERIOD ENDED FEBRUARY 28, 2019**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	<u>\$ 28</u>	<u>\$ 357</u>
Total revenues	<u>28</u>	<u>357</u>
 EXPENDITURES		
Debt service	<u>-</u>	<u>-</u>
Total debt service	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 28	 357
 OTHER FINANCING SOURCES/(USES)		
Transfers out	<u>(28)</u>	<u>(32,189)</u>
Total other financing sources/(uses)	<u>(28)</u>	<u>(32,189)</u>
Net change in fund balances	-	(31,832)
Fund balances - beginning	-	31,832
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-1 (REFUNDED SERIES 2002B)
FOR THE PERIOD ENDED FEBRUARY 28, 2019**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ 12,632	\$ 447,971	\$ 538,560	83%
Interest	167	1,306	-	N/A
Total revenues	<u>12,799</u>	<u>449,277</u>	<u>538,560</u>	83%
EXPENDITURES				
Debt service				
Principal	-	-	195,000	0%
Principal prepayment	-	45,000	-	N/A
Interest	-	161,153	322,306	50%
Total debt service	<u>-</u>	<u>206,153</u>	<u>517,306</u>	40%
Other fees & charges				
Property appraiser	-	1,358	8,415	16%
Tax collector	252	8,956	11,220	80%
Total other fees & charges	<u>252</u>	<u>10,314</u>	<u>19,635</u>	53%
Total expenditures	<u>252</u>	<u>216,467</u>	<u>536,941</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	12,547	232,810	1,619	
Fund balances - beginning	<u>521,769</u>	<u>301,506</u>	<u>244,139</u>	
Fund balances - ending	<u><u>\$534,316</u></u>	<u><u>\$ 534,316</u></u>	<u><u>\$ 245,758</u></u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-2A (REFUNDED SERIES 2002A)
FOR THE PERIOD ENDED FEBRUARY 28, 2019**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 114,849	\$ 365,313	31%
Assessment prepayments	-	231,507	-	N/A
Interest	218	276	-	N/A
Total revenues	<u>218</u>	<u>346,632</u>	<u>365,313</u>	95%
EXPENDITURES				
Debt service				
Principal	-	-	135,000	0%
Interest	-	115,156	230,313	50%
Total debt service	<u>-</u>	<u>115,156</u>	<u>365,313</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	218	231,476	-	
Fund balances - beginning	231,623	365	631	
Fund balances - ending	<u>\$ 231,841</u>	<u>\$ 231,841</u>	<u>\$ 631</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-2B (REFUNDED SERIES 2002A)
FOR THE PERIOD ENDED FEBRUARY 28, 2019**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 12,701	\$ 450,389	\$ 653,616	69%
Interest	604	6,084	-	N/A
Total revenues	<u>13,305</u>	<u>456,473</u>	<u>653,616</u>	70%
EXPENDITURES				
Debt service				
Principal	-	-	235,000	0%
Principal prepayment	-	1,040,000	-	N/A
Interest	-	203,500	407,000	50%
Total debt service	<u>-</u>	<u>1,243,500</u>	<u>642,000</u>	194%
Other fees & charges				
Property appraiser	-	1,649	10,213	16%
Tax collector	254	9,004	13,617	66%
Total other fees & charges	<u>254</u>	<u>10,653</u>	<u>23,830</u>	45%
Total expenditures	<u>254</u>	<u>1,254,153</u>	<u>665,830</u>	188%
Excess/(deficiency) of revenues over/(under) expenditures	13,051	(797,680)	(12,214)	
Net change in fund balances	13,051	(797,680)	(12,214)	
Fund balances - beginning	776,169	1,586,900	490,866	
Fund balances - ending	<u>\$ 789,220</u>	<u>\$ 789,220</u>	<u>\$ 478,652</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-3 (REFUNDED SERIES 2005)
FOR THE PERIOD ENDED FEBRUARY 28, 2019**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 204,453	\$ 589,800	35%
Interest	-	103	-	N/A
Total revenues	<u>-</u>	<u>204,556</u>	<u>589,800</u>	35%
EXPENDITURES				
Debt service				
Principal	-	-	180,000	0%
Interest	-	204,900	409,800	50%
Total debt service	<u>-</u>	<u>204,900</u>	<u>589,800</u>	35%
Excess/(deficiency) of revenues over/(under) expenditures	-	(344)	-	
Fund balances - beginning	103	447	174	
Fund balances - ending	<u>\$ 103</u>	<u>\$ 103</u>	<u>\$ 174</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-4 (REFUNDED SERIES 2005)
FOR THE PERIOD ENDED FEBRUARY 28, 2019**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 215,977	\$ 627,900	34%
Interest	-	109	-	N/A
Total revenues	<u>-</u>	<u>216,086</u>	<u>627,900</u>	34%
EXPENDITURES				
Debt service				
Principal	-	-	195,000	0%
Interest	-	216,450	432,900	50%
Total debt service	<u>-</u>	<u>216,450</u>	<u>627,900</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	-	(364)	-	
Fund balances - beginning	109	473	2,444	
Fund balances - ending	<u>\$ 109</u>	<u>\$ 109</u>	<u>\$ 2,444</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2005
FOR THE PERIOD ENDED FEBRUARY 28, 2019**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
OTHER FINANCING SOURCES/(USES)		
Transfers in	132,078	132,078
Total other financing sources/(uses)	<u>132,078</u>	<u>132,078</u>
Net change in fund balances	<u>132,078</u>	<u>132,078</u>
Fund balances - beginning	<u>(132,078)</u>	<u>(132,078)</u>
Fund balances - ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1

