

# **FIDDLER'S CREEK**

**COMMUNITY DEVELOPMENT**

**DISTRICT #1**

**September 27, 2023**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

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

**AGENDA  
LETTER**

# 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

September 20, 2023

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

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

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #1 will hold a Regular Meeting on September 27, 2023 at 8:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items *(3 minutes per speaker)*
3. Quality Control Lake Report – *Premier Lakes, Inc. (Alex Kurth)*
4. Update: Collier County Comprehensive Watershed Improvement Plan *(Daniel Roman)*
5. Health, Safety and Environment Reports
  - A. Irrigation and Pressure Cleaning Efforts
  - B. Security and Safety Update
6. Developer's Report
7. Engineer's Report: *Hole Montes, a Bowman Company*
  - A. Consideration of Collier Paving Proposal for Championship Drive Paving Repairs
8. Ratification of Fiddler's Creek Foundation, Inc., Irrigation Maintenance Service Agreement
9. Continued Discussion/Consideration of Limited Cost-Sharing Agreement Regarding Traffic Calming Improvements on Cherry Oaks Trail *(under separate cover)*
10. Update: Letter to CDD #2 Regarding Combining Districts
11. Discussion/Update: Operating Funds Investment Options
12. Acceptance of Unaudited Financial Statements as of August 31, 2023

- 13. Approval of Minutes
  - A. August 8, 2023 Emergency Meeting
  - B. August 10, 2023 Continued Emergency Meeting
  - C. August 23, 2023 Public Hearing and Regular Meeting

14. Action/Agenda or Completed Items

15. Staff Reports

- A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
- B. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: October 25, 2023 at 8:00 AM
  - QUORUM CHECK


SEAT 1	JOSEPH BADESSA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	TORBEN CHRISTENSEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JOSEPH SCHMITT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ROBERT SLATER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	FRANK WEINBERG	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

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

- 16. Supervisors' Requests
- 17. Public Comments
- 18. Adjournment

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

Sincerely,

  
 Chesley E. Adams, Jr.  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 709 724 7992**

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

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## Fiddler's Creek CDD #1 September 2023 Quality Control Lake Report

Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
1	Treated	Shoreline Grasses & Broadleaf Weeds	9/4/2023		
2	Treated	Shoreline Grasses & Broadleaf Weeds	9/4/2023		
3	Treated	Shoreline Grasses & Broadleaf Weeds	9/4/2023		
4	Treated	Shoreline Grasses & Broadleaf Weeds	9/4/2023		
4A	Treated	Shoreline Grasses & Broadleaf Weeds	9/4/2023		
5	Treated	Shoreline Grasses & Broadleaf Weeds	9/4/2023		
6	Treated	Shoreline Grasses & Broadleaf Weeds	9/4/2023		
7	Treated	Algae, Shoreline Grasses & Broadleaf Weeds	9/4/2023		
7A	Treated	Shoreline Grasses & Broadleaf Weeds	9/4/2023		
8	Treated	Shoreline Grasses & Broadleaf Weeds	8/17/2023		
9	Inspected				
10	Treated	Shoreline Grasses & Broadleaf Weeds	8/17/2023, 08/23/2023		
15	Treated	Shoreline Grasses & Broadleaf Weeds	9/4/2023		

Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
16	Treated	Shoreline Grasses & Broadleaf Weeds	9/4/2023		
17	Treated	Shoreline Grasses & Broadleaf Weeds	9/4/2023		
18	Treated	Shoreline Grasses & Broadleaf Weeds	8/23/2023		
21	Treated	Shoreline Grasses & Broadleaf Weeds	8/23/2023		
22	Treated	Shoreline Grasses & Broadleaf Weeds	8/23/2023		
30	Treated	Algae, Shoreline Grasses & Broadleaf Weeds	8/23/2023, 09/13/2023		
34	Treated	Shoreline Grasses & Broadleaf Weeds	8/17/2023		
34A	Treated	Shoreline Grasses & Broadleaf Weeds	8/31/2023		
34B	Treated	Shoreline Grasses & Broadleaf Weeds	8/31/2023		
35	Treated	Shoreline Grasses & Broadleaf Weeds	8/31/2023		
36	Treated	Shoreline Grasses & Broadleaf Weeds	8/31/2023		
37A/B	Inspected				
38A/B/C	Treated	Shoreline Grasses & Broadleaf Weeds	8/23/2023, 08/31/2023		
39A/B	Treated	Shoreline Grasses & Broadleaf Weeds	8/23/2023, 09/04/2023		
40A/B	Treated	Shoreline Grasses & Broadleaf Weeds	8/23/2023		
41A1/A	Treated	Shoreline Grasses & Broadleaf Weeds	8/17/2023, 08/23/2023		
41B1/B2/C	Treated	Shoreline Grasses & Broadleaf Weeds	8/17/2023		



Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
42A/B	Treated	Shoreline Grasses & Broadleaf Weeds	9/13/2023		
43B	Treated	Shoreline Grasses & Broadleaf Weeds	9/13/2023		
44	Treated	Shoreline Grasses & Broadleaf Weeds	9/13/2023		
50A/B	Treated	Shoreline Grasses & Broadleaf Weeds	9/4/2023, 09/13/2023		
70A/B	Treated	Shoreline Grasses & Broadleaf Weeds	8/17/2023, 09/13/2023		
78A/B	Treated	Shoreline Grasses & Broadleaf Weeds	9/4/2023		
79A	Treated	Shoreline Grasses & Broadleaf Weeds	8/17/2023		
95	Treated	Shoreline Grasses & Broadleaf Weeds	09/04/2023		
FC1	Treated	Illinois Pondweed, Algae, Shoreline Grasses & Broadleaf Weeds	8/17/2023, 08/23/2023, 09/13/2023		Monitor Illinois Pondweed contact treatment results
FC2	Treated	Shoreline Grasses & Broadleaf Weeds	8/17/2023		
FC3	Treated	Illinois Pondweed, Algae, Shoreline Grasses & Broadleaf Weeds	8/17/2023, 08/23/2023, 09/13/2023		Monitor Illinois Pondweed contact treatment results
FC4	Treated	Illinois Pondweed, Algae, Shoreline Grasses & Broadleaf Weeds	8/17/2023, 08/23/2023, 09/13/2023		Monitor Illinois Pondweed contact treatment results





Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
FC5	Treated	Illinois Pondweed, Algae, Shoreline Grasses & Broadleaf Weeds	8/17/2023, 08/23/2023, 09/13/2023		Monitor Illinois Pondweed contact treatment results
65A	Treated	Illinois Pondweed, Algae, Shoreline Grasses & Broadleaf Weeds	8/17/2023, 09/13/2023		Monitor Illinois Pondweed contact treatment results
65B	Treated	Algae, Shoreline Grasses & Broadleaf Weeds	8/17/2023, 09/04/2023		
65C	Inspected				
65D	Inspected				
65E1	Treated	Algae, Shoreline Grasses & Broadleaf Weeds	8/17/2023, 08/23/2023, 09/04/2023		
65F	Inspected				
Marco Shores	Treated	Shoreline Grasses & Broadleaf Weeds	8/23/2023, 09/04/2023		
Cardinal Cove	Treated	Shoreline Grasses & Broadleaf Weeds	9/13/2023		
GC Hole 13	Treated	Shoreline Grasses & Broadleaf Weeds	8/23/2023		



## **Fiddler's Creek CDD #1 Monthly Summary & Next Steps**

The primary focus since the last board meeting has been to continue to control torpedo grass and broadleaf weeds in open areas and amongst beneficial littoral plants. With higher water levels, some broadleafs are beginning to drown out which is increasing efficiency. In addition to rising water levels, the abundance of torpedo grass and broadleaf weeds has been greatly reduced, therefore we are able to treat more lakes every visit. Illinois Pondweed was treated in the FC1-5/65 Canal system with contact herbicides. This is the second application and we are expecting 95-100% control after this treatment. We will continue to monitor. Minimal algae was treated. The resistant algae that was present on 7A has been eradicated.

Over the next month, we will continue the maintenance cycle focused on shoreline grasses and broadleaf weeds. With rising water levels, we are starting to notice Alligator weed propigating in a lot of open areas. We will treat as necessary. We continue to monitor considerable regrowth of beneficial plants which will help reduce the regrowth of weeds moving into next year with less bare ground.

