

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT
DISTRICT #1**

October 28, 2020

BOARD OF SUPERVISORS

PUBLIC HEARING AND

REGULAR MEETING

AGENDA

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

October 21, 2020

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 Public Hearing and Regular Meeting on October 28, 2020 at 8:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114 and via Zoom, at <https://us02web.zoom.us/j/81841398733>, Meeting ID **818 4139 8733**, or telephonically at 1-929-205-6099, Meeting ID **818 4139 8733**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items (*3 minutes per speaker*)
3. Waterway Inspection Report October 9, 2020: *SOLitude Lake Management*
4. Developer's Report
5. Engineer's Report: *Hole Montes, Inc.*
6. Public Hearing to Hear Public Comments and Objections to the Adoption of the Amended and Restated Rules of Procedure, Pursuant to Sections 190.11(5), 190.011 (15) and 190.035, Florida Statutes [2019]
 - A. Affidavits of Publication
 - Notice of Rule Development
 - Notice of Rulemaking
 - B. Consideration of Resolution 2021-01, Adopting the Rule Regarding Sidewalk Maintenance Responsibilities
7. Consideration of Donation Agreement with Collier County for Proposed Force Main Extension
8. Continued Discussion/Update: Hurricane Irma Recovery

- 9. Acceptance of Unaudited Financial Statements as of September 30, 2020
- 10. Approval of September 23, 2020 Regular Meeting Minutes
- 11. Action/Agenda or Completed Items
- 12. Staff Reports
 - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
 - I. Update: Traffic Signal Contribution Request, 7-11 at Greenway and US 41
 - II. PowerPoint Presentation: Sunshine Laws
 - B. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: November 11, 2020 at 8:00 A.M.
 - QUORUM CHECK

Joseph Badessa	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Torben Christensen	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Joseph Schmitt	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Robert Slater	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Phillip Brougham	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

- C. Operations Manager: *Wrathell, Hunt and Associates, LLC*
- D. Director of Safety, Health and Environment: *Shane Willis*
- 13. Supervisors' Requests
- 14. Public Comments
- 15. Adjournment

“Further, please be advised that the Florida Governor’s Office has declared a state of emergency due to the Coronavirus (COVID-19). As reported by the Center for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes. These droplets may land on objects and surfaces. Other people may contract COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. Therefore, merely cleaning facilities, while extremely important and vital in this crisis, may not be enough to stop the spread of this virus. Those with weakened immune systems may want to avoid the District’s meeting in order to avoid a potential exposure to the virus.”

"That said, the District wants to encourage public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting may do so via Zoom details specified herein. Additionally, participants are encouraged to submit questions and comments to the District's manager in advance at adamsc@whhassociates.com."

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

Sincerely,



Chesley E. Adams, Jr.
District Manager

OPTIONS FOR MEETING PARTICIPATION

<https://us02web.zoom.us/j/81841398733>

MEETING ID: 818 4139 8733

OR

CALL IN NUMBER: 1 929-205-6099

MEETING ID: 818 4139 8733

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

3

SOLITUDE

LAKE MANAGEMENT



Fiddler's Creek CDD 1 Waterway Inspection Report

Reason for Inspection: Routine Scheduled

Inspection Date: 10/09/2020

Prepared for:

Cleo Adams, Assistant District Manager
Wrathell, Hunt & Associates, LLC
9220 Bonita Beach Road, Suite #214
Bonita Springs, FL 34135

Prepared by:

Christina Kennedy, Aquatic Biologist

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Site: 15

Comments:

Requires attention
 Spot treat for moderate patches of torpedograss in gulf spikerush. Minimal algae noted in littorals, spot treat in open areas.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



October, 2020



October, 2020

Site: 16

Comments:

Requires attention
 Treat shoreline for torpedograss on the west bank.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



October, 2020



October, 2020

Site: 17

Comments:

Requires attention
 Treat shoreline for torpedograss. Hydrilla appeared treated, patches may need to be broken apart to help with decomposition.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



October, 2020



October, 2020

Site: 18

Comments:

Requires attention
Torpedograss and cattails require treatment in littorals, heavier growth noted along Championship Dr.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



October, 2020



October, 2020

Site: 21

Comments:

Site looks good
Minor debris: cans and plastic bags require removal.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



October, 2020



October, 2020

Site: 22

Comments:

Requires attention
Gulf spikerush needs to be treated for torpedograss in the western shelf.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



October, 2020



October, 2020

Site: 30

Comments:

Requires attention
Spot treat torpedograss, and vines in cord grass in the S cove.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



October, 2020



October, 2020

Site: 34

Comments:

Requires attention
Treat site for torpedograss in bulrush especially along golf course, spot treat primrose.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



October, 2020



October, 2020

Site: 34A

Comments:

Requires attention
Spot treat for cattails, brush, and vines. Bulrush behind homes was treated but requires removal. Minimal torpedograss noted.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



October, 2020



October, 2020

Site: 34B

Comments:

Requires attention

Brush and vines were treated efficaciously, patches of torpedograss were noted in the littorals, spot treat.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



October, 2020



October, 2020

Site: 35

Comments:

Requires attention

Shoreline grasses and brush were treated behind homes, but the gulf spikerush was also damaged. Treat torpedograss in spikerush near bridge along fairway

Action Required:

Routine maintenance next visit

Target:

Torpedograss



October, 2020



October, 2020

Site: FC-2A/B

Comments:

Normal growth observed

Shoreline weeds and crested floating heart were treated. The gulf spikerush was damaged south of the bridge.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



October, 2020



October, 2020

Site: FC 4

Comments:

Normal growth observed

Traces of crested floating heart and water lettuce were noted, spot treat.

Action Required:

Routine maintenance next visit

Target:

Floating Weeds



October, 2020



October, 2020

Site: FC 5

Comments:

Normal growth observed

Spot treat trace crested floating heart.

Action Required:

Routine maintenance next visit

Target:

Floating Weeds



October, 2020



October, 2020

Site: 65 A

Comments:

Normal growth observed

Traces of crested floating heart and water lettuce were noted, spot treat.

Action Required:

Routine maintenance next visit

Target:

Floating Weeds



October, 2020



October, 2020

Management Summary

- Torpedograss requires treatment at several ponds, brush and vine growth was limited.
- Surface algae was minimal. Algae growth was mostly contained in the littorals which can not be treated selectively, treatment would also damage littoral plants which is not recommended and can often lead to more algae blooms.
- Aquatic vegetation was limited, species observed include, crested floating heart, hydrilla, and water lettuce.
- A silt barrier has come loose and is planned for removal from site FC-4.
- Wildlife observed: Ibis, anhinga, bass, cichlid, soft-shell turtle, ducks, and several gators.

Site	Comments	Target	Action Required
15	Requires attention	Torpedograss	Routine maintenance next visit
16	Requires attention	Torpedograss	Routine maintenance next visit
17	Requires attention	Torpedograss	Routine maintenance next visit
18	Requires attention	Torpedograss	Routine maintenance next visit
21	Site looks good	Species non-specific	Routine maintenance next visit
22	Requires attention	Torpedograss	Routine maintenance next visit
30	Requires attention	Shoreline weeds	Routine maintenance next visit
34	Requires attention	Torpedograss	Routine maintenance next visit
34A	Requires attention	Shoreline weeds	Routine maintenance next visit
34B	Requires attention	Torpedograss	Routine maintenance next visit
35	Requires attention	Torpedograss	Routine maintenance next visit
FC2ab	Normal growth observed	Species non-specific	Routine maintenance next visit
FC4	Normal growth observed	Floating Weeds	Routine maintenance next visit
FC5	Normal growth observed	Floating Weeds	Routine maintenance next visit
65A	Normal growth observed	Floating Weeds	Routine maintenance next visit



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

6A

Naples Daily News

PART OF THE USA TODAY NETWORK

Published Daily
Naples, FL 34110

FIDDLERS CREEK I CDD
2300 GLADES RD 410 W

BOCA RATON, FL 33431

Affidavit of Publication

STATE OF WISCONSIN
COUNTY OF BROWN

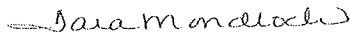
Before the undersigned they serve as the authority, personally appeared said legal clerk who on oath says that he/she serves as **Legal Clerk** of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said

Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Published: 07/15/2020



Subscribed and sworn to before on July 15, 2020:



Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: \$210.00
Ad No: 0004281891
Customer No: 1304990
PO #:

of Affidavits 1

This is not an invoice

NOTICE OF RULE DEVELOPMENT BY FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

In accord with Chapters 190 and 120, Florida Statutes, the Fiddler's Creek Community Development District #1 ("District") hereby gives notice of its intention to develop a Rule Regarding Sidewalk Maintenance Responsibility (Rule), outlining the responsibilities of an abutting property owner to remediate or to pay a charge for inspection and remediation of damage to District sidewalks from tree roots encroaching into a District ROW or easement from such abutting property. This Rule will outline the responsibilities of an abutting property owner's obligations in such circumstances to remediate or to pay a charge for inspection and remediation if the property owner fails to engage in repair activity within a reasonable period of time after receipt of written notice.

The purpose and effect of the proposed Rule is to provide for efficient and effective operations of the District. Specific legal authority for the Rule includes, but is not limited to, Sections 190.011(5), 190.012, 120.54, and 120.81, Florida Statutes (2019).

A copy of the preliminary text of the proposed Rule, once available, may be obtained by contacting the District Manager at 2300 Glades Road, Suite 410W; Boca Raton, FL 33431, or by calling toll-free (877) 276-0889.

District Manager
Fiddler's Creek Community Development District #1
Pub Date: July 15, 2020 #4281891



**NOTICE OF RULEMAKING AND PUBLIC HEARING REGARDING
THE RULES OF THE FIDDLER'S CREEK COMMUNITY
DEVELOPMENT DISTRICT #1 TO ADOPT A RULE REGARDING
SIDEWALK MAINTENANCE RESPONSIBILITIES**

A public hearing will be conducted by the Board of Supervisors of the Fiddler's Creek Community Development District #1 ("District") on October 28, 2020 at 8:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114 and also remotely via communications media technology, ZOOM Meeting, <https://us02web.zoom.us/j/81841398733>; Meeting ID: 818 4139 8733; or by dialing 19292056099, Meeting ID: 818 4139 8733.

In the event that the COVID-19 public health emergency prevents the hearing from occurring in-person, the District may conduct the public hearing by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders EO 20-52, 20-69, 20-179, and 20-193, issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2.

While it may be necessary to hold the above referenced public hearing utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. To that end, anyone wishing to listen to and/or participate in the meeting can do so remotely, via the Zoom details specified above. Participants are strongly encouraged to submit questions and comments to the District Manager's Office (identified below) by October 26, 2020 at 12:00 p.m., in advance of the hearing to facilitate the Board's consideration of such questions and comments during the hearing.

In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Rule Regarding Sidewalk Maintenance Responsibilities ("Sidewalk Rule"). Prior notice of rule development was published in the Naples Daily News on July 15, 2020.

The purpose of the Sidewalk Rule is to create a rule outlining the responsibilities of property owners with trees that have tree roots encroaching into a District right of way (ROW) or easement from the abutting property, resulting in or causing the upheaval or sinking of a sidewalk within the District ROW or easement.

Specific legal authority for the adoption of the proposed Sidewalk Rule includes but is not limited to Sections 190.011(5), 190.012, 120.54, and 120.81, Florida Statutes (2019). The specific laws implemented in the Sidewalk Rule include but are not limited to Sections 190.011(5), 190.012, Florida Statutes (2019).

A copy of the proposed Sidewalk Rule may be obtained by contacting the District Manager at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office").

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the 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 Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Manager's Office.

