

FIDDLER'S CREEK

COMMUNITY DEVELOPMENT

DISTRICT #1

July 26, 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

July 19, 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 July 26, 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*
 - Continued Discussion/Consideration of Proposal for Mulberry Lane Road and Valley Gutter Repairs Due to Tree Roots
8. Consideration of First Amendment to the District Management Services Agreement for Lien Roll Services
9. Consideration of Synovus Bank, Investment Outline for Excess Operating Funds and Sample Resolution
10. Consideration of Design Review Committee Request for Alterations, Repairs and Reconstruction [3741 Mahogany Bend Drive]

- 11. Discussion: Maintenance of Traffic Plan
- 12. Continued Discussion: Fiscal Year 2024 Budget
- 13. Acceptance of Unaudited Financial Statements as of June 30, 2023
- 14. Approval of June 28, 2023 Regular Meeting Minutes
- 15. Action/Agenda or Completed Items
- 16. Staff Reports
 - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
 - Update: South Florida Water Management District of Engineers Program
 - B. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: August 23, 2023 at 8:00 AM [Fiscal Year 2024 Budget Adoption Hearing]
 - 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*
- 17. Supervisors' Requests
- 18. Public Comments
- 19. 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 July 2023 Quality Control Lake Report

Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
1	Inspected			Sonar Treatments Successful	
2	Treated	Widgeon Grass	7/13/2023	Sonar Final Treatment 07/13	
3	Inspected				
4	Treated	Algae, Shoreline Grasses & Broadleaf Weeds	6/28/2023, 07/13/2023, 07/15/2023		
4A	Treated	Shoreline Grasses & Broadleaf Weeds	6/22/2023		
5	Treated	Algae, Shoreline Grasses & Broadleaf Weeds	6/22/2023, 07/15/2023		
6	Treated	Shoreline Grasses & Broadleaf Weeds	6/28/2023		
7	Treated	Shoreline Grasses & Broadleaf Weeds	6/22/2023		
7A	Treated	Southern Naiad, Algae, Shoreline Grasses & Broadleaf Weeds	6/22/2023, 07/13/2023, 07/15/2023	Sonar Final Treatment 07/13	
8	Inspected				
9	Inspected				

Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
10	Treated	Algae, Shoreline Grasses & Broadleaf Weeds	6/28/2023		
15	Treated	Shoreline Grasses & Broadleaf Weeds	6/22/2023		
16	Inspected				
17	Inspected				
18	Treated	Shoreline Grasses & Broadleaf Weeds	6/22/2023		
21	Treated	Shoreline Grasses & Broadleaf Weeds	6/22/2023		
22	Treated	Shoreline Grasses & Broadleaf Weeds	6/22/2023, 07/13/2023		
27	Inspected				
30	Treated	Shoreline Grasses & Broadleaf Weeds	6/22/2023		
34	Inspected				
34A	Inspected				
34B	Inspected				
35	Inspected				
36	Treated	Shoreline Grasses & Broadleaf Weeds	7/13/2023		
37A/B	Treated	Shoreline Grasses & Broadleaf Weeds	6/28/2023		
38A/B/C	Treated	Shoreline Grasses & Broadleaf Weeds	6/22/2023		
39A/B	Treated	Shoreline Grasses & Broadleaf Weeds	6/22/2023, 06/28/2023	Sonar Treatments Successful	
40A/B	Treated	Shoreline Grasses & Broadleaf Weeds	6/22/2023	Sonar Treatments Successful	
41A1/A	Treated	Shoreline Grasses & Broadleaf Weeds	06/28/2023, 07/13/2023	Sonar Treatments Successful	



Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
41B1/B2/C	Treated	Shoreline Grasses & Broadleaf Weeds	06/28/2023	Sonar Treatments Successful	
42A/B	Treated	Shoreline Grasses & Broadleaf Weeds	7/15/2023		
43B	Treated	Shoreline Grasses & Broadleaf Weeds	07/06/2023		
44	Inspected				
50A/B	Inspected			Sonar Treatments Successful	
70A/B	Treated	Shoreline Grasses & Broadleaf Weeds	06/28/2023		
78A	Inspected				
79A	Treated	Shoreline Grasses & Broadleaf Weeds	06/28/2023		
FC1	Treated	Illinois Pondweed, Shoreline Grasses & Broadleaf Weeds	6/22/2023, 06/28/2023		
FC2	Treated	Cristata Lily, Algae	6/22/2023, 06/28/2023		
FC3	Treated	Illinois Pondweed, Shoreline Grasses & Broadleaf Weeds	6/22/2023, 06/28/2023		
FC4	Treated	Illinois Pondweed, Shoreline Grasses & Broadleaf Weeds	6/22/2023, 06/28/2023		
FC5	Treated	Illinois Pondweed, Shoreline Grasses & Broadleaf Weeds	6/22/2023, 06/28/2023		
65A	Treated	Illinois Pondweed, Shoreline Grasses & Broadleaf Weeds			

Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
65B	Treated	Shoreline Grasses & Broadleaf Weeds	6/22/2023, 06/28/2023		
65C	Inspected				
65D	Inspected				
65E1	Treated	Shoreline Grasses & Broadleaf Weeds	6/22/2023		
65F	Inspected				
Marco Shores	Treated	Shoreline Grasses & Broadleaf Weeds	6/22/2023, 07/06/2023, 07/15/2023		
Cardinal Cove	Treated	Algae	06/22/2023, 07/13/2023		
GC Hole 13	Treated	Shoreline Grasses & Broadleaf Weeds	6/22/2023		

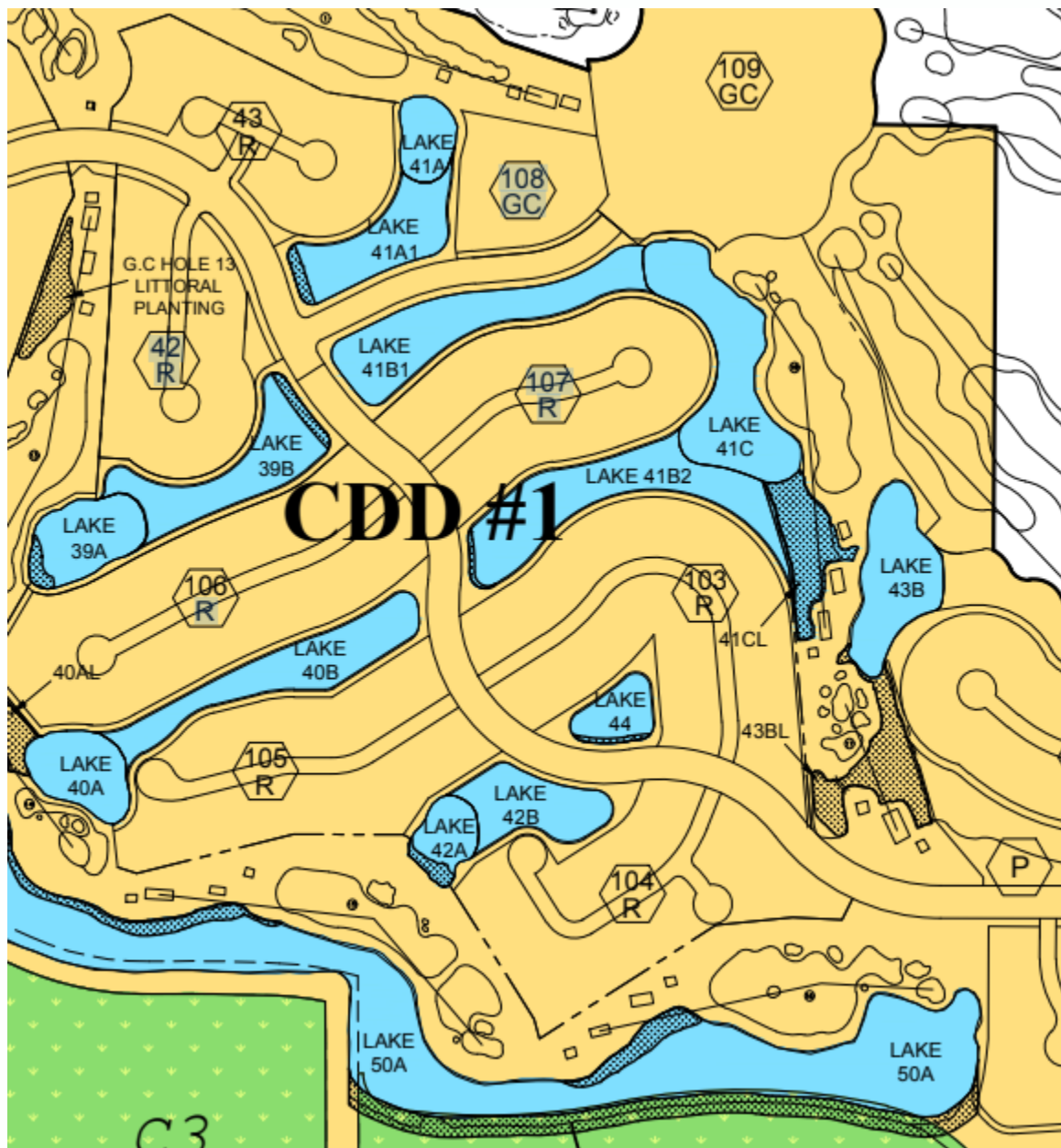
Fiddler's Creek CDD #1 Monthly Summary & Next Steps

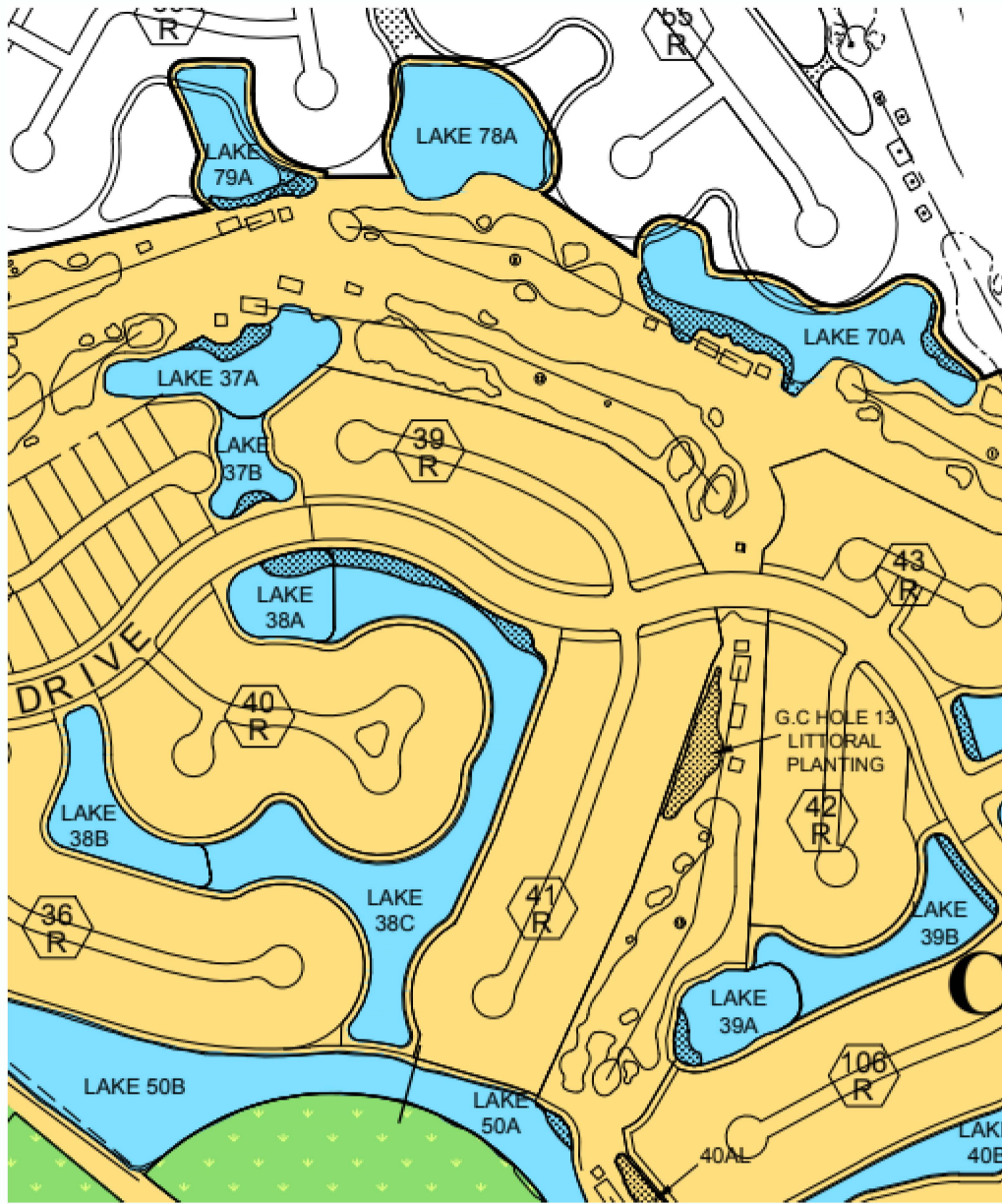
Final Sonar applications were applied this month. Most lakes have achieved total control of submersed vegetation. The last treatments were on lake 2 and 7A where we are confident in total control within the next few weeks.