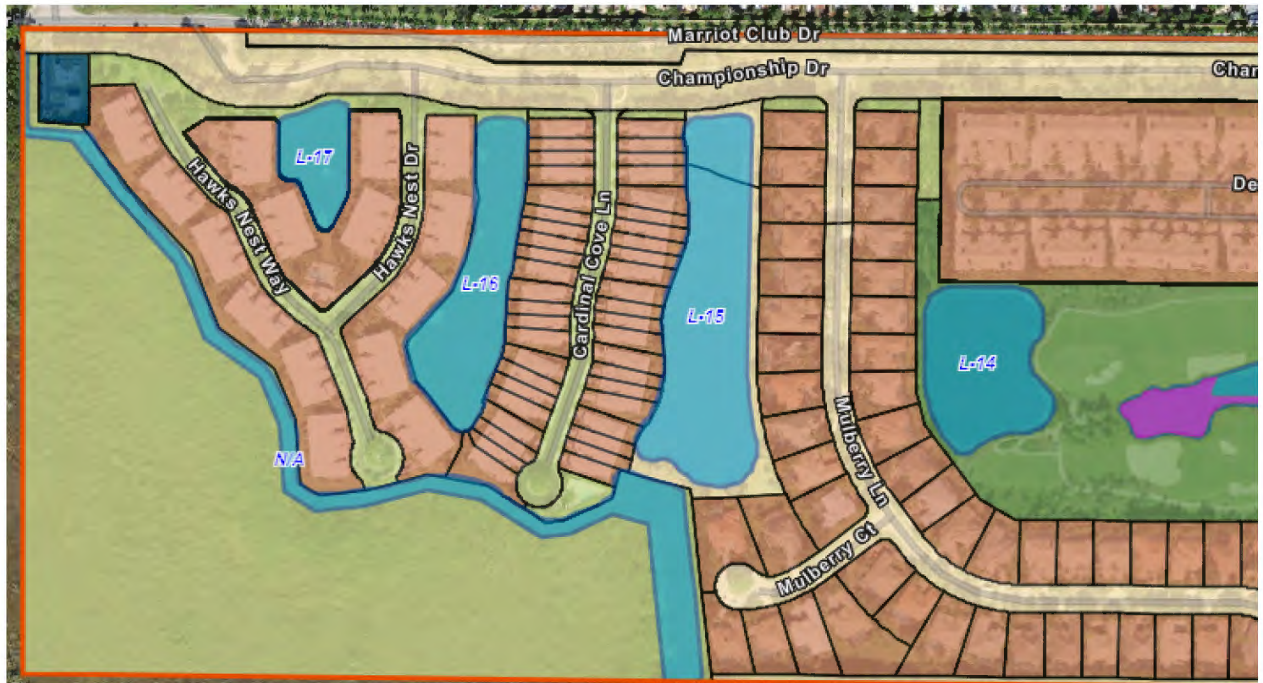


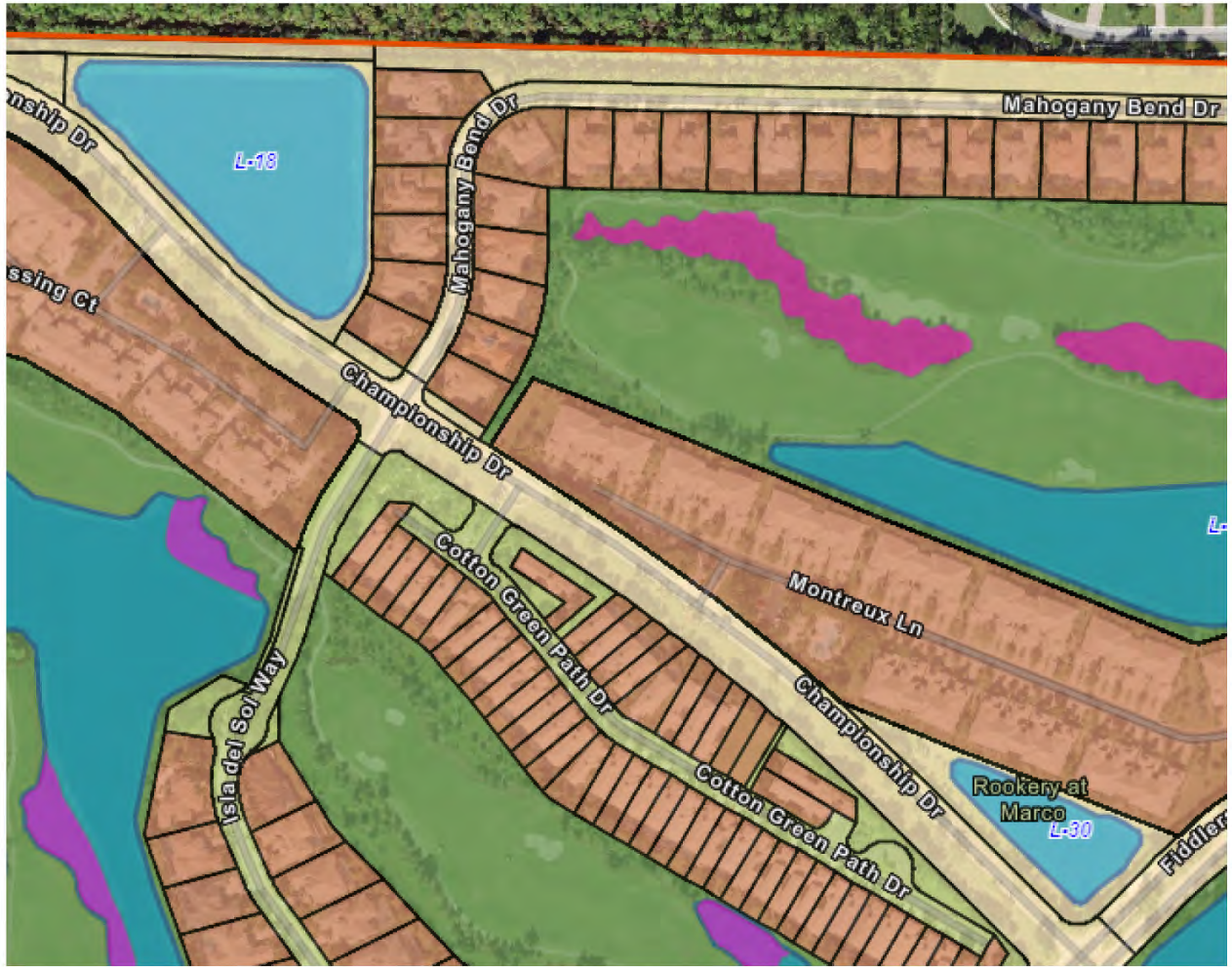
# Fiddler's Creek CDD #1 Site Maps

















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

**5A**

# CDD I

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AUGUST 2023

PRESENTED BY: RYAN HENNESSEY AND JOSEPH PARISI

# CDD I CONTRACTED RESPONSIBILITIES

1. Tree Canopy Trimming
2. Irrigation
  - [Irrigation@Fiddlerscreek.com](mailto:Irrigation@Fiddlerscreek.com)
3. Pressure Washing
  - [Pressurewashing@Fiddlerscreek.com](mailto:Pressurewashing@Fiddlerscreek.com)

# TREE CANOPY TRIMMING

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- Trimming Palm Trees in CDD I, and trimming Palms Trees at the Tennis Courts



# IRRIGATION PROJECTED USAGE

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- 19 Programmed Village Satellites
  - Monday, Wednesday & Saturday
  - 9:00 pm – 8:00 am
  - 13 Possible Run Cycles / 10 Run Cycles
  - 3 Rain Hold
- 11 Programmed Common Satellites
  - Tuesday, Thursday & Sunday
  - 14 Possible Runs / 10 Run Cycles
  - 4 Rain Holds
- August Water Estimated Calculation Usage Based on Programmed Run Cycles\*
  - Villages: 7,747,790 Gallons
  - Common: 3,319,750 Gallons
- Total Water Usage in August 2023 was 53,311,045 gallons.  
Total Water Usage in August 2022 was 51,877,598

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



# IRRIGATION REPORT

The following items were noted in the month of August:



Satellite I-3 Bent Creek – Satellite failing to communicate. Performed investigation and identified failing power switch, radio modem and faceplate. Replaced failing components. Invoice directed to CDD.

Satellite I-9 Championship & Mulberry – Identified burnt common board & pump board, together with high voltage indications on unit. Replaced damaged boards. Invoice directed to CDD. Electrician engaged to address electrical problem.

Satellite I-10 Guard House 2 – Identified faulty modem and replaced same. No charge as item under warranty.

# WATER MAIN BLOWOUT

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- Occurred on Sunday, 08/27/23 at approximately 10:30AM on FC Pkwy, north of Championship Dr.
- Failure of a 16" mainline pipe.
- FC Pkwy shut down going southbound.
- Sub-mains/mainlines were pressurized so that full flow was restored to the irrigation system by Tuesday, 08/29/23 at 8:30AM.





# PRESSURE WASHING

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- Past 30 Days
  - Completed work on Club Center and Sauvignon
- Projected Next 30 Days:
  - Fiddler's Creek Parkway



# Current Month's Projected Plan

- Completed
- Current Month Progress
- Scheduled Routes
- Other Pressure Cleanings

# 2023 Mapping

MAY

JUNE

JULY

AUGUST





Questions?



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

**5B**

# Safety Department Update

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Department of Safety, Health & Environment

DIRECTOR OF COMMUNITY SERVICES –  
Ryan Hennessey

SAFETY MANAGER – Richard Renaud



Fiddler's Creek®

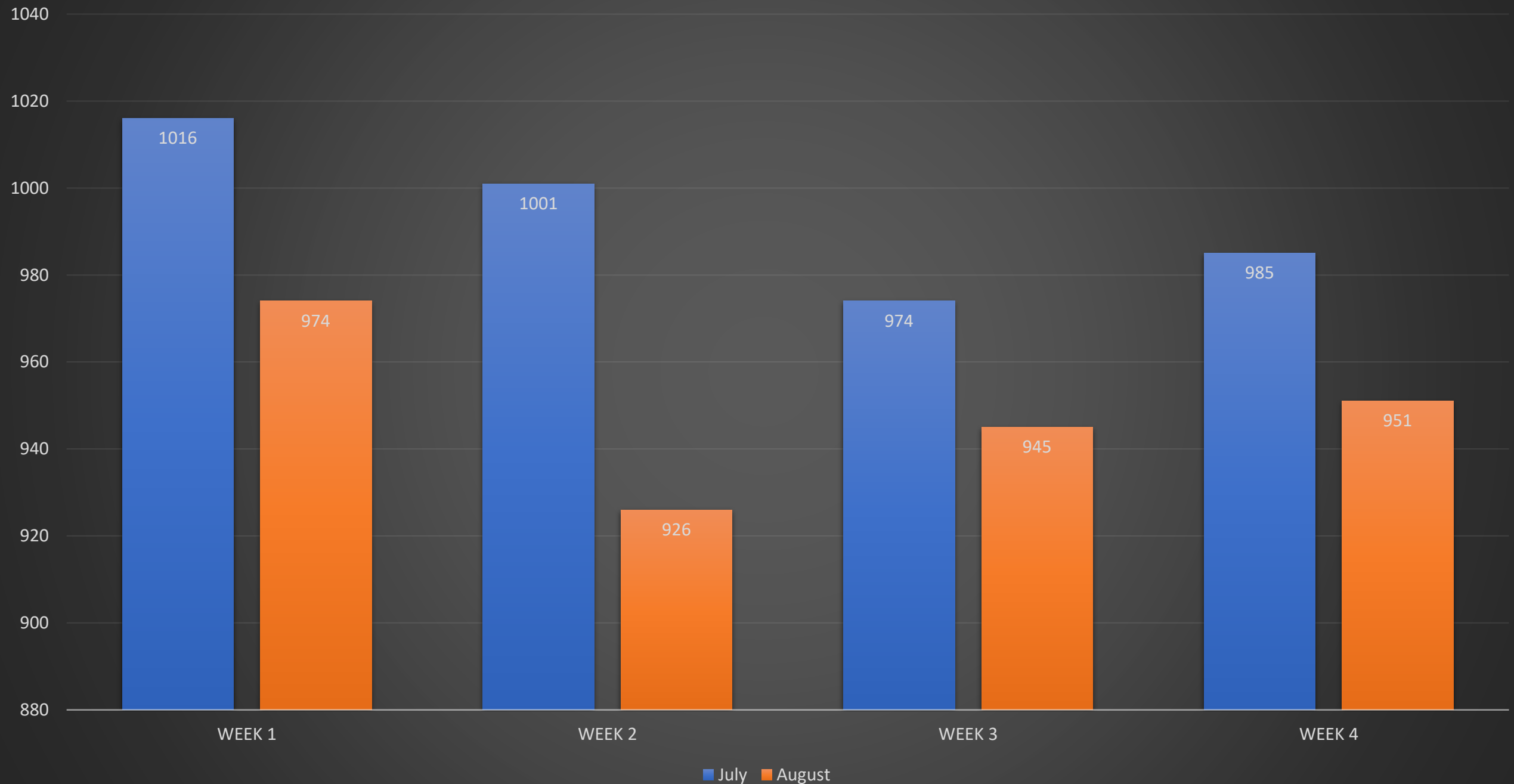
# Gate Access Control

- Enter your guest information on the member's website
- Use the Fiddler's Creek mobile app to register guests
- Call the automated gate house at 239-529-4139
- IF YOU EXPERIENCE DIFFICULTY WITH ANY OF THESE,  
PLEASE SEND THE INFORMATION TO  
[safety@fiddlerscreek.com](mailto:safety@fiddlerscreek.com), ALWAYS INCLUDE YOUR NAME  
AND ADDRESS.
- **Community Patrol 239-919-3705**

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

THEN CALL COMMUNITY PATROL TO INFORM THEM OF THE  
INCIDENT

# Occupancy Report: July 2023-August 2023



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# GATEHOUSES and PATROLS

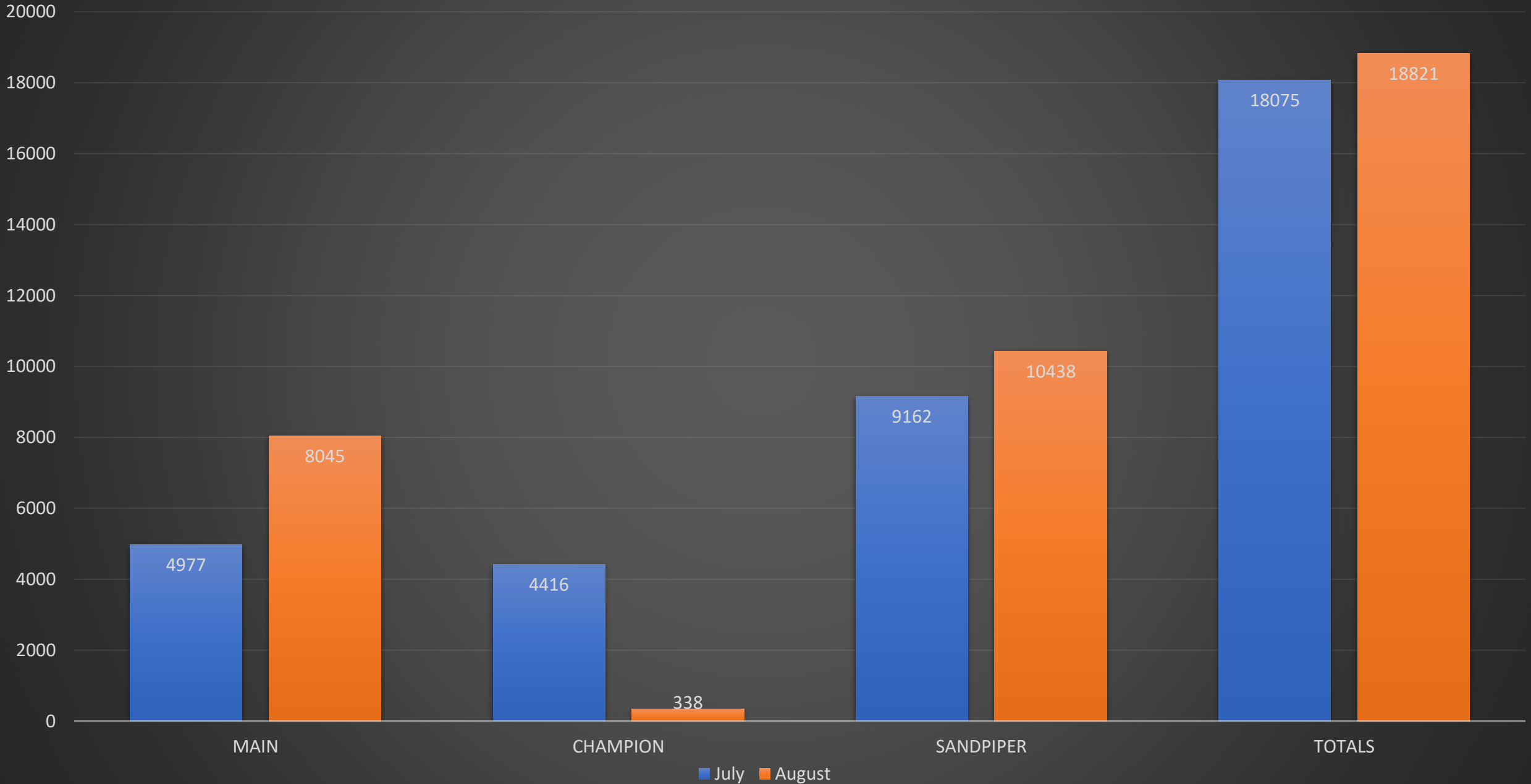
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- Sandpiper, Championship, Main
- 24x7
- 2 Patrols per shift.
- 24x7