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

6B

RESOLUTION 2021-01

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1 ADOPTING THE RULE REGARDING
SIDEWALK MAINTENANCE RESPONSIBILITIES**

Whereas, the Fiddler's Creek Community Development District #1 ("District") is a community development district, established in 1996 by Chapter 42X, Florida Administrative Code, as amended by the Florida Land and Water Adjudicatory Commission pursuant to the provisions of Chapter 190, Florida Statutes; and,

Whereas, on October 28, 2020 the Board held a duly noticed and properly advertised public hearing and heard and considered the adoption of a Rule titled "Sidewalk Maintenance Responsibilities"; and,

Whereas, on October 28, 2020 the Board heard and considered comments on the proposed Rule titled "Sidewalk Maintenance Responsibilities"; and,

Whereas, the Board desires to memorialize the adoption and approval of the Rule titled "Sidewalk Maintenance Responsibilities" through the adoption of this Resolution.

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

1. The Rule titled "Sidewalk Maintenance Responsibilities" a true and correct copy of which is attached hereto as **Exhibit "A"**, is hereby adopted and approved.
2. The District Manager is directed to file and maintain a clean version of the said Rule titled "Sidewalk Maintenance Responsibilities" in the records of the District

DULY PASSED AND ADOPTED this 28th day of October, 2020.

BOARD OF SUPERVISORS OF THE FIDDLER'S
CREEK COMMUNITY DEVELOPMENT DISTRICT #1

ATTEST:

Secretary/Assistant Secretary

By: _____
Phillip E. Brougham, Its Chairman

Exhibit A

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

RULE REGARDING SIDEWALK MAINTENANCE RESPONSIBILITIES [BOARD ADOPTED OCTOBER 28, 2020]

RULE II; Sidewalk Maintenance Responsibilities.

PURPOSE AND EFFECT: Outlines the responsibilities of property owners with trees that have tree roots encroaching into a Fiddler's Creek Community Development District #1 (District) right of way (ROW) or easement from the abutting property, resulting in or causing the upheaval or sinking of a sidewalk within the District ROW or easement.

RULEMAKING AUTHORITY: Specific legal authority for the Rule includes, but is not limited to, Sections 190.011(5), 190.012, 120.54, and 120.81, Florida Statutes (2019).

LAW IMPLEMENTED: Includes, but is not limited to, Sections 190.011(5), 190.012, Florida Statutes (2019).

THE FULL TEXT OF THE RULE IS:

Sidewalk Maintenance Responsibilities

- A. For driveways (whether pavers or concrete) located within any Fiddler's Creek Community Development District #1 (District) right of way (ROW) or easement, it is the sole obligation of the property owner whose property is served by such driveway to maintain the driveway and its improvements in a safe condition. Any District authorization for the installation and continued existence of a driveway within a District ROW or easement is predicated and conditioned upon the property owner maintaining their driveway in a safe and sound condition.
- B. To the extent that tree roots encroaching into a District ROW or easement from an abutting property result in or cause the upheaval or sinking of a sidewalk within the District ROW or easement, the District Manager will notify the abutting property owner in writing of the need for the property owner to: A. trim/prune the tree roots and install an effective root barrier at the edge of the District ROW or easement; and, 2. depending upon the Village where the property is located, take steps to repair the sidewalk.
- C. To the extent that tree roots encroaching into a District ROW or easement from an abutting property result in or cause the upheaval or sinking any portion of a driveway located in the District ROW or easement, the District Manager will notify the abutting property owner in writing of the need for the property owner to: A. trim/prune the tree roots and install an effective root barrier at the edge of the District ROW or easement; 2. provide and arrange for the repair of the damaged driveway.

- D. If the property owner fails to engage in repair activity within a reasonable period of time after receipt of the written notice, the District will engage the services of a contractor to perform said activities within the District ROW or easement. At the completion of the repair activities conducted by the District, a demand/request for payment will be presented to the property owner for reimbursement to the District, i.e. to pay the actual cost and expense of the repair and remediation as a charge for the repair and remedial services provided by the District.
- E. If the property owner refuses to pay the cost and expense of such repair and remedial actions, the District, without waiving its right to pursue any other available legal remedies: 1. may initiate a court action to recover the costs, charges and expenses associated with repair and remediation activities (costs); or, 2. at its next budget adoption hearing/assessment levying hearing, determine whether or not to impose an additional special assessment/assessments against such specially benefitted property to the extent that that property owner's specific property has been specially benefitted from the repair and remedial activities and services provided by the District, over and above general community wide benefits.

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

7

From: Anthony Pires
Sent: Wednesday, October 21, 2020 7:18 AM
To: ErbCindy <Cindy.Erb@colliercountyfl.gov>
Cc: MottToni <Toni.Mott@colliercountyfl.gov>; SantiagoLourdes <Lourdes.Santiago@colliercountyfl.gov>; 'phillip.brougham@fiddlerscreekcdd1.net' <phillip.brougham@fiddlerscreekcdd1.net>; Terry Cole <TerryCole@hmeng.com>; cleo.adams@whhassociates.com; Chuck Adams <adamsc@whhassociates.com>
Subject: RE: Fiddler's Creek Sewer Force Main Relocation
Importance: High

Good morning Cindy.

1. Chuck/Cleo, please provide the FEIN for the "GAP" Affidavit.
2. the Utility Easement and the Donation Agreement are acceptable.
3. as to the "GAP" Affidavit, Cindy, please insert:
 - a. "an easement over" before the word "Property" in Para. 7 of the "GAP" Affidavit.
 - b. similar to the language in Para. 6 of the Donation Agreement, please insert the following at the beginning of Para 16 of the "GAP" Affidavit: "To the extent authorized by Florida law, and without waiving or expanding the limited waiver of sovereign immunity in Section 768.28, Florida Statutes,"

This item and the documents will be on the Board meeting agenda for October 28, 2020 and staff will recommend approval and signing, subject to the above noted edits.

Thank you as always for your assistance. If you have any questions please call me at 239-450-2474.

Tony

ANTHONY P. PIRES, JR., B.C.S.
Woodward, Pires & Lombardo, P.A.
3200 North Tamiami Trail
Suite 200
Naples, Florida 34103
239-649-6555 Phone
239-649-7342 Fax
apires@wpl-legal.com



Firm Website: www.wpl-legal.com

This transmittal and/or attachments may be a confidential attorney-client communication or may otherwise be privileged or confidential. If you are not the intended recipient, you are hereby notified that you have received this transmittal in error; any review, dissemination, distribution or copying of this transmittal is strictly prohibited. If you have received this transmittal and/or attachments in error, please notify us

immediately by reply or by telephone (call us at 239-649-6555) and immediately delete this message and all its attachments.

From: ErbCindy <Cindy.Erb@colliercountyfl.gov>
Sent: Thursday, October 08, 2020 3:21 PM
To: Anthony Pires <APires@wpl-legal.com>
Cc: MottToni <Toni.Mott@colliercountyfl.gov>; SantiagoLourdes <Lourdes.Santiago@colliercountyfl.gov>
Subject: Fiddler's Creek Sewer Force Main Relocation
Importance: High

Hi Tony,

Please find attached the revised Donation Agreement, Utility Easement and Gap Affidavit for your review and comments.

If acceptable, please have the appropriate parties execute the attached documents and return them to my attention.

The Utility Easement, and Grantor's Non-Foreign, Taxpayer Identification & "Gap" Affidavit **must be signed in the presence of a Notary Public and requires two witnesses.** The Donation Agreement needs to be signed in front of two witnesses.

Upon receiving the documents, we will proceed to schedule this item for the Board of County Commissioners approval if necessary.

If you have any questions, please advise. Thank you.

Cindy M. Erb

Cindy M. Erb, SR/WA
Senior Property Acquisition Specialist
Collier County Real Property
3335 Tamiami Trail East, Suite 101
Naples, FL 34112-5356
Telephone Number: 239-252-8917
Fax Number: 239-252-8876



Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.



COLLIER COUNTY GOVERNMENT

REAL PROPERTY MANAGEMENT
ADMINISTRATIVE SERVICES DIVISION

3335 E. TAMIAMI TRAIL, SUITE 101
NAPLES, FL 34112
PHONE (239) 252-8917
FAX (239) 252-8876
cindyerb@colliergov.net

October 8, 2020

Anthony Pires
Woodward, Pires & Lombardo, P.A.
3200 North Tamiami Trail, Suite 200
Naples, Florida 34103

RE: Fiddler's Creek Sewer Force Main Relocation

Dear Mr. Pires:

Please find attached the documents necessary for the County to proceed with the acquisition for the above-referenced project.

Please have the appropriate parties execute the attached documents and return them to my attention. The Utility Easement, and Grantor's Non-Foreign, Taxpayer Identification & "Gap" Affidavit **must be signed in the presence of a Notary Public and requires two witnesses.** The Donation Agreement needs to be signed in front of two witnesses.

Upon receiving the documents, we will proceed to schedule this item for the Board of County Commissioners approval if necessary.

If you have any questions or concerns, please do not hesitate to call me between the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday, at (239) 252-8917. Thank you for your cooperation and assistance.

Sincerely,

Cindy M. Erb

Cindy M. Erb, SR/WA, Sr. Property Acquisition Specialist
Real Property Management

Attachments: Donation Agreement, Utility Easement, and Grantor's Non-Foreign, Taxpayer Identification & "Gap" Affidavit

DONATION AGREEMENT

THIS DONATION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between **FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a community development established pursuant to Chapter 190 F.S.**, (hereinafter referred to as "Owner"), whose mailing address is c/o Anthony P. Pires, Jr., Woodward, Pires & Lombardo, P.A., 3200 Tamiami Trail North, Suite 200, Naples, FL 34113, and the **BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AS THE GOVERNING BODY OF COLLIER COUNTY AND AS EX-OFFICIO THE GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT**, (hereinafter referred to as "County"), whose mailing address is 3335 Tamiami Trail East, Suite 101, Naples, Florida 34112.

WITNESSETH:

WHEREAS, County has requested that Owner convey to the County a perpetual, non-exclusive easement ("Easement") for the purpose of constructing, operating, maintaining, and repairing utility facilities and related facilities over, under, upon and across the lands described in Exhibit "A" hereinafter referred to as the ("Property"), which is attached hereto and made a part of this Agreement;

WHEREAS, Owner desires to convey the Easement to County for the stated purposes, on the terms and conditions set forth herein; and

WHEREAS, Owner recognizes the benefit to Owner and desires to convey the Easement to the County for the stated purposes, on the terms and conditions set forth herein, said terms including that no compensation shall be due and payable for the Easement requested by County; and

NOW, THEREFORE, in consideration of these premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, it is agreed by and between the parties as follows:

1. Owner shall grant a non-exclusive Utility Easement over, under, upon and across the Property to County at no cost to the County, unless otherwise stated herein.
2. Prior to Closing, Owner shall obtain from the holders of any liens, exceptions and/or qualifications encumbering the Property, the execution of such instruments which will remove, release or subordinate such encumbrances from the Property upon their recording in

the public records of Collier County, Florida. Owner shall provide such instruments, properly executed, to County on or before the date of Closing.

3. This Agreement shall be null and void, and of no further force or effect, unless Closing shall occur within sixty (60) days from the date County executes this Agreement; provided; however, that County shall have the unilateral right to extend the term of this Agreement pending receipt of such instruments, properly executed, which either remove, release or subordinate any and all such liens, encumbrances or qualifications affecting County's enjoyment of the Property.

4. Owner is aware and understands that this Agreement is subject to the acceptance and approval by the Board of County Commissioners of Collier County, Florida.

5. Owner represents that the Property and all uses of the Property have been and presently are in compliance with all Federal, State and Local environmental laws; that no hazardous substances have been generated, stored, treated or transferred on the Property except as specifically disclosed to the County; that the Owner has no knowledge of any spill or environmental law violation on any property contiguous to or in the vicinity of the Property to be conveyed to the County, that the Owner has not received notice and otherwise has no knowledge of a) any spill on the Property, b) any existing or threatened environmental lien against the Property or c) any lawsuit, proceeding or investigation regarding the generation, storage, treatment, spill or transfer of hazardous substances on the Property. This provision shall survive Closing and is not deemed satisfied by conveyance of title.

6. To the extent authorized by Florida law, and without waiving or expanding the limited waiver of sovereign immunity in Section 768.26 Florida Statutes, Owner shall indemnify, defend, save and hold harmless the County against and from, and to reimburse the County with respect to, any and all damages, claims, liabilities, laws, costs and expenses (including without limitation reasonable paralegal and attorney fees and expenses whether in court, out of court, in bankruptcy or administrative proceedings or on appeal), penalties or fines incurred by or asserted against the County by reason or arising out of the breach of Owner's representation under Section 5. This provision shall survive Closing and is not deemed satisfied by conveyance of the Easement.