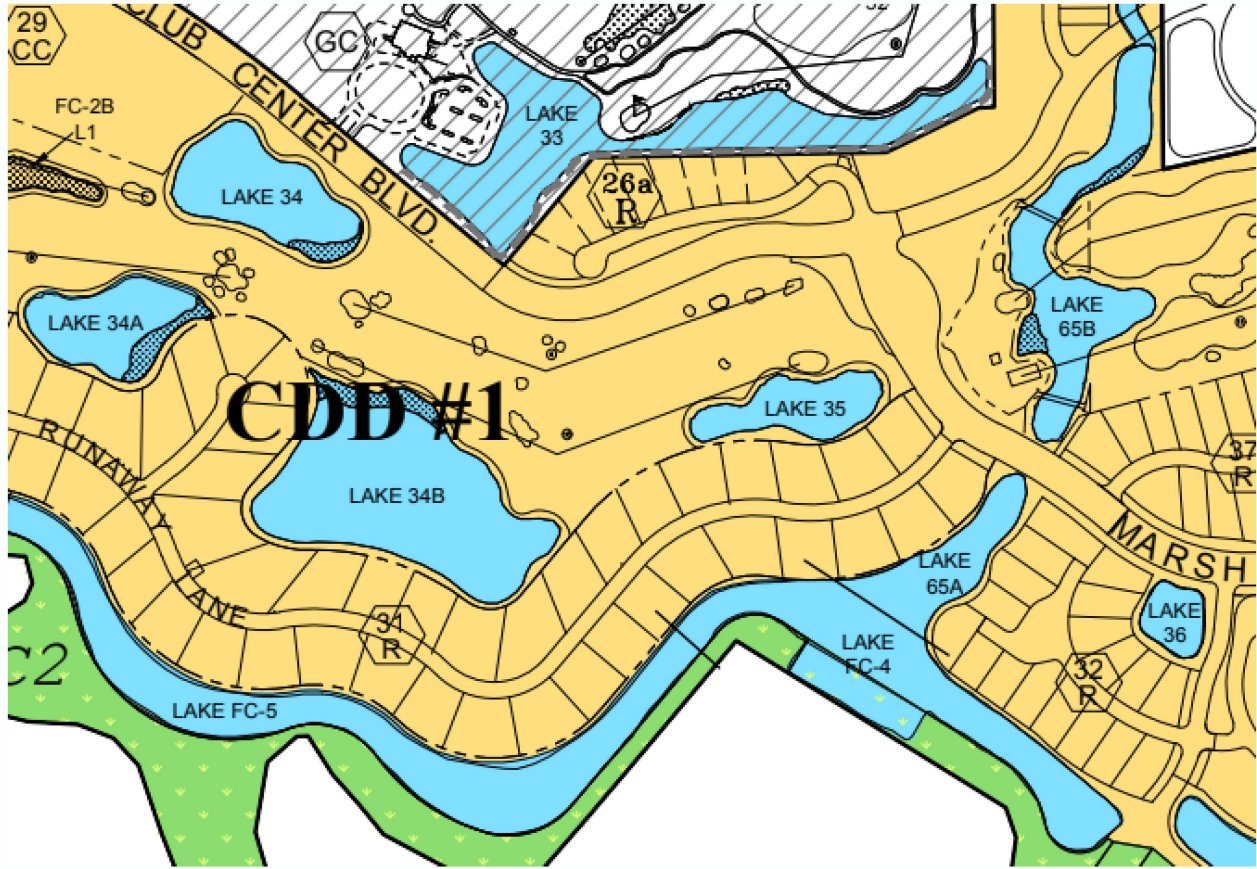
Broadleaf weeds & Torpedo grass remain present within littoral plants, however, after each treatment cycle we are noticing a reduction in regrowth of unwanted vegetation and considerable regrowth of beneficial littoral plants, especially Bulrush in designated littoral shelves.

We have seen an increase in algae growth and have treated accordingly. This can be attributed to external loading of rainfall as well as the decaying of submersed vegetation. We will continue to treat when necessary for any algae blooms as well as continue to reduce torpedo grass & broadleaf weeds

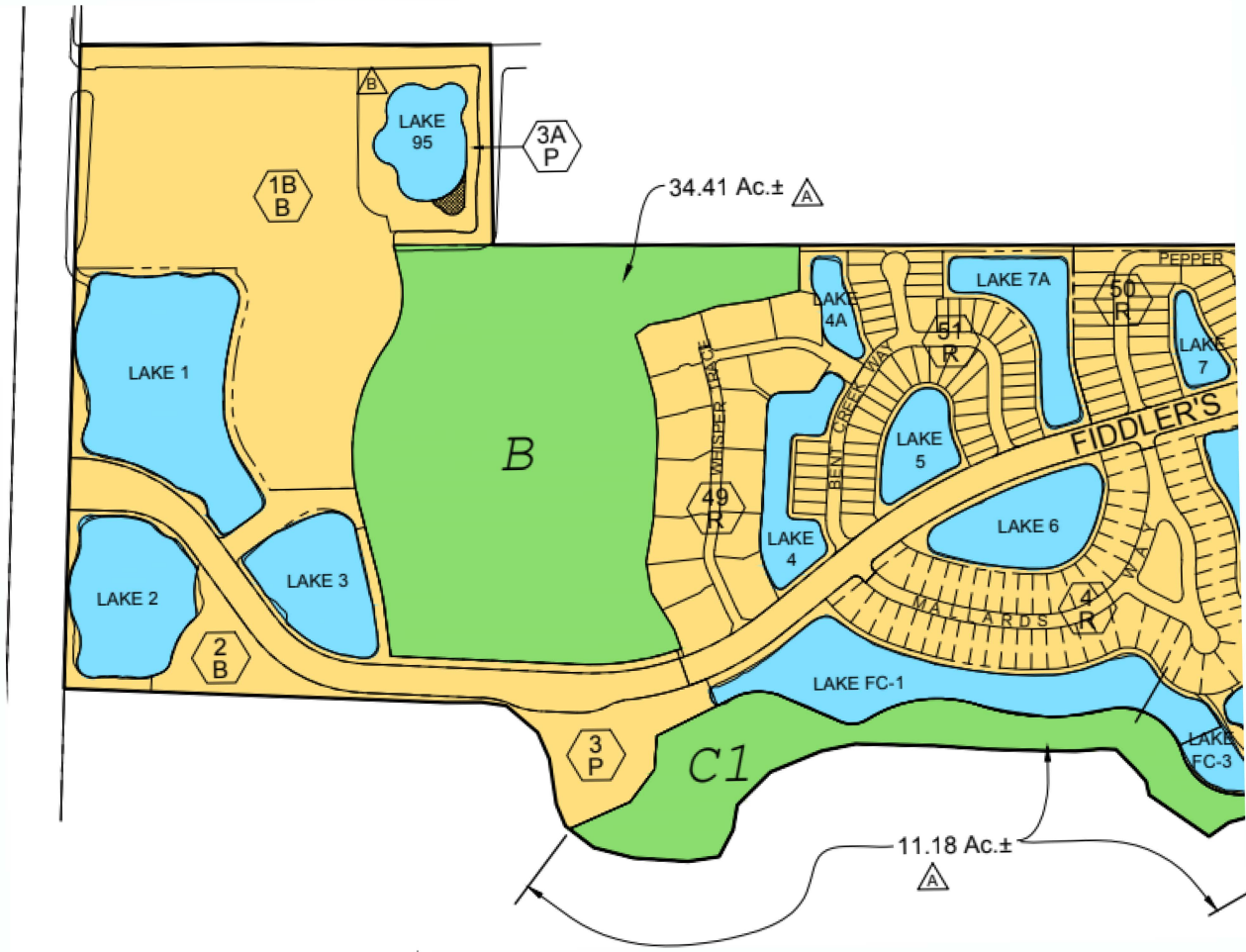
Fiddler's Creek CDD #1 Site Maps

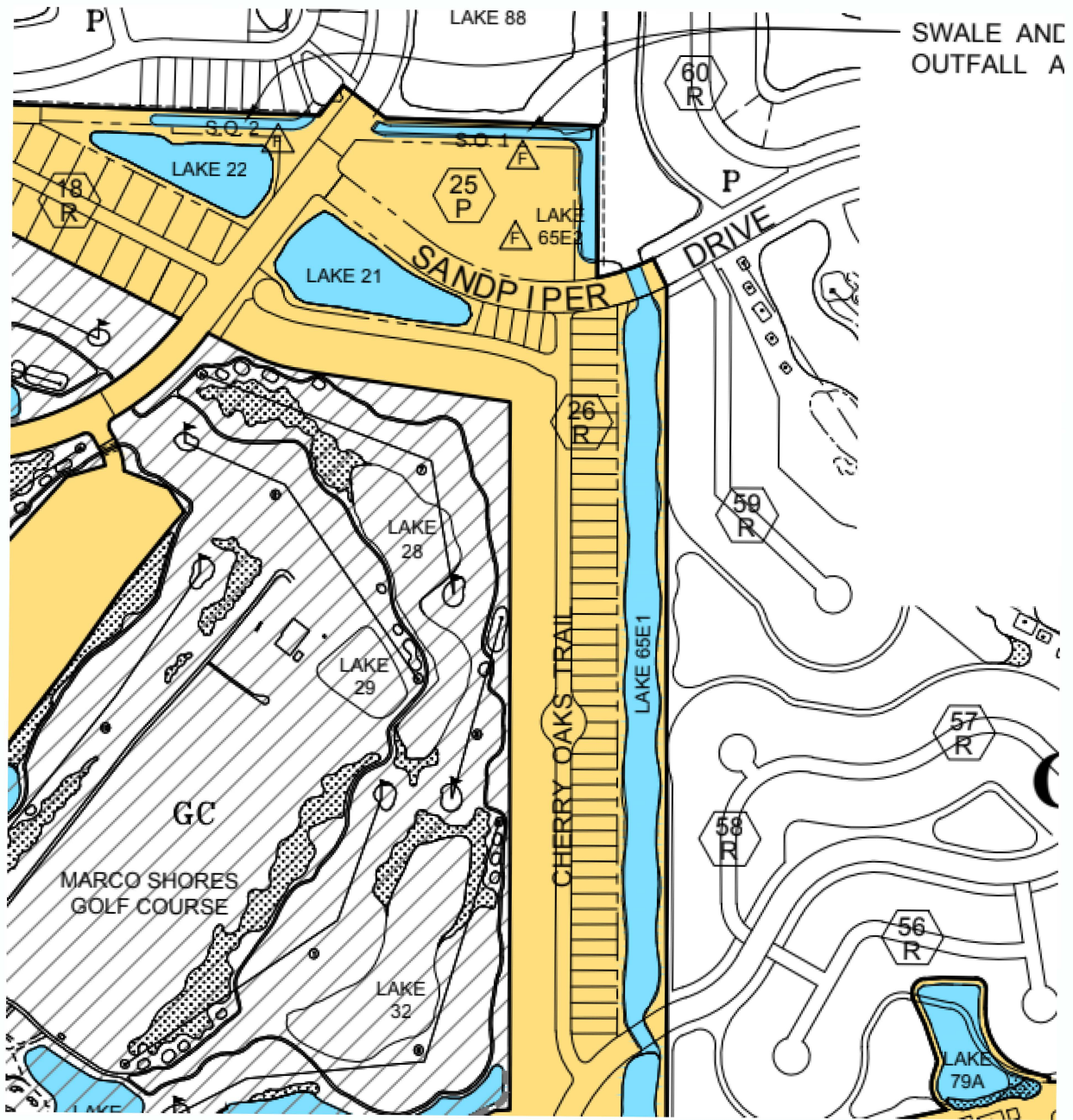


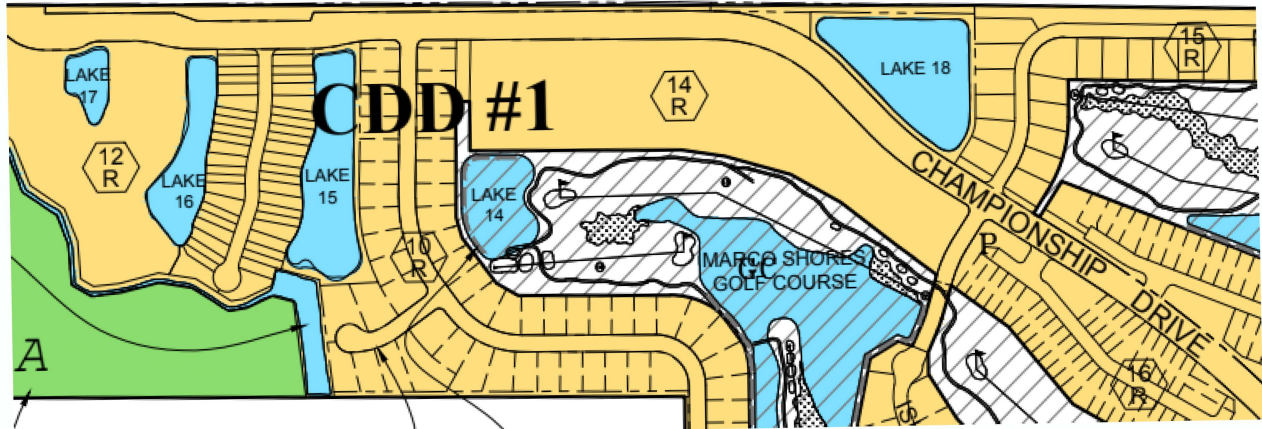












FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

5A

CDD I

JUNE 2023

PRESENTED BY: RYAN HENNESSEY

CDD I CONTRACTED RESPONSIBILITIES

1. Tree Canopy Trimming
2. Irrigation
 - Irrigation@Fiddlerscreek.com
3. Pressure Washing
 - Pressurewashing@Fiddlerscreek.com