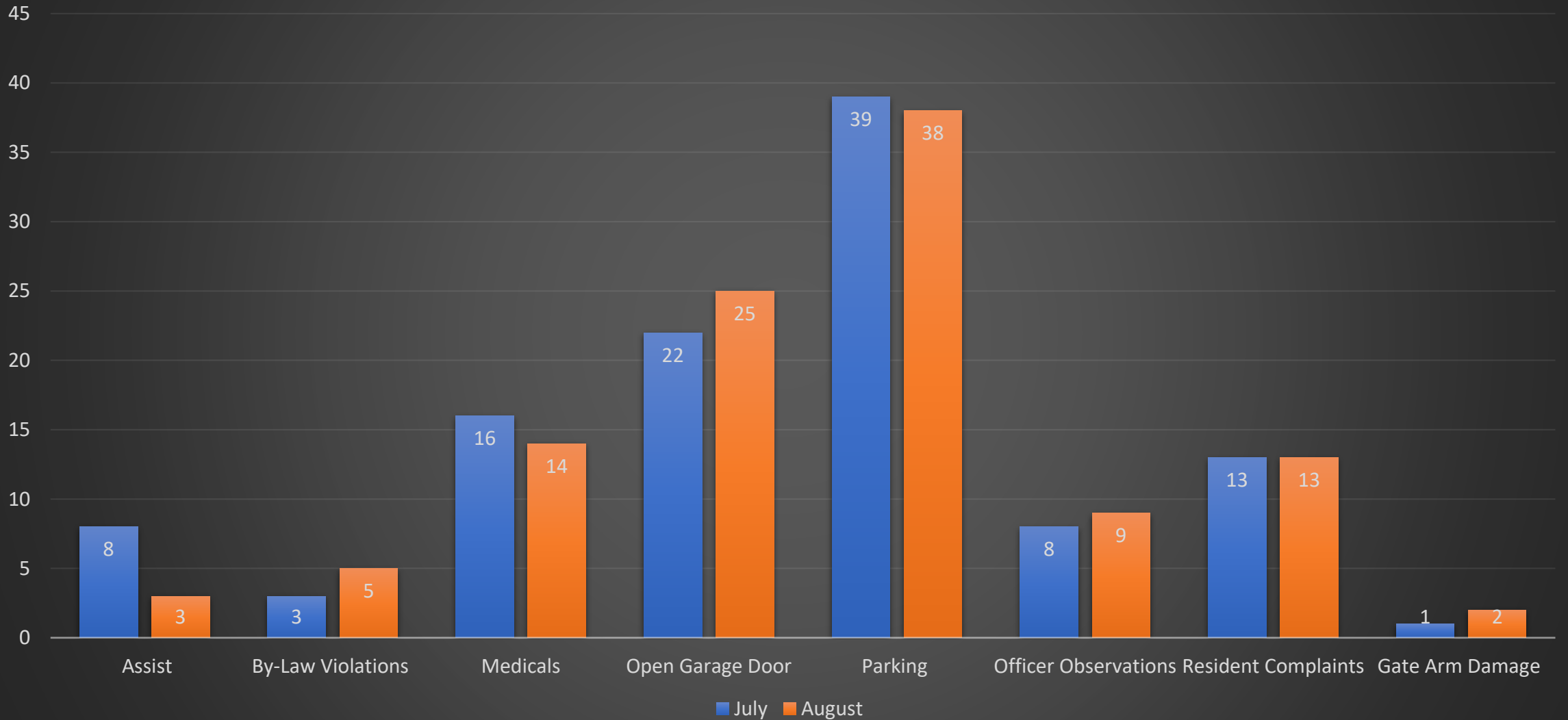




# GATE HOUSE ACTIVITY: July 2023-August 2023



## Incident Reports: July 2023-August 2023



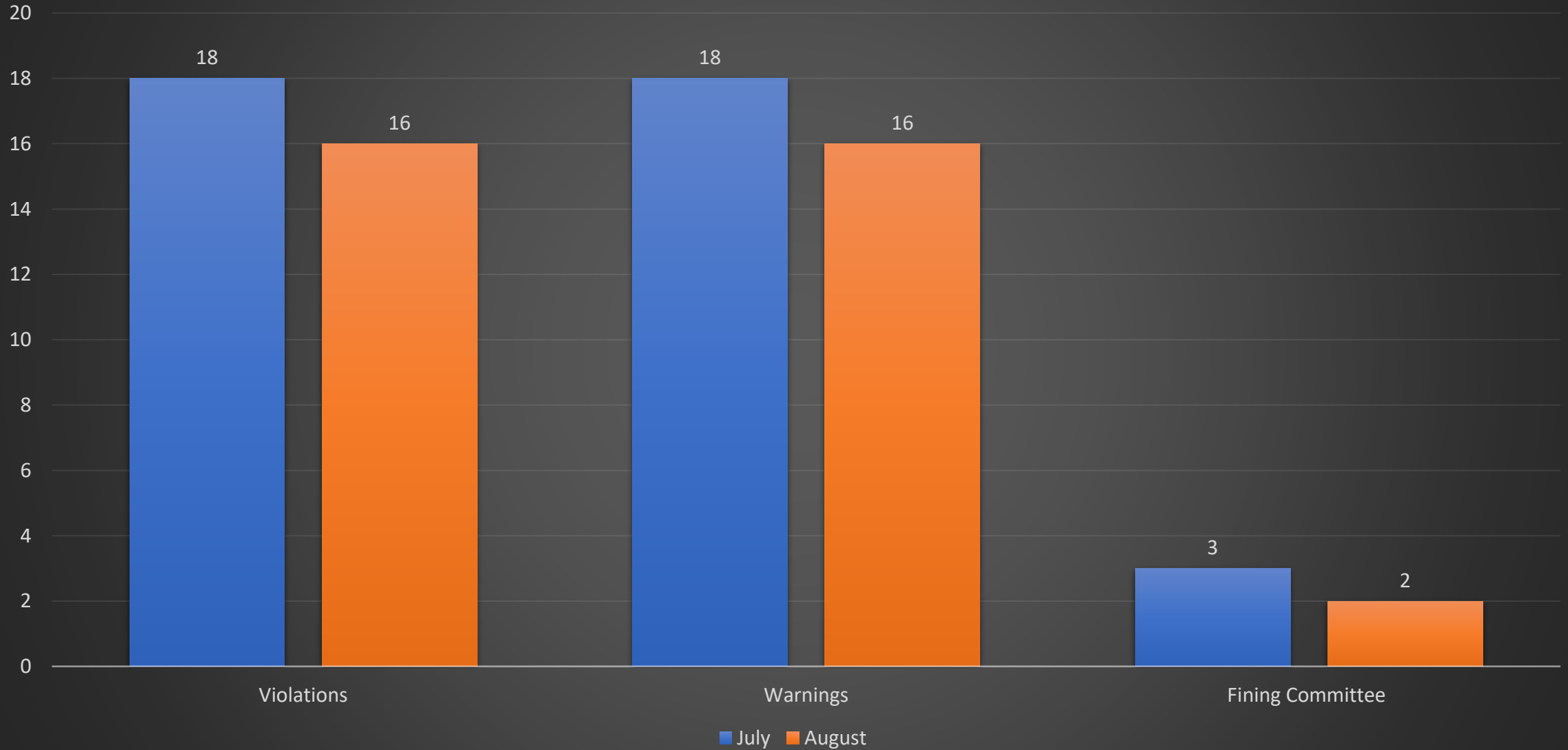
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## SPEED DETECTION and ENFORCEMENT

- Portable speed detection device
- Deployed throughout Fiddler's Creek at random
- Fixed devices located on Cherry Oaks Trail
- CCSO also deploys their own speed calming devices.



# Traffic Hawk Speeding Violations: July 2023-August 2023



# CCSO CRIME STATS

- Most common calls to date (August 2023)
  - (55) Extra Patrols
  - (11) Alarm
  - (4) 911 Hang-Ups
  - (14) Medical calls
  - (2) Follow up investigations
- Most common calls to date (Last six months)
  - (289) Extra Patrols
  - (73) Alarm
  - (134) 911 Hang-Ups
  - (80) Medical Calls
  - (3) Motor vehicle accidents
  - (1) Motor vehicle stop

QUESTIONS?

- Thank you



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

**7A**



# PROPOSAL

Divisions of Southern Striping Solutions, LLC.

239.591.5903 office

239.351.6080 cell

239.280.0762 fax

[www.collierpave.com](http://www.collierpave.com)

Date: 31-Aug-23

Estimate # \_\_\_\_\_

Project: Championship Dr.  
Fiddler's Creek CDD1

Contractor: Cleo Adams - Wrathell Hunt & Assoc.

Location: Naples, FL

Scope: Milling, Paving, and Striping

Item No.	Description	Unit	Quantity	Unit Price	Extension
0.1	Mobilization & General Conditions	LS	1	\$ 2,712.00	\$ 2,712.00
0.2	MOT - Flaggers	LS	1	\$ 1,200.00	\$ 1,200.00
0.3	1.0", Mill and Clean	SY	404	\$ 20.83	\$ 8,415.32
0.4	1.0", S-III Asphalt Paving (Overlay)	SY	404	\$ 35.27	\$ 14,249.08
0.5	Pavement Markings & RPMs (Temp Paint & Thermo)	LS	1	\$ 1,211.65	\$ 1,211.65
TOTAL PRICE SUBMITTED					<b>\$ 27,788.05</b>

## TERMS AND CONDITIONS

Price excludes all full depth repair to Sub-base

Price excludes all replacement of any Wheel Stops

Price excludes all concrete repairs or replacements

No Permits, Fee's or Bond

No traffic control or devices

No Testing

No Q/C Plan or Services

No Fine Grade of sub-base

Progress invoicing based on work completed

Price submitted is good for 30 days from date of proposal

Excludes all Asphalt over-runs due to yielding sub-grade or Base

Asphalt material costs subject to (Fuel Cost Adjustment) base on market pricing after 30/days from contract.

This proposal shall become part of any sub-contract, contract or any agreement Collier Paving & Concrete enters into.

**J. Alex DeMarco**  
Digitally signed by  
J. Alex DeMarco  
Date: 2023.08.31  
12:38:28 -04'00'

*J. Alex DeMarco*  
Director of Operations



Divisions of Southern Striping Solutions, LLC.

239.591.5903 office

239.351.6080 cell

239.280.0762 fax

[www.collierpave.com](http://www.collierpave.com)

Date of Acceptance \_\_\_\_\_

by: \_\_\_\_\_



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

**8**

SERVICE AGREEMENT  
FIDDLER'S CREEK CDD 1 MAINTENANCE  
Irrigation Maintenance – Fiddler's Creek Foundation, Inc.

THIS SERVICE AGREEMENT ("Agreement") is made and entered into as of the \_\_\_ day of November, 2022 by and between Fiddler's Creek Foundation, Inc., whose address is 8156 Fiddler's Creek Parkway, Naples, FL 34114 (the "Contractor") and Fiddler's Creek Community Development District #1, a community development district established pursuant to Chapter 190, Florida Statutes, with an address c/o Wrathell, Hunt and Associates, LLC, 9220 Bonita Beach Road, Suite 214, Bonita Springs, FL 34135 (the "District").