7. The County shall pay for all costs of recording the conveyance instrument, and recording costs for any curative instruments, in the Public Records of Collier County, Florida and all costs associated with this transaction including, but not limited to transfer, documentary and intangible taxes. County shall be responsible for paying any costs and/or fees associated with the securing and recording a Subordination, Consent & Joinder of Easement of encumbrances, if any, recorded against the Property from the holder(s) of the encumbrance(s). The cost of a title commitment shall be paid by County.

8. This Agreement and the terms and provisions hereof shall be effective as of the date this Agreement is executed by both parties and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal

representatives, successors, successor trustees, and/or assignees, whenever the context so requires or admits.

9. Conveyance of the Easement by Owner is contingent upon no other provisions, conditions, or premises other than those so stated above; and the written Agreement, including all exhibits attached hereto, shall constitute the entire Agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

10. This Agreement is governed and construed in accordance with the laws of the State of Florida

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the date and year first above written.

DATE ACQUISITION APPROVED BY BCC: _____

AS TO COUNTY:

DATED: _____

ATTEST:

CRYSTAL K. KINZEL, Clerk

,Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA, AS THE
GOVERNING BODY OF COLLIER COUNTY
AND AS EX-OFFICIO THE GOVERNING
BOARD OF THE COLLIER COUNTY
WATER-SEWER DISTRICT

BY: _____
BURT L. SAUNDERS, Chairman

Approved as to form and legality:

Jennifer A. Belpedio, Assistant County Attorney

JaB
10/16/2020



AS TO OWNER:

Witness #1 (Signature)

Witness #1 (Print Name)

Witness #2 (Signature)

Witness #2 (Print Name)

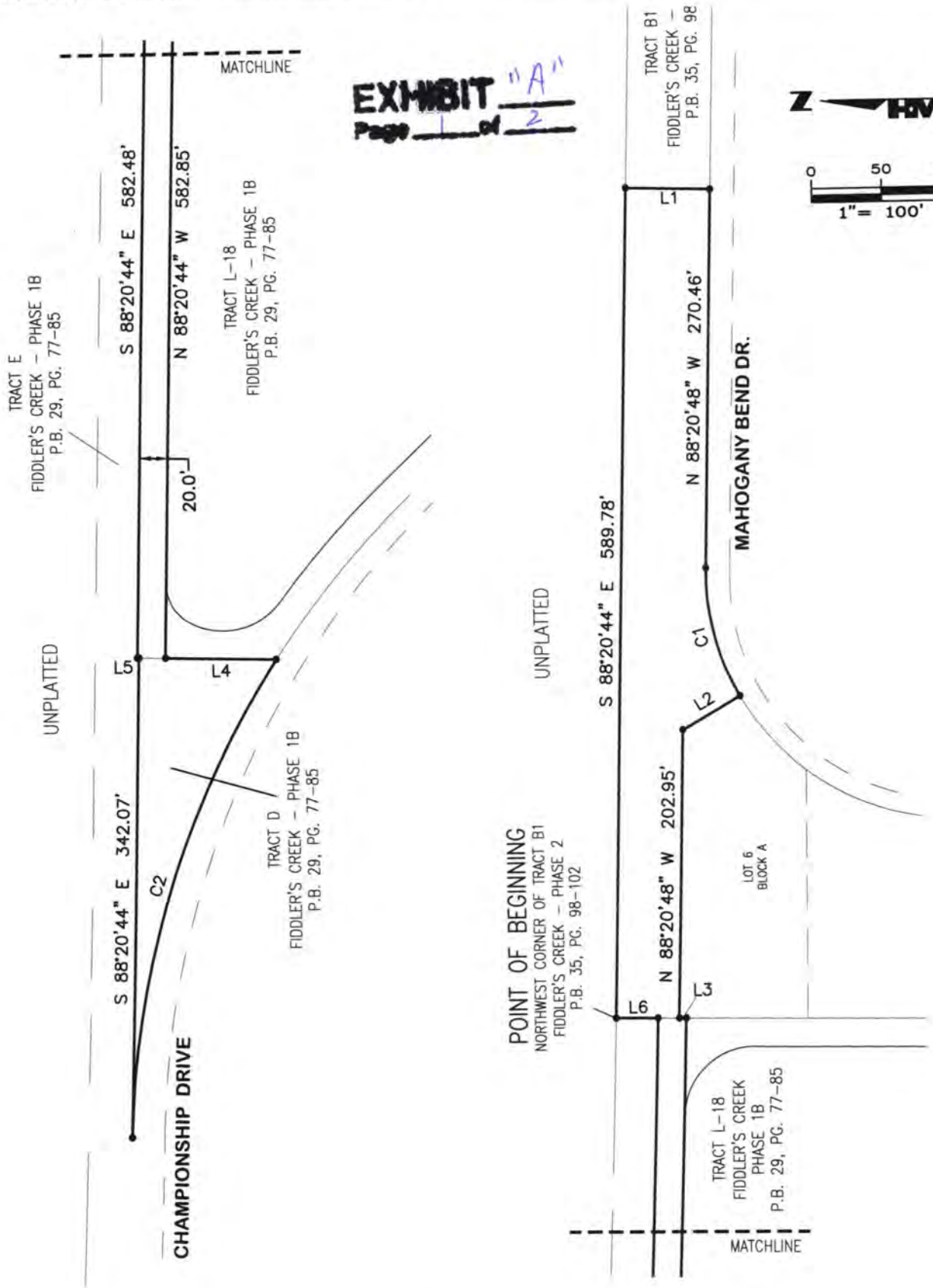
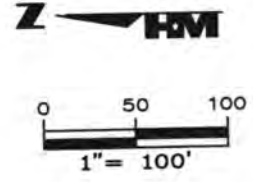
FIDDLER'S CREEK COMMUNITY
DEVELOPMENT DISTRICT #1, a
community development district
established pursuant to Chapter 90 F.S.

By: _____

Name: Phillip Brougham
Title: Chair



EXHIBIT "A"
 Page 1 of 2



NOT A SURVEY

DRAWN BY: G.N	DATE: 07/08/2020
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 14-51S-26E	



950 Encore Way
 Naples, FL. 34110
 Phone: (239) 254-2000
 Florida Certificate of
 Authorization No.1772

SKETCH AND LEGAL DESCRIPTION

DRAWING NO. H-1347
PROJECT NO. 2020.001
FILE NAME 2020.001 C.U.E.FIDDLER'S CREEK.dwg

EXHIBIT "A"
Page 2 of 2

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	175.00'	31°18'26"	94.44'	S 75°59'59" W	95.62'
C2	649.00'	31°48'29"	355.69'	N 72°26'29" W	360.30'

LINE	BEARING	DISTANCE
L1	S 01°39'12" W	60.00'
L2	N 29°39'14" W	47.38'
L3	S 00°36'44" W	5.01'
L4	S 01°39'12" W	78.47'
L5	N 01°39'12" E	1.00'
L6	N 00°36'44" E	30.03'

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, ALL OF TRACT D, AND A PORTION OF TRACT L-18 OF FIDDLER'S CREEK, PHASE 1B, UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 29, PAGE 77-85, AND A PORTION OF TRACT B1 FIDDLER'S CREEK, PHASE 2A, UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGE 98-102, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT B1 FIDDLERS CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGE 98-102, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN S88°20'44"E ALONG THE NORTH LINE OF SAID TRACT B1 FOR A DISTANCE OF 589.78 FEET; THENCE LEAVING SAID NORTH LINE, RUN S01°39'12"W FOR A DISTANCE OF 60.00 FEET, TO A POINT ON THE SOUTH LINE OF SAID TRACT B1; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG THE SOUTH LINE OF SAID TRACT B1; 1) THENCE RUN N88°20'48"W FOR A DISTANCE OF 270.46 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; 2) THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 31°18'26" AND BEING SUBTENDED BY A CHORD OF 94.44 FEET AT A BEARING OF S75°59'59"W, FOR AN ARC LENGTH OF 95.62 FEET; 3) THENCE RUN N29°39'14"W FOR A DISTANCE OF 47.38 FEET; 4) THENCE RUN N88°20'48"W FOR A DISTANCE OF 202.95 FEET, TO A POINT ON THE EAST LINE SAID TRACT L-18; THENCE RUN S00°36'44"W ALONG THE EAST LINE OF SAID TRACT L-18 FOR A DISTANCE OF 5.01 FEET; THENCE LEAVING SAID EAST LINE, RUN N88°20'44"W FOR A DISTANCE OF 582.85 FEET, TO A POINT ON THE EAST LINE OF SAID TRACT D; THENCE RUN S01°39'12"W ALONG THE EAST LINE OF SAID TRACT D FOR A DISTANCE OF 78.47 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE AND A POINT OF CUSP; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 649.00 FEET, THROUGH A CENTRAL ANGLE OF 31°48'29" AND BEING SUBTENDED BY A CHORD OF 355.69 FEET AT A BEARING OF N72°26'29"W, FOR AN ARC LENGTH OF 360.30 FEET; THENCE RUN S88°20'44"E ALONG THE BOUNDARY OF SAID TRACT D FOR A DISTANCE OF 342.07 FEET, TO A POINT ON THE WEST LINE OF SAID TRACT L-18; THENCE RUN N01°39'12"E ALONG THE WEST LINE OF SAID TRACT L-18 FOR A DISTANCE OF 1.00 FEET, TO THE NORTHWEST CORNER OF SAID TRACT L-18; THENCE RUN S88°20'44"E ALONG THE NORTH LINE OF SAID TRACT L-18 FOR A DISTANCE OF 582.48 FEET, TO A POINT ON THE WEST LINE OF SAID TRACT B1; THENCE RUN N00°36'44"E ALONG THE WEST LINE OF SAID TRACT B1 FOR A DISTANCE OF 30.03 FEET, TO THE POINT OF BEGINNING, CONTAINING 1.3 ACRES, MORE OR LESS.

BEARINGS REFER TO THE NORTH LINE OF OF TRACT B1 FIDDLERS CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGE 98-102, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AS BEING S88°20'44"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



Digitally signed by John Hilton
DN: cn=John Hilton, o=Hole Montes,
ou=Survey Department,
email=johnhilton@hmemg.com, c=US
Date: 2020.07.10 14:43:36 -0400



BY _____
JOHN J. HILTON

P.S.M. #6278
STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: G.N	DATE: 07/08/2020
SHEET # 2	OF SHEET 2
SEC-TWN-RGE: 14-51S-26E	



950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL DESCRIPTION

DRAWING NO. H-1347
PROJECT NO. 2020.001
FILE NAME 2020.001 C.U.E./FIDDLER'S CREEK.dwg

UTILITY EASEMENT

THIS UTILITY EASEMENT, made and entered into this _____ day of _____, 2020, by **FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a community development established pursuant to Chapter 190 F.S.**, whose mailing address is c/o Anthony P. Pires, Jr., Woodward, Pires & Lombardo, P.A., 3200 Tamiami Trail North, Suite 200, Naples, FL 34113, as Grantor, to the **BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY AND AS EX-OFFICIO THE GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT**, whose mailing address is 3335 Tamiami Trail East, Suite 101, Naples, FL 34112, its successors and assigns, as Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors or assigns.)

WITNESSETH:

Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby conveys, grants, bargains and sells unto the Grantee, its successors and assigns, a perpetual, non-exclusive easement, license, and privilege for utility, access and maintenance purposes, on the following described lands located in Collier County, Florida, to wit:

See attached Exhibit "A" which is incorporated herein by reference.

Subject to easements, restrictions, and reservations of record.

THIS IS NOT HOMESTEAD PROPERTY.

TO HAVE AND TO HOLD the same unto the Grantee together with the right to enter upon said land, excavate, and place or remove materials including, but not limited to, utility lines and pipes, and other equipment or improvements appurtenant thereto or thereunder for the purpose of constructing, operating, maintaining, and accessing utility facilities thereon. Grantor and Grantee are used for singular or plural, as the context requires. The easements granted herein shall constitute easements running with the land and shall burden the lands described above.



IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the date and year first above written.

WITNESSES:

FIDDLER'S CREEK COMMUNITY
DEVELOPMENT DISTRICT #1, a
community development district
established pursuant to Chapter 90 F.S.

Witness #1 (Signature)

Witness #1 (Print Name)

Witness #2 (Signature)

Witness #2 (Print Name)

By: _____
Name: Phillip Brougham
Title: Chair

STATE OF _____
COUNTY OF _____

The foregoing Utility Easement was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2020 by Phillip Brougham, as its Chair, on behalf of FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a community development established pursuant to Chapter 190 F.S. Such person(s) Notary Public must check applicable box:

- are personally known to me.
- produced her current driver license.
- produced _____ as identification.

(Notary Seal)

Notary Public
Printed Name of Notary: _____
Commission Number: _____
My Commission Expires: _____

Approved as to form and legality:

Jennifer A. Belpedio, Assistant County Attorney

JaB
10/16/2020



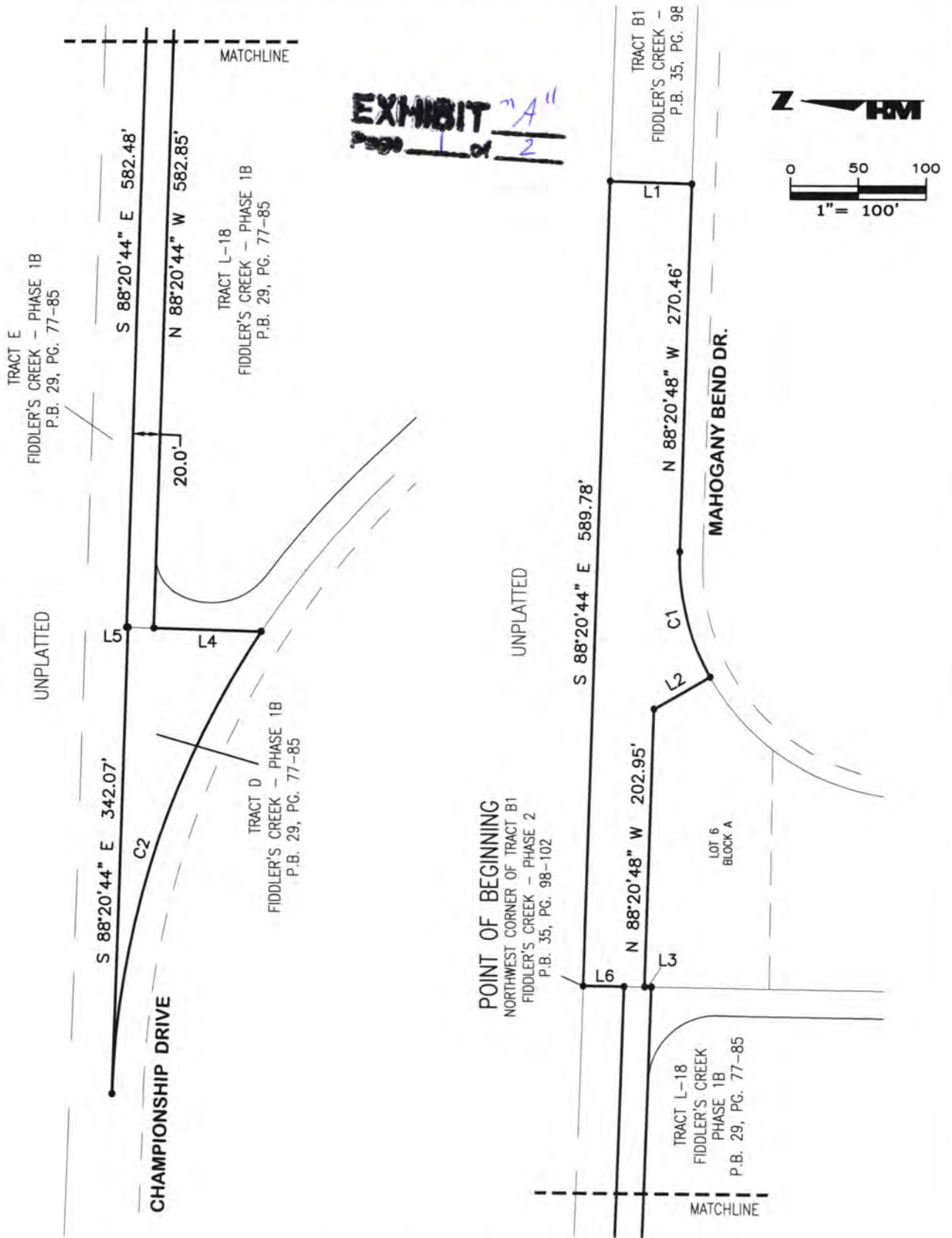
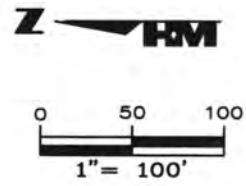


EXHIBIT "A"
 Page 1 of 2



NOT A SURVEY

DRAWN BY: G.N.	DATE: 07/08/2020
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 14-51S-26E	



950 Encore Way
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 Phone: (239) 254-2000
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SKETCH AND LEGAL DESCRIPTION

DRAWING NO. H-1347
PROJECT NO. 2020.001
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EXHIBIT A
Page 2 of 2

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HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



Digitally signed by John Hilton
DN: cn=John Hilton, o=Hole Montes,
ou=Survey Department,
email=johnhilton@hmeneg.com, c=US
Date: 2020.07.10 14:43:36 -0400



BY JOHN J. HILTON

P.S.M. #6278
STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: G.N	DATE: 07/08/2020
SHEET # 2	OF SHEET 2
SEC-TWN-RGE 14-51S-26E	



950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL DESCRIPTION

DRAWING NO. H-1347
PROJECT NO. 2020.001
FILE NAME 2020.001 C.U.E.FIDDLER'S CREEK.dwg

GRANTOR'S NON-FOREIGN, TAXPAYER IDENTIFICATION & "GAP"
AFFIDAVIT

The undersigned, Phillip Brougham, as Chair, ("Affiant") on behalf of Fiddler's Creek Community Development District #1, a community development established pursuant to Chapter 190 F.S., ("Grantor"), after being duly sworn, deposes and says:

1. Grantor is the fee simple owner and the only owner of the property located in Collier County and described in Exhibit "A" attached hereto ("Property").

2. Grantor's Legal Name is: Fiddler's Creek Community Development District #1, a community development established pursuant to Chapter 190 F.S.

3. Section 1445 of the Internal Revenue Code requires a transferee of a U.S. real property interest to withhold tax if the transferor is a foreign person. For U.S. tax purpose (including Section 1445), the owner of a disregarded entity having legal title to a U.S. real property interest under local law will be the transferor of the property and not the disregarded entity. To inform Collier County, as transferee, that withholding of tax is not required upon disposition the Property, Affiant affirms that the following is true:

a. Grantor is not a non-resident alien (if individual) or a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and Income Tax Regulations.) for purposes of U.S. income taxation

b. Grantor's address is: c/o Anthony P. Pires, Jr.
Woodward, Pires & Lombardo, P.A.
3200 Tamiami Trail North, Suite 200
Naples, FL 34113

c. Grantor is not a disregarded entity as defined in s.1.1445-2(b)(2)(iii). (NOTE: A disregarded entity for these purposes means an entity that is disregarded as an entity separate from its owner under s.301.7701-3, a qualified REIT subsidiary as defined in s. 856(i), or a qualified subchapter S subsidiary under s.1361(b)((3)(B).

4. Grantor's Taxpayer Identification Number is: _____.



5. For purposes of reporting this Transaction to the Internal Revenue Service on Form 1099-S, the Property is Grantor's (check one)

Principal Residence

Other real estate

6. Grantor is in sole constructive or actual possession of the Property, and there is no other person or entity that has any possessory right in the Property.

7. Grantor has full authority to convey the Property.

8. There are no existing contracts for sale or mortgage commitments other than those being closed affecting the Property.

9. Grantor knows of no defects in the Property's title and, except for real estate taxes for the current year and those items identified on Exhibit "B" attached hereto, there are no liens, encumbrances, mortgages, claims or demands on or against the Property.

10. There are no unrecorded labor, mechanics', materialmen's liens or "Notices of Commencement" against the Property; no material has been furnished to or labor performed upon the Property within the past ninety (90) days which has not been paid for in full; no notices to owner have been delivered to or received by the Grantor.

11. There are no bills, liens or assessments for sanitary sewers, paving or other public utilities, or improvements made by any governmental instrumentality, which are now unpaid, against the Property. Further, Grantor acknowledges responsibility for water, sewer and electrical consumption charges through date of closing or occupancy by Grantor, whichever first occurs. If any bills, liens or assessments are found which relate to the period of Grantor's possession, Grantor will pay same upon demand. Grantor shall obtain any release documents needed which relate to bills, liens or assessments not paid at the time of closing.

12. No notice has been received of any public hearing regarding future or pending zoning changes or assessments for improvements by any governmental instrumentality.

13. Grantor knows of no violations of local or state laws or private covenants, restrictions or conditions which pertain to the Property.

14. There are no judgments, orders or decrees which have been entered in any state or federal court against the Property or Grantor, and there are no civil or administrative actions pending against Grantor or which involve the Property in any way, including no action for dissolution of marriage or bankruptcy.

15. The Property and all uses of the Property have been and presently are in compliance with all Federal, State and Local laws, regulations, and ordinances, including environmental laws, and that the Grantor has no knowledge of any spill or



environmental law violation on any property contiguous to or in the vicinity of the Property; and that Grantor has not received notice and otherwise has no knowledge of a) any spill on the Property, b) any existing or threatened environmental lien against the Property or c) any lawsuit, proceeding or investigation regarding the generation, storage, treatment, spill or transfer of hazardous substances on the Property. This provision shall survive closing and/or acceptance and is not deemed satisfied by conveyance of title.

16. Grantor shall indemnify, defend and hold Collier County harmless against and from any and all damages, claims, liabilities, actions, expenses, penalties, fines and costs (including attorney's fees and expenses) incurred by or asserted against Collier County by reason of or arising out of the breach of Grantor's representations under Paragraph 15 above, irrespective of whether Affiant was negligent in the making of these representations. This provision shall survive closing and/or acceptance and is not deemed satisfied by conveyance of title.

17. There are no unrecorded deeds, judgments, liens, mortgages, easements or rights of way for users, claims, boundary line or other disputes, or demands of any nature asserted against or affecting the Property.

18. There are no matters pending against Grantor that could give rise to a lien that would attach to the Property, or cause a loss of title, or impair title between the effective date of the title insurance commitment (or title search showing ownership and encumbrances) and the time of recording of the instruments evidencing the County's fee simple or other interests in the Property; and that Grantor has not executed and will not execute any instrument that would adversely affect the title to the Property from the date of this Affidavit forward.

19. If the conveyance is of fee simple and by purchase, Grantor agrees that in the event the current real and personal property taxes vary in amount from the figures used in making the prorations used in closing the conveyance of the Property to County, then a new proration and a correct and proper adjustment shall be made upon demand. Grantor understands that all taxes, maintenance charges and assessments due from Grantor for which a bill is rendered prior to closing will be charged against Grantor on the closing statement.

20. If the Property is improved property, then Grantor is the owner of said property, and there are no claims, liens, security interests, claims or demands of any kind against the furniture, equipment, fixtures and personal property located on the Property and being sold as part of this transaction.

21. If the subject Property hereto is rental property, Grantor hereby represents that Grantor has paid all sales taxes due to the State of Florida to date and will pay any remaining taxes due in respect to said premises before due and will indemnify and hold harmless Collier County from Grantor's failure to do so.

22. Grantor agrees to fully cooperate with Collier County when necessary to correct an error discovered after closing and, in doing so, to execute, without delay,



any corrective instrument(s) needed in order to effectuate the intent of the parties to this transaction. This provision shall survive closing.