TREE CANOPY TRIMMING

- Trimming Palm Trees
- Trimming Ficus



IRRIGATION PROJECTED USAGE

- 19 Programmed Village Satellites
 - Monday, Wednesday & Saturday
 - 9:00 pm – 8:00 am
 - 12 Possible Run Cycles / 10 Run Cycles
 - 2 Rain Holds
- 11 Programmed Common Satellites
 - Tuesday, Thursday & Sunday
 - 13 Possible Runs / 10 Run Cycles
 - 3 Rain Holds
- June Water Estimated Calculation Usage
 - Villages: 7,362,580 Gallons
 - Common: 3,021,570 Gallons
- Total Water Usage in June 2023 was 50,169,697 gallons versus 49,374,049 gallons in June 2022



Irrigation manager monitored the daily downloads from the central computer to the satellites. No issues were experienced for the month of June that required any significant repairs.

PRESSURE WASHING

- Past 30 Days
 - Completed work on Cherry Oaks and Aviamar
- Projected Next 30 Days:
 - Working in Oyster Harbor



Current Month's Projected Plan

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

2023 Mapping

MAY

JUNE

JULY



The Club & Spa

Tennis & Pickleball Facility

Temporary Driving Range

Marsh Pointe

Future Wellness and Tennis Center

Future Golf Clubhouse and Driving Range

ENTRANCE & GATEHOUSE

PUBLIC SWIMMING CENTER

CCRC

INFORMATION CENTER

GATEHOUSE

COLLEEN BOUTCHER



Questions?



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

5B

Safety Department Update

Department of Safety, Health & Environment

DIRECTOR OF COMMUNITY SERVICES –
Ryan Hennessey

SAFETY MANAGER – Richard Renaud



Fiddler's Creek®

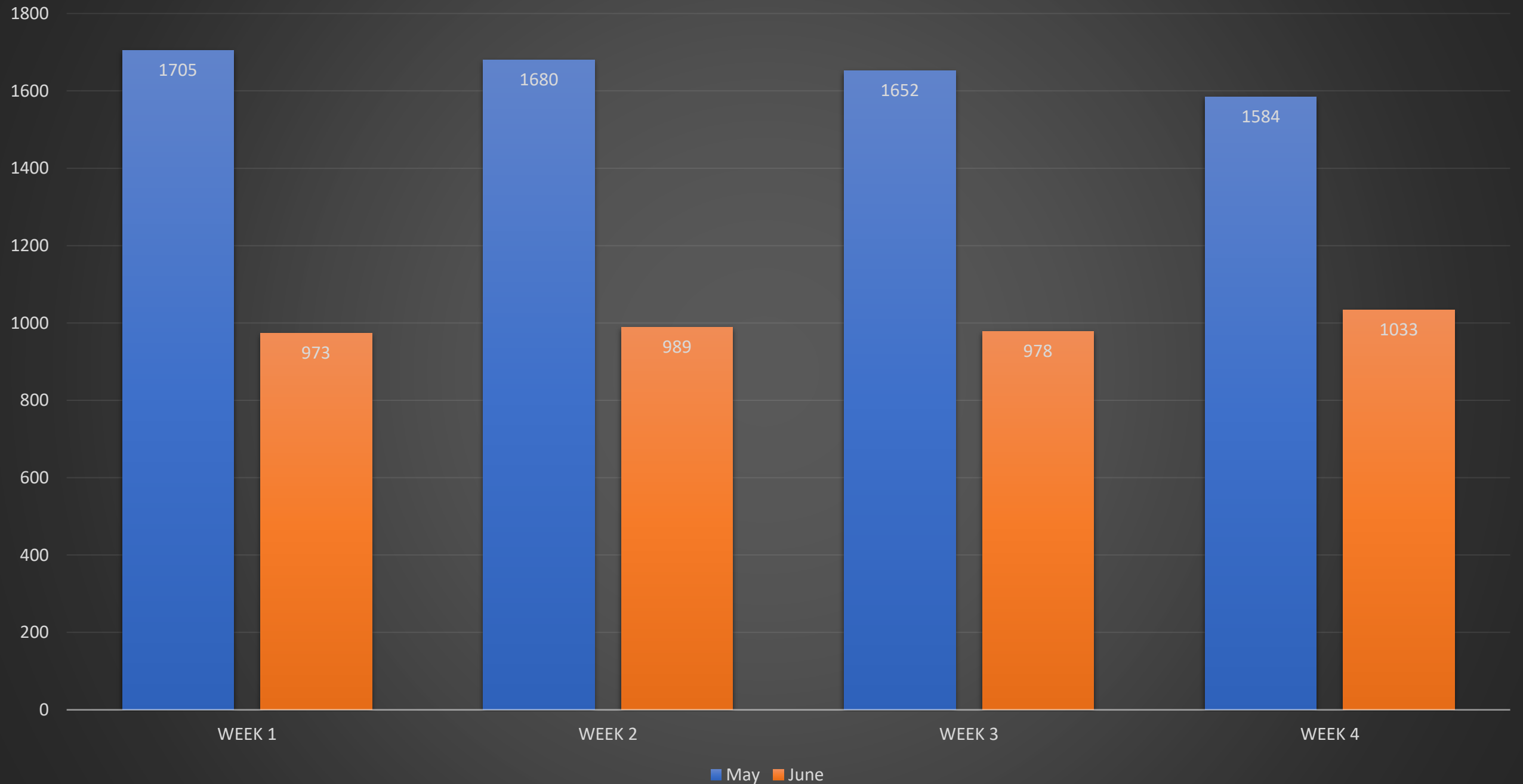
Gate Access Control

- 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, 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: May 2023-June 2023

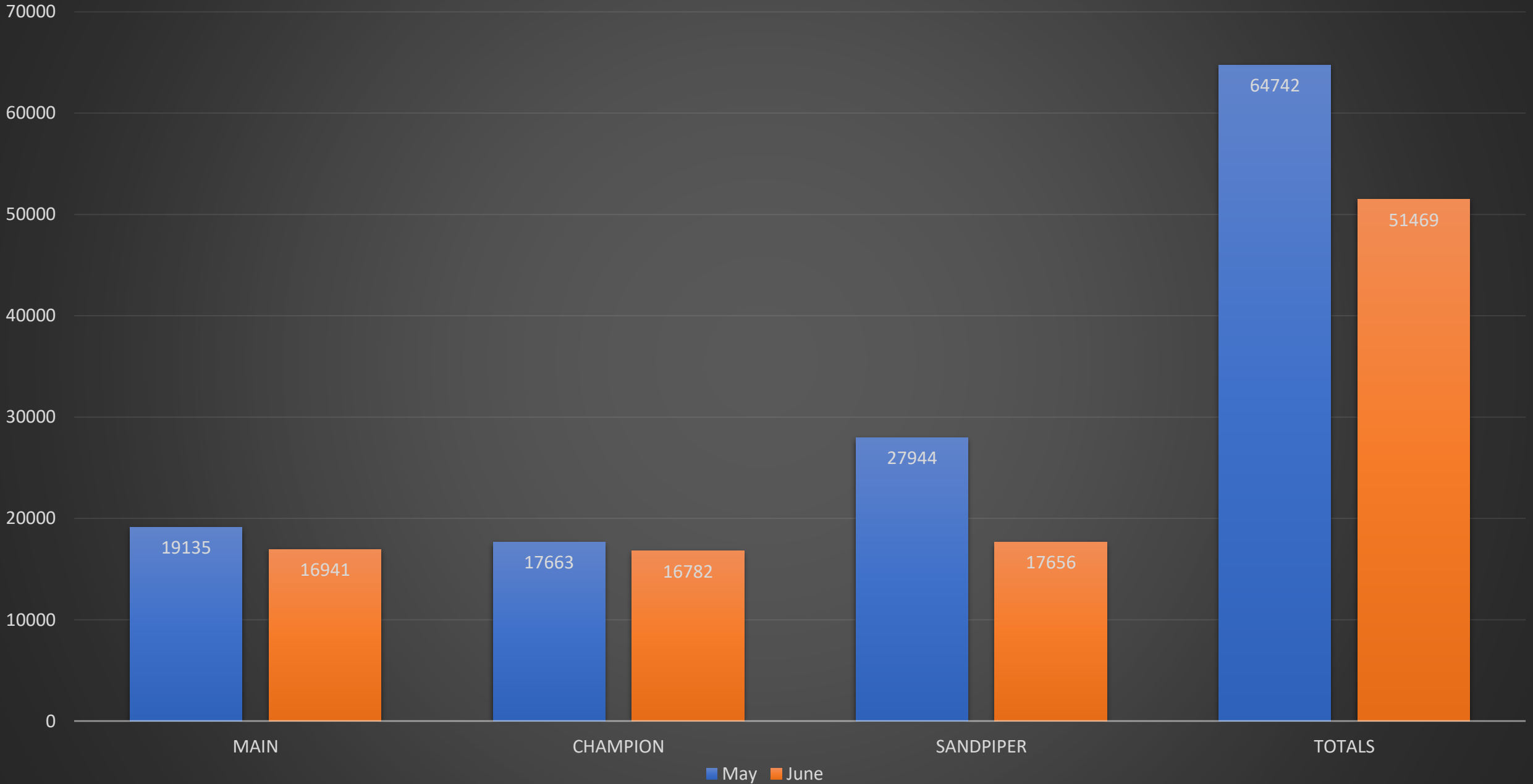


GATEHOUSES and PATROLS

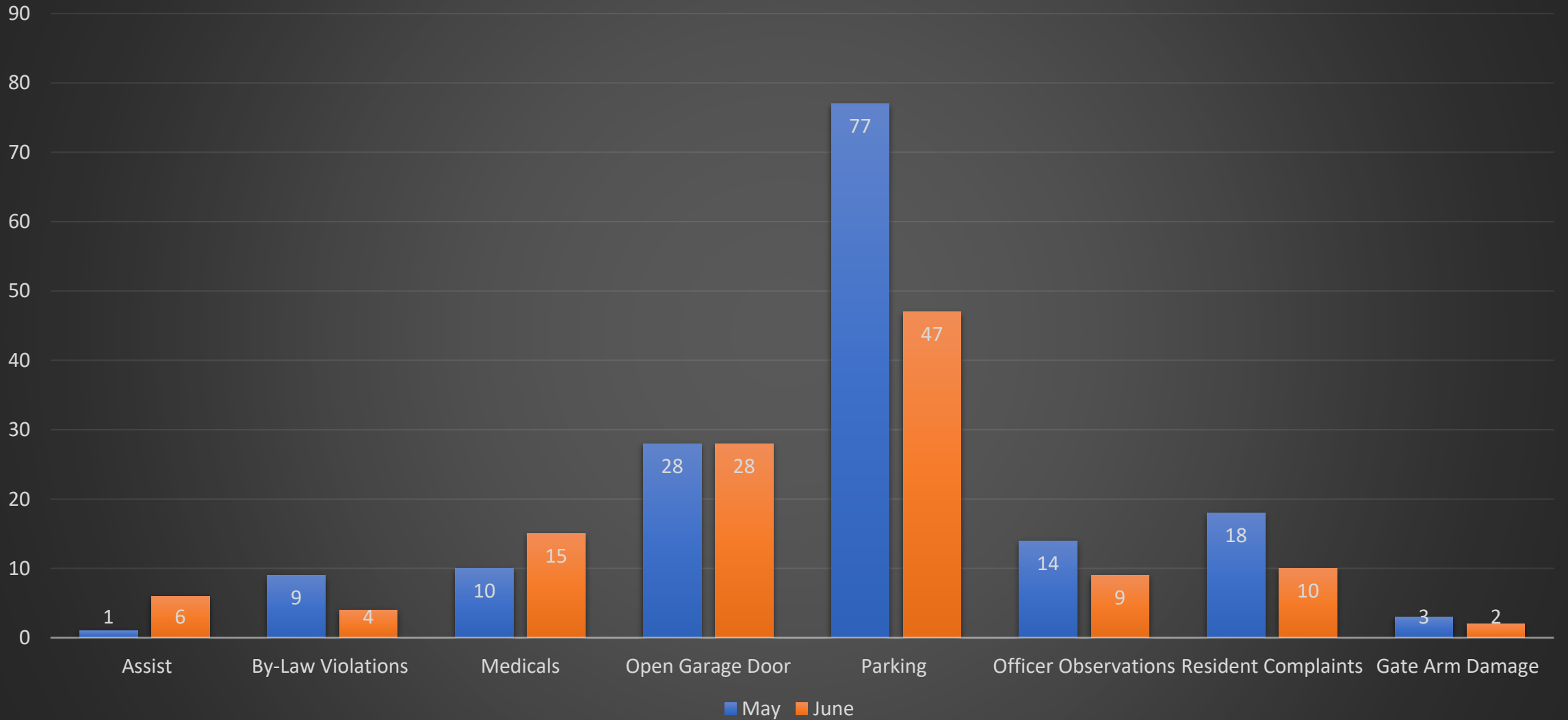
- Sandpiper, Championship, Main
- 24x7
- 2 Patrols per shift.
- 24x7



GATE HOUSE ACTIVITY: May 2023-June 2023



Incident Reports: May 2023-June 2023

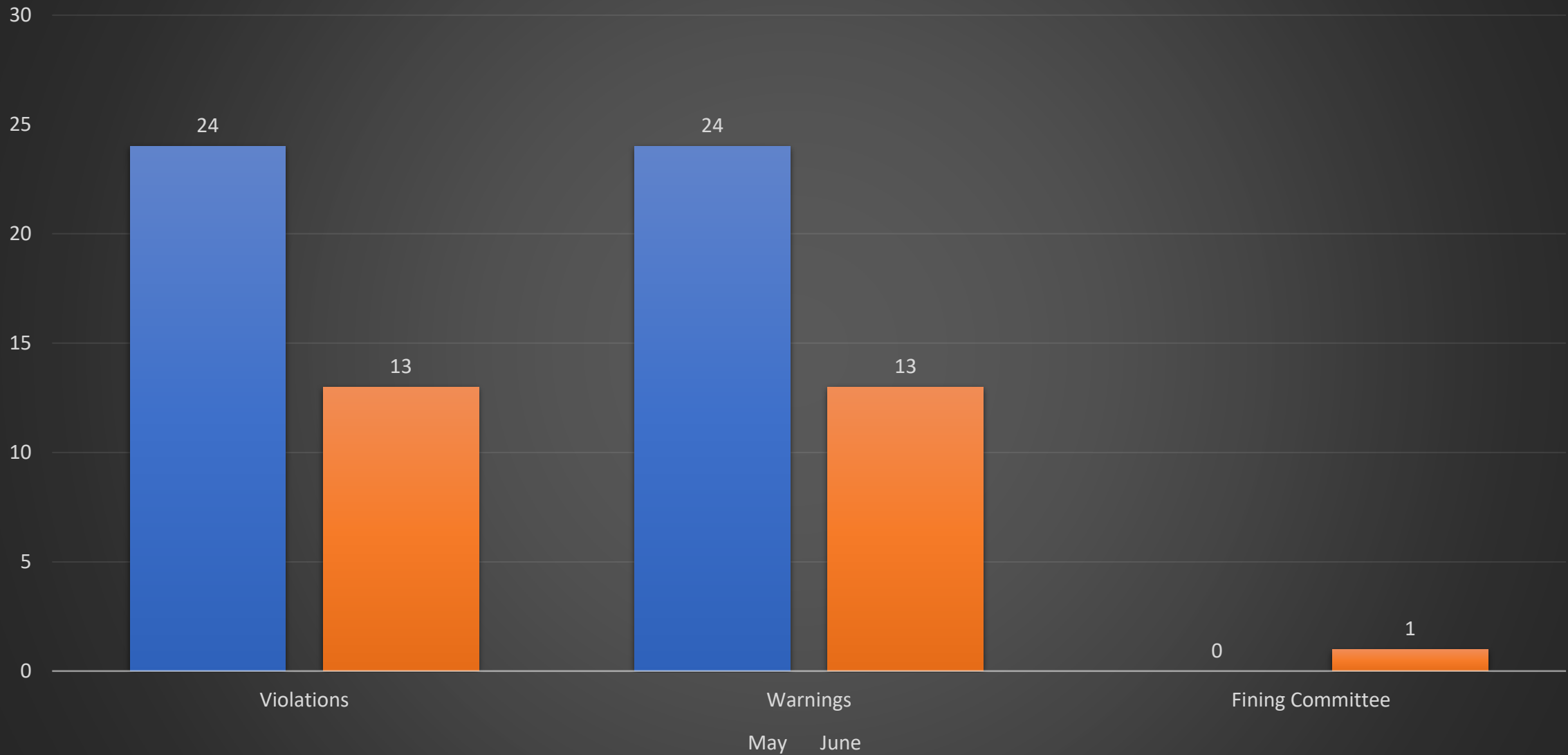


SPEED DETECTION and ENFORCEMENT

- Portable speed detection device
- Deployed throughout Fiddler's Creek at random
- Fixed devices located on Cherry Oaks Trail



Traffic Hawk Speeding Violations: May 2023-June 2023



Fiddler Creek Stats

June 11th - July 11th , 2023

For Fiddlers Creek Parkway for the dates listed above, there were a total of 20 calls that had occurred. Most of these incidents involved Traffic Stops and Crime Prevention Patrols

Incident Type	Totals
Crime Prevention	9
Traffic Stops	8
Reckless Vehicle	3
Grand Total	20

Fiddler Creek Stats

April 11th – July 11th, 2023

For Fiddler's Creel Parkway for the dates listed above, there were a total of 87 calls that had occurred. Most of these incidents involved Traffic Stops and Crime Prevention Patrols.

Incident Type	Total
Traffic Stops	44
Crime Prevention	21
Unknown Problem	5
Reckless Vehicle	5
Crashes	4
Disabled Vehicles	3
Medical Emergency	1
Grand Theft	1
Property Damage	1
Fire	1
Traffic Problem	1
Obstruction Roadway	1
Animal Complaint	1
Grand Total	89

QUESTIONS?

- Thank you



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

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PROPOSAL

Divisions of Southern Striping Solutions, LLC.

239.591.5903 office
239.351.6080 cell
239.280.0762 fax

www.collierpave.com

Date: 16-May-23
Estimate # _____
Project: 7722 Mulberry Ln
Contractor: Hole Montes - CDD #1
Location: Fiddler's Creek
Scope: Road Repairs & Concrete Repairs

due to tree roots

Item No.	Description	Unit	Quantity	Unit Price	Extension
0.1	Mobilization - General Conditions	LS	1	\$ 1,193.00	\$ 1,193.00
0.2	Remove and Replace Existing Valley Gutter to proper elevations <i>#7722 Mulberry Ln</i>	LF	40	\$ 81.20	\$ 3,248.00
0.3	Mill Lane width Includes Root Removal/Damage (Approx. 13' x 50')	LS	1	\$ 3,908.08	\$ 3,908.08
0.4	S-III Asphalt Paving - 1.5" to 4" Avg	LS	1	\$ 10,406.32	\$ 10,406.32
TOTAL PRICE SUBMITTED					\$ 18,755.40

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 90/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: 2023.05.16
 14:31:13 -04'00'

J. Alex DeMarco
 Director of Operations

Date of Acceptance _____

by: _____



Divisions of Southern Striping Solutions, LLC.

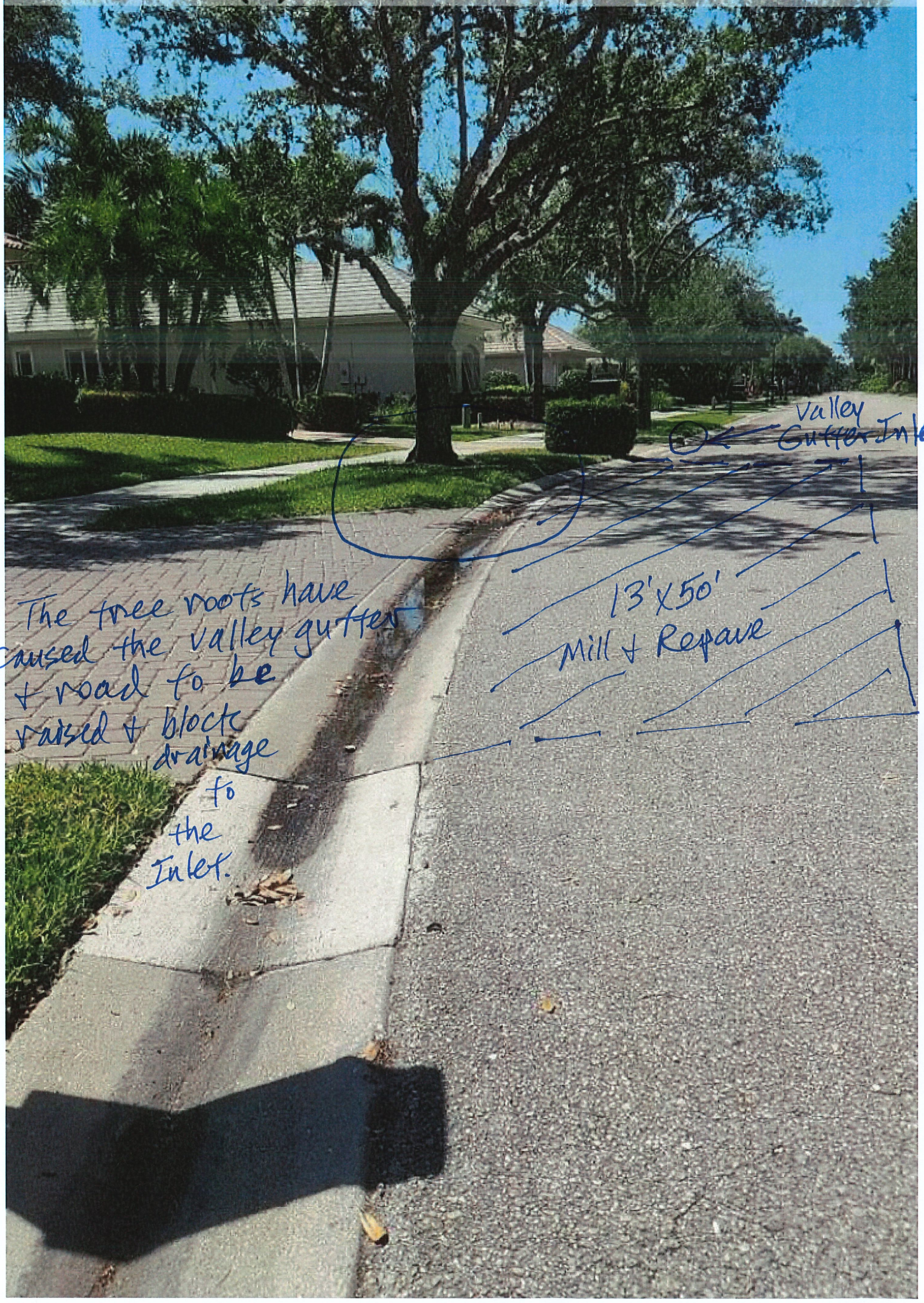
239.591.5903 office
239.351.6080 cell
239.280.0762 fax

www.collierpave.com

The tree roots have caused the valley gutter + road to be raised + block drainage to the Inlet.

Valley Gutter Inlet

13' x 50'
Mill + Repave



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

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AJC Associates, Inc.

Specializing in Community Development District Assessment Rolls

March 1, 2023

Fiddler's Creek Community Development District #1
c/o Chuck Adams
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

RE: Termination of Assessment Roll Contract with AJC Associates, Inc.

Dear Supervisors,

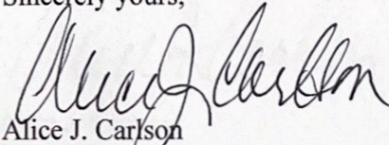
Per recital 6 of the contract between AJC Associates, Inc. and Fiddler's Creek Community Development District #1 I am notifying you that I will not be renewing my contract for the fiscal year 2024.

The consulting contract states that it will automatically renew for a 12 month period if notice isn't given of termination by either myself or the district by April 1 of each year.

I will work with the accounting staff at Wrathell, Hunt & Associates, LLC for a smooth transition over the 2024 budget process and will continue to provide the services in my contract until September 30, 2023.

It has been a pleasure working with the Board, the management company and property owners.

Sincerely yours,



Alice J. Carlson
President

**FIRST AMENDMENT TO THE DISTRICT MANAGEMENT SERVICES AGREEMENT BETWEEN
FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1
AND WRATHELL, HUNT AND ASSOCIATES, LLC**

THIS FIRSTAMENDMENT (“First Amendment”) is entered into as of this 26th day of July, 2023, by and between:

Fiddler’s Creek Community Development District #1, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

Wrathell, Hunt and Associates, LLC, a Florida limited liability company, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**Manager**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established pursuant to Florida Land and Water Adjudicatory Commission Rule 42X-1002 as amended (the “**Rule**”), which authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure within or without the boundaries of the District; and

WHEREAS, the District and Manager entered into certain *District Management Services Agreement*, with Fiddler’s Creek CDD #1, dated May 25, 2005, a copy of which is attached hereto and incorporated by reference herein as **Exhibit A** (the “**Agreement**”), to provide district management services for the District; and

WHEREAS, each of the parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Manager agree as follows:

SECTION 1. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 2. The Agreement is hereby amended as follows:

A. The Services Agreement is hereby amended to add the provision of Assessment Roll Management Services pursuant to the Assessment Roll Management Proposal and Scope of Services attached hereto as **Exhibit B**. As compensation for the Assessment Roll Services, the District agrees to pay Manager the annual fee of Twelve Thousand Four Hundred Seventy Five Dollars (\$12, 475).

SECTION 3. To the extent that the terms of the Agreement conflict with the terms set forth in Section 2 above, the terms of this First Amendment shall control.

SECTION 4. All other terms of the Agreement shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the parties hereto have signed this First Amendment to the Agreement on the day and year first written above.

Attest:

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

Secretary

Chair/Vice Chair, Board of Supervisors

Attest:

WRATHELL, HUNT AND ASSOCIATES, LLC

Print Name: _____

Name: _____

Title: _____

Exhibit A: District Management Services Agreement

Exhibit B: Assessment Roll Management Proposal and Scope of Service

Exhibit A
District Management Services Agreement

DISTRICT MANAGEMENT SERVICES
AGREEMENT
[Fiddler's Creek No.1]

THIS AGREEMENT, made and entered into as of the 25th day of May, 2005, by and between **Wrathell, Hart, Hunt & Associates, LLC**, a Florida Limited Liability Corporation whose address is 1200 NW 17th Avenue, Suite 13, Delray Beach, Florida 33445, hereinafter called the "**MANAGER**" and the **Fiddler's Creek Community Development District No. 1**, c/o Anthony P. Pires, Jr., 3200 North Tamiami Trail, Suite 200, Naples, Florida, 34103, hereinafter called the "**DISTRICT** or "District"

WITNESSETH:

WHEREAS, the **DISTRICT** desires to employ the services of the **MANAGER** for the purpose of providing management and financial accounting and financial advisory services for the **DISTRICT**, as required to meet the needs of the **DISTRICT** during the contract period; and,

WHEREAS, the **MANAGER** has, through its Proposal presented at the meeting of the Board of Supervisors of the District on April 27, 2005 [a copy of said Proposal being attached hereto as **Exhibit "A"**], represented that it can provide services as required by the **DISTRICT**; and,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements expressed and contained herein, and for other good and valuable consideration, receipt of which is acknowledged by the parties, the parties agree as follows:

1. **COMMENCEMENT**. The **MANAGER** shall commence the work under this Agreement on July 2, 2005, provided however that beginning as of May 25, 2005, the **MANAGER** shall, at no cost or expense to the **DISTRICT** engage in the transition process to transfer the operations and management from Severn-Trent Services to the **MANAGER**.
2. **STATEMENT OF WORK**. The **MANAGER** shall provide professional management and financial accounting and advisory services for the **DISTRICT** in accordance with the terms and conditions of the specifications of the Proposal, **Exhibit "A"**, which is made an integral part of this Agreement.
3. **COMPENSATION**. The **DISTRICT** agrees to compensate the **MANAGER** in accordance with the fee schedule set forth in **Exhibit "A"**, including, but not limited to management fees, accounting services, dissemination agent, computer services, rentals and leases and field management services. Special assessment services shall be provided by a separate entity by way of a contract between the District and said separate entity. The total and cumulative amount of compensation to Manager under this Agreement shall not exceed the amount of funds budgeted for these services by the District. In addition, the **DISTRICT** agrees to compensate **MANAGER** for reimbursable expenses incurred during the course of performance of this Agreement, including, but not limited to, out of pocket expenses for travel on **DISTRICT** business [consistent with State law], express mail, computerized research and work processing charge, long distance telephone, postage, photocopying and courier.

4. **PAYMENT.** Payment will be made monthly upon receipt of the proper invoice and in compliance with Section 218.70, F.S., otherwise known as the "Florida Prompt Payment Act".
5. **TERM.** Subject to the provisions for termination as set forth below, the term of this Agreement shall begin on the date outlined in Paragraph 1 above and shall continue until terminated, and shall be deemed to be a continuing contract. The Agreement may be terminated as follows:
- a) upon notice by the **DISTRICT** for "good cause", which shall include, but not be limited to, a breach of this Agreement by **MANAGER**, misfeasance, malfeasance, nonfeasance or dereliction of duties by **MANAGER**, unless Paragraph "d" of this section applies. The **DISTRICT** shall be the sole judge of non-performance; or
 - b) upon the dissolution or court-declared invalidity of the **DISTRICT**; or
 - c) upon the dissolution of the **MANAGER**; upon the filing of any petition in bankruptcy involving the **MANAGER**; or, upon the filing of any assignment for the benefit of creditors of the **MANAGER**; or
 - d) by either party, for any reason, upon 60 days written notice; or
 - e) by the **DISTRICT**, upon five (5) business days written notice, if the **MANAGER** changes Chesley (Chuck) Adams as the Primary Person under the Agreement.

Upon the Agreement being terminated, **MANAGER** will take all required and necessary actions to transfer all the books and records of the **DISTRICT** in its possession in an orderly fashion to the **DISTRICT** or its designee

6. A. The **MANAGER** shall devote such time as is necessary to complete the duties and responsibilities assigned to the **MANAGER** under this Agreement.
- B. The **MANAGER** covenants and agrees that for a period of not less than one year from the commencement of services under this Agreement, Chesley (Chuck) Adams will be the designated manager and the Primary Person for the **DISTRICT**.
- C. The **MANAGER** covenants and agrees that it shall use its best efforts and diligently pursue hiring and retaining an individual that will be dedicated by the **MANAGER** to be the assistant of Chesley (Chuck) Adams.

7. The signature on this Agreement by the **MANAGER** shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.

8. The **MANAGER** represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The **MANAGER** further represents that no person having any interest shall be employed for said performance.

9. The **MANAGER** shall promptly notify the **DISTRICT** in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the **MANAGER'S** judgment or quality of services being provided hereunder. Such written notification shall identify the prospective

business association, interest or circumstance, the nature of work that the **MANAGER** may undertake and request an opinion of the **DISTRICT** as to whether the association, interest or circumstance would, in the opinion of the **DISTRICT**, constitute a conflict of interest if entered into by the **MANAGER**. The **DISTRICT** agrees to notify the **MANAGER** of its opinion by certified mail within thirty (30) days of receipt of notification by the **MANAGER**. If, in the opinion of the **DISTRICT**, the prospective business association, interest or circumstance would not constitute a conflict of interest by the **MANAGER**, the **DISTRICT** shall so state in its opinion and the association, interest, or circumstance shall not be deemed in conflict of interest with respect to services provided to the **DISTRICT** by the **MANAGER** under the terms of this Contract. This Agreement does not prohibit the **MANAGER** for performing services for any other special purpose taxing **DISTRICT**, and such assignment shall not constitute a conflict of interest under this Agreement.

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

11. The **MANAGER** warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.

12. The **MANAGER** hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.

13. The **DISTRICT** acknowledges that the **MANAGER** is not an attorney and may not render legal advice or opinions. Although the **MANAGER** may participate in the accumulation of information necessary for use in documents required by the **DISTRICT** in order to finalize any particular matters, such information shall be verified by the **DISTRICT** as to its correctness; provided, however, that the **DISTRICT** shall not be required to verify the correctness of any information originated by the **MANAGER** or the correctness of any information originated by the **MANAGER** which the **MANAGER** has used to formulate its opinions and advice given to the **DISTRICT**.

14. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in the appropriate state court in Collier County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

15. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or may be faxed, as follows:

As to the Manager:

**Wrathell, Hart, Hunt & Associates, LLC,
1200 NW 17th Avenue, Suite 13
Delray Beach, Florida 33445
ATTN: Chesley Adams
Fax Number: 561-276-3780**

As to the District:

**WOODWARD, PIRES & LOMBARDO, P.A.
3200 North Tamiami Trail, Suite 200
Naples, Florida 34103
ATTN: Mr. Anthony P. Pires, Jr.
Fax Number: 239-649-7342**

The **MANAGER** and the **DISTRICT** may change their respective above mailing address(es) or fax number(s) at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

16. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. This agreement shall be automatically renewable each Fiscal Year of the **DISTRICT**, unless otherwise terminated by either party. Negotiations shall be held prior to the **DISTRICT's** Fiscal Year end. The **DISTRICT** will consider price adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed during the next twelve (12) month period. Such evidence of price adjustments will be approved by the **DISTRICT** in its adopted Fiscal Year Budget and said Budget shall serve as the compensation amount to be paid during the ensuing Fiscal Year.

17. The primary responsibility for the services to be performed for the **DISTRICT** under this Agreement shall be provided by Chesley (Chuck) Adams (the "Primary Person") , with offices located in Southwest Florida. The **MANAGER** shall notify the **DISTRICT** in writing of the location and establishment of this local office by no later than July 15, 2005

18. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits, licenses, certifications and approvals necessary for performance of this Agreement by the **MANAGER** shall be obtained by the **MANAGER**. The **MANAGER** shall also be solely responsible for compliance with all rules, regulations and laws of the **DISTRICT**, Collier County, the State of Florida, applicable agencies and the U.S. Government now in force or hereafter adopted. The **MANAGER** agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the **MANAGER**.

19. **NO IMPROPER USE.** The **MANAGER** will not use, nor suffer or permit any person employed by them to use in any manner whatsoever, **DISTRICT** facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, **DISTRICT** or County ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In addition to and not as a limitation of any rights that the **DISTRICT** has under this Agreement, In the event of such violation by the **MANAGER** or if the **DISTRICT** or its authorized representative shall deem any conduct on the part of the **MANAGER** to be objectionable or improper, the **DISTRICT** shall have the right to suspend the contract of the **MANAGER**. Should the **MANAGER** fail to correct any such violation, conduct or practice to the satisfaction of the **DISTRICT** within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The **MANAGER** further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the **DISTRICT**.

20. **NO DISCRIMINATION.** The **MANAGER** agrees that there shall be no discrimination as to race, sex, color, creed or national origin.

21. **INSURANCE.** The **MANAGER** shall provide insurance as follows:

- a. **Commercial General Liability:** Coverage shall have minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent **MANAGERS**; Products and Completed Operations and Contractual Liability.
- b. **Business Auto Liability:** Coverage shall have minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
- c. **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$1,000,000 for each accident.

- d. **Professional Liability:** Coverage shall have minimum limits of \$2,000,000.

Special Requirements: the **DISTRICT** shall be listed as the Certificate Holder and included as an Additional Insured on the Comprehensive General Liability Policy.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by **MANAGER** during the duration of this Agreement. Renewal certificates shall be sent to the **DISTRICT** thirty (30) days prior to any to any expiration date. There shall be a thirty (30) day written notification to the **DISTRICT** in the event of cancellation or modification of any insurance coverage.

MANAGER shall insure that all sub-managers comply with the same insurance requirements that he is required to meet. The **MANAGER** shall provide **DISTRICT** with certificates of insurance meeting the required insurance provisions.

22. **ASSIGNABILITY** This Agreement may not be assigned by the **MANAGER** without the prior specific written approval of the **DISTRICT**.

23. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.

ATTEST:

By: CQE Adams

Fiddler's Creek Community Development
District No. 1

By: QAM

Q GRADY MINOR, CHAIRMAN

Dated MAY 25, 2005

Wrathell, hart, Hunt & Associates, LLC.

First Witness

[print name]

By: [Signature]

Craig A. Wrathell
Managing Partner
Philip G. Hunt, Jr.
Its Managing Member

Dated: 5/27/05

Second Witness

[print name]

EXHIBIT "A"
MANAGEMENT

1. General Consultation, Meetings and District Representation.

As the District's Manager, consult with the District Board of Supervisors and its designated representative, and when necessary, participate in such meetings, discussions, project site visits, workshops and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services set forth herein with regards to the projects and general interest of the District.

Consultation and representation work with pertinent public agencies and private individuals in connection with the interests of the District.

The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control; coordination and administration of various professional service elements.

2. Meetings of the Board of Supervisors.

The Manager shall attend regular and special meetings of the Board of Supervisors.

3. To prepare and submit to the District's Board of Supervisors a proposed Annual Budget and to administer the Adopted Budget of the District.

4. The Manager shall consult with and advise the District on matters related to the operation and maintenance of the District's works.

5. The Manager shall coordinate the activities and advise any advisory boards of the District.

6. The Manager shall be responsible for the appointment, supervision and removal of all District personnel.

7. The Manager shall implement the policies established by the District, in connection with the operation of the District.

8. The Manager shall provide all other services necessary to effectively manage the operation of the District.

EXHIBIT "A" - continued

MINUTES AND RECORDS

To define and implement a system of records management for the District, including a concise and accurate record of the official actions of the Board of Supervisors, and any appointed Boards or Committees.

These responsibilities include such items as:

- Custody of the District's Seal
- Records custodian and records management liason with State of Florida overseeing the storage of inactive files and destruction of obsolete files.
- Maintaining and safeguarding the minutes of public meetings, resolutions, contracts and agreements.
- Responding to public records requests.

Filing of approved minutes with required agencies.

EXHIBIT "A" - continued

ACCOUNTING

To define and implement an integrated financial management reporting system which will allow the District to present fairly and with full disclosure the financial position and results of financial operations of the funds and account groups in conformity with generally accepted accounting principals and to determine and demonstrate compliance with finance-related legal and contractual provisions.

Budget Management

To provide for the accounting, reporting and control of revenues and expenditures in accordance with the District's needs. To prepare and report periodically a budget versus actual statement.

General Ledger

To prepare and implement a set of self-balancing accounts for all District funds. To ensure that all general ledger accounts and journal entries are recorded in accordance with federal, state, and local requirements. To ensure the payment of all invoices in accordance with District requirements including the preparation of payroll and reports.

Reporting

To provide information in accordance with legal and District management requirements. Financial information is reported at any level organizationally or functionally.

Cash Management

This function allows for daily, weekly, monthly, and yearly reporting of cash balances by fund.

Revenue Reporting

This function accounts for all revenues of the District. Financial information by

organization and project, including revenue sources, is shown in an estimate versus actual format. Revenues are reported in compliance with the requirements and are recorded at the appropriate time for cash, full accrual or modified accrual basis of accounting.

EXHIBIT "A" - continued

**FEE SCHEDULE
[BALANCE OF FY2004-2004*]**

Fiddler's Creek I

GF-001

Management	\$12,156
Rentals and Leases	\$1,209
Field Management	\$5,742

Debt Service (Series 1996)

Accounting	\$1,650
Dissemination Agent	\$1,312.

Debt Service (Series 1999)

Accounting	\$1,650
Dissemination Agent	\$1,313

Debt Service (Series 2002)

Accounting	\$1,125
Dissemination Agent	\$1,250

TOTAL : \$27,407

***BASED UPON ANNUAL FEE OF \$109,268**

EXHIBIT "A" - continued

**FEE SCHEDULE
[FY2005-2006]**

Fiddler's Creek I

GF-001

Management	\$48,145
Rentals and Leases	\$4,837
Field Management	\$22,966

Debt Service (Series 1996)

Accounting	\$6,660
Dissemination Agent	\$5,250

Debt Service (Series 1999)

Accounting	\$6,660
Dissemination Agent	\$5,250

Debt Service (Series 2002)

Accounting	\$4,500
Dissemination Agent	\$5,000

TOTAL ANNUAL FEE: \$109,268

Exhibit B

Assessment Roll Management Proposal and Scope of Services

Exhibit B - Assessment Roll Management Proposal and Scope of Services

Wrathell, Hunt and Associates, LLC, would like to propose the following fees for its services for the Fiddler’s Creek Community Development District #1.

The fee, proposed herein, reflects the types of and the levels of services currently provided to the District by its former provider and reflects the proposed fee for Fiscal Year 2023, which would be prorated based on the actual length of service. Fees for subsequent fiscal years would be adjusted by the CPI index but, in no event, would increase by more than \$5 per annum.

Assessment Roll Management Services

FEE PROPOSED

\$ 12,745

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

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- Customer would be confirmed by WHA as District Manager,
- SCM Money Market would be opened in the name of the District with District TIN. Accounts will be collateralized as defined in Chapter 280, FS.
- Interest would be posted monthly and compounded.
- Minimum amount of initial deposit for each account would be \$500,000.
 - For accounts with balances in excess of \$500,000 the rate would be indexed to the Federal Funds Rate minus 75 points. The rate as of July 7, 2023 would be 4.50%.
 - For accounts where balances decline to levels between \$200,000 and \$499,000, the rate would be indexed to the Federal Funds Rate minus 100 basis points. The rate as of July 7, 2023 would be 4.25%.
 - For accounts where balances decline to levels below \$200,000 the rate would be 3.50%.
 - Account balance measurements will be taken the first business day of each month.



**AUTHORIZATION RESOLUTION FOR CHURCHES,
OTHER NONPROFIT ORGANIZATIONS AND OTHER
ORGANIZATIONS**

TO: SYNOVUS BANK
(referred to in this document as the "Financial Institution")

BY: CUSTOMER
(referred to in this document as the "Organization")

1) ACCOUNT INFORMATION	Employer Identification Number	Account number (if existing)
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2) GOVERNING DOCUMENTS	The undersigned certifies that the undersigned has delivered or, contemporaneously herewith, will deliver to the Financial Institution true, correct and complete copies of the Organization’s organizational and governing documents (e.g., Articles of Incorporation or Organization, Bylaws, Operating Agreements) to the extent said documents exist and that the powers granted in this resolution are not in contravention with the Organization’s governing documents.
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3) AUTHORIZING RESOLUTION	The undersigned hereby certifies that the following resolutions were properly adopted in accordance with the governing documents of the Organization.
----------------------------------	---

The governing body of the Organization hereby resolves that:

- a) The Financial Institution is designated as a depository for the funds of the Organization and to provide other financial services as provided for in this resolution.
- b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and accepted by the Financial Institution. Any and all prior resolutions adopted by the governing body of the Organization relating to the Financial Institution as governing the operation of the Organization’s account(s), are, and shall continue (except as expressly modified hereby), in full force and effect, until the Financial Institution receives and acknowledges express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for such changes.
- c) Any and all transactions by or on behalf of the Organization with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- d) Any of the persons named in Section 4 below (each, an “Authorized Person”) are, each independently and without the need of any other Authorized Person, authorized to make any and all contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with the Financial Institution, concerning funds deposited with the Financial Institution, moneys borrowed from the Financial Institution or any other business transaction by and between the Organization and the Financial Institution subject to any restrictions stated below, or otherwise agreed to in writing.
- e) The Organization agrees to the terms and conditions of any account agreement, properly opened by any Authorized Person of the Organization. The Organization authorizes the Financial Institution, at any time, to charge the Organization for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution.
- f) The Organization acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to the Authorized Persons to facilitate the powers authorized by this resolution or other resolutions in effect at the time of issuance. The term “automated access device” includes, but is not limited to, credit cards, debit cards and automated teller machines (ATM).
- g) The Organization acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Authorized Persons named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing. If a facsimile signature has been filed separately with the Financial Institution by the Organization, the Financial Institution is authorized to treat the facsimile signature as the signature of the Authorized Person(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature on file.

4) AUTHORIZED PERSON SIGNATURES	The undersigned further certifies that each of the following persons are deemed Authorized Persons of the Organization and have all of the powers indicated in the “Powers Granted” section set forth below. Each Authorized Person may bind the Organization without the need of any other Authorized Person. The Financial Institution is hereby authorized to rely on any of the signatures subscribed hereto relating to transactions of any business on the Organization’s account(s).
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Name and Title or Position

Signature

A. AUTHORIZED SIGNER NAME, Authorized Signer

B. AUTHORIZED SIGNER NAME, Authorized Signer

C. AUTHORIZED SIGNER NAME, Authorized Signer _____

POWERS GRANTED

Description of Power

- 1) Exercise all of the powers listed or otherwise contemplated in this resolution.
- 2) Open any deposit or share account(s) in the name of the Organization.
- 3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the Financial Institution.
- 4) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a safe deposit box in the Financial Institution.
- 5) Other:

5) EFFECT ON PREVIOUS RESOLUTIONS

All prior resolutions of record at the Financial Institution remain in effect unless the Organization notifies Financial Institution as provided herein.

6) CERTIFICATION OF AUTHORITY

The undersigned further certifies that the governing body of the Organization has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolution and to confer the powers granted to the persons named above who have full power and lawful authority to exercise the same.

IN WITNESS WHEREOF, I (i) have subscribed my name and affixed the seal of the Organization on the date(s) set forth below and (ii) hereby certify that, in accordance with 18 USC § 1344 and other applicable law, that on the date(s) set forth below, I am fully authorized to act on behalf of the Organization and nothing herein is false, misleading or fraudulent nor intended to defraud the Financial Institution [and agree that to the extent the forgoing is false acknowledge that I will be held personally liable].

UNDERSIGNED

ATTEST BY ONE OTHER OFFICER

Signature: _____
Name:
Title:
Date:

Signature _____
Name:
Title:
Date:

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) This resolution is superseded by resolution dated _____.

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

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**FIDDLER'S CREEK DESIGN REVIEW COMMITTEE
REQUEST FOR ALTERATIONS, REPAIRS AND RECONSTRUCTION**

[This form must be typed.]

Date: 4-5-23 Association: Mahogany Bend Village (the "Village Association")
I/We, Michael Applebaum, hereby request approval by the
Fiddler's Creek Design Review Committee for the modification shown below to residence
located at: 3741 Mahogany Bend Dr
(the "Property").

Mailing address for notices regarding this Application if different from the address of the
Property: _____

Home Telephone: _____ Other Telephone: 419-283-1575

Email: MAppleDoc@aol.com

ALTERATION/MODIFICATION BEING REQUESTED:

Install 24KW Generator
PAD & Knee wall Installed By Others.
Install (2) ATS.

Please provide all information needed to review the proposed modifications or alterations, including a detailed description of materials and colors used as well as dimensions of proposed materials. (See Mahogany Bend Design Review Criteria ("Association DRC") and Design Review Criteria and Development Standards for Residential Development on those Properties Contiguous to the Golf Club at Marco ("Golf Course DRC") available at www.fiddlerscreekmembers.com.)

- Completed Checklist (Association DRC - Exhibit "B")
- Completed Specifications and Materials Submittal (Association DRC -- Exhibit "C")
- Other information required by the FCDRC for properties adjacent to The Rookery Golf Course (See Golf Course DRC)
- Name of Company Performing Work
- Copy of County Approvals/Permit/s (if required)
- Copy of the Occupational License/s (where applicable)
- Certificate of Insurance-Certificate Holder – **MUST** be the Village Association name
- Signed and sealed engineering or architectural drawings (structural modifications or alterations)
- Other detailed drawings by landscape designer or other professional, including proposed plant types, size, quantity and location (other modifications or alterations) (See Association DRC)
- Specimens, drawings, cut sheets, paint samples, etc. (See Association DRC)
- Copy of original hardscape/paving/site/grid/location plan showing proposed alterations (structural additions, modifications or alterations)
- Copy of original planting/landscaping plan showing proposed alterations (landscaping alterations)

Note: Any expense incurred due to City/County Code changes will be the responsibility of the Applicant.

**FIDDLER'S CREEK DESIGN REVIEW COMMITTEE
REQUEST FOR ALTERATIONS, REPAIRS AND RECONSTRUCTION**

CERTIFICATION BY OWNER/S

I/We hereby make application to the Fiddler's Creek Design Review Committee ("FCDRC") for the above-described item ("Application") for approval by the FCDRC. I/We understand and acknowledge that

(a) I/We have received and read a copy of the Design Review Criteria for the Village Association.

(b) (If the Property is adjacent to The Rookery Golf Course) I/We have had an opportunity to read the Village Association Design Review Criteria and Development Standards for Residential Development on those Properties Contiguous to the Golf Club at Marco ("The Rookery Golf Course").

(c) Approval of our request must be granted in writing before I/we can have any work started.

(d) I/We could be forced to have alterations or modifications removed and/or restored if any work is conducted without approval by the FCDRC.

(e) If this request is granted "AS PRESENTED" to the FCDRC, the work must be completed as presented in the Application. Notwithstanding any of the provisions of the design review process, any change or modification to the Request, or any future exterior modifications of any kind, must be re-submitted to the FCDRC for review and approval before construction. Accordingly, the completed modification must be in conformity with the Request as approved by the FCDRC, and any condition for approval required by the Village Association.

(f) (If applicable) Because the Property is adjacent to The Rookery Golf Course, the approval of the owner of The Rookery Golf Course is required, before any work can be started. The FCDRC, in its sole discretion, may require me/us to submit additional information before the Application will be submitted to The Rookery Golf Course.



Signature of Applicant



Signature of Applicant

**FIDDLER'S CREEK DESIGN REVIEW COMMITTEE
REQUEST FOR ALTERATIONS, REPAIRS AND RECONSTRUCTION**

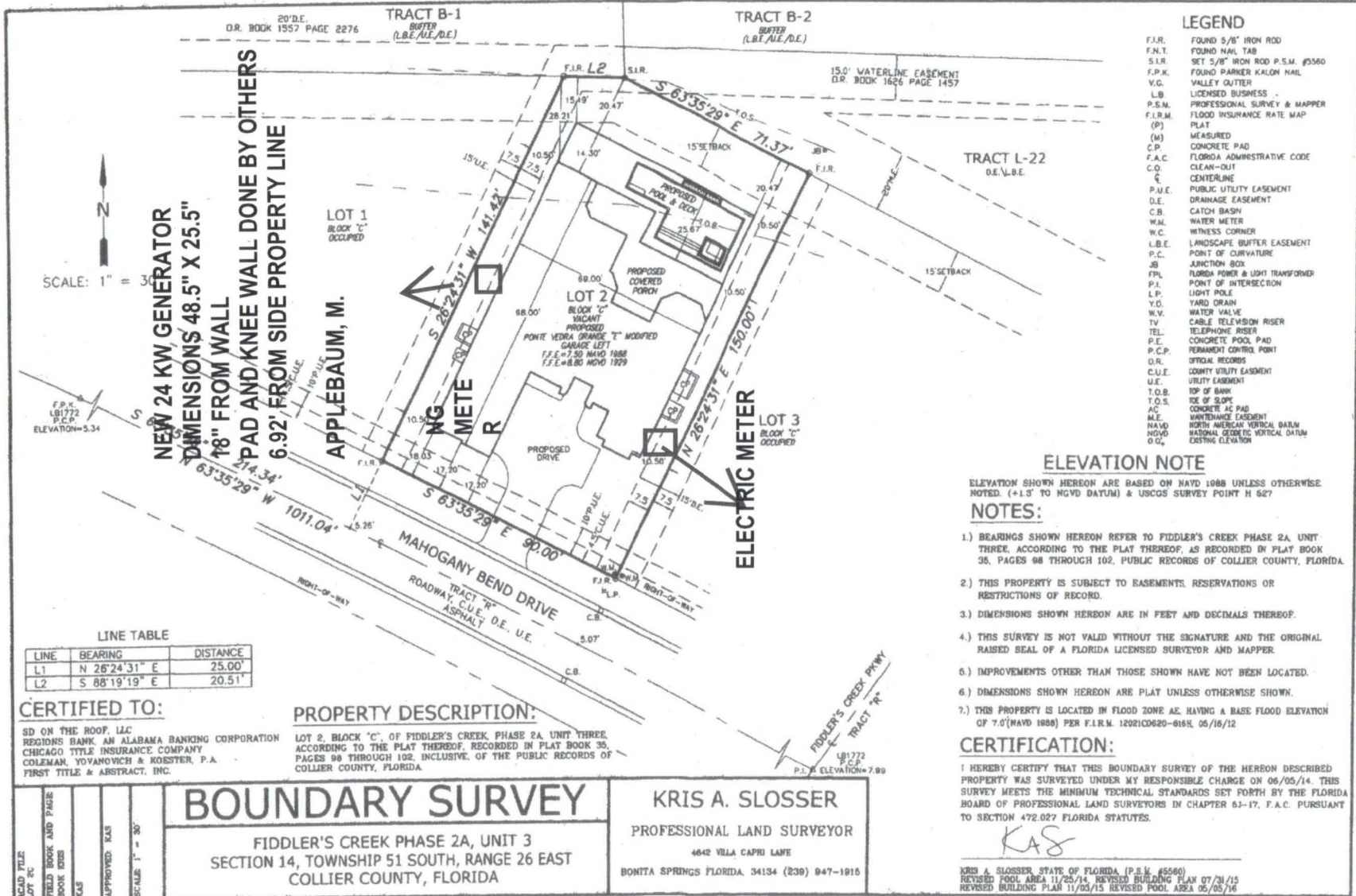
CERTIFICATION BY VILLAGE ASSOCIATION

I, the undersigned, hereby certify to the FCDRC as follows:

- I am the duly elected _____ of Mahogany Bend Village Association ("Village Association"), and I am executing this Certification in that capacity.
- [Check applicable box] The Board of Directors of the Village Association approved the foregoing Application: At a meeting held on _____, OR by unanimous consent.
- The Application, as presented, contains all relevant information necessary for the FCDRC to evaluate it.
- The alterations and/or modifications described in the Application are consistent with the specifications set out in the Village Association Governing Documents (including its Design Review Criteria) and in the Design Review Criteria and Development Standards for Residential Development on those Properties Contiguous to the Golf Club at Marco. The FCDRC may hold the Village Association responsible for any alteration or modification performed with its approval which has not received the prior written approval of the FCDRC.
- The Board acknowledges that the FCDRC, its successors and assigns, and its officers, members, directors, employees, agents, contractors, consultants and attorneys, shall not be liable in damages to you or any other person for any reason arising out of or in connection with the approval or disapproval, or failure to approve, any plans or other specifications or materials, or failure to enforce any requirements of the FCDRC. Without limiting the generality of the foregoing, the FCDRC shall not be responsible for reviewing, nor shall its approval of any plans, specifications or materials be deemed approval of, the structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with any other governmental requirements.

By: _____
Village Association Director

Date: _____



LEGEND

- F.I.R. FOUND 5/8" IRON ROD
- F.N.T. FOUND NAIL TAB
- S.I.R. SET 5/8" IRON ROD P.S.M. #5560
- F.P.K. FOUND PARKER KALON NAIL
- V.G. VALLEY GUTTER
- L.B. LICENSED BUSINESS
- P.S.M. PROFESSIONAL SURVEY & MAPPER
- F.I.R.M. FLOOD INSURANCE RATE MAP
- (P) PLAT
- (M) MEASURED
- C.P. CONCRETE PAD
- F.A.C. FLORIDA ADMINISTRATIVE CODE
- C.O. CLEAN-OUT
- C.C. CENTERLINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- C.B. CATCH BASIN
- W.M. WATER METER
- W.C. WITNESS CORNER
- L.B.E. LANDSCAPE BUFFER EASEMENT
- P.C. POINT OF CURVATURE
- J.B. JUNCTION BOX
- F.P.L. FLORIDA POWER & LIGHT TRANSFORMER
- P.I. POINT OF INTERSECTION
- L.P. LIGHT POLE
- Y.D. YARD DRAIN
- W.V. WATER VALVE
- T.V. CABLE TELEVISION RISER
- TEL. TELEPHONE RISER
- P.E. CONCRETE POOL PAD
- P.C.P. PERMANENT CONTROL POINT
- O.R. OFFICIAL RECORDS
- C.U.E. COUNTY UTILITY EASEMENT
- U.E. UTILITY EASEMENT
- T.O.B. TOP OF BANK
- T.O.S. TOP OF SLOPE
- AC. CONCRETE AC PAD
- M.E. MAINTENANCE EASEMENT
- NAVD. NORTH AMERICAN VERTICAL DATUM
- NOVD. NATIONAL GEODETIC VERTICAL DATUM
- O.C. EXISTING ELEVATION

ELEVATION NOTE
 ELEVATION SHOWN HEREON ARE BASED ON NAVD 1988 UNLESS OTHERWISE NOTED. (+1.3' TO NGVD DATUM) & USCGS SURVEY POINT H 52?

- NOTES:**
- 1.) BEARINGS SHOWN HEREON REFER TO FIDDLER'S CREEK PHASE 2A, UNIT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGES 98 THROUGH 102, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
 - 2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
 - 3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
 - 4.) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - 5.) IMPROVEMENTS OTHER THAN THOSE SHOWN HAVE NOT BEEN LOCATED.
 - 6.) DIMENSIONS SHOWN HEREON ARE PLAT UNLESS OTHERWISE SHOWN.
 - 7.) THIS PROPERTY IS LOCATED IN FLOOD ZONE AE, HAVING A BASE FLOOD ELEVATION OF 7.0'(NAVD 1988) PER F.I.R.M. 1202IC0620-816R, 05/16/12

CERTIFICATION:
 I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY WAS SURVEYED UNDER MY RESPONSIBLE CHARGE ON 06/05/14. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 63-17, F.A.C. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

KAS
 KRIS A. SLOSSER STATE OF FLORIDA (P.S.M. #5560)
 REVISED POOL AREA 11/25/14 REVISED BUILDING PLAN 07/31/15
 REVISED BUILDING PLAN 11/05/13 REVISED POOL AREA 06/05/16

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 26°24'31" E	25.00'
L2	S 88°19'19" E	20.51'

CERTIFIED TO:
 SD ON THE ROOF, LLC
 REGIONS BANK AN ALABAMA BANKING CORPORATION
 CHICAGO TITLE INSURANCE COMPANY
 COLEMAN YOVANOVICH & KOESTER, P.A.
 FIRST TITLE & ABSTRACT, INC.

PROPERTY DESCRIPTION:
 LOT 2, BLOCK "C", OF FIDDLER'S CREEK, PHASE 2A, UNIT THREE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 35, PAGES 98 THROUGH 102, INCLUSIVE, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

BOUNDARY SURVEY
 FIDDLER'S CREEK PHASE 2A, UNIT 3
 SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA

KRIS A. SLOSSER
 PROFESSIONAL LAND SURVEYOR
 4642 VILLA CAPRI LANE
 BONTA SPRINGS FLORIDA, 34134 (239) 947-1915

ACAD FILE
 LOT 2C
 FIELD BOOK AND PAGE
 BOOK 35
 PAGES 98
 KAS
 APPROVED: KAS
 SCALE: 1" = 30'



**NEW 24 KW GENERATOR
DIMENSIONS 48.5" X 25.5"
18" FROM WALL
PAD AND KNEE WALL DONE BY OTHERS
CUSTOMER MUST REMOVE PLANTINGS
6.92' FROM SIDE PROPERTY LINE**

APPLEBAUM, M.



NEW 200
AMP NSE
ATS #1
TRY TO
PUT IN
GARAGE

NEW 200
AMP NSE
ATS #2
TRY TO
PUT IN
GARAGE

APPLEBAUM

GENERAC®

GUARDIAN® SERIES Residential Standby Generators Air-Cooled Gas Engine

20/22/24 kW

10

20/22/24 kW

Standby Power Rating

G007038-1, G007039-1, G007038-3, G007039-3 (Aluminum - Bisque) - 20 kW 60 Hz
G007042-10, G007042-11, G007043-10, G007043-11 (Aluminum - Bisque) - 22 kW 60 Hz
G007209-10, G007210-10 (Aluminum - Bisque) - 24 kW 60 Hz

INCLUDES:

- True Power™ Electrical Technology
- Two-line multilingual digital LCD Evolution™ controller (English/Spanish/French/Portuguese)
- 200 amp service rated transfer switch available
- Electronic governor
- Standard Wi-Fi® connectivity
- System status & maintenance interval LED indicators
- Sound attenuated enclosure
- Flexible fuel line connector
- Natural gas or LP gas operation
- 5 Year limited warranty
- Listed and labeled for installation as close as 18 in (457 mm) to a structure.*

*Must be located away from doors, windows, and fresh air intakes and in accordance with local codes.



Product shown with optional fascia kit



QUIET-TEST™



Note: CETL or CUL certification only applies to unbundled units and units packaged with limited circuit switches. Units packaged with the Smart Switch are ETL or UL certified in the USA only.

FEATURES

- **INNOVATIVE ENGINE DESIGN & RIGOROUS TESTING** are at the heart of Generac's success in providing the most reliable generators possible. Generac's G-Force engine lineup offers added peace of mind and reliability for when it's needed the most. The G-Force series engines are purpose built and designed to handle the rigors of extended run times in high temperatures and extreme operating conditions.
- **TRUE POWER™ ELECTRICAL TECHNOLOGY:** Superior harmonics and sine wave form produce less than 5% Total Harmonic Distortion for utility quality power. This allows confident operation of sensitive electronic equipment and micro-chip based appliances, such as variable speed HVAC systems.
- **TEST CRITERIA:**
 - ✓ **PROTOTYPE TESTED**
 - ✓ **SYSTEM TORSIONAL TESTED**
 - ✓ **NEMA MG1-22 EVALUATION**
 - ✓ **MOTOR STARTING ABILITY**
- **MOBILE LINK® CONNECTIVITY:** FREE with select Guardian Series Home standby generators, Mobile Link Wi-Fi allows users to monitor generator status from anywhere in the world using a smartphone, tablet, or PC. Easily access information such as the current operating status and maintenance alerts. Users can connect an account to an authorized service dealer for fast, friendly, and proactive service. With Mobile Link, users are taken care of before the next power outage.
- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION:** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at ±1%.
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES:** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is that the GENERAC product line is offered with its own transfer systems and controls for total system compatibility.

THE GENERAC PROMISE



*Assembled in the USA using domestic and foreign parts

20/22/24 kW

Features and Benefits

Engine

- Generac G-Force design
- “Spiny-lok” cast iron cylinder walls
- Electronic ignition/spark advance
- Full pressure lubrication system
- Low oil pressure shutdown system
- High temperature shutdown

Maximizes engine “breathing” for increased fuel efficiency. Plateau honed cylinder walls and plasma moly rings help the engine run cooler, reducing oil consumption and resulting in longer engine life.

Rigid construction and added durability provide long engine life.

These features combine to assure smooth, quick starting every time.

Pressurized lubrication to all vital bearings means better performance, less maintenance, and longer engine life. Now featuring up to a 2 year/200 hour oil change interval.

Shutdown protection prevents catastrophic engine damage due to low oil.

Prevents damage due to overheating.

Generator

- Revolving field
- Skewed stator
- Displaced phase excitation
- Automatic voltage regulation
- EPA Certified for non-emergency applications
- UL 2200 listed

Allows for a smaller, light weight unit that operates 25% more efficiently than a revolving armature generator.

Produces a smooth output waveform for compatibility with electronic equipment.

Maximizes motor starting capability.

Regulating output voltage to $\pm 1\%$ prevents damaging voltage spikes.

Allows unit to be used for demand response applications (excluding 20 kW units).

For your safety.

Transfer Switch (if applicable)

- Fully automatic
- NEMA 3R
- Integrated load management technology
- Remote mounting

Transfers vital electrical loads to the energized source of power.

Can be installed inside or outside for maximum flexibility.

Capability to manage additional loads for efficient power management.

Mounts near an existing distribution panel for simple, low-cost installation.

Evolution™ Controls

- AUTO/MANUAL/OFF illuminated buttons
- Two-line multilingual LCD
- Sealed, raised buttons
- Utility voltage sensing
- Generator voltage sensing
- Utility interrupt delay
- Engine warm-up
- Engine cool-down
- Programmable exercise
- Smart battery charger
- Main line circuit breaker
- Electronic governor

Selects the operating mode and provides easy, at-a-glance status indication in any condition.

Provides homeowners easily visible logs of history, maintenance, and events up to 50 occurrences.

Smooth, weather-resistant user interface for programming and operations.

Constantly monitors utility voltage, setpoints 65% dropout, 80% pick-up, of standard voltage.

Constantly monitors generator voltage to verify the cleanest power delivered to the home.

Prevents nuisance start-ups of the engine, adjustable 2-1500 seconds from the factory default setting of 5 seconds by a qualified dealer.

Verifies engine is ready to assume the load, setpoint approximately 5 seconds.

Allows engine to cool prior to shutdown, setpoint approximately 1 minute.

Operates engine to prevent oil seal drying and damage between power outages by running the generator for 5 minutes every other week. Also offers a selectable setting for weekly or monthly operation providing flexibility and potentially lower fuel costs to the owner.

Delivers charge to the battery only when needed at varying rates depending on outdoor air temperature. Compatible with lead acid and AGM-style batteries.

Protects generator from overload.

Maintains constant 60 Hz frequency.

Unit

- SAE weather protective enclosure
- Enclosed critical grade muffler
- Small, compact, attractive

Sound attenuated enclosures ensure quiet operation and protection against mother nature, withstanding winds up to 150 mph (241 km/h). Hinged key locking roof panel for security. Lift-out front for easy access to all routine maintenance items. Electrostatically applied textured epoxy paint for added durability.

Quiet, critical grade muffler is mounted inside the unit to prevent injuries.

Makes for an easy, eye appealing installation, as close as 18 in (457 mm) away from a structure.

20/22/24 kW

Installation System

- 14 in (35.6 cm) flexible fuel line connector Listed ANSI Z21.75/CSA 6.27 outdoor appliance connector for the required connection to the gas supply piping.
- Integral sediment trap Meets IFGC and NFPA 54 installation requirements.

Connectivity (Wi-Fi equipped models only)

- Ability to view generator status Monitor generator with a smartphone, tablet, or computer at any time via the Mobile Link application for complete peace of mind.
- Ability to view generator Exercise/Run and Total Hours Review the generator's complete protection profile for exercise hours and total hours.
- Ability to view generator maintenance information Provides maintenance information for the specific model generator when scheduled maintenance is due.
- Monthly report with previous month's activity Detailed monthly reports provide historical generator information.
- Ability to view generator battery information Built in battery diagnostics displaying current state of the battery.
- Weather information Provides detailed local ambient weather conditions for generator location.

20/22/24 kW

Generator

Model	G007038-1 G007039-1 (20 kW)	G007042-10 G007043-10 (22 kW)	G007038-3 G007039-3 (20 kW)	G007042-11 G007043-11 (22 kW)	G007209-10 G007210-10 (24 kW)
Rated maximum continuous power capacity (LP)	20,000 Watts*	22,000 Watts*	20,000 Watts*	22,000 Watts*	24,000 Watts*
Rated maximum continuous power capacity (NG)	18,000 Watts*	19,500 Watts*	18,000 Watts*	19,500 Watts*	21,000 Watts*
Rated voltage	240				
Rated maximum continuous load current – 240 volts (LP/NG)	83.3 / 75.0	91.7 / 81.3	83.3 / 75.0	91.7 / 81.3	100 / 87.5
Total Harmonic Distortion	Less than 5%				
Main line circuit breaker	90 amp	100 amp	90 amp	100 amp	100 amp
Phase	1				
Number of rotor poles	2				
Rated AC frequency	60 Hz				
Power factor	1.0				
Battery requirement (not included)	12 Volts, Group 26R 540 CCA minimum or Group 35AGM 650 CCA minimum				
Unit weight (lb / kg)	448 / 203	466 / 211	436 / 198	445 / 202	455 / 206
Dimensions (L x W x H) in / cm	48 x 25 x 29 / 121.9 x 63.5 x 73.7				
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load**	67	67	67	67	67
Sound output in dB(A) at 23 ft (7 m) with generator in Quiet-Test™ low-speed exercise mode**	55	57	55	57	57
Exercise duration	5 min				

Engine

Engine type	GENERAC G-Force 1000 Series				
Number of cylinders	2				
Displacement	999 cc				
Cylinder block	Aluminum w/ cast iron sleeve				
Valve arrangement	Overhead valve				
Ignition system	Solid-state w/ magneto				
Governor system	Electronic				
Compression ratio	9.5:1				
Starter	12 VDC				
Oil capacity including filter	Approx. 1.9 qt / 1.8 L				
Operating rpm	3,600				
Fuel consumption					
Natural gas	ft ³ /hr (m ³ /hr)				
	1/2 Load	204 (5.78)	228 (6.46)	164 (4.64)	203 (5.75)
	Full Load	301 (8.52)	327 (9.26)	287 (8.13)	306 (8.66)
Liquid propane	ft ³ /hr (gal/hr) [L/hr]				
	1/2 Load	87 (2.37) [8.99]	92 (2.53) [9.57]	86 (2.36) [8.95]	92 (2.53) [9.57]
	Full Load	130 (3.56) [13.48]	142 (3.90) [14.77]	136 (3.74) [14.15]	142 (3.90) [14.77]

Note: **Fuel pipe must be sized for full load.** Required fuel pressure to generator fuel inlet at all load ranges - 3.5–7 in water column (0.87–1.74 kPa) for NG, 10–12 in water column (2.49–2.99 kPa) for LP. For BTU content, multiply ft³/hr x 2500 (LP) or ft³/hr x 1000 (NG). For Megajoule content, multiply m³/hr x 93.15 (LP) or m³/hr x 37.26 (NG).

Controls

Two-line plain text multilingual LCD	Simple user interface for ease of operation.
Mode buttons: AUTO	Automatic start on utility failure. Weekly, Bi-weekly, or Monthly selectable exerciser.
MANUAL	Start with starter control, unit stays on. If utility fails, transfer to load takes place.
OFF	Stops unit. Power is removed. Control and charger still operate.
Ready to Run/Maintenance messages	Standard
Engine run hours indication	Standard
Programmable start delay between 2–1500 seconds	Standard (programmable by dealer only)
Utility Voltage Loss/Return to Utility adjustable (brownout setting)	From 140–171 V / 190–216 V
Future Set Capable Exerciser/Exercise Set Error warning	Standard
Run/Alarm/Maintenance logs	50 events each
Engine start sequence	Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration).
Starter lock-out	Starter cannot re-engage until 5 sec after engine has stopped.
Smart Battery Charger	Standard
Charger Fault/Missing AC warning	Standard
Low Battery/Battery Problem Protection and Battery Condition indication	Standard
Automatic Voltage Regulation with Over and Under Voltage Protection	Standard
Under-Frequency/Overload/Stepper Overcurrent Protection	Standard
Safety Fused/Fuse Problem Protection	Standard
Automatic Low Oil Pressure/High Oil Temperature Shutdown	Standard
Overcrank/Overspeed (@ 72 Hz)/rpm Sense Loss Shutdown	Standard
High Engine Temperature Shutdown	Standard
Internal Fault/Incorrect Wiring protection	Standard
Common external fault capability	Standard
Field upgradable firmware	Standard

Rating definitions - Optional Standby: Applicable for supplying backup power for the duration of the utility power outage with correct maintenance performed. No overload capability is available for this rating. (All ratings in accordance with BS5514, ISO3046, UL2200, and DIN6271).

* Maximum kilovolt amps and current are subject to and limited by such factors as fuel BTU/megajoule content, ambient temperature, altitude, engine power and condition, etc. Maximum power decreases approximately 3.5% for each 1,000 ft (304.8 m) above sea level; and also will decrease approximately 1% for each 10 °F (6 °C) above 60 °F (16 °C).

** Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters.

20/22/24 kW

Service Rated Automatic Transfer Switch Features

- Intelligently manages up to four air conditioner loads with no additional hardware.
- Up to eight additional large (240 VAC) loads can be managed when used in conjunction with Smart Management Modules (SMMs).
- Electrically operated, mechanically-held contacts for fast, clean connections.
- Main breakers are rated for 80% continuous load.
- 2-pole, 250 VAC contactors.
- Service equipment rated, dual coil design.
- Rated for both aluminum and copper conductors.
- Main contacts are silver plated or silver alloy to resist welding and sticking.
- NEMA/UL 3R aluminum outdoor enclosure allows for indoor or outdoor mounting flexibility.

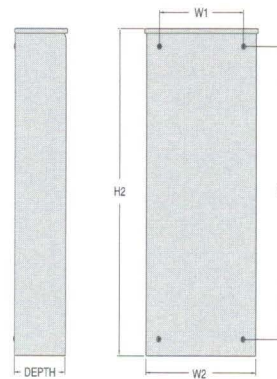
Dimensions

200 Amps 120/240, 1Ø Open Transition Service Rated					
	Height		Width		Depth
	H1	H2	W1	W2	
in	26.8	30.1	10.5	13.5	6.9
cm	67.95	76.43	26.67	34.18	17.5

Wire Ranges		
Conductor Lug	Neutral Lug	Ground Lug
250 MCM - #6	350 MCM - #6	2/0 - #14

Model	G007039-1, G007039-3 (20 kW) G007043-10, G007043-11 (22 kW) G007210-10 (24 kW)
No. of poles	2
Current rating (amps)	200
Voltage rating (VAC)	120/240, 1Ø
Utility voltage monitor (fixed)*	
-Pick-up	80%
-Dropout	65%
Return to Utility*	Approx. 13 sec
ETL or UL listed	Standard
Enclosure type	NEMA/UL 3R
Circuit breaker protected	22,000
Lug range	250 MCM - #6