WHEREAS, the District owns, operates and maintains, and is responsible for the programming, operation, maintenance, repair, replacement and reconstruction of its irrigation water distribution systems within the boundaries of the District, as its irrigation water distribution systems currently exists, as described and depicted on the attached Exhibit "A", and as added to, modified or expanded (the "District Irrigation System"); and

WHEREAS, as described and depicted on the attached Exhibit "A", the limits of the District Irrigation System includes all District-owned facilities located within the District's rights-of-way, District irrigation easements or public utility easements including but not limited to: pumping stations, gate valves, transmission mains, valve boxes, blow off assemblies, air release valves, back flow preventers and service connections up to the point of connection within the right-of-way, irrigation easement and/or public utility easement;

WHEREAS, the responsibility for the operation and maintenance of any irrigation systems after the District-owned point of connection is that of the individual property owner, condominium association or homeowner's association, and is expressly excluded from this Agreement;

WHEREAS, the Contractor has represented to the District that: (1) the Contractor employs staff who possesses all of the necessary licenses, skill, knowledge and personnel necessary to competently perform all of the services necessary to monitor, program, operate, maintain and repair (within the limits specified in this Agreement) the satellite field controllers within the District Irrigation System (the "Controllers"), all as more fully described on the attached Exhibit "B" (the "Services"); and (2) the provisions of such Services do not require the possession of any contractor's license; and

WHEREAS, the Contractor has represented to the District that, within thirty (30) days after execution of this Agreement, it will conduct a physical inspection of the existing conditions of the District Irrigation System and within sixty (60) days after the conclusion of such inspection, will provide detailed results of such inspection in a written report.

NOW, THEREFORE, in consideration of the premises, the payment of the amount of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties, each intending to be legally bound, hereby agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The Services shall be performed in accordance with the schedule provided in Exhibit "B".



Services shall include all labor and equipment necessary to perform the Services. The Services shall be performed safely and in a good and workmanlike manner by a qualified person retained by and designated by the Contractor (the "Irrigation Manager"), which person shall have and maintain the following minimum certifications and/or licenses: current Toro Lynx Level 2, along with trained personnel working under the supervision of the Irrigation Manager. The individual(s) retained and designated as the Irrigation Manager shall hold and possess all of the foregoing qualifications required of the Irrigation Manager and shall deliver to the District copies of the current certifications and/or licenses required to be held/possessed by the Irrigation Manager. All of the Contractor's personnel performing the Services shall be properly trained, certified and licensed (when required for the Services being performed). The Contractor shall be responsible for applying for, obtaining and paying for all permits, licenses or certifications necessary to perform the Services. The Contractor shall perform all Services in strict compliance with all applicable statutes, rules, laws, ordinances and regulations.

3. The District agrees to annually pay the Contractor, as full and complete compensation for the performance and completion of the Services the following amounts:

3.1 For Services from January 1, 2023 to December 31, 2023: Fifty-Two Thousand Five Hundred and no/100 Dollars (\$52,500.00), payable in equal quarterly installments of Thirteen Thousand One Hundred Twenty-Five and No/100 Dollars (\$13,125.00) each, on or before the first day of January, April, July and October 2023;

3.2 For Services from January 1, 2024 to December 31, 2024: Fifty-Five Thousand One Hundred Twenty-Five and no/100 Dollars (\$55,125.00), payable in equal quarterly installments of Thirteen Thousand Seven Hundred Eighty-One and 25/100 Dollars (\$13,781.25) each, on or before the first day of January, April, July and October 2024; and

3.3 For Services from January 1, 2025 to December 31, 2025: Fifty-Seven Thousand Eight Hundred Eighty-One and 24/100 Dollars (\$57,881.24), payable in equal quarterly installments of Fourteen Thousand Four Hundred Seventy and 31/100 Dollars (\$14,470.31) each, on or before the first day of January, April, July and October 2025.

4. Within three (3) business days of the date of execution of this Agreement, and prior to the commencement of the Services, the Contractor shall provide the District with Certificates of Insurance for the following: (a) Worker's Compensation – Statutory amount of coverage, noting the District as an additional insured; (b) Automobile Liability coverage; and (c) Commercial General Liability coverage providing coverage for bodily injury, property damage and personal injury, with applicable limits of liability being not less than One Million Dollars (\$1,000,000) bodily injury (each occurrence); and Two Million Dollars (\$2,000,000), in the aggregate, and noting the District as an additional insured. The Contractor shall maintain such insurance for the duration of this Agreement. The Contractor shall ensure that subcontractors, if any, who provide any part of the Services shall have and maintain the same levels of insurance as the Contractor and provide the District with Certificates of Insurance evidencing same.

Contractor shall not allow any liens arising out of the Services to be filed against the District Irrigation System or District property. If any liens shall be filed against the District Irrigation System or District property by Contractor's provision of services under this Agreement, Contractor shall cause such liens to be released, satisfied and discharged of record, or transferred to cash or surety bond in accordance with applicable law within ten (10) calendar days from the date Contractor receives notice and



confirmation that such liens have been filed or record. Contractor agrees to defend and hold District harmless from and against any liens or claims arising out of Contractor's provision of services under this Agreement.

5. This Agreement and the Services may not be assigned by the Contractor without the express prior written approval of the District, which approval may be withheld in the sole discretion of the District.

6. PUBLIC RECORDS -In addition to any other right or termination that the DISTRICT possesses, the DISTRICT shall have the right to unilaterally cancel the Contract for refusal by Contractor or any subcontractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. and made or received by the Contractor in conjunction with the Contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, 877-276-0889; 561-571-0013 (fax); adamsc@whhassociates.com; 2300 Glades Road, Suite 410W, Boca Raton, Florida, 33431**

7. PUBLIC RECORDS FURTHER COMPLIANCE - The Contractor agrees to comply with Florida's public records laws, specifically to:

- (a) Keep and maintain public records required by the District to perform the Services.
- (b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the District.
- (d) Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the Services. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

8. Unless a contract between the Contractor and any subcontractor provides otherwise, the provisions of Section 287.0585, F.S. shall apply as to late payments by the Contractor to



subcontractors.

9. The Contractor shall pay all subcontractors, sub-subcontractors, materialmen and suppliers in accordance with the provisions of Section 255.001, F.S. The Contractor shall ensure that all subcontractors shall provide written waivers and releases of lien.

10. The Contractor warrants and certifies to the District that neither the Contractor nor any affiliate of the Contractor have been convicted of a public entity crime as such is defined in Section 287.133, F.S.

11. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement.

12. Term; Termination

(a) This Agreement shall be for a term of three (3) years commencing on January 1, 2023 and ending on December 31, 2025, unless terminated as provided in Subsections (b), (c) or (d) of this Section.

(b) The Contractor may terminate this Agreement with or without cause by providing the District with sixty (60) days' prior written notice of termination.

(c) The District reserves the right to terminate this Agreement if any of the Services are not performed in a satisfactory manner as determined in the sole and absolute discretion of the District, and the Contractor has failed to cure any such default within seven (7) calendar days after receiving written notice thereof from the District.

(d) In addition to any other right of termination possessed by the District, the District reserves the right to terminate this Agreement in the District's sole and absolute discretion, with or without cause in accordance with this provision in whole, or from time to time in part, whenever the District shall determine that such termination is necessary. Any such termination shall be effected by delivery to the Contractor of a notice of termination, and the date upon which such termination becomes effective. In the event of termination without cause, the date of termination shall be at least thirty (30) calendar days from date of delivery of written notice to the Contractor. Upon receipt of a notice of termination under this subsection, and except as otherwise directed, the Contractor shall:

(i) Stop all Services on the date and to the extent specified in the notice of termination.

(ii) Place no further orders or subcontract for materials, services, facilities.

(iii) Terminate all orders and subcontracts.

(iv) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts.

(v) Deliver to the District waivers and releases of liens and/or satisfaction of liens, for all labor, materials and supplies provided prior to the effective date of the notice of termination.

(e) After receipt of a notice of termination, the Contractor shall submit to the District its termination claim, in satisfactory form, for such part of the Services performed up to and including the



effective date of termination. Such claim shall be submitted promptly, but no later than one (1) month from the effective date of termination unless one or more extensions in writing are granted by the District. No claim will be allowed for any expense incurred by the Contractor after the effective date of the notice of termination. If the Contractor fails to submit his termination claim within the time allowed (subject to any extensions), the Contractor shall be deemed to waive any right to any further compensation.

(f) The Contractor and the District may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination of the performance of the Services pursuant to this section; PROVIDED HOWEVER, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the Compensation set out in Paragraph 3 of this Agreement, as amended, accordingly and the Contractor shall be paid the agreed amount.

### 13. Notices

All notices required or desired to be given under this Agreement shall be in writing and either: (a) hand-delivered, (b) sent by certified mail, return receipt requested, or (c) sent via electronic mail, so long as notice is also provided through either method (a) or (b) as herein described. All notices shall be addressed to the party being notified as provided below or to any other address hereafter designated by any of the parties, from time to time, in writing and otherwise in the manner set forth herein for giving notice, and shall be deemed to have been given (w) when delivered, if by hand delivery, (x) when received after deposit in a U.S. Post Office or official letter box, if sent by certified mail, or (z) upon confirmation of receipt by sender if sent via electronic mail.

If to the Contractor:  
Fiddler's Creek Foundation, Inc.  
8156 Fiddler's Creek Parkway  
Naples, FL 34114  
Tel: (239) 732-9400  
Fax: (239) 732-9402  
Attn: Ron Albeit, General Manager  
Email: [albeitr@fiddlerscreek.com](mailto:albeitr@fiddlerscreek.com)  
With a copy to: Joseph L. Parisi, President  
Email: [parisij@gulfbay.com](mailto:parisij@gulfbay.com)

If to the District:  
Fiddler's Creek Community Development District 1  
C/o Wrathell, Hunt and Associates, LLC,  
9220 Bonita Beach Road, Suite 214  
Bonita Springs, FL 34135  
Tel: (239) 498-9020; (239) 989-2939 (M)  
Fax: (561) 571-0013  
Attn: Chuck Adams, District Manager

With a copy to:  
Anthony P. Pires, Esq.  
3200 North Tamiami Trail, Suite 200  
Naples, FL 34103  
Tel: (239) 649-6555  
Fax: (239) 849-7342

[The Remainder of this Page Is Intentionally Left Blank.]

[Signatures Appear on Following Page.]



IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

ATTEST:

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

[Signature]  
\_\_\_\_\_  
, Secretary

By: [Signature]  
Print Name: Cleo Adams  
Its: District Manager

Witness [Signature]  
Print Name Terrill Kell

**FIDDLER'S CREEK FOUNDATION, INC., a**  
Florida not-for-profit corporation  
By: [Signature]  
Joseph L. Paris, as President  
and not individually

Witness [Signature]  
Print Name Hon A. Hoak

[The Remainder of this Page is Intentionally Left Blank.]

**ADDEDNUM TO SERVICE AGREEMENT**

**E-VERIFY**

CONTRACTOR shall comply with all applicable requirements of Section 448.095, Florida Statutes. CONTRACTOR shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If CONTRACTOR enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide CONTRACTOR with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If CONTRACTOR has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then CONTRACTOR shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of CONTRACTOR knowingly violated Section 448.095, Florida Statutes, but CONTRACTOR otherwise complied with its obligations hereunder, District shall promptly notify the CONTRACTOR and upon said notification, CONTRACTOR shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that CONTRACTOR knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

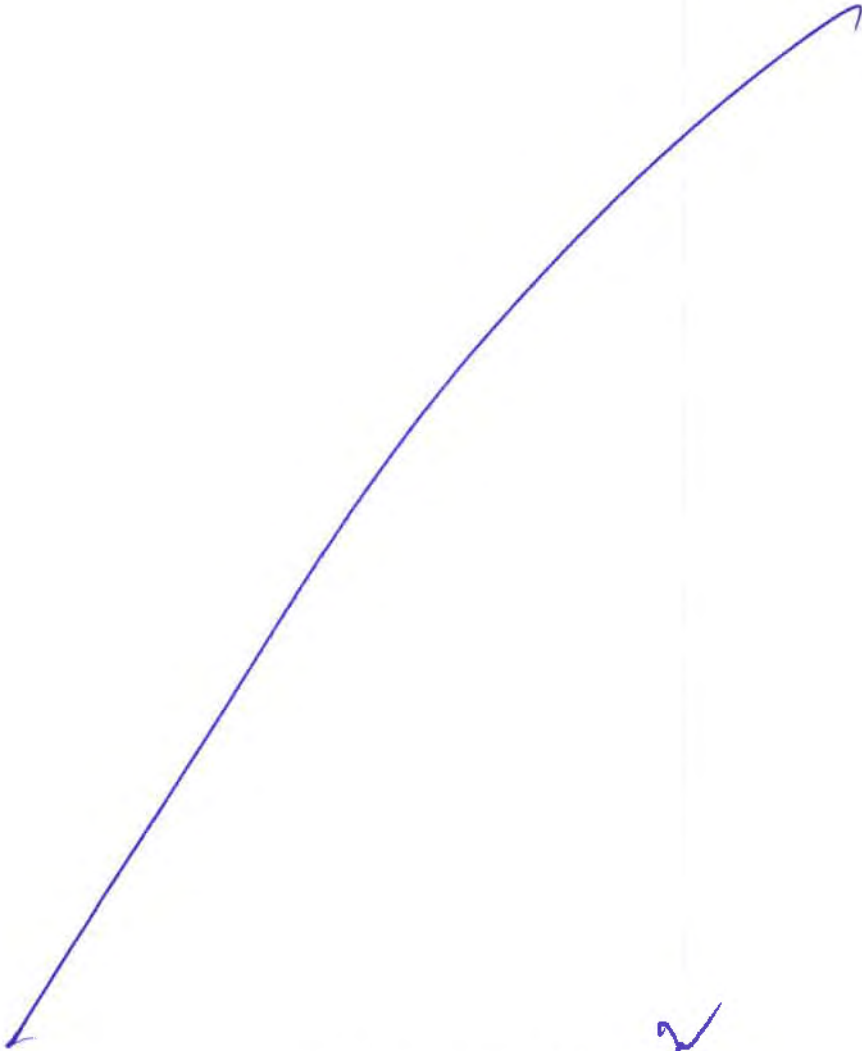
By entering into this Agreement, CONTRACTOR represents that no public employer has terminated a contract with CONTRACTOR under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with CONTRACTOR.