23. Grantor understands that this certification may be disclosed to the Internal Revenue Service by Collier County and that any false statements made here could be punished by fine, imprisonment, or both. Grantor further authorizes the submission of this affidavit if and when required.

24. Under penalties of perjury, I, the undersigned affiant, state that I have examined this affidavit and to the best of my knowledge and belief it is true, correct and complete as of the date of execution hereof; that I am authorized to execute this affidavit as or on behalf of Grantor and to bind Grantor thereby; that I will immediately notify Collier County of any change to the representations contained herein and that, in the absence of such notification, Collier County may rely on the representations contained herein on the day of closing; that Grantor intends for Collier County, its agents and attorneys, the title company issuing the title policy (if title insurance is to be issued), its underwriter and its employees, any escrow/settlement agent and other parties and their attorneys participating in this transaction, to rely on these representations, and Grantor will indemnify said parties for all damages, loss, liability, claims, cost and expenses, including attorney fees, which arise out of or result from their reliance upon these representations, irrespective of whether I was negligent in making these representations or executing this Affidavit.

INTENTIONALLY LEFT BLANK



FIDDLER'S CREEK COMMUNITY
DEVELOPMENT DISTRICT #1, a
community development district
established pursuant to Chapter 90 F.S.

Witness #1 (Signature)

Witness #1 (Print Name)

Witness #2 (Signature)

Witness #2 (Print Name)

By: _____
Name: Phillip Brougham
Title: Chair

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online
notarization this _____ day of _____, 2020, by Phillip Brougham, as its
Chair, on behalf of Fiddler's Creek Community Development District #1, a community
development established pursuant to Chapter 190 F.S. Such person(s) Notary Public must
check applicable box:

- are personally known to me.
- produced her current driver license.
- produced _____ as identification.

(Notary Seal)

Notary Public
Printed Name of Notary: _____
Commission Number: _____
My Commission Expires: _____



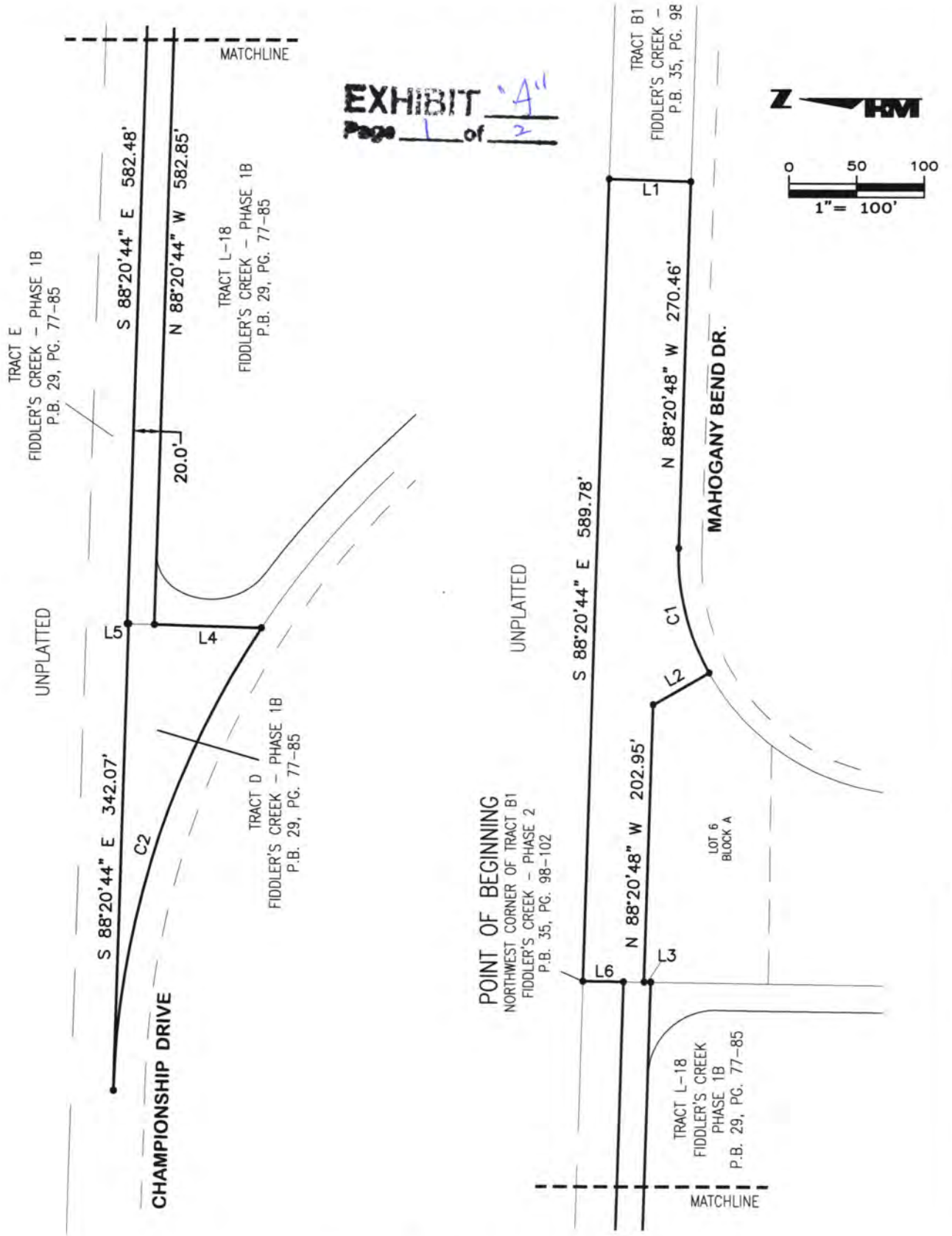
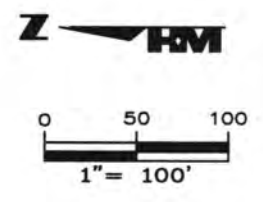


EXHIBIT 'A'
Page 1 of 2



NOT A SURVEY

DRAWN BY: G.N	DATE: 07/08/2020
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 14-51S-26E	

H M
HOLE MONTES
ENGINEERS PLANNERS SURVEYORS

950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL DESCRIPTION

DRAWING NO. H-1347
PROJECT NO. 2020.001
FILE NAME 2020.001 C.U.E.FIDDLER'S CREEK.dwg

EXHIBIT ^{NA}
 Page 2 of 2

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	175.00'	31°18'26"	94.44'	S 75°59'59" W	95.62'
C2	649.00'	31°48'29"	355.69'	N 72°26'29" W	360.30'

LINE	BEARING	DISTANCE
L1	S 01°39'12" W	60.00'
L2	N 29°39'14" W	47.38'
L3	S 00°36'44" W	5.01'
L4	S 01°39'12" W	78.47'
L5	N 01°39'12" E	1.00'
L6	N 00°36'44" E	30.03'

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, ALL OF TRACT D, AND A PORTION OF TRACT L-18 OF FIDDLER'S CREEK, PHASE 1B, UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 29, PAGE 77-85, AND A PORTION OF TRACT B1 FIDDLER'S CREEK, PHASE 2A, UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGE 98-102, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT B1 FIDDLERS CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGE 98-102, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN S88°20'44"E ALONG THE NORTH LINE OF SAID TRACT B1 FOR A DISTANCE OF 589.78 FEET; THENCE LEAVING SAID NORTH LINE, RUN S01°39'12"W FOR A DISTANCE OF 60.00 FEET, TO A POINT ON THE SOUTH LINE OF SAID TRACT B1; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG THE SOUTH LINE OF SAID TRACT B1; 1) THENCE RUN N88°20'48"W FOR A DISTANCE OF 270.46 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; 2) THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 31°18'26" AND BEING SUBTENDED BY A CHORD OF 94.44 FEET AT A BEARING OF S75°59'59"W, FOR AN ARC LENGTH OF 95.62 FEET; 3) THENCE RUN N29°39'14"W FOR A DISTANCE OF 47.38 FEET; 4) THENCE RUN N88°20'48"W FOR A DISTANCE OF 202.95 FEET, TO A POINT ON THE EAST LINE SAID TRACT L-18; THENCE RUN S00°36'44"W ALONG THE EAST LINE OF SAID TRACT L-18 FOR A DISTANCE OF 5.01 FEET; THENCE LEAVING SAID EAST LINE, RUN N88°20'44"W FOR A DISTANCE OF 582.85 FEET, TO A POINT ON THE EAST LINE OF SAID TRACT D; THENCE RUN S01°39'12"W ALONG THE EAST LINE OF SAID TRACT D FOR A DISTANCE OF 78.47 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE AND A POINT OF CUSP; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 649.00 FEET, THROUGH A CENTRAL ANGLE OF 31°48'29" AND BEING SUBTENDED BY A CHORD OF 355.69 FEET AT A BEARING OF N72°26'29"W, FOR AN ARC LENGTH OF 360.30 FEET; THENCE RUN S88°20'44"E ALONG THE BOUNDARY OF SAID TRACT D FOR A DISTANCE OF 342.07 FEET, TO A POINT ON THE WEST LINE OF SAID TRACT L-18; THENCE RUN N01°39'12"E ALONG THE WEST LINE OF SAID TRACT L-18 FOR A DISTANCE OF 1.00 FEET, TO THE NORTHWEST CORNER OF SAID TRACT L-18; THENCE RUN S88°20'44"E ALONG THE NORTH LINE OF SAID TRACT L-18 FOR A DISTANCE OF 582.48 FEET, TO A POINT ON THE WEST LINE OF SAID TRACT B1; THENCE RUN N00°36'44"E ALONG THE WEST LINE OF SAID TRACT B1 FOR A DISTANCE OF 30.03 FEET, TO THE POINT OF BEGINNING. CONTAINING 1.3 ACRES, MORE OR LESS.

BEARINGS REFER TO THE NORTH LINE OF OF TRACT B1 FIDDLERS CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGE 98-102, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AS BEING S88°20'44"E.

HOLE MONTES, INC.
 CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



Digitally signed by John Hilton
 DN: cn=John Hilton, o=Hole Montes,
 ou=Survey Department,
 email=johnhilton@hmeng.com, c=US
 Date: 2020.07.10 14:43:36 -04'00'




BY JOHN J. HILTON

P.S.M. #6278
 STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: G.N	DATE: 07/08/2020
SHEET # 2	OF SHEET 2
SEC-TWN-RGE: 14-51S-26E	



950 Encore Way
 Naples, FL. 34110
 Phone: (239) 254-2000
 Florida Certificate of
 Authorization No.1772

SKETCH AND LEGAL DESCRIPTION

DRAWING NO. H-1347
PROJECT NO. 2020.001
FILE NAME 2020.001 C.U.E.FIDDLER'S CREEK.dwg

EXHIBIT "B"

1. All matters shown on the plat recorded in Plat Book 29, Page(s) 77 through 85, inclusive, of the Public Records of Collier County, Florida.
2. All matters shown on the plat recorded in Plat Book 35, Page(s) 98 through 102, inclusive, of the Public Records of Collier County, Florida.
3. Lake Sharing Covenant recorded in Official Records Book 1484, Page 1777, of the Public Records of Collier County, Florida.
4. Covenants, conditions, easements, and restrictions recorded in Official Records Book 2315, Page 2050; as amended in Official Records Book 2348, Page 504, Official Records Book 2549, Page 3144, in Official Records Book 2644, Page 3474, Official Records Book 2834, Page 1226, Official Records Book 3535, Page 3695; Amended and Restated in Official Records Book 3685, Page 319, as amended in Official Record Book 4023, Page 3272, in Official Records Book 4426, Page 2150, Official Records Book 4793, Page 188, all of the Public Records of Collier County, Florida.
5. Declaration of Restrictions and Protective Covenants for Mulberry Row Village, Fiddler's Creek, Phase 1B, Unit Two recorded in Official Record Book 2348, Page 510, re-recorded in Official Record Book 2413, Page 2439, amended in Official Records Book 2549, Page 3138, Official Records Book 2651, Page 234, Official Records Book 3757, Page 3705, re-recorded in Official Records Book 3783, Page 194, all of the Public Records of Collier County, Florida.
6. Covenants, conditions, easements and restrictions recorded in Official Records Book 2348, Page 521; as amended in Official Records Book 2549, Page 3133 of the Public Records of Collier County, Florida
7. Declaration of Restrictive Covenants for The Golf Club at Marco and Fiddler's Creek Properties recorded in Official Records Book 2366, Page 2244, Memorandum of Amendment recorded in Official Records Book 2923, Page 1821, re-recorded in Official Records Book 2965, Page 3254, Third Amendment recorded in Official Records Book 3624, Page 584, of the Public Records of Collier County, Florida.
8. Covenants, conditions, easements and restrictions recorded in Official Records Book 2527, Page 152, of the Public Records of Collier County, Florida.
9. Covenants, conditions, easements and restrictions recorded in Official Records Book 2527, Page 706, of the Public Records of Collier County, Florida.
10. Covenants, conditions, easements and restrictions recorded in Official Records Book 2834, Page 1229, as amended in Official Records Book 2965, Page 3261,

Official Records Book 4872, Page 1231, of the Public Records of Collier County, Florida.