12

DRAFT

MINUTES OF MEETING

FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

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The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Regular Meeting on February 27, 2019 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present at the meeting were:

Robert Slater	Vice Chair
Joseph Badessa	Assistant Secretary
Joseph Schmitt	Assistant Secretary
Torben Christensen	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant Regional Manager
Jason Olson	Assistant Regional Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Carrie Robinson (via telephone)	Special Counsel
Valerie Lord	Counsel – The Foundation
Shane Willis	Director of Safety, Health and Environment
Joe Vaccaro	Resident
Frank Weinberg	Resident
Shannon Benedetti	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Slater called the meeting to order at 8:00 a.m. Supervisors Badessa, Christensen, Slater and Schmitt were present, in person. Supervisor Brougham was not present.

SECOND ORDER OF BUSINESS

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

Mr. Joe Vaccaro, a resident, stated that he and several residents complained to Mr. Albeit and Mr. Duprey, but to no avail, about a container at the end of Club Center Boulevard and Cherry Oaks Trail for over six weeks. Mr. Willis would have the owner move it or have it towed. Mr. Pires stated, if the Board wishes to consider public towing, they must adopt a policy and install signs to include the Florida Statutes. Mr. Pires would draft a Resolution for consideration, to present at the next meeting.

43 **THIRD ORDER OF BUSINESS****Special Counsel Update**

44

45 Ms. Robinson presented the Settlement Agreement for the Board's consideration, which
46 will not be final until the Board approves it. The terms in the Settlement Agreement were
47 consistent with what was discussed and approved in the Executive Session.

48 A Board Member asked if the Settlement was announced in Court. Ms. Robinson stated
49 she did not know, as she did not attend the recent court hearings. Her understanding was,
50 after the terms of the Settlement Agreement, consistent with the approval from the Executive
51 Session, when an agreement was reached as to the essential terms of a settlement, it may have
52 been mentioned in court. A Board Member asked how the District would address the clause
53 regarding publically announcing the terms of the Agreement. Ms. Robinson referred to
54 portions in the Settlement Agreement, which provided the following exemption clauses:

55 ➤ Paragraph 3e: Allows discussion at an open Board meeting of the terms on the
56 Settlement Agreement, in order to obtain approval of a document.

57 Ms. Robinson stated nothing about this discussion or the attachment of the Settlement
58 Agreement to the agenda that is at all prohibited; in fact, it is because it is required by Florida
59 law in order to obtain the approval of a document.

60 ➤ Paragraph 4: Expresses conditions of the Agreements that, upon final Board approval at
61 the first Board meeting after the execution of the Agreement, expressly allows discussion and
62 exempts the District from the Confidentiality Agreement.

63 Ms. Robinson stated the intention of the confidentiality provision was to prohibit press
64 releases and additional e-blasts. This provision allows for open discussions about the
65 settlement terms in this meeting and, in fact, is required by Florida Law.

66 Mr. Schmitt stated the Settlement Agreement was now part of the public records and
67 that the amount of the settlement, noted in Paragraph 3a, was now public knowledge. Ms.
68 Robinson understood that and stated it was always the understanding and intention of
69 everyone involved that this document would be made a public record, which is why all
70 exemptions of the confidentiality provisions were put in place. The clause was intended to
71 avoid sending e-blasts and press releases, and U.S. Bank was well aware of this.

72 Mr. Schmitt stated the intent was to settle and stop expending more funds on litigation.

73 ■ **Consideration of Settlement Documents**

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

75 A. Irrevocable General Release – Fiddler's Creek CDD #1 to U.S. Bank National
76 Association

77 B. Irrevocable General Release – U.S. Bank National Association to Fiddler's Creek CDD
78 #1

79 C. Settlement Agreement

80 Ms. Robinson stated she would advise U.S. Bank of the Board's acceptance and to move
81 forward with payment to the District.

82

83 **On MOTION by Mr. Schmitt and seconded by Mr. Slater, with Mr. Schmitt, Mr.**
84 **Slater and Mr. Badessa in favor and Mr. Christensen dissenting, the Irrevocable**
85 **General Release – Fiddler's Creek CDD #1 to U.S. Bank National Association, the**
86 **Irrevocable General Release – U.S. Bank National Association to Fiddler's Creek**
87 **CDD #1 and the Settlement Agreement, were approved. [MOTION passed 3-1]**

88

89

90 Ms. Robinson left the meeting.

91

92 **FOURTH ORDER OF BUSINESS**

Developer's Report

93

94 Mr. Schmitt asked what the Developer's plans were to restore the Isla Del Sol Park, since
95 the area was no longer used as a staging area; the area still had hurricane and road
96 construction debris on site. Ms. Lord stated she was unaware of any items in the area and
97 would have the Developer investigate and address any issues.