EXHIBIT "A"  
District Irrigation System

[Attached]



A small, blue handwritten mark or signature, possibly initials, located to the right of the footer text.

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EXHIBIT "B"

The Services  
The District Irrigation System

- Daily monitoring of communication to the Controllers from central computer.
- Daily monitoring to ensure that all components in each of the Controllers within the District Irrigation System are operating properly.
- Adjusting programs and adding irrigation programs into central computer as needed.
- Troubleshooting central computer and the Controllers as needed.
- Minor Repairs:
  - References to "minor repairs" in this Exhibit "B" shall be mean repairs where costs of materials, equipment or components are not in excess of \$1,500.00 per satellite field controller or other components. As needed and required, in the reasonable judgment of the Irrigation Manager, making necessary minor repairs and adjustments to maintain the central computer and the Controllers within the District Irrigation System in good and proper working order and condition.
  - If materials, equipment or components are available and if appropriate, in the reasonable judgment of the Irrigation Manger, making minor repairs to other components of the District Irrigation System in the field.
  - The actual costs of materials, equipment and components used in such minor repairs will be billed to the District and all proper invoices therefor will be payable by the District within thirty (30) days of issuance.
- Reporting non-functioning components (other than components repaired by the Irrigation Manager) to the District
- Preparing and submitting reports to the District on status of the District Irrigation System on a monthly basis.
- Conducting a visual inspection of properties and water usage of pumps on a daily basis.
- Conducting an inventory of parts, supplies and equipment for irrigation systems as needed.
- Conducting quarterly(4/yr) inspections of all Controllers within the District Irrigation System.

P

- Providing a detailed report on condition of all software, hardware, mechanical parts and equipment within the District Irrigation System prior to first anniversary date of the Agreement.
- Communicating with the District regarding the status of the District Irrigation System as needed.
- Complying with all applicable state, local, and District water restrictions and water permitting usage.
- Interpreting irrigation plans and locating irrigation isolation valves, Controllers and wiring, and updating the description of the District Irrigation System as needed
- Updating the description of the components and equipment comprising the District Irrigation System as soon as possible upon replacement, change outs, upgrades, or new installations, new components or new equipment; and delivering a copy of same to the District. Said updated written description, upon delivery to and approval by the District, shall be deemed to be appended to the Services Agreement as a revised Exhibit "A", description of the District Irrigation System.
- Training Safety Department staff in emergency responses (such as turning vales off and/or water sources) to irrigation breaks and malfunctions for immediate action when needed.
- Immediate notification to the District of emergencies, including but not limited to irrigation breaks and malfunctions, to the emergency response contact provided by the District, followed by written reports to the District.
- Immediate notification to the other governmental agencies, if required by law, rule, statute or regulation, of emergencies, including but not limited to irrigation breaks and malfunctions, followed by written reports to the District.
- Immediate notification to affected users of the District Irrigation System, of emergencies, including but not limited to irrigation breaks and malfunctions, followed by written reports to the District.



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

**11**



Mark FitzGerald  
**Bank United, N.A**  
600 N Federal Highway  
Boca Raton, FL 33432

Date: September 2023

To: Craig Wrathell  
CC: Wrathell, Hunt & Associates, LLC. Government ICS Deposit Program.

This letter is to confirm that BankUnited is an approved and active member of the Certificate of Qualified Public Depository.

We are currently offering a **starting rate of 4.50% on our ICS Money Market Product** which is FDIC insured up to **\$150,000,000 (Million)** versus the regular banks business Money Market of **\$250,000 (Thousand)** FDIC coverage per EIN number.

The rate is based on the Federal Funds Rate currently 5.5% - 100 Basis Points = 4.50%.

The above-mentioned rate is not based on a minimum balance requirement.

As a preferred ICS Bank my team and I monitor the ICS relationships monthly and if rates go up, which they have been doing we will automatically adjust your rates accordingly to always give the best service.

#### Fed Funds Rate

	This Week	Year Ago
Fed Funds Rate (Current target rate 5.25-5.50)	5.5	2.5

3 days ago

Any additional questions, please do not hesitate to ask.

Sincerely,

Mark FitzGerald, V.P Business Relationship Manager.  
mfitzgerald@bankunited.com  
561-906-3754

# SERVING OUR CLIENTS WITH STRENGTH AND STABILITY



A strong and stable financial track record is the foundation that sets BankUnited apart from many financial institutions.

Our commitment to our clients means we deliver products and services at a competitive price backed by personalized service.

We develop strong relationships with our clients to help them achieve their financial goals. At BankUnited, you'll find big bank services coupled with neighborhood bank care.

## WHY OUR CLIENTS CHOOSE US

- One of the largest financial institutions headquartered in Florida
- Local decision-making
- Sound credit quality
- Solid balance sheet
- Committed to our clients

### CREDIT RATINGS (Third Party Ratings)

<b>P-1</b>	Moody's Short Term Deposit
<b>A2</b>	Moody's Long Term Deposit
<b>Baa2</b>	Moody's Issuer Rating
<b>F2</b>	Fitch Short Term Deposit
<b>BBB+</b>	Fitch Long Term Deposit
<b>K1</b>	Kroll Short Term Deposit
<b>A</b>	Kroll Long Term Deposit

### America's Most Trustworthy Companies in America (Banking), *Newsweek*, April 2023

**#2** Bank Reputation Ranking by Customers, *American Banker*, November 2022

★★★★★ Superior Rating from *BauerFinancial* consecutively since its inception

## Financial Highlights as of June 30, 2023 BankUnited, N.A.

**\$35.9**  
BILLION  
in Total Assets

**\$25.8**  
BILLION  
in Total Deposits

**\$24.6**  
BILLION  
in Total Loans

**53**  
BRANCHES  
in Florida

**4**  
BANKING  
CENTERS  
in New York

**1**  
BRANCH  
in Texas

## Robust Capital Base

**8.8%**  
Tier-1 Leverage  
Ratio

**13.6%**  
Total  
Risk-Based  
Capital Ratio

**13.0%**  
Common Equity  
Tier 1  
Capital Ratio

## STRONG LIQUIDITY POSITION

- > Same day available liquidity of **\$14.7** billion as of June 30
- > Available liquidity to uninsured, uncollateralized deposits ratio of **167%** as of June 30

**66%** of our deposit base is insured or collateralized as of June 30

**\$25 billion** in prudently underwritten and well-diversified loans

**High-Quality** Commercial Real Estate portfolio; no non-performing loans<sup>1</sup>

- > Commercial Real Estate loans is **23%** of our total loans

<sup>1</sup> Excludes \$14 million in non-accrual guaranteed SBA loans.

## Safety, Returns, and Peace of Mind: Access up to \$150 Million Dollars in FDIC insurance

ICS®, the IntraFi Cash Service<sup>SM</sup>, and CDARS®, the IntraFi Certificate of Deposit Account Registry Service® are smart, secure, convenient ways to keep large-dollar deposits safe. You can access multi-million-dollar FDIC insurance at network banks through your BankUnited relationship, all while keeping your funds safe and secure.

### How do ICS and CDARS work?

When we place your organization's deposit through the ICS or CDARS service, your money is divided into amounts under the standard FDIC insurance maximum of \$250,000 and is placed in deposit accounts at multiple FDIC-insured banks. This makes your deposit eligible for FDIC insurance with each member bank. Use of these services makes it possible for you to gain access to up to \$150 million dollars of FDIC insurance. As a result, you can access coverage from many institutions while working directly with BankUnited as a single point of contact.

### Want to learn more? Call me today.

**Mark FitzGerald**

V.P S.R Business Relationship Manager

561-906-3754

[mfitzgerald@bankunited.com](mailto:mfitzgerald@bankunited.com)

### With ICS and CDARS, you can:



**Enjoy Peace of Mind** – With access to multi-million-dollar FDIC coverage through both services, your funds are eligible for protection that is backed by the full faith and credit of the federal government.



**Save Time** – You can forego the need to track collateral on an ongoing basis, open accounts under different insurable capacities, or to manage multiple bank relationships. This means you can spend more time accomplishing your financial goals.



**Access Funds** – When funds are placed through the ICS service, you may make unlimited program withdrawals. Funds placed through the CDARS service offer multiple maturities to help meet your liquidity needs.



**STATE OF FLORIDA**  
Office of the Chief Financial Officer  
Division of Treasury  
Bureau of Collateral Management

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**CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY**  
UNDER THE FLORIDA SECURITY FOR  
PUBLIC DEPOSITS ACT

This is to certify that

**BANKUNITED, N.A.**  
14817 OAK LANE  
MIAMI LAKES, FLORIDA 33016

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(13), Florida Statutes.

Given under my hand this 29th day of February, 2012.

A handwritten signature in black ink, appearing to read "Jeff Stewart", written over a horizontal line.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA



## Smart Saving with ICS<sup>SM</sup>

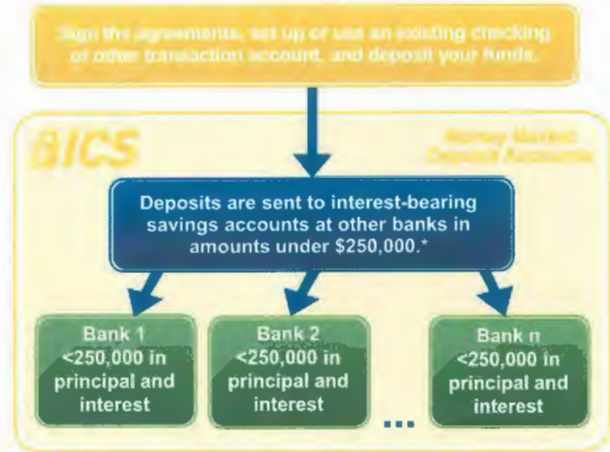
### What is ICS?



Through ICS<sup>SM</sup>, the Insured Cash Sweep<sup>SM</sup> service, you can:

- **Earn interest.** Put excess cash balances to work in savings accounts (money market deposit accounts).
- **Enjoy peace of mind.** ICS funds are eligible for multi-million-dollar FDIC insurance that's backed by the full faith and credit of the United States government.
- **Access funds.** Enjoy daily liquidity in your linked transaction account; replenish the account by withdrawing ICS funds up to six times per month.

### How does ICS work?



\* The standard FDIC insurance maximum is \$250,000 per insured capacity, per bank.

Work directly with just us – an institution you already know and trust – to receive coverage from many, and know that your confidential information remains protected.

### How does ICS compare to other alternatives?

Product	Issue	ICS Solution
Noninterest-bearing checking accounts	Are eligible for unlimited FDIC coverage through 2012 under the Dodd-Frank Act, but do not earn interest.	<p>You do not have to choose between earning a return and enjoying peace of mind – with ICS, you can do both.</p> <p>And, by offering access to FDIC insurance, ICS can help you avoid the hassles associated with managing multiple bank relationships or the need to track collateral on an ongoing basis (if you are accustomed to doing so).</p>
Interest-bearing checking accounts	Earn interest, but funds are insured only up to \$250,000 per insured capacity, per bank.	
Repurchase sweeps	May earn interest, but the yield can be very low; the process carries administrative tracking burdens, and the investment is not backed by FDIC insurance.	
Collateralized deposits	Administrative tracking problem can be more onerous than with repo sweeps.	
Money market mutual funds	Earn interest, but the yield may be very low, and the investment is not backed by the full faith and credit of the federal government.	