11. Covenants, conditions, easements and restrictions recorded in Official Records Book 2834, Page 1236, as amended in Official Records Book 4913, Page 2679, of the Public Records of Collier County, Florida.
12. Easement for roadway as contained in deed recorded in Official Records Book 178, Page 452, of the Public Records of Collier County, Florida.
13. Easement for roadway as recorded in Official Records Book 182, Page 519, of the Public Records of Collier County, Florida.
14. Easement for roadway as recorded in Official Records Book 183, Page 138, of the Public Records of Collier County, Florida.
15. Collier County Ordinance 75-20 which regulates the installation of water distribution and waste water collection systems, Ordinance Number 75-21 which protects certain trees within Collier County and Ordinance Number 75-24 which is known as the Collier County Zoning Ordinance for the Coastal Area Planning District; all of which were recorded in Official Records Book 619, Page 1177, of the Public Records of Collier County, Florida.
16. Resolution by the Board of County Commissioners of Collier County, Florida, establishing the Immokalee Planning Area and the Coastal Planning Area recorded in Official Records Book 649, Page 1239, of the Public Records of Collier County, Florida.
17. Easement Agreement recorded in Official Records Book 1484, Page 1612, of the Public Records of Collier County, Florida.
18. Golf Course Easement Agreement recorded in Official Records Book 1484, Page 1668 and as vacated and replaced by Agreement to Vacate and Grant Replacement Golf Course Easements in Official Records Book 2871, Page 3410, of the Public Records of Collier County, Florida.
19. Hotel Restriction Agreement recorded in Official Records Book 1484, Page 1724, of the Public Records of Collier County, Florida.
20. Drainage Easement Agreement recorded in Official Records Book 1557, Page 2321, of the Public Records of Collier County, Florida.
21. Final Judgment filed in Case No. 96-3097 Fiddler's Creek Community Development District vs The State of Florida, et al, for District Special Assessment Revenue Bonds recorded in Official Records Book 2239, Page 1896, of the Public Records of Collier County, Florida.

22. Avigation Easement recorded in Official Records Book 2242, Page 2307, of the Public Records of Collier County, Florida.
23. Agreement to assign reservations and dedications recorded in Official Records Book 2285, Page 1561, of the Public Records of Collier County, Florida.
24. Utility Easement recorded in Official Records Book 2358, Page 434, of the Public Records of Collier County, Florida.
25. Utility Easement granted to Fiddler's Creek Community Development District, as more fully set forth in the document recorded in Official Records Book 2446, Page 642, of the Public Records of Collier County, Florida.
26. Utility Easement granted to Fiddler's Creek Community Development District, as more fully set forth in the document recorded in Official Records Book 2845, Page 1924, of the Public Records of Collier County, Florida.
27. Utility Easement granted to Fiddler's Creek Community Development District, as more fully set forth in the document recorded in Official Records Book 2992, Page 1159, of the Public Records of Collier County, Florida.
28. Grant of Temporary Construction and Access Easement recorded in Official Records Book 4103, Page 2124, of the Public Records of Collier County, Florida.
29. Declaration of Density Allocation recorded in Official Records Book 4362, Page 2990, as amended in Official Records Book 5054, Page 1820, of the Public Records of Collier County, Florida.
30. Memorandum of Agreement recorded November 16, 1989 in Official Records Book 1484, Page 1851, of the Public Records of Collier County, Florida.
31. Notice of Adoption of Development Order for Unit 30, Isle of Capri Commercial and Key Marco (Horr's Island) and part of Marco Shores Planned Unit Development recorded February 15, 1990 in Official Records Book 1505, Page 1728, as amended in Resolution No. 89-149 in Official Records Book 1505, Page 1783, Resolution No. 88-48 in Official Records Book 1505, Page 2340, amended in Official Records Book 1514, Page 746 and in Official Records Book 2774, Page 3254, all of the Public Records of Collier County, Florida.
32. Maintenance Agreement recorded November 16, 1990 in Official Records Book 1572, Page 2245 of the Public Records of Collier County, Florida.
33. Memorandum of Agreement between 951 Land Holdings Joint Venture and Collier County inducing Collier County to support the establishment of a Community Development District recorded February 29, 1996 in Official Records Book 2153, Page 812, of the Public Records of Collier County, Florida.

34. Notice of Filing (Fiddler's Creek Community Development District 1) recorded October 23, 2018 in Official Records Book 5565, Page 158, of the Public Records of Collier County, Florida.
35. Planned Unit Development (P.U.D.) issued by Collier County under Ordinance No. 84-41 (84-42) on June 12, 1984, as amended by Ordinance No.'s 88-48 and 89-34, as issued on May 24, 1988 and June 13, 1989, respectively and as amended.
36. Reservations as contained in deed recorded in Official Records Book 5037, Page 3196, and in deed recorded in Official Records Book 5406, Page 3880, of the Public Records of Collier County, Florida.
37. First Amendment to the By-Laws recorded February 21, 2012 in Official Records Book 4766, Page 1767, of the Public Records of Collier County, Florida.