98

99 **FIFTH ORDER OF BUSINESS**

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

100

101 • **Discussion: Timeline of the Sidewalk Repair Project and Plans to Redirect Traffic**

102 Mr. Cole noted this was related to the paving project, not the sidewalk repair project.

103 Mr. Cole reported the following:

104 ➤ The plans for milling and resurfacing Fiddler's Creek Parkway were completed.
105 Discussions were underway with several contractors to review their methods for traffic control
106 and, since two lane roads are in each direction, one of each would be closed to perform the
107 work until the project is completed. The project was expected to take three to four weeks.

108 Discussion ensued regarding bicyclists using the road during construction, whether The
109 Foundation should send an e-blast asking bikers to ride on the sidewalks during the

110 construction period and not in the one remaining lane, whether to involve law enforcement,
111 etc. Mr. Pires was directed to research restricting bicycles during the milling phase. Mr. Willis
112 stated, after a meeting with the Sheriff's Department to address the upcoming construction
113 project, road closures, bicyclists, etc., the Sheriff would provide digital sign that would address
114 those issues. Mr. Cole stated Mr. Willis would be invited to attend the pre-bid meeting with the
115 contractors, in the May/June time frame, to discuss traffic concerns and other potential issues.

116 ➤ Sidewalk repairs: The first phase of sidewalk grinding and the curb valley gutter repairs
117 were completed. A proposal would be sent to Mrs. Adams for the additional required work.

118 ➤ Proposals to repair several catch basins within the community were being obtained but
119 it was difficult to obtain proposals from various contractors.

120 Mr. Badessa asked Mr. Cole to obtain proposals to repair the larger catch basin, along
121 the curb outside the Championship Drive gate, near the guardhouse.

122 ➤ C&C Fence Builders (C&C) will be repairing the chain-link fence adjacent to Mulberry
123 Court and fill in the 8" gap punch list item.

124 ➤ Applied for the Sunshine 811 application. A meeting would be scheduled with Mr. Willis
125 to discuss and prepare a Standard Operating Procedure (SOP).

126 ➤ As the areas could not be toured before today, he would identify areas of encroachment
127 in the drainage easements at Ashton Woods within Marsh Cove.

128 Mr. Pires stated, once determined by Mr. Cole and as directed at the last meeting, he
129 would send a formal letter to Ashton Woods requesting removal of any encroachment on CDD
130 property.

131 Mr. Cole was directed to follow up and identify other areas of encroachment in the
132 drainage easements. Mr. Badessa referred to the County's Planning Commission amending its
133 Land Development Code (LDC) to change the interior associated with the installation of home
134 generators. When asked if the County was reviewing for any drainage encroachments, the
135 County stated, unless it is noted on the plat, it was the District's responsibility to do so. Mr.
136 Pires would send a letter to the Board of the County Commissioners (BOCC) Chair, the Planning
137 Commissioners and their Staff requesting that, as a condition before the permit is approved,
138 residents would be required to notify easement holders of any encroachments. He recalled an
139 instance that occurred in CDD #2.

140 Mr. Schmitt asked Mr. Olson to coordinate straightening the sign leaning in the median
141 exiting to Championship Drive.

142 **On MOTION by Mr. Schmitt and seconded by Mr. Christensen, with all in favor,**
143 **authorizing Mr. Pires to send a letter to the County Commission and Staff in**
144 **response to the Land Development Code (LDC) amendment and proposing that**
145 **the LDC amendment clearly state it is the applicant's responsibility to obtain**
146 **the easement holder's approval before the permit is issued, was approved.**

147
148
149 **SIXTH ORDER OF BUSINESS**

Consideration of Settlement Documents

- 150
151 **A. Irrevocable General Release – Fiddler's Creek CDD #1 to U.S. Bank National**
152 **Association**
153 **B. Irrevocable General Release – U.S. Bank National Association to Fiddler's Creek CDD**
154 **#1**
155 **C. Settlement Agreement**

156 This item was presented following the Third Order of Business.
157

158 **SEVENTH ORDER OF BUSINESS**

Continued Discussion/Update: Hurricane
Irma Recovery

159
160
161 Mr. Adams stated the three reimbursements were under peer review by the Federal
162 Emergency Management Agency (FEMA). If they show no findings, he would sign off on DDRs,
163 and the claims would be sent to the State. The State processes claims within about 60 days.
164

165 **EIGHTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial
Statements as of January 31, 2019

166
167
168 Mr. Slater presented the Unaudited Financial Statements as of January 31, 2019.

169 Mrs. Adams confirmed the Joint Workshop for CDDs #1 and #2 and other attendees was
170 rescheduled for March 27th to discuss WESCO and the current irrigation system.