Member FDIC

Placement of your funds through the ICS service is subject to the terms, conditions, and disclosures set forth in the agreements, including the ICS Deposit Placement Agreement, that you enter into with us. Limits and customer eligibility criteria apply. Program withdrawals are limited to six per month. ICS and Insured Cash Sweep are service marks of Promontory Interfinancial Network, LLC.



August 21, 2023

Chesley "Chuck" E. Adams, Jr.  
Director of Operations  
Wrathell, Hunt and Associates, LLC

RE: Wrathell, Hunt and Associates, LLC Government Deposit Program

Synovus Bank would like to thank you for the opportunity to work with government customers under your direct management to create a deposits program specifically for customers of Wrathell, Hunt and Associates (WHA). We understand how important it is to choose the right partner for banking services and that partner being fully prepared to *exceed your expectations*. With over \$62 billion in assets, Synovus Bank is ranked among the top 50 banks by the Federal Reserve Board. Synovus is a publicly traded company (Synovus Financial Corp. NYSE: SNV), and member of the Federal Reserve System with an extremely diverse and deep leadership team. Our humble beginnings date back to 1888. 135 years later, we have grown to 250+ branches in five states; yet we continue our culture of being a "Community Bank". Synovus Bank has the capabilities of Wall Street but the mindset of "Main Street". Banking is relationships with our clients and communities in which we serve; this is what sets Synovus Bank apart from our competition. Our success has led to accolades such as being honored as one of the Best Banks in America, by Forbes. We do not take our customer obligations lightly. We have a history of providing excellent customer service to our clients. We have a team of dedicated government professionals ready to assist in this endeavor and any others your customers may have.

As previously outlined, the WHA program would include the following:

- Customer would be confirmed by WHA as District Manager,
- State, County, and Municipal (SCM) Money Market account would be opened in the name of the District with the District's TIN. Each account will include FDIC on the first \$250,000 and will be collateralized as defined in Chapter 280, Florida Statutes,
- Interest would be posted monthly and compounded,
- Minimum amount of initial deposit for each account would be \$500,000,
- For account with balances equal to or greater than \$500,000, the interest rate would be indexed to the Federal Funds Rate minus 75 basis points. For informational purposes, that rate of this date would be 4.75 percent. For balances that decline to levels between \$200,000 and \$499,999, the rate would be indexed the Federal Funds Rate minus 100 basis points. For balances below \$200,000 the rate would be managed by the Bank with an initial rate of 3.50 percent.
- Account balance measurements will be taken the first day of each month and when action is taken by the Federal Open Markets Committee.

Synovus Bank appreciates the opportunity and looks forward to your favorable response. If you should have any questions or need additional information, please do not hesitate to contact either of us at the numbers below.

Respectfully,

Andy LaFear  
Government Solutions - Relationship Manager  
7768 Ozark Drive, Suite 100  
Jacksonville, FL 32256  
904-347-7068  
[andylafear@synovus.com](mailto:andylafear@synovus.com)

Jim Mitchell, Senior director  
Government Solutions  
2325 Vanderbilt Beach Road  
Naples, FL 34109  
(239) 552-1819  
[jimmitchell@synovus.com](mailto:jimmitchell@synovus.com)

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

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
FINANCIAL STATEMENTS  
UNAUDITED  
AUGUST 31, 2023**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
AUGUST 31, 2023**

	General 001	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
<b>ASSETS</b>							
Operating accounts							
SunTrust	\$ 241,013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 241,013
Assessment account-Horizons Bank	303,272	-	-	-	-	-	303,272
Centennial Bank - MMA	78,194	-	-	-	-	-	78,194
Finemark - MMA	249,045	-	-	-	-	-	249,045
Finemark - ICS	2,428,663	-	-	-	-	-	2,428,663
Investments							
Revenue	-	284,920	136	273,218	206	218	558,698
Reserve - series B	-	-	-	108,138	-	-	108,138
Prepayment	-	-	1,016	1,561	-	-	2,577
Prepayment - 2002B exchange	-	469	-	-	-	-	469
Undeposited funds	-	-	-	33,191	-	-	33,191
Prepaid expense	1,262	-	-	-	-	-	1,262
Deposits	5,125	-	-	-	-	-	5,125
Total assets	<u>\$ 3,306,574</u>	<u>\$ 285,389</u>	<u>\$ 1,152</u>	<u>\$ 416,108</u>	<u>\$ 206</u>	<u>\$ 218</u>	<u>\$ 4,009,647</u>
<b>LIABILITIES &amp; FUND BALANCES</b>							
<b>Liabilities:</b>							
Landshore Enterprises retainage	\$ 6,098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,098
Total liabilities	<u>6,098</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,098</u>
<b>Fund balances:</b>							
Restricted for							
Debt service	-	285,389	1,152	416,108	206	218	703,073
Unassigned	3,300,476	-	-	-	-	-	3,300,476
Total fund balances	<u>3,300,476</u>	<u>285,389</u>	<u>1,152</u>	<u>416,108</u>	<u>206</u>	<u>218</u>	<u>4,003,549</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 3,306,574</u>	<u>\$ 285,389</u>	<u>\$ 1,152</u>	<u>\$ 416,108</u>	<u>\$ 206</u>	<u>\$ 218</u>	<u>\$ 4,009,647</u>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND 001  
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ -	\$ 2,452,843	\$ 2,447,892	100%
Assessment levy: off-roll	-	313,866	376,639	83%
Interest	1,061	5,786	-	N/A
Miscellaneous	-	7,594	-	N/A
Total revenues	<u>1,061</u>	<u>2,780,089</u>	<u>2,824,531</u>	98%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	2,153	11,842	12,918	92%
Management	5,044	55,481	60,525	92%
Assessment roll preparation	-	25,490	25,490	100%
Accounting services	1,647	18,117	19,764	92%
Audit	-	7,650	15,400	50%
Legal	1,407	14,420	25,000	58%
Legal - litigation	-	150	-	N/A
Legal - special counsel	1,676	8,739	-	N/A
Engineering	6,936	49,061	50,000	98%
Telephone	70	768	838	92%
Postage	131	1,768	2,300	77%
Insurance	-	32,826	30,000	109%
Printing and binding	55	604	659	92%
Legal advertising	406	1,470	2,000	74%
Office supplies	-	156	750	21%
Annual district filing fee	-	175	175	100%
Trustee	-	14,000	15,500	90%
Arbitrage rebate calculation	-	-	4,000	0%
Contingencies	777	2,373	4,000	59%
Website/ADA website compliance	-	210	920	23%
Dissemination agent	986	10,842	11,828	92%
Total administrative	<u>21,288</u>	<u>256,142</u>	<u>282,067</u>	91%
<b>Field management</b>				
Field management services	2,186	24,051	26,237	92%
Total field management	<u>2,186</u>	<u>24,051</u>	<u>26,237</u>	92%
<b>Water management maintenance</b>				
Other contractual	16,610	242,822	279,756	87%
Fountains	4,515	64,338	65,000	99%
Total water management maintenance	<u>21,125</u>	<u>307,160</u>	<u>344,756</u>	89%
<b>Street lighting</b>				
Contractual services	697	18,269	15,000	122%
Electricity	2,163	29,224	28,000	104%
Holiday lighting program	-	16,500	16,500	100%
Miscellaneous	-	-	1,500	0%
Hurricane contract svc	-	816	-	N/A
Total street lighting	<u>2,860</u>	<u>64,809</u>	<u>61,000</u>	106%

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND 001  
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>Landscaping</b>				
Other contractual - landscape maintenance	66,284	764,700	986,000	78%
Other contractual - flowers	-	41,623	52,000	80%
Other contractual - mosquito control	-	-	40,000	0%
Improvements and renovations	6,928	86,820	125,000	69%
Contingencies	-	-	15,000	0%
Hurricane clean-up	-	9,795	-	N/A
Total landscaping	<u>73,212</u>	<u>902,938</u>	<u>1,218,000</u>	74%
<b>Roadway</b>				
Roadway maintenance	-	182,391	85,000	215%
Capital outlay	-	-	40,000	0%
Total roadway	<u>-</u>	<u>182,391</u>	<u>125,000</u>	146%
<b>Irrigation supply</b>				
Electricity	55	692	750	92%
Repairs and maintenance	2,335	3,417	50,000	7%
Other contractual-irrigation manager	-	51,875	50,000	104%
Capital outlay	8,800	212,294	-	N/A
Supply system	6,858	150,593	552,475	27%
Total irrigation supply	<u>18,048</u>	<u>418,871</u>	<u>653,225</u>	64%
<b>Other fees &amp; charges</b>				
Property appraiser	-	6,978	38,248	18%
Tax collector	-	49,024	50,998	96%
Total other fees & charges	<u>-</u>	<u>56,002</u>	<u>89,246</u>	63%
Total expenditures	<u>138,719</u>	<u>2,212,364</u>	<u>2,799,531</u>	79%
Excess/(deficiency) of revenues over/(under) expenditures	(137,658)	567,725	25,000	
Fund balances - beginning	3,438,134	2,732,751	1,929,977	
Assigned				
Working capital	706,133	706,133	706,133	
Sandpiper traffic signal obligation	352,000	352,000	352,000	
Future Irr. mainline breaks	100,000	100,000	100,000	
Unassigned	2,142,343	2,142,343	796,844	
Fund balances - ending	<u>\$ 3,300,476</u>	<u>\$ 3,300,476</u>	<u>\$ 1,954,977</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 AUGUST 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 402,379	\$ 396,576	101%
Assessment prepayments	-	33,780	-	N/A
Interest	1,122	12,195	-	N/A
Total revenues	<u>1,122</u>	<u>448,354</u>	<u>396,576</u>	113%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	190,000	190,000	100%
Principal prepayment	-	35,000	-	N/A
Interest	-	196,100	196,100	100%
Total debt service	<u>-</u>	<u>421,100</u>	<u>386,100</u>	109%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	6,197	0%
Tax collector	-	8,042	8,262	97%
Total other fees & charges	<u>-</u>	<u>8,042</u>	<u>14,459</u>	56%
Total expenditures	<u>-</u>	<u>429,142</u>	<u>400,559</u>	107%
Excess/(deficiency) of revenues over/(under) expenditures	1,122	19,212	(3,983)	
Fund balances - beginning	284,267	266,177	315,151	
Fund balances - ending	<u>\$ 285,389</u>	<u>\$ 285,389</u>	<u>\$ 311,168</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 AUGUST 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 365,093	\$ 365,094	100%
Interest	8	172	-	N/A
Total revenues	<u>8</u>	<u>365,265</u>	<u>365,094</u>	100%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	175,000	175,000	100%
Interest	-	190,094	190,094	100%
Total expenditures	<u>-</u>	<u>365,094</u>	<u>365,094</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	8	171	-	
Fund balances - beginning	1,144	981	981	
Fund balances - ending	<u>\$ 1,152</u>	<u>\$ 1,152</u>	<u>\$ 981</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 AUGUST 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 181,601	\$ 225,216	81%
Assessment prepayments	-	101,773	-	N/A
Interest	1,667	17,049	-	N/A
Total revenues	<u>1,667</u>	<u>300,423</u>	<u>225,216</u>	133%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	80,000	105,000	76%
Principal prepayment	-	424,844	-	N/A
Interest	-	102,437	114,469	89%
Total debt service	<u>-</u>	<u>607,281</u>	<u>219,469</u>	277%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	3,519	0%
Tax collector	-	3,629	4,692	77%
Total other fees & charges	<u>-</u>	<u>3,629</u>	<u>8,211</u>	44%
Total expenditures	<u>-</u>	<u>610,910</u>	<u>227,680</u>	268%
Excess/(deficiency) of revenues over/(under) expenditures	1,667	(310,487)	(2,464)	
Fund balances - beginning	414,441	726,595	459,750	
Fund balances - ending	<u>\$ 416,108</u>	<u>\$ 416,108</u>	<u>\$ 457,286</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 AUGUST 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 591,800	\$ 591,800	100%
Interest	4	206	-	N/A
Total revenues	<u>4</u>	<u>592,006</u>	<u>591,800</u>	100%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	230,000	230,000	100%
Interest	-	361,800	361,800	100%
Total expenditures	<u>-</u>	<u>591,800</u>	<u>591,800</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	4	206	-	
Fund balances - beginning	202	-	187,500	
Fund balances - ending	<u>\$ 206</u>	<u>\$ 206</u>	<u>\$ 187,500</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 AUGUST 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 627,200	\$ 627,200	100%
Interest	4	218	-	N/A
Total revenues	<u>4</u>	<u>627,418</u>	<u>627,200</u>	100%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	245,000	245,000	100%
Interest	-	382,200	382,200	100%
Total expenditures	<u>-</u>	<u>627,200</u>	<u>627,200</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	4	218	-	
Fund balances - beginning	214	-	(1,528)	
Fund balances - ending	<u>\$ 218</u>	<u>\$ 218</u>	<u>\$ (1,528)</u>	

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

**MINUTES A**

**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 an Emergency Meeting on August 8, 2023 at 9:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

**Present at the meeting were:**

Robert Slater	Chair
Torben Christensen	Assistant Secretary
Joseph Badessa	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
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**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 9:01 a.m.