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

9

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2020**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	General 001	Debt Service Series 2013 Refunded 1999	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	Total Governmental Funds
ASSETS								
Operating accounts								
SunTrust	\$ 8,874	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,874
Assessment account-Iberia	300,732	-	-	-	-	-	-	300,732
Centennial Bank - MMA	77,594	-	-	-	-	-	-	77,594
Finemark - MMA	249,031	-	-	-	-	-	-	249,031
Finemark - ICS	1,074,753	-	-	-	-	-	-	1,074,753
Investments								
Revenue	-	305,516	279,787	-	275,736	1	1	861,041
Reserve - series A	-	451,241	-	-	-	-	-	451,241
Reserve - series B	-	-	-	-	103,992	-	-	103,992
Prepayment	-	4,065	-	976	477,202	-	-	482,243
Prepayment - 2002B exchange	-	-	245,440	-	-	-	-	245,440
Due from other funds								
Debt service 2014-2B	312	-	-	-	-	-	-	312
Due from Fiddler's Creek CDD #2	21,146	-	-	-	-	-	-	21,146
Due from FC foundation	1,788	-	-	-	-	-	-	1,788
Deposits	5,125	-	-	-	-	-	-	5,125
Total Assets	<u>\$ 1,739,355</u>	<u>\$ 760,822</u>	<u>\$ 525,227</u>	<u>\$ 976</u>	<u>\$ 856,930</u>	<u>\$ 1</u>	<u>\$ 1</u>	<u>\$ 3,883,312</u>
LIABILITIES & FUND BALANCES								
Liabilities:								
Accounts payable	\$ 12,506	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,506
Due to other funds								
General fund 001	-	-	-	-	312	-	-	312
C&C tree svc retainage	4,942	-	-	-	-	-	-	4,942
Total liabilities	<u>17,448</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>312</u>	<u>-</u>	<u>-</u>	<u>17,760</u>
Fund balances:								
Restricted for								
Debt service	-	760,822	525,227	976	856,618	1	1	2,143,645
Unassigned	1,721,907	-	-	-	-	-	-	1,721,907
Total fund balances	<u>1,721,907</u>	<u>760,822</u>	<u>525,227</u>	<u>976</u>	<u>856,618</u>	<u>1</u>	<u>1</u>	<u>3,865,552</u>
Total liabilities and fund balance	<u>\$ 1,739,355</u>	<u>\$ 760,822</u>	<u>\$ 525,227</u>	<u>\$ 976</u>	<u>\$ 856,930</u>	<u>\$ 1</u>	<u>\$ 1</u>	<u>\$ 3,883,312</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 2,467,837	\$ 2,419,203	102%
Assessment levy: off-roll	31,019	372,224	372,224	100%
Interest	103	2,756	2,200	125%
Miscellaneous	-	5,267	15,000	35%
Disposal of fixed assets	-	1,510	-	N/A
Total revenues	<u>31,122</u>	<u>2,849,594</u>	<u>2,808,627</u>	101%
EXPENDITURES				
Administrative				
Supervisors	1,076	10,980	12,918	85%
Management	5,044	60,525	60,525	100%
Assessment roll preparation	-	23,990	25,490	94%
Accounting services	1,647	19,764	19,764	100%
Audit	-	7,650	15,400	50%
Legal	4,745	20,551	25,000	82%
Engineering	8,464	53,282	30,000	178%
Telephone	63	757	757	100%
Postage	359	2,057	2,300	89%
Insurance	-	19,560	17,170	114%
Printing and binding	55	659	659	100%
Legal advertising	2,765	5,827	2,000	291%
Office supplies	-	949	750	127%
Annual district filing fee	-	175	175	100%
Trustee	-	-	15,500	0%
Arbitrage rebate calculation	-	500	4,000	13%
Contingencies	53	2,070	5,000	41%
ADA website compicance	-	199	-	N/A
Dissemination agent	986	11,828	11,828	100%
Total administrative	<u>25,257</u>	<u>241,323</u>	<u>249,236</u>	97%
Field management				
Field management services	2,186	26,237	26,237	100%
Total field management	<u>2,186</u>	<u>26,237</u>	<u>26,237</u>	100%
Water management maintenance				
Other contractual	18,320	182,060	407,506	45%
Fountains	22,518	90,217	60,000	150%
Total water management maintenance	<u>40,838</u>	<u>272,277</u>	<u>467,506</u>	58%
Street lighting				
Contractual services	5,745	21,105	15,000	141%
Electricity	3,787	25,846	38,000	68%
Holiday lighting program	-	14,900	15,000	99%
Miscellaneous	-	300	1,500	20%
Total street lighting	<u>9,532</u>	<u>62,151</u>	<u>69,500</u>	89%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	Current Month	Year To Date	Budget	% of Budget
Landscaping				
Other contractual - landscape maintenance	121,942	923,999	935,000	99%
Other contractual - flowers	-	56,145	42,000	134%
Other contractual - mosquito control	8,575	27,869	24,000	116%
Improvements and renovations	1,118	48,475	125,000	39%
Contingencies	2,075	20,081	15,000	134%
Total landscaping	<u>133,710</u>	<u>1,076,569</u>	<u>1,141,000</u>	94%
Access control				
Contractual services	-	97,160	97,921	99%
Rentals and leases	-	353	8,355	4%
Fuel	-	2,400	2,200	109%
Repairs and maintenance - parts	-	-	1,031	0%
Repairs and maintenance - gatehouse	-	64	3,438	2%
Insurance	-	1,374	1,238	111%
Operating supplies	(325)	2,419	4,126	59%
Utilities	-	2,165	1,238	175%
Clickers	-	-	1,650	0%
Capital outlay	-	-	2,751	0%
Total access control	<u>(325)</u>	<u>105,935</u>	<u>123,948</u>	85%
Roadway				
Roadway maintenance	22,674	63,456	75,000	85%
Capital outlay	-	53,710	150,000	36%
Total roadway	<u>22,674</u>	<u>117,166</u>	<u>225,000</u>	52%
Irrigation supply				
Electricity	198	488	750	65%
Repairs and maintenance	1,930	2,431	5,000	49%
Other contractual - water manager	25,000	50,000	50,000	100%
Supply system	31,563	134,138	162,250	83%
Total irrigation supply	<u>58,691</u>	<u>187,057</u>	<u>218,000</u>	86%
Other fees & charges				
Property appraiser	-	42,511	37,800	112%
Tax collector	-	48,546	50,400	96%
Total other fees & charges	<u>-</u>	<u>91,057</u>	<u>88,200</u>	103%
Total expenditures	<u>292,563</u>	<u>2,179,772</u>	<u>2,608,627</u>	84%
Excess/(deficiency) of revenues over/(under) expenditures	(261,441)	669,822	200,000	
Fund balances - beginning	1,983,348	1,052,085	690,701	
Fund balances - ending	<u>\$ 1,721,907</u>	<u>\$ 1,721,907</u>	<u>\$ 890,701</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 SEPTEMBER 30, 2020**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll net	\$ -	\$ 876,423	\$ 864,312	101%
Assessment prepayments	267	2,264	-	N/A
Interest	6	6,546	-	N/A
Total revenues	<u>273</u>	<u>885,233</u>	<u>864,312</u>	102%
EXPENDITURES				
Debt service				
Principal	-	765,000	770,000	99%
Principal prepayment	-	10,000	-	N/A
Interest	-	62,600	62,800	100%
Total debt service	<u>-</u>	<u>837,600</u>	<u>832,800</u>	101%
Other fees & charges				
Property appraiser	-	15,188	13,505	112%
Tax collector	-	17,217	18,007	96%
Total other fees & charges	<u>-</u>	<u>32,405</u>	<u>31,512</u>	103%
Total expenditures	<u>-</u>	<u>870,005</u>	<u>864,312</u>	101%
Excess/(deficiency) of revenues over/(under) expenditures	273	15,228	-	
Fund balances - beginning	760,549	745,594	713,160	
Fund balances - ending	<u>\$ 760,822</u>	<u>\$ 760,822</u>	<u>\$ 713,160</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 SEPTEMBER 30, 2020**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 524,414	\$ 528,768	99%
Assessment prepayment	81,051	410,456	-	N/A
Interest	3	2,908	-	N/A
Total revenues	<u>81,054</u>	<u>937,778</u>	<u>528,768</u>	177%
EXPENDITURES				
Debt service				
Principal	-	200,000	205,000	98%
Principal prepayment	-	295,000	-	N/A
Interest	-	299,118	303,425	99%
Total debt service	<u>-</u>	<u>794,118</u>	<u>508,425</u>	156%
Other fees & charges				
Property appraiser	-	9,292	8,262	112%
Tax collector	-	10,301	11,016	94%
Total other fees & charges	<u>-</u>	<u>19,593</u>	<u>19,278</u>	102%
Total expenditures	<u>-</u>	<u>813,711</u>	<u>527,703</u>	154%
Excess/(deficiency) of revenues over/(under) expenditures	81,054	124,067	1,065	
Fund balances - beginning	<u>444,173</u>	<u>401,160</u>	<u>261,292</u>	
Fund balances - ending	<u><u>\$ 525,227</u></u>	<u><u>\$ 525,227</u></u>	<u><u>\$ 262,357</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 SEPTEMBER 30, 2020**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 360,770	\$ 361,031	100%
Interest	-	38	-	N/A
Total revenues	<u>-</u>	<u>360,808</u>	<u>361,031</u>	100%
EXPENDITURES				
Debt service				
Principal	-	140,000	140,000	100%
Interest	-	221,031	221,031	100%
Total debt service	<u>-</u>	<u>361,031</u>	<u>361,031</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	-	(223)	-	
Fund balances - beginning	976	1,199	1,639	
Fund balances - ending	<u>\$ 976</u>	<u>\$ 976</u>	<u>\$ 1,639</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 SEPTEMBER 30, 2020**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 489,452	\$ 509,184	96%
Assessment levy: lot closing	-	1,423	-	N/A
Assessment prepayments	158,645	956,945	-	N/A
Interest	5	4,558	-	N/A
Total revenues	<u>158,650</u>	<u>1,452,378</u>	<u>509,184</u>	285%
EXPENDITURES				
Debt service				
Principal	-	180,000	190,000	95%
Principal prepayment	-	690,000	-	N/A
Interest	-	289,093	295,969	98%
Total debt service	<u>-</u>	<u>1,159,093</u>	<u>485,969</u>	239%
Other fees & charges				
Property appraiser	-	8,948	7,956	112%
Tax collector	-	9,614	10,608	91%
Total other fees & charges	<u>-</u>	<u>18,562</u>	<u>18,564</u>	100%
Total expenditures	<u>-</u>	<u>1,177,655</u>	<u>504,533</u>	233%
Excess/(deficiency) of revenues over/(under) expenditures	158,650	274,723	4,651	
Fund balances - beginning	697,968	581,895	467,639	
Fund balances - ending	<u>\$ 856,618</u>	<u>\$ 856,618</u>	<u>\$ 472,290</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 SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 593,591	\$ 594,000	100%
Interest	-	57	-	N/A
Total revenues	<u>-</u>	<u>593,648</u>	<u>594,000</u>	100%
EXPENDITURES				
Debt service				
Principal	-	195,000	195,000	100%
Interest	-	399,000	399,000	100%
Total debt service	<u>-</u>	<u>594,000</u>	<u>594,000</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	-	(352)	-	
Fund balances - beginning	<u>1</u>	<u>353</u>	<u>653</u>	
Fund balances - ending	<u>\$ 1</u>	<u>\$ 1</u>	<u>\$ 653</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 SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 625,764	\$ 626,200	100%
Interest	-	60	-	N/A
Total revenues	<u>-</u>	<u>625,824</u>	<u>626,200</u>	100%
EXPENDITURES				
Debt service				
Principal	-	205,000	205,000	100%
Interest	-	421,200	421,200	100%
Total debt service	<u>-</u>	<u>626,200</u>	<u>626,200</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	-	(376)	-	
Fund balances - beginning	<u>1</u>	<u>377</u>	<u>2,553</u>	
Fund balances - ending	<u>\$ 1</u>	<u>\$ 1</u>	<u>\$ 2,553</u>	

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

10

DRAFT

**MINUTES OF MEETING
FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**

The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Regular Meeting on September 23, 2020 at 8:00 a.m., in-person at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114 and at <https://us02web.zoom.us/j/86258184967>, and 1-929-205-6099, Meeting ID 862 5818 4967 for both.

Present at the meeting, were:

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

Also present, were:

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Tammie Smith	Operations Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Joe Parisi	Developer Representative
Shane Willis	Director of Safety, Health and Environment
Ron Albeit	Foundation General Manager
Christina Kennedy	SOLitude Lake Management
Michael O’Neil, Esq.	Foundation Legal Counsel
Alfred Montreal	Resident
Frank Weinberg	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Brougham called the meeting to order at 8:02 a.m. All Supervisors were present. In consideration of the COVID-19 pandemic, this meeting was being held in-person, via Zoom and telephonically, as permitted under the Florida Governor’s Executive Orders, which allow local governmental public meetings to occur by means of communications media technology, including virtually and telephonically.

41 **SECOND ORDER OF BUSINESS**

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

42

43

44 No members of the public spoke.

45

46 **THIRD ORDER OF BUSINESS**

Waterway Inspection Report - September, 2020: SOLitude Lake Management

47

48

49 This item was presented following the Fourth Order of Business.

50

51 **FOURTH ORDER OF BUSINESS**

Developer's Report

52

53 Mr. Willis reported that five alligators were found dead within the last month. None
54 had visible trauma; an investigation was underway and updates would be provided.55 Mr. Willis stated the Creative Lane construction entrance would be closed until
56 approximately October 1, 2020 to mill and reinforce the road to support construction traffic.

57 Mr. Parisi reported the following:

58 ➤ Gatehouse demolition was nearly complete.

59 ➤ Coconut palms were moved from Sandpiper Drive and would be replanted; a landscape
60 plan would be presented at the next meeting.61 ➤ Due to trusses being delivered on October 15, 2020, traffic adjustments on Fiddler's
62 Creek Parkway would be made, as necessary.

63 ➤ The Sandpiper Gatehouse was progressing according to schedule.

64 ➤ Construction of the Publix was progressing according to schedule.

65 Mr. Parisi introduced Mr. Michael O'Neal, Legal Counsel for The Foundation. He would
66 be responsible for handling legal matters for The Foundation and related entities, including
67 Design Review Committee approvals.68 ▪ **Waterway Inspection Report - September, 2020: SOLitude Lake Management**69 **This item, previously the Third Order of Business, was presented out of order.**70 Ms. Kennedy presented the Waterway Inspection Report for Group A, the lakes nearest
71 the 951 entrance, and noted the following:

72 ➤ Torpedo Grass, an invasive, would be treated during routine maintenance.

73 ➤ Heavy Alligator Weed in Lake 10 would be treated within seven days; a reduction in
74 Alligator Weed was observed the last two months.

75 Mrs. Adams noted the treatment challenges during the rainy season; some areas would
76 require treatment during the dry season for maximum effectiveness.

77

78 **FIFTH ORDER OF BUSINESS**

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

79

80 Mr. Cole reported the following:

81 ➤ The County and Department of Transportation (DOT) approved the temporary
82 construction entrance on Creative Lane.

83 ➤ Safety-related sidewalk repairs were completed. The next round of repairs, including
84 valley gutter and curb replacement, was scheduled to begin soon, followed by restriping.

85 ➤ Lake bank repairs would begin soon.

86 Discussion ensued regarding locations and methods for lake repairs, lake elevations due
87 to Hurricane Sally, base elevations and deck flooding due to elevation. Mr. Cole stated that a
88 resident expressed concern because the lake between Cardinal Cove and Mulberry overflowed
89 the berm and into a spreader swale, as it also did during Hurricane Irma. Water levels were
90 dropping and structures would be monitored to ensure there was no clogging. Mr. Christensen
91 asked how often the culverts were inspected on 951. Mr. Cole stated it was the State's
92 responsibility and he would inquire. Discussion ensued regarding culverts, water flow, control
93 structure functioning and catch basins. Mr. Pires suggested that Mr. Cole prepare a memo
94 memorializing these recent events.

95 ➤ In lieu of the District's Settlement Agreement, Collier Paving submitted a letter outlining
96 the terms and specifications for the milling and repaving project. The letter specified that the
97 project would be completed to the satisfaction of the District Engineer.

98 Mr. Pires stated the terms were in accordance with Board discussions and suggested
99 accepting the letter and authorizing Mr. Cole to respond via email.

100

101

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104

**On MOTION by Mr. Brougham and seconded by Mr. Slater, with all in favor,
accepting the Collier Paving letter and authorizing Mr. Cole to respond via
email, was approved.**

105 Mr. Schmitt asked who is responsible for cleaning debris from catch basins in the
106 villages. Mr. Cole stated that most are the responsibility of the CDD because they are in
107 drainage easements; he would ensure that the basins were checked and cleared.

108

109 **SIXTH ORDER OF BUSINESS** **Discussion: Unauthorized Landscape**
110 **Pruning to District Property**

111

112 Mr. Brougham stated that Deer Crossing Board Members received complaints about
113 residents pruning and cutting through landscaping on the CDD buffer. Discussion ensued
114 regarding sending a letter advising property owners to direct all landscaping complaints to the
115 Board or the District Manager and reminding them that shrubbery and trees on the buffer are
116 CDD property and the Board would take action against violators.

117

**On MOTION by Mr. Brougham and seconded by Mr. Slater, with all in favor,
authorizing District Counsel to draft a letter to property owners and for the
Chair to execute, was approved.**

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SEVENTH ORDER OF BUSINESS **Continued Discussion/Update: Hurricane**
Irma Recovery

Mr. Adams stated that there was nothing new regarding the Federal Emergency
Management Agency (FEMA) claim.

EIGHTH ORDER OF BUSINESS **Acceptance of Unaudited Financial**
Statements as of August 31, 2020

Mr. Brougham presented the Unaudited Financial Statements as of August 31, 2020 and
the Financial Highlights Report distributed by Mrs. Adams.