171 There was discussion surrounding the expense of the "Access control", "Repairs and
172 maintenance – parts" line item. Regarding the gate at the front entrance of 951 being down
173 more than it is operative; Mr. Badessa asked whether the vendor stores parts, as the repairs are
174 always delayed. Mr. Willis stated that the person who hit the gate was paying for the repairs.
175 Mrs. Adams stated she was not notified of any accident. Discussion ensued regarding response
176 time of the new vendor, proprietary parts, parts having to be built to order because the original
177 manufacturer was no longer in business, replacing and upgrading all TEM gate arms, the

178 incoming and outgoing gates at Championship also being down more than operative, whether
179 the Board should consider changing the entire system. Mr. Willis would obtain quotes to
180 replace the gate arm towers by next meeting.

181 Mr. Adams was directed to have the Trustee closeout the Debt Service Series 2014-3
182 and 2014-4 balance and transmit the funds to the CDD. Mrs. Adams would research the reason
183 for the Series 2013 \$29,167 figure noted in the 2006 column.

184

185 **NINTH ORDER OF BUSINESS**

Consideration of Minutes

186

187 **A. January 23, 2019 Regular Meeting**

188 Mr. Slater presented the January 23, 2019 Regular Meeting Minutes. The following
189 changes were made:

190 Line 261: Change “Continue” to “Continued”

191 Line 271: Change “the structures” to “infrastructures”

192

**On MOTION by Mr. Schmitt and seconded by Mr. Slater, with all in favor, the
January 23, 2019 Regular Meeting Minutes, as amended, were approved.**

195

196

197 **B. January 30, 2019 Continued Meeting**

198 Mr. Slater presented the January 30, 2019 Continued Meeting Minutes.

199

**On MOTION by Mr. Slater and seconded by Mr. Christensen, with all in favor,
the January 30, 2019 Continued Meeting Minutes, as presented, were
approved.**

203

204

205 **TENTH ORDER OF BUSINESS**

Action Items

206

207 Items 4, 10, 11, 15 and 16 were completed.

208

209 **ELEVENTH ORDER OF BUSINESS**

Staff Reports

210

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

212 Mr. Pires reported the following:

213 ➤ One of two agenda items was heard at the County's Public Hearing. After hearing public
214 comments and the recommendations of the Productivity Committee, the BOCC decided to
215 delay, for at least another year, adopting a Resolution to enter into agreements with the
216 Property Appraiser and Tax Collector's Office to place a non-ad valorem assessment on the tax
217 bills, for the stormwater utility tax. Several Commissioners were not in favor of tax.

218 ➤ The issue of the Antilles landscape buffer was resolved to where they will install a 15'
219 enhanced buffer, as outlined in the plat and CDD letter.

220 ➤ Ashton Woods' stance concerning cleaning up the cement discharging into the catch
221 basins was that the catch basins and filters were clean and, according to the County, the pipes
222 were clean. Since the pipes are 11' in length, he would continue to insist they provide the CDD
223 with a video confirming there was no sediment obstructing the pipes to the lakes.

224 ➤ Under Florida Statute, no more than two bike riders abreast were allowed on the road.

225 ➤ A recent Wall Street Journal article discussed the Americans with Disabilities Act (ADA)
226 website compliance issues and how lawsuits were on the rise. Management was commended
227 for promptly addressing the compliance matter to avoid any issues.

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

229 Mr. Adams stated, now that the District settled its case with U.S. Bank, he suggested
230 writing off \$132,078 from the balance sheet, in the Capital Projects Series 2005 column of the
231 "Liabilities", "Due to other funds" "General fund 001" line item.

232

233 **On MOTION by Mr. Slater and seconded by Mr. Badessa, with all in favor,**
234 **authorizing the District Manager to write off \$132,078 from the "Capital**
235 **Projects Series 2005", "Liabilities", "Due from CP2005 to GF011", line item, was**
236 **approved.**

237

238

239 • **NEXT MEETING DATE: March 27, 2019 at 8:00 A.M.**

240 The next meeting will be held on March 27, 2019 at 8:00 a.m. The Joint Workshop was
241 rescheduled for 1:30 p.m.

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

243 Mrs. Adams presented the Field Operations Report and highlighted the following:

244 ➤ There were no complaints about the flowers installed in February.

245 Mrs. Benedetti, a resident and Landscape Advisory Committee Member, stated that the
246 colors were supposed to be pink and red but they were mostly red, resulting in little contrast.

247 Mrs. Adams apologized for engaging Club Care of Florida, LLC (Club Care), without Board
248 approval, for the purchase and installation of flowers, in the amount of \$13,875, instead of
249 engaging the District's contractor, LandCare. She discussed the LandCare contract and noted
250 that the Club Care cost was \$3,875 higher than LandCare. She requested ratification of
251 engaging Club Care and for approval to continue with Club Care for future flower installations,
252 as she felt Club Care provides a better product. Ms. Benedetti explained that The Foundation
253 recommended Club Care to Mrs. Adams and the Board, and told them that Club Care provides
254 and has access to a better variety of plants than LandCare. She discussed prior issues with
255 LandCare's ability to provide the desired plants.

256

257 **On MOTION by Mr. Slater and seconded by Mr. Schmitt, with all in favor,**
258 **Management's actions to engage Club Care of Florida, LLC, in the amount of**
259 **\$13,875 for the purchase and installation of flowers, was ratified and**
260 **authorizing Management to engage Club Care for future flower installations,**
261 **was approved.**

262

263

264 Mr. Slater stated that several guests complimented the beautiful aesthetics of the
265 entrance. He recognized the individual communities along Fiddler's Creek Parkway and the
266 Landscaping Committee for their efforts.

267 ➤ LandCare was sent a defective work notice to replace the dead bougainvillea plant beds,
268 by this Friday; Staff was directed to closely monitor the situation. She would confirm whether
269 the area included the end of Championship Drive and Mulberry Lane.

270 ➤ SOLitude Lake Management (SOLitude) tested at Hawk's Nest due to a recent fish kill.
271 As the oxygen levels were okay, the damage was likely due to runoff of insecticides, etc.

272 **D. Director of Safety, Health and Environment: *Shane Willis***

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

274 ➤ Residents will have three gate access options, which will be e-blasted. Demonstrations
275 will be sent every Friday, along with communication that Security personnel are not to be
276 considered first responders. Residents would be able to edit their information.

277 ➤ Crime Statistics within the community were presented by a Sherriff's Deputy, reflecting
278 zero crime; however, contractors have reported stolen equipment.

279 ➤ An alligator class was conducted educating residents on safety and why alligators are
280 needed. Trappers would remove large alligators, as needed; crocodiles, cannot be removed
281 unless approved by the Florida Fish and Wildlife Conservation Commission (FWC).

282 ➤ Gate activation in January was 70,000, with 19 service calls, due to wear and tear.

283 ➤ The Traffic Hawk took about 21,000 photographs in January. The average speed was 18
284 miles per hour (mph) and 95% were at 35 mph or below. The Lieutenant’s quote was that
285 Fiddler’s Creek does not have a speeding problem, just a few individuals who speed. Once
286 identified, speeders will be contacted. The Traffic Hawk was moved to capture the illegal turns
287 at traffic circles at Aviamar and Veneta.

288 ➤ Patrols averaged 6,300 miles in January and they responded to 287 incidents.

289 ➤ Programs were being implemented, signs from the Sherriff’s office were being
290 purchased to install at construction sites to prevent crime, etc.

291 ➤ He attends the monthly Collier County Sherriff’s meeting.

292 ➤ A permanent Traffic Hawk on Cherry Oaks Trail will be installed within a few weeks.

293 ➤ Issues with construction traffic continue. Requesting that Google remove Cherry Oaks
294 Trail as a throughway. He would check whether the same issue occurs for Championship Drive.

295 ➤ ISN Database completion was expected soon, along with the tie into the physical gates.

296 ➤ The roving patrol accident and policy reports would be transmitted to Mrs. Adams.

297

TWELFTH ORDER OF BUSINESS

Supervisors’ Requests

299

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

301

THIRTEENTH ORDER OF BUSINESS

Public Comments

303

304 There being no public comments, the next item followed.

305

FOURTEENTH ORDER OF BUSINESS

Adjournment

307

308 There being nothing further to discuss, the meeting adjourned.

309

310

On MOTION by Mr. Slater and seconded by Mr. Schmitt, with all in favor, the meeting adjourned at 9:31 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1

13

ACTIVE ACTION ITEMS

From February 27, 2019 Meeting for March 27, 2019 Meeting

Action Item status updates to be provided prior to or at the meeting.

DATE ADDED

1. **11.19.14** Per Mr. Brougham, Staff will communicate anything of major importance to residents, via The Foundation, such as tree removal to keep residents informed. **ONGOING**
2. **03.28.18** Per Mr. Brougham, for Mrs. Lord to request that the District receives a status report on its boundary legal bills. **As of 10.24.18**, Mr. Pires is working with Ms. Lord. **ONGOING**
3. **01.23.18** Mr. Cole to prepare a timeline for the grading and paving of the roads as well as the sidewalk repair project and plans to redirect traffic. **ONGOING**
4. **08.22.18** Mr. Cole preparing Phase 1 bids for repaving projects at Fiddler's Creek Parkway at entrance of 951; and additional bids for Peppertree, the Club and Bent Creek. **As of 10.24.18**, Project delayed until late spring 2019. Mr. Cole to plan and calendar project, and coordinate with Security to announce within the community the Championship project. Mr. Cole to contact GradyMinor to discuss estimate and include the District's project in with Isla Del Sol's, requesting a separate invoice to the District for that and other neighborhood association projects scheduled in the future. Additional bid to include repair markings identified along Fiddler's Creek Parkway. **As of 12.12.18** Mr. Cole to obtain written estimate to install double yellow stripe from 951 Championship Drive to entrance of CDD#1. Mr. Pires to forward estimate to Pelican Lakes' Counsel to split costs. **As of 01.23.19**: Mr. Cole to send bids out for the repaving project within the next month. Mr. Cole to forward Mr. Pires the \$2,700 proposal to restripe Championship Drive, and Mr. Pires to forward to Pelican Lakes' Counsel to split costs. **As of 02.27.19** Mr. Willis to attend the pre-bid meeting to discuss safety, traffic concerns, etc. **ONGOING**
5. **02.27.19** Before the next meeting Mr. Willis to obtain quotes to replace the gate arm towers. **ONGOING**
6. **02.27.19** Include call in number for future now that litigation has settled. **ONGOING**
7. **08.22.18** **Revised as of 01.23.19**: Mr. Schmitt will continue to monitor and attend Committee meetings relating to Collier County Storm water fee. **ONGOING**
8. **10.24.18** The Foundation to schedule workshops with the District to discuss study of Security being transferred over to the Foundation, drones, refurbishing gate houses, etc. **ONGOING**
9. **10.24.18** Mr. Adams to coordinate Passarella & Associates, GIS programming presentation for the February meeting. **ONGOING**

ACTIVE ACTION ITEMS

From February 27, 2019 Meeting for March 27, 2019 Meeting

Action Item status updates to be provided prior to or at the meeting.

DATE ADDED

- 10. 12.12.18** Mr. Cole to coordinate repairs needed to close up the 8" gap between the two fences on Mulberry Lane. **As of 01.23.19:** This project was added to the required fence repair project on Mulberry Court and is expected to be completed within the next month. **As of 02.27.19:** Both repair's will be completed by next month. **ONGOING**
- 11. 12.12.18** Mr. Adams to prepare an agenda and schedule a Joint Workshop between CDD #1 and CDD #2 to discuss the irrigation system. Inviting certain participants as discussed. **As Of 01/23/19** Joint Workshop is scheduled for February 27, 2019 at 1:30 p.m. Mr. Adams to forward a copy of the Workshop Powerpoint presentation to Mr. Albeit. **As of 02.27.19:** Joint Workshop rescheduled to March 27th.
- 12. 01.23.19** Mr. Cole to implement Sunshine 811 contract and prepare a Standard Operating Procedure (SOP) to be utilized by the Gatehouse. **As of 02.27.19:** Schedule Meeting with Mr. Willis to discuss and prepare SOP. **ONGOING**
- 13. 01.23.19** Mr. Cole to identify addresses of all lots within Marsh Cove and forward areas identified to Mr. Pires to send formal letter to Ashton Woods requesting clearing areas of encroachment's, stating the Board intends to have Collier County Code Enforcement intervene on this matter. **As of 02.27.19:** Mr. Pires to request the County and their Staff, to require the resident obtain approval from the easement holder before receiving their permit. **ONGOING**
- 14. 02.27.19** Mr. Willis to identify owner of container sitting at the end of Club Center Boulevard and Cherry Oaks Trail and have them move it or have it towed. Mr. Pires to prepare draft Resolution to adopt a tow policy. Mrs. Adams to include as an agenda item for the next meeting. **ONGOING**
- 15. 02.27.19** Ms. Robinson to advise U.S. Bank to move forward with settlement payment to the District. **ONGOING**
- 16. 02.27.19** Ms. Lord to have the Developer investigate and address any issues of debris at the Isla Del Sol Park, formerly used as a storage area. **ONGOING**
- 17. 02.27.19** Mr. Cole to forward Mrs. Adams a proposal for additional sidewalk repairs resulting from the first phase being completed. **ONGOING**
- 18. 02.27.19** Mr. Cole obtaining proposals to repair catch basins, and will include repairs to the one outside the Championship Drive gate. **ONGOING**
- 19. 02.27.19** Mr. Olson to coordinate straightening of the sign leaning in the median as you exit to Championship Drive. **ONGOING**

ACTIVE ACTION ITEMS

From February 27, 2019 Meeting for March 27, 2019 Meeting

Action Item status updates to be provided prior to or at the meeting.

DATE ADDED

- 20. 02.27.19** Mr. Adams to direct Trustee to closeout the fund balance in the Debt Service Series 2014-3 and 2014-4 account and transmit funds back to the CDD. Mrs. Adams to research the reason why there is \$29,167 in the Series 2013 account, 2006 column. Mr. Adams to write off \$132,078 under the Capital Projects Series 2005 line item "Liabilities", "Due to other funds" "General Fund 001" balance sheet. **ONGOING**
- 21. 02.27.19** LandCare to resolve the defective work notice and replace the dead bougainvillea plant beds by this Friday. Staff was directed to stay on top of situation. Mrs. Adams to confirm replacement included the area at the end of Championship Drive and Mulberry Lane, a CDD maintained property. **ONGOING**
- 22. 02.27.19** Mr. Willis will implement the roving patrol accidents and policy reports to Mrs. Adams. **ONGOING**

COMPLETED ACTION ITEMS

From February 27, 2019 Meeting for March 27, 2019 Meeting

DATE MOVED TO COMPLETED

1. **01.23.19** District Engineer will schedule and perform a semi-annual sidewalk review for trip hazards, slip/fall, cleaning needs and structural integrity. **COMPLETED**
2. **01.23.19** The Foundation will be looking into changing the current plan with WESCO to another vendor. **COMPLETED**
3. **01.23.19** Mr. Cole to prepare a timeline for grading and paving and budgets of Fiddler's Creek Parkway and Championship in two months. Mr. Cole to obtain costs associated with Championship Drive, Phase 2 and re-visit the condition of Club Center Parkway at entrance of Marsh Cove for signs of cracking. Project to commence next spring. **As of 12.12.18** Mr. Cole to confirm whether the vacant lot at Marsh Cove was cleared and graded property, if not will contact Valerie sending violation notices. **COMPLETED**
4. **01.23.19** Mr. Dieckmann will coordinate the Landscape Lighting Project, which is delayed, until most of the Landscape Restoration Plan is completed. **COMPLETED**
5. **01.23.19** Continuation of discussion of responsibility for Replacement of Trees damaged by Hurricane Irma and for maintenance of the lane. Mr. Pires will include a copy of the memorandum in CDD's #2 agenda package. Mrs. Adams will forward Mr. Pires a copy of Ms. Lord's email. Mr. Siler to provide email to Mr. Adams. Mr. Pires to provide clarity of Tract C to CDD #2. Mrs. Adams to include as agenda item at next meeting. **As of 10.24.18** Mrs. Adams to tour CDD #1 property along the Parkway abutting CDD #2 to determine responsibility for replacement of trees and shrubs damaged by Hurricane Irma but not covered under Waldrop's scope of work. Mr. Cole to notify CDD #2 of issue. **COMPLETED**
6. **01.23.19** Mr. Pires and Mr. Cole to attend Public Hearing on September 6, 2018 regarding Collier County Storm water fee. Mr. Pires to prepare letter to County objecting to this fee. **As of 10.24.18**, The County is restudying the storm water fee, Public Hearing continued to November 13, 2018. Mr. Schmitt to be included in providing storm water information to the County. **COMPLETED**
7. **01.23.19** Mr. Adams will coordinate off-roll assessments are reflected in the current month's financial statements. **COMPLETED**
8. **01.23.19** Staff to make sure that the patrol cars are washed every day. **COMPLETED**
9. **01.23.19** Per Mr. Brougham, Ms. Puckett to make to make the modifications to the Revised Post Orders and distribute copies to the Board. **As of 10.24.18** Revise Page 5 of Post Order Report to include email addresses of Ms. Puckett, Mr. Duprey, Mr. Willis and Mr. Albeit. **COMPLETED**
10. **01.23.19** Ms. Puckett to provide Villages schedule for pressure cleaning in advance. **As of 10.24.18**, edited name and revised task. **COMPLETED**

COMPLETED ACTION ITEMS

From February 27, 2019 Meeting for March 27, 2019 Meeting

DATE MOVED TO

COMPLETED

11. **01.23.19** Mrs. Adams to obtain quote from Bentley once toured Fiddler's Creek Parkway area for headcount. **COMPLETED**
12. **01.23.19** Mr. Adams will research the reason why Unaudited Financial Statement's, "Audit" and Trustee" line items were not at 100%. **COMPLETED**
13. **01.23.19** Mrs. Adams to make revisions to the Tee Pruning Specifications. **COMPLETED**
14. **01.23.19** Mr. Olson to inventory the number of benches within the District, and obtain proposal to replace them all. **COMPLETED**
15. **01.23.19** Mr. Cole to obtain proposal to engage Contractor to repair three damaged fence areas south of Mulberry Court. **COMPLETED**
16. **01.23.19** Mr. Cole to recheck areas along Fiddler's Creek Parkway, between Mulberry and Mayorca for sidewalk issues and obtain proposal to grind and repair sidewalks. **As of 10.24.18**, Mr. Adams to contact Collier Paving for proposal to do sidewalk repairs, grinding and sidewalk replacement in the area from Cascada to Championship Drive along the Parkway and southwest catch basins. **As of 12.12.18** Mid January 2019 Commencement of Sidewalk repair project, at the Parkway to Sandpiper Drive and includes those marked areas on Mahogany. Mr. Cole summarizing other repairs to add as additional work to the contract. **COMPLETED**
17. **02.27.19** Mr. Cole obtaining proposal from Collier Paving and Concrete to replace broken tops at three catch basins, and a proposal to repair the catch basins at Mulberry Lane, and along Fiddler's Creek Parkway. **As of 12.12.18** Mrs. Adams will provide Mr. Cole, her vendor's contact information as well as Mr. Slater's Contractor's contact information to engage in performing these repairs. **COMPLETED**
18. **02.27.19** LandCare to relocate within the next couple of weeks, several surplus pallets of fence panels located in the yard North of Sandpiper to store either in one of the pump stations or staged in the parking lot. **COMPLETED**
19. **02.27.19** Mr. Olson to schedule painting of street light on Runaway Lane once it is confirmed the CDD is responsible for its maintenance. **COMPLETED**
20. **02.27.19** Mrs. Adams to obtain clarification from Ms. Robinson regarding her statement in lines 132/133 in the November 14, 2018 Regular Meeting Minutes. **COMPLETED**
21. **02.27.19:** The January 23, 2019 Public Meeting was continued to January 30, 2019 at 9:00 a.m. to be held in conjunction with an Executive Session requested by Special Counsel. Mr. Adams to provide current detailed statement of expenditures associated with this litigation to the meeting. **COMPLETED**

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1

14B

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1
NOTICE OF FISCAL YEAR 2019 MEETINGS

The Board of Supervisors ("Board") of the Fiddler's Creek Community Development District #1 ("District") will hold Regular Meetings for Fiscal Year 2019 on the fourth Wednesday of each month (unless otherwise indicated) at 8:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114, on the following dates:

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

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

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

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

District Manager
Fiddler's Creek Community Development District #1

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1

14C



Wrathell, Hunt and Associates, LLC

TO: Fiddlers Creek CDD #1 Board of Supervisors

FROM: Cleo Adams – Assistant Regional Manager

DATE: March 27, 2019

SUBJECT: Monthly Status Report – Field Operations

Fence Repairs: Update Status: The required repairs have been completed to include an approximate ten foot section of chain-link fence adjacent to Mulberry Court as well as repairing the 8” gap between the vinyl fencing and the chain link post – confirmed by Terry Cole & Jason Olson.

Landscape: Staff continues to tour/review the property to ensure project completions as well as day to day activities are being met. Tours conducted on February 27th, with additional reviews by Jason Olson Wednesday, March 13th and Thursday, March 21st. Follow-up included review of required sod replacement located on Runaway Lane between Bougainvillea hedge and the pond, as well as weed/feed of the turf in this location. Bougainvillea replacements throughout as discussed at the last meeting to include replacements required adjacent to Championship Drive and Mulberry Lane, adjacent to the Royal Palms - (this area not yet confirmed).

Note: Bud Drenching of all Medjools/Royal Palms to commence March 20th – combination of insecticide and liquid fertilizer.

Bent Creek Buffer Oak: Oak replacement has been completed and Staff will continue to monitor the buffer to ensure success - Bent Creek and Pepper Tree/Antilles side of the buffer.

Mulberry Buffer Oaks: During our February property review Staff observed that two Oaks adjacent to the Antilles side of the buffer have disappeared. Currently securing cost associated with having them replaced.

Flowers: February install: Completed the week of February 4th which includes bed prep. Combination of Begonia Big – Red & Dark Pink.

Note: May rotation: Mixed Penta’s

Irrigation: The workshop meeting has been rescheduled to Wednesday, March 27th at 1:30 between District’s, the Foundation as well as Village Rep’s to discuss the control system and options moving forward. Additionally, Staff has met with our District Engineer Terry Cole and Mike Sidlovsky of Aqua-matic Irrigation Systems to discuss our current concerns. Staff has authorized Aqua-matic to review the system, map out/identify all existing irrigation controllers,

power locations and existing filtration. Information packet will be provided to the Board prior to the meeting.

Park Benches: Total of (7) benches have been delivered and install commenced the week of March 18th.

Sidewalk Repairs: As we have discussed, Staff has secured a proposal to make necessary sidewalk repairs to include removal and replacement in areas where required. These areas include the Parkway from 951 to Sandpiper DR. Total Cost \$29,878.50. Repairs are underway and it's anticipated that this project will be completed within the next few weeks.

Note: An additional proposal for an approximate \$20K is included in the agenda package for sidewalk repairs located on Runaway Lane.

Catch basin repairs Collier Paving will be providing an estimate for these required repairs. District Engineer Terry Cole is handling this project and will provide an update at the Board meeting. **Update:** This is an agenda item for Boards' consideration as it will require repurposing of funds to cover the associated cost.

Street Striping: Staff has reviewed all faded stop bars/crosswalks and has provided the inventory to our District Engineer Terry Cole. Paving to be scheduled in the spring.

Street Signs: Work-order has been submitted to repair the leaning signage located on Mulberry/Championship as well as Mulberry Court – update to be provided by Jason Olson.

LED Streetlight Conversion: As approved by the Board at the January meeting, Staff has identified (78) street lights on the Parkway that are tariff (flat rate) as well as the street lights on Mulberry Lane & Championship Dr. Cost to convert all metered street lights - \$29,290.00. Update: Lights were received on March 19th with installation to commence, Wednesday, March 20th. There are a total of 190 lights so it is anticipated that this project will take up to three weeks to complete.

Sunshine One Application/Implementation: District Engineer Terry Cole has applied and is working on implementing a Standard Operation Procedure and will provide to Security upon completion.