Supervisors Slater, Badessa and Christensen were present. Supervisors Schmitt and Weinberg were not present.

**SECOND ORDER OF BUSINESS**

**Consider Request for Executive Session on August 10, 2023 at 10:00 a.m.**

Mr. Adams presented the request for an Executive Session on August 10, 2023. He stated that a quorum is confirmed for the Executive Session; Mr. Schmitt will attend via telephone. Additional attendees will include Special Counsel Scott Beatty and a Court Reporter.

**On MOTION by Mr. Slater and seconded by Mr. Badessa, with all in favor, the Request for an Executive Session on August 10, 2023 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114, was approved.**

38 **THIRD ORDER OF BUSINESS** **UPCOMING MEETINGS**

39

40 **A. August 10, 2023 at 10:00 AM [Executive Session]**

41 **B. August 23, 2023 at 8:00 AM [Public Hearing and Regular Meeting]**

42

43 **FOURTH ORDER OF BUSINESS** **Supervisors' Requests**

44

45 There were no Supervisors' requests.

46

47 **FIFTH ORDER OF BUSINESS** **Public Comments**

48

49 Mr. Adams reported there were no members of the public present.

50

51 **SIXTH ORDER OF BUSINESS** **Adjournment**

52

53

54 **On MOTION by Mr. Slater and seconded by Mr. Christensen, with all in favor,**  
55 **the meeting recessed at 9:03 a.m., and was continued to August 10, 2023 at**  
56 **10:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard,**  
57 **Naples, Florida 34114.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair



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

**MINUTES B**

**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 Continued Emergency Meeting and Executive Session on August 10, 2023 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

**Present at the meeting were:**

Robert Slater	Chair
Joseph Schmitt (via telephone)	Vice Chair
Torben Christensen	Assistant Secretary
Joseph Badessa	Assistant Secretary
Frank Weinberg	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Scott Beatty	Special Counsel
Court Reporter	

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the Continued Emergency Meeting to order at 10:30 a.m.

Supervisors Slater, Badessa, Christensen and Weinberg were present. Supervisor Schmitt attended via telephone.

**On MOTION by Mr. Slater and seconded by Mr. Weinberg, with all in favor, authorizing Mr. Schmitt’s attendance and full participation, via telephone, due to exceptional circumstances, was approved.**

**SECOND ORDER OF BUSINESS**

**OPEN CONTINUED EMERGENCY MEETING**

Mr. Adams stated that the primary reason for this Continued Emergency Meeting is to hold an Executive Session, which was requested as a part of the Emergency Meeting held Tuesday, August 8, 2023.

39 Mr. Adams stated there were no members of the public present.

40

41 **THIRD ORDER OF BUSINESS**

**ANNOUNCE EXECUTIVE SESSION/RECESS  
CONTINUED EMERGENCY MEETING**

42

43

44 Mr. Adams recessed the Continued Emergency Meeting at 10:31 a.m., and turned off  
45 the public recording device.

46 The Executive Session will be transcribed by the Court Reporter.

47

48 **FOURTH ORDER OF BUSINESS**

**COMMENCEMENT OF EXECUTIVE SESSION  
(Closed to the Public by Law)**

49

50

- 51 • **Executive Session Regarding: Fiddler’s Creek Community Development District #2 v.**  
52 **Fiddler’s Creek Community Development District #1, Case No. 11-2023-CA-001612-**  
53 **001-XX Pending Litigation**

54 The Executive Session commenced at 10:31 a.m.

55

56 **FIFTH ORDER OF BUSINESS**

**RECONVENE CONTINUED EMERGENCY  
MEETING**

57

58

59 The Continued Emergency Meeting reconvened at 11:19 a.m.

60

61 **SIXTH ORDER OF BUSINESS**

**Consideration of Matters Related to  
Fiddler’s Creek Community Development  
District #2 v. Fiddler’s Creek Community  
Development District #1, Case No. 11-  
2023-CA-001612-001-XX**

62

63

64

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66

67 Mr. Slater discussed how the Board might proceed. Mr. Adams stated that the  
68 approach is two-fold and recommended two motions and votes.

69 Mr. Christian stated that he does not support incurring additional costs, as he thinks the  
70 process will not be effective.

71 Mr. Badessa voiced his opinion that it is worth another discussion and/or mediation  
72 with CDD #2.

73 Mr. Adams suggested separating the actions into two motions.

74

75 On MOTION by Mr. Slater and seconded by Mr. Weinberg, with all in favor,  
76 authorizing Special Counsel to respond to the Court Ruling sharing the facts to  
77 correct the Record such that, in its Fiscal Year 2024 budget, CDD #1 has  
78 appropriately funded what is expected to be 50% of the gross cost of the  
79 Traffic Signal project, as estimated today, was approved.

80

81

82 On MOTION by Mr. Slater and seconded by Mr. Weinberg, with Mr. Slater, Mr.  
83 Weinberg, Mr. Schmitt and Mr. Badessa in favor and Mr. Christensen  
84 dissenting, authorizing Special Counsel to request Court mediation, was  
85 approved. [Motion passed 4-1]

86

87

88 SEVENTH ORDER OF BUSINESS NEXT MEETING DATE: August 23, 2023 at  
89 8:00 AM [Public Hearing and Regular  
90 Meeting]

91

92

93 EIGHTH ORDER OF BUSINESS Supervisors' Requests

94

95 There were no Supervisors' requests.

96

97 NINTH ORDER OF BUSINESS Public Comments

98

99 There were no members of the public present.

100

101 TENTH ORDER OF BUSINESS Adjournment

102

103

104 On MOTION by Mr. Weinberg and seconded by Mr. Slater, with all in favor, the  
105 meeting adjourned at 11:27 a.m.

106

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

\_\_\_\_\_

Chair/Vice Chair

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

**MINUTES C**

**DRAFT**

**MINUTES OF MEETING**

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

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The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Public Hearing and Regular Meeting on August 23, 2023 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

**Present at the meeting were:**

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

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires (via telephone & in person)	District Counsel
Terry Cole	District Engineer
Joe Parisi	Developer General Manager
Ryan Hennessey	Fiddler’s Creek Director of Community Services
Alex Kurth	Premier Lakes, Inc.
Mike Barrow	GulfScapes Landscape Management
Chuck Fitzgibbons	Cranberry Board President
Dorothy Hirsch	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 8:00 a.m.

All Supervisors were present.

**SECOND ORDER OF BUSINESS**

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

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Quality Control Lake Report - Premier Lakes, Inc. (Alex Kurth)**

44 Mr. Alex Kurth presented the Quality Control Lake Report and highlighted the following:

- 45 ➤ All Sonar® applications were 100% successful.
- 46 ➤ The FC #1 through #5 canal system will be treated in the next two to three weeks to
- 47 address the submersed Illinois pond weed.
- 48 ➤ Lake 7A is 90% algae controlled and needs another treatment due to the type of strain.
- 49 ➤ The littoral shelves, primarily on the golf course, continue to be a big concern. They are
- 50 making great progress and the littorals are filling in nicely as the water levels rise. Weed
- 51 spraying will continue.

52 Mr. Slater asked for an update on The Rookery situation discussed at the last meeting.

53 Mrs. Adams stated that the vendor is SOLitude Lake Management (SOLitude) and she provided

54 information to Interim General Manager Mr. Anthony Schmitt, who promised to address the

55 condition of the lake. Mr. Parisi suggested a conference call with Mr. Schmitt to review the

56 required maintenance.

57 Asked about treating the canal system, Mr. Kurth stated that, because the systems run

58 through CDD #1 and CDD #2, they must use a contact herbicide to treat the entire waterbody.

59

**60 FOURTH ORDER OF BUSINESS**

**Update: Collier County Comprehensive  
61 Watershed Improvement Plan (Daniel  
62 Roman)**

63

64 Mr. Pires stated a response from the County is pending. He will continue following up.

65

**66 FIFTH ORDER OF BUSINESS**

**Health, Safety and Environment Reports**

67

**68 A. Irrigation and Pressure Cleaning Efforts**

69 Mr. Hennessey reviewed the Monthly PowerPoint presentation, which included

70 reminders to report questions, comments or concerns to [Irrigation@Fiddlerscreek.com](mailto:Irrigation@Fiddlerscreek.com) or

71 [Pressurewashing@Fiddlerscreek.com](mailto:Pressurewashing@Fiddlerscreek.com) or directly to the Safety Department.

**72 B. Security and Safety Update**

73 Mr. Hennessey reviewed the monthly PowerPoint presentation, which included

74 reminders to first call 911 in an emergency, followed by reporting the incident or other non-

75 emergency matters to the Community Patrol. Residents can register guests via the member's

76 website, mobile app, calling the Automated Gatehouse or emailing [Safety@Fiddlerscreek.com](mailto:Safety@Fiddlerscreek.com).



77 Mr. Slater asked for Security to patrol along the canal on Campanile Circle as kids were  
78 observed removing sections of fencing.

79

## 80 SIXTH ORDER OF BUSINESS

## Developer's Report

81

82 Mr. Parisi reported the following:

83 ➤ The Oyster Harbor and Dorado communities and the Golf Clubhouse are still under  
84 construction.

85 ➤ Championship Gatehouse: The necessary paperwork was filed with the Federal  
86 Emergency Management Agency (FEMA) and the permit was received. It might be necessary to  
87 re-locate the stop sign.

88 ➤ The neighborhood information meeting will be on September 6, 2023, 5:30 p.m., at the  
89 south library. It will cover Section 29, which is 57 acres designated for "Workforce Housing"  
90 use; it is not part of Fiddler's Creeks.

91 ▪ **Staff Report-District Counsel: Woodward, Pires and Lombardo, P.A.**

92 **This item, previously Item 15A, was presented out of order.**

93 • **Consideration of Transfer of a Strip of Land Along Fiddler's Creek [Portion of**  
94 **Parcel 6, Current Driving Range] for Development as Part of Hidden Cove; in**  
95 **Exchange for a Platted Lake Maintenance Easement Over This Same Strip in**  
96 **Favor of the District**

97 Mr. Pires distributed and presented the memorandum regarding transfer of land in  
98 exchange for a 20' lake maintenance, drainage and access easement to the CDD. Mr. Parisi  
99 stated the intent is to construct a seawall along the back end of Hidden Cove, which will be the  
100 Developer's responsibility to control and manage.

101 Mr. Pires stated that this process will involve obtaining an opinion and approval from  
102 Bond Counsel, authorizing Mr. Pires to prepare a Resolution declaring that this property is  
103 surplus and/or authorizing the exchange of the property with development of a 20' strip, as  
104 depicted on the yellow green graphic, with the condition that that CDD receive back in the time  
105 of platting a dedicated maintenance and access easement over that same 20' and that the plat  
106 be brought back in final form for final submittal to the County.

107 Discussion ensued regarding the impact to the CDD if homeowners install docks.

108 It was noted that the County will require the homeowner obtain a Letter of No  
109 Objection (LONO) from the CDD and/or Non-Disturbance Agreements or an Easement Use  
110 Agreement.

111 Mr. Parisi noted the Fiddler’s Creek Special Easement Agreement (FCSE) on the plat,  
112 which will require homeowners to obtain permission to install a dock. There are specific criteria  
113 for residents to build and install a dock.

114

**On MOTION by Mr. Schmitt and seconded by Mr. Weinberg, with all in favor, transfer of a strip of land along Fiddler’s Creek [Portion of Parcel 6, Current Driving Range] for development as part of Hidden Cove; in exchange for a Platted Lake Maintenance Easement over the same strip, in favor of the CDD, subject to the actions noted by District Counsel, was approved.**

120

121

**SEVENTH ORDER OF BUSINESS**

**Engineer’s Report: Hole Montes, a Bowman Company**

122

123

124

Mr. Cole reported the following:

125

➤ Lake Bank Erosion Repairs: Work on Lake 7A and a small part in Bellagio will commence  
127 this week. Repairs at Runaway Bay and Mallard’s Landing were completed.

128

➤ Traffic Signal: The Florida Department of Transportation (FDOT) Notice of Intent to issue  
129 the permit is pending. If the permit is received soon, the signal could be operational in fall 2024.

130

➤ The pumps for Pumphouse #2 are expected next month. Work is underway on a  
131 demolition permit to remove the roof for installation purposes.

132

**A. Discussion/Consideration of Proposals**

133

- **Install Wood Guard Rail Opposite Whisper Trace**

134

Mr. Cole distributed and presented a proposal to remove the wooden guard rail  
135 opposite Whisper Trace and an additional \$3,500 fee for the permit modification, which is still  
136 less than the \$16,000 cost to remove and replace it. He recommended removal, as research  
137 proved that the guard rail is not required.

138

As the CDD is responsible for landscaping, Mrs. Adams will have Mr. Barrow work on  
139 landscaping options to submit to the Design Review Committee (DRC) for review and approval.

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**On MOTION by Mr. Weinberg and seconded by Mr. Slater, with all in favor, Mr. Cole’s recommendation to remove and not replace the guard rail and Southeast Highway Guardrail & Attenuators, LLC, Estimate #4402 for removal and disposal of the wooden guardrail, in a not-to-exceed amount of \$7,498 plus an additional \$3,500 for the permit modification process, were approved.**

- **Repairs/Replacements of Valley Gutter on Mulberry Lane**

Mr. Cole distributed and presented proposals for three options to replace the valley gutter and for asphalt repairs on Mulberry Lane. He recommended Option 2, as, in his opinion, the intersection under Option 3 does not need to be done.

Mr. Schmitt asked Mr. Cole to inspect the pavers at the intersection of Championship Drive and Hawks Nest Drive and, if warranted, obtain proposal for the next meeting. To reduce mobilization costs, the original project will be deferred to the next meeting.

**On MOTION by Mr. Slater and seconded by Mr. Schmitt, with all in favor, Collier Paving and Concrete Estimate #23-457, Option 2, to replace valley gutter and for asphalt repairs, in a not-to-exceed amount of \$14,160.82, was approved.**

- **PVC Fence Repair on Mulberry Lane, Mahogany Bend, Bent Creek and Whisper Trace**

Mr. Cole presented C&C Fence’s (C&C) \$5,500 proposal to repair or replace several CDD fence panels at various locations. Mrs. Adams stated that she emailed the contract to C&C yesterday for execution.

Mr. Parisi stated that interviewing Construction Managers capable of managing and designing the irrigation system remains ongoing.

Mr. Parisi stated that The Club included wired baseline systems for all the new communities; there will be no changes necessary for any of those systems.

**EIGHTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year 2023/2024 Budget**

**A. Proof/Affidavit of Publication**

176 **B. Consideration of Resolution 2023-06, Relating to the Annual Appropriations and**  
 177 **Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending**  
 178 **September 30, 2024; Authorizing Budget Amendments; and Providing an Effective**  
 179 **Date**

180 Mr. Adams stated that the proposed Fiscal Year 2024 budget is the same as the version  
 181 presented at the last meeting. The strategy for Fiscal Year 2024 is to utilize about \$31,000 in  
 182 surplus fund balance to offset the increases and keep the assessments the same as in Fiscal  
 183 Year 2023.

185 **On MOTION by Mr. Slater and seconded by Mr. Weinberg, with all in favor, the**  
 186 **Public Hearing was opened.**

187  
 188  
 189 There were no public comments.

191 **On MOTION by Mr. Slater and seconded by Mr. Weinberg, with all in favor, the**  
 192 **Public Hearing was closed.**

193  
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 195 **On MOTION by Mr. Slater and seconded by Mr. Weinberg, with all in favor,**  
 196 **Resolution 2023-06, Relating to the Annual Appropriations and Adopting the**  
 197 **Budget for the Fiscal Year Beginning October 1, 2023, and Ending September**  
 198 **30, 2024; Authorizing Budget Amendments; and Providing an Effective Date,**  
 199 **was adopted.**

200  
 201  
 202 **NINTH ORDER OF BUSINESS**

203 **Consideration of Resolution 2023-07,**  
 204 **Making a Determination of Benefit and**  
 205 **Imposing Special Assessments for Fiscal**  
 206 **Year 2023/2024; Providing for the**  
 207 **Collection and Enforcement of Special**  
 208 **Assessments; Certifying an Assessment**  
 209 **Roll; Providing for Amendments to the**  
 210 **Assessment Roll; Providing a Severability**  
 211 **Clause; and Providing an Effective Date**

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 213 **On MOTION by Mr. Slater and seconded by Mr. Weinberg, with all in favor, the**  
 214 **Public Hearing was opened.**

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There were no public comments.

Mr. Pires asked if any comments regarding the assessments were received by fax, email or letter. Mr. Adams and Mrs. Adams replied no.

**On MOTION by Mr. Slater and seconded by Mr. Weinberg, with all in favor, the Public Hearing was closed.**

**On MOTION by Mr. Slater and seconded by Mr. Weinberg, with all in favor, Resolution 2023-07, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

**TENTH ORDER OF BUSINESS**

**Discussion: Maintenance of Traffic Plan**

This item will be removed from future agendas.

**ELEVENTH ORDER OF BUSINESS**

**Update: Letter to CDD #2 Regarding Combining Districts**

Mr. Adams will be able to provide an update after the CDD #2 meeting, which will commence after this meeting.

**TWELFTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of July 31, 2023**

Mr. Christensen asked about the transfer of \$189,353 from CDD #1 to CDD #2. Mr. Adams stated it is shared costs with CDD #2 that Accounting should be transferring each month. Specific details about this item will be emailed to the Board.

The financials were accepted.

**THIRTEENTH ORDER OF BUSINESS**

**Approval of July 26, 2023 Regular Meeting Minutes**

The following changes were made:

255 Line 148: Insert “generally” after “system”

256 Line 169: Change “a” to “approximately”

257

258 **On MOTION by Mr. Weinberg and seconded by Mr. Schmitt, with all in favor,**  
259 **the July 26, 2023 Regular Meeting Minutes, as amended, were approved.**

260

261

262 **FOURTEENTH ORDER OF BUSINESS**

**Action/Agenda or Completed Items**

263

264 Items 2, 3, 4, 5, 6, 7, 9, 10 and were completed.

265 Regarding Item 7, Mr. Barrow stated an area adjacent to Ms. Hirsch’s residence needs to  
266 be re-landscaped. He will submit a proposal to Mrs. Adams.

267

268 **FIFTEENTH ORDER OF BUSINESS**

**Staff Reports**

269

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

- 271 • **Consideration of Transfer of a Strip of Land Along Fiddler’s Creek [Portion of**
- 272 **Parcel 6, Current Driving Range] for Development as Part of Hidden Cove; in**
- 273 **Exchange for a Platted Lake Maintenance Easement Over Tris Same Strip in**
- 274 **Favor of the District**

275 This item was presented following the Sixth Order of Business.

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

- 277 • **NEXT MEETING DATE: September 27, 2023 at 8:00 AM**
- 278 ○ **QUORUM CHECK**

279 Supervisors Badessa, Christensen, Schmitt and Weinberg confirmed their in-person  
280 attendance at the September 27, 2023 meeting. Mr. Slater will attend via telephone.

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

282 The Monthly Field Operations Report was included for informational purposes.

283

284 **SIXTEENTH ORDER OF BUSINESS**

**Supervisors’ Requests**

285

286 Mr. Slater asked Mr. Barrows to inspect the low hanging Royal Poincianas along  
287 Championship Drive and at the end of Mulberry, as he thinks they need to be trimmed.

288 ▪ **Limited Cost-Sharing Agreement with Cranberry Crossing Village Association and**  
289 **Cherry Oaks**

290 **This item was an addition to the agenda.**

291 Mr. Pires distributed and presented the draft Limited Cost-Sharing Agreement in which  
292 the CDD would contribute a portion equal to one-third, up to \$10,000 of the cost of the  
293 Trebilcock Agreement, to provide professional services related to the traffic calming  
294 improvements on Cherry Oaks Trail. Payment will be made after the project is completed. Mr.  
295 Slater asked for additional language specifying “that this is all predicated and subject on  
296 approval and permitting by the County” of the installed solution.

297 Resident and Cranberry Crossing Board President Mr. Chuck Fitzgibbons thanked the  
298 Board for its support. All the proper signatures from all the homeowners were secured. The  
299 estimated cost is over \$40,000.

300 Discussion ensued regarding Norm taking the lead and making sure everything is in  
301 compliance; the CDD being relieved of any responsibility for maintenance, an Agreement to  
302 include holding the CDD harmless, the POA’s criteria for speed limit and speed devices, signage  
303 language and location and the project timeline.

304 Mr. Pires will present a revised draft Agreement at the next meeting. He noted that the  
305 CDD has no obligation to make any payment until the CDD executes the Agreement.

306 Mr. Cole stated he gave Fred an estimate of \$8,000 for Hole Montes to help coordinate  
307 with Norm to complete the work.

308

309 **SEVENTEENTH ORDER OF BUSINESS**

**Public Comments**

310

311

312 No members of the public spoke.

313

314 **EIGHTEENTH ORDER OF BUSINESS**

**Adjournment**

315

316

**On MOTION by Mr. Slater and seconded by Mr. Schmitt, with all in favor, the meeting adjourned at 9:18 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair



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

**14**





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

**STAFF  
REPORTS  
B**

<b>FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 25, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>November 8, 2023*</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>December 13, 2023*</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>January 24, 2024</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>February 28, 2024</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>March 27, 2024</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>April 24, 2024</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>May 22, 2024</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>June 26, 2024</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>July 24, 2024</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>August 28, 2024</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>8:00 AM</b>
<b>September 25, 2024</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>

**\*Exceptions**

*November meeting date is two weeks earlier to accommodate the Thanksgiving holiday.  
December meeting date is two weeks earlier to accommodate the Christmas holiday.*

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

**STAFF  
REPORTS  
C**



**Wrathell, Hunt and Associates, LLC**

TO: Fiddlers Creek CDD #1 Board of Supervisors

FROM: Cleo Adams – District Manager

DATE: September 27, 2023

SUBJECT: Monthly Status Report – Field Operations

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**Landscape Improvements/Renovations Projects:** Proposal received for landscape renovations on the Parkway adjacent to 951. Staff have reached out to Juniper Landscape for one additional quote. This will be presented to the Board for consideration and, if approved, to the DRC for final review/approval.

**Flower Rotation:** November installs consist of red and white Sunpatiens.

**2023/24 Rotation:** November/February/May/August for budget purposes: \$51K.

**Irrigation Mainline:** On Sunday, August 27<sup>th</sup> it was reported of another 16” mainline (20-foot section) break. Collier Paving as well as Aqua-Matic were on-site Monday morning to make necessary repairs. The total cost \$26,612.00.

**Irrigation Pump House #2 Replacement & Modifications Project:** Contract agreement with Metro PSI was executed on March 24<sup>th</sup> for a cost of \$739,978.00.

**Lake Maintenance: Updates** to be provided by Premier Lakes.

**Note:** On-going discussion: Staff emailed the new General Manager Anthony Schmid on September 14<sup>th</sup> advising him of the observations surrounding Lake 11/GC side of the lake not being maintained. He indicated that Solitude would be treating that lake the following week.

**Street Signage:** On Thursday, September 21<sup>st</sup> it was reported that the “keep right” signage had been damaged; located on Cherry Oaks Trail at the roundabout. Staff have submitted a work-order for required repairs.

**Fence Repairs:** Contract executed with C&C Outdoors on August 23<sup>rd</sup> to repair fencing adjacent to Mulberry Lane as well as Championship Drive. Total Cost \$5,500.00.

**Mulberry Sidewalk Repairs:** On August 23<sup>rd</sup>, the Board approved Collier Paving proposal option #2 for a cost of \$14,160.82. However, it was requested that it be placed on hold until the additional area on Championship quote was received. This is an agenda item for the Board’s consideration at the meeting and will be presented by Terry Cole.

**Marsh Cove Bridge:** Continued discussion: The decorative bridge in Marsh Cove requires stonework. Update: Staff contacted two additional vendors for a proposal to remove the

decorative stones and paint the bridge for now. Proposals have not yet been received. Proposals requested from Precast by Design and Mike Carroll, General Contracting.