139 **NINTH ORDER OF BUSINESS**

Approval of August 26, 2020 Public Hearing and Regular Meeting Minutes

140
141
142 Mr. Brougham presented the August 26, 2020 Public Hearing and Regular Meeting
143 Minutes.

144 The following changes were made:

145 Line 29 and throughout: Change “Nato” to “Noto”

146 Line 69: Insert “The other side of the” before “The Sandpiper Drive entrance”

147

148 **On MOTION by Mr. Slater and seconded by Mr. Christensen, with all in favor,**
149 **the August 26, 2020 Public Hearing and Regular Meeting Minutes, as amended,**
150 **were approved.**

151

152

153 **TENTH ORDER OF BUSINESS**

Action/Agenda or Completed Items

154
155 Item 12: Mr. Cole stated a quote for milling and repaving and striping on Runaway Lane
156 was pending; the work may be scheduled for Spring 2021.

157

158 **ELEVENTH ORDER OF BUSINESS**

Staff Reports

159

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

161 Mr. Pires reported the following:

162 ➤ The Notice of Rulemaking and Public Hearing related to adopting a Rule regarding
163 sidewalk maintenance responsibilities was set for publication on September 28, 2020 and the
164 Public Hearing would be held at the October 28, 2020 meeting.

165 Discussion ensued regarding whether to send the proposed Rule to The Foundation for
166 distribution to the community. The letter would be sent to Mulberry and then posted on the
167 CDD website.

168 ➤ The Governor’s current Executive Order extending the ability to hold remote meetings
169 would expire at 12:01 a.m. on October 1, 2020, unless extended.

170 ➤ The re-zoning of 7-Eleven was continued to September 25, 2020.

171 ➤ The Army Corps of Engineers response was shared with the Board. He and Mr. Cole
172 would monitor the South Florida Water Management District (SFWMD) permit application.

173 ➤ The Sunshine Law presentation scheduled today during the CDD #2 Meeting would be
174 rescheduled due to technology issues.

175 • **Discussion/Consideration: Donation Agreement from Collier County for**
176 **Proposed Force Main Extension**

177 Mr. Pires presented the redline version of the donation agreement, which showed his
178 suggested edits submitted to the County; a response was pending. The finalized document and
179 an Exhibit showing the easement would be presented at the next meeting.

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

181 • **NEXT MEETING DATE: October 28, 2020 at 8:00 A.M.**

182 ○ **QUORUM CHECK**

183 All Supervisors confirmed their attendance at the October 28, 2020 meeting.

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

185 Mrs. Adams presented the Operations Report. Discussion ensued regarding the lake
186 review. Given the extensive regrowth, Mr. Brougham asked Mrs. Adams to send a deficiency
187 notice to SOLitude.

188 Mr. Christensen recalled that the Sheriff was willing to install a temporary Traffic Hawk
189 in areas Staff deemed necessary. This item would be added to the October agenda.

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

191 Mr. Willis presented the Report and reported the following:

192 ➤ With gate construction underway, additional mitigation measures were taken, including
193 assistance from the Sheriff and contractors.

194 ➤ Weekly resident entries averaged 5,000.

195 ➤ Irrigation: Approximately 37 million gallons used in July and approximately 30 million
196 gallons used in August; the reductions was due to increased rainfall. System shutdowns were
197 based on rainfall received as measured by rain gauges, not done unilaterally.

198 ➤ Power washing down to Mahogany Bend, into Veneta and on Championship Drive was
199 underway.

200 Discussion ensued regarding sprinklers running while the grounds were saturated. Mr.
201 Willis stated the landscape companies use timers that are not controlled by the central
202 computer, generally during repairs or improvements.

203 **TWELFTH ORDER OF BUSINESS** **Supervisors' Requests**

204

205 There were no Supervisors' requests.

206

207 **THIRTEENTH ORDER OF BUSINESS** **Public Comments**

208

209 No members of the public spoke.

210

211 **FOURTEENTH ORDER OF BUSINESS** **Adjournment**

212

213 There being nothing further to discuss, the meeting adjourned at 9:10 a.m.

214

215

216 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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218
219
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223

Secretary/Assistant Secretary

Chair/Vice Chair

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

11

FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.27.18	ACTION	Per Mr. Brougham, Ms. Lord to request that the District receive a status report on its boundary legal bills. As of 10.24.18 , Mr. Pires working with Ms. Lord to resolve a few items.	X			
2	08.28.19	ACTION	ONGOING AGENDA ITEM: Mr. Cole to continue to identify areas of encroachment throughout the community, specifically those with smaller side yards first, and at Mahogany Bend and Mulberry.	X			
3	05.27.20	ACTION	Mr. Pires to work with Staff to develop a uniform policy regarding property owners' responsibility for damage caused by plantings to be adopted by Resolution at a future meeting.	X			
4	06.24.20	ACTION	Mr. Pires to send a letter requesting the County provide information showing there would be no adverse impacts to Fiddler's Creek in regard to water quality or staging of flood levels.	X			
5	07.22.20	ACTION	Mrs. Adams to look into replacing finials on Pyramid/Spars.	X			
6	08.26.20	ACTION	Mr. Cole to confirm warranty information for the Southern Striping sidewalk and curb repairs and restriping	X			
7	08.26.20	ACTION	Mr. Pires to add warranty language to the Southern Striping Sidewalk and Curb Repairs and/or Restriping proposals.	X			
8	08.26.20	ACTION	Mr. Pires to forward newspaper notice for Rule Change Public Hearing to Staff, to be forwarded to the Foundation and posted to the website.	X			
9	08.26.20	ACTION	Mr. Adams to draft FEMA request and send to Congressmen/ women, Senators and Representatives as appropriate.	X			
10	08.26.20	ACTION	Mrs. Adams to instruct LandCare to begin maintaining turf, shrubbery and trees within Montreux Tract D within two to three weeks.	X	X		
11	08.26.20	ACTION	Mrs. Adams to contact Lucy regarding reassignment of budgeted items "Operating supplies" and "Contingencies"	X			
12	08.26.20	ACTION	Mr. Cole to request an estimate for the milling and repaving of the striping on Runaway Lane. As of 09.23.20 , Mr. Cole waiting for quote. May be scheduled for spring 2021.	X			
13	08.26.20	ACTION	Mr. Willis to send a power washing schedule to residents.	X			
14	08.26.20	ACTION	For future budget discussions, Mr. Adams to have Proposed Budget Actuals through July, not March.	X			

FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
15	08.26.20	ACTION	Mr. Pires to present an updated PowerPoint presentation of the Sunshine Laws at the October or November meeting.	X			
16	08.26.20	ACTION	Mrs. Adams to schedule mandatory pre-bid for Landscape Contract.	X			
17	09.23.20	ACTION	Mr. Cole to inquire how often the State inspects the culverts on 951.	X			
18	09.23.20	ACTION	Mr. Cole to prepare a memo memorializing the rainfall events related to Hurricane Sally.	X			
19	09.23.20	ACTION	Mr. Cole to respond via email to accept the letter from Collier Paving regarding the milling and repaving project.	X			
20	09.23.20	ACTION	Mr. Cole to ensure catch basins in drainage easements were checked and cleared.	X			
21	09.23.20	ACTION	Mr. Pires to draft a letter to property owners regarding unauthorized landscape pruning to CDD property.	X			
22	09.23.20	ACTION	Mr. Pires to send letter to Mulberry abpit the proposed Rule regarding sidewalk maintenance responsibilities and post on the CDD website.	X			
23	09.23.20	ACTION	Mr. Pires to present the finalized donation agreement document and exhibit showing the easement	X			
24	09.23.20	ACTION	Mrs. Adams to send a deficiency notice to SOLitude.			X Subsequent to 09.23.20 mtg	
25	09.23.20	ACTION	Mr. Willis to make contact with Sheriff regarding mobile cop free of charge.	X			

FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	11.19.14	ACTION	Per Mr. Brougham, Staff will communicate anything of major importance to residents, via The Foundation, such as tree removal, to keep residents informed.			X	08.26.20
2	07.24.19	ACTION	Mr. Cole to obtain a proposal from paving subcontractor doing work at Publix for the next paving project at Championship Drive by bundling projects with The Foundation and CDD #2's projects.			X	08.26.20
3	08.28.19	ACTION	Mr. Cole to inspect lakes for signs of lake bank erosion in the next couple of months. As of 10.23.19 Inspection would include two properties with a 12" drop at the rear of Mallards Way. As of 12.11.19 Inspections to include the canal from US 41 down to the spreader canal. Repairs to commence in late spring. As of 01.22.20 The creek would be included as part of the inspections.			X	08.26.20
4	03.11.20	ACTION	Mr. Cole to solicit bids in May for restriping.			X	08.26.20
5	03.11.20	ACTION	Mr. Cole to identify lakes for continuing lake bank erosion geotube repairs.			X	08.26.20
6	05.27.20	ACTION	Mrs. Adams to ensure street light pole on Mulberry will be replaced.			X	08.26.20
7	06.24.20	ACTION	Mr. Pires to work with Staff to draft a proposed rule regarding structural repairs and/or maintenance of sidewalks and driveways in District Rights-of-Way (ROWS) or easements, publish the Notice of Rule Development and advertise a Public Hearing. Board Members of Mulberry to be advised of the Public Hearing.			X	08.26.20
8	06.24.20	ACTION	Mr. Willis to review video and provide to Mrs. Adams to follow up with Empire Transport Co. regarding sod damage on Championship Drive.			X	08.26.20
9	06.24.20	ACTION	Mr. Willis to request removal of bird feeders at Deer Crossing.			X	08.26.20
10	06.24.20	ACTION	Mr. Cole to contact Bonness to request they address safety issues related to trip hazards.			X	08.26.20
11	07.24.19	ACTION	Mr. Adams to budget \$300,000 in Fiscal Year 2022 representing CDD #1's shared cost of traffic signal at Sandpiper Drive and US 41.			X	09.23.20
12	07.22.20	ACTION	Mrs. Adams to send a note to LandCare and copy Mr. Brougham re: possible Juniper at 3710 Montreaux, and to advise resident of outcome.			X	09.23.20
13	07.22.20	ACTION	Mrs. Adams to follow up on Lake #2 treatment across from Clubhouse.			X	09.23.20

FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
14	07.22.20	ACTION	Collier Paving to send email and letter stating they would mill and repave at their cost.			X	09.23.20
15	07.22.20	ACTION	Mrs. Adams to increase "Fountains" line item by \$10,000.			X	09.23.20
16	07.22.20	ACTION	Mrs. Adams to email the FEMA letter to Board Members.			X	09.23.20
17	07.22.20	ACTION	Mrs. Adams to forward Pyramid/Spears approval to DRC.			X	09.23.20
18	07.22.20	ACTION	Mrs. Adams to look into having the lights repaired on the north fountain.			X	09.23.20
19							
20							
21							
22							

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

12B

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 28, 2020	Regular Meeting	8:00 AM
Join Zoom Meeting: https://us02web.zoom.us/j/81841398733 ; Meeting ID: 818 4139 8733 Dial by Location: 1-929-205-6099, Meeting ID: 818 4139 8733		
November 11, 2020*	Regular Meeting	8:00 AM
December 9, 2020*	Regular Meeting	8:00 AM
January 27, 2021	Regular Meeting	8:00 AM
February 24, 2021	Regular Meeting	8:00 AM
March 24, 2021	Regular Meeting	8:00 AM
April 28, 2021	Regular Meeting	8:00 AM
May 26, 2021	Regular Meeting	8:00 AM
June 23, 2021	Regular Meeting	8:00 AM
July 28, 2021	Regular Meeting	8:00 AM
August 25, 2021	Public Hearing & Regular Meeting	8:00 AM
September 22, 2021	Regular Meeting	8:00 AM

*Exceptions

November meeting date is two weeks earlier to accommodate Thanksgiving Holiday

December meeting date is two weeks earlier to accommodate Christmas Holiday

In the event that the COVID-19 public health emergency prevents the meetings from occurring in-person, the District may conduct the meetings by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69, 20-150, 20-179 and 20-193 issued by Governor, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

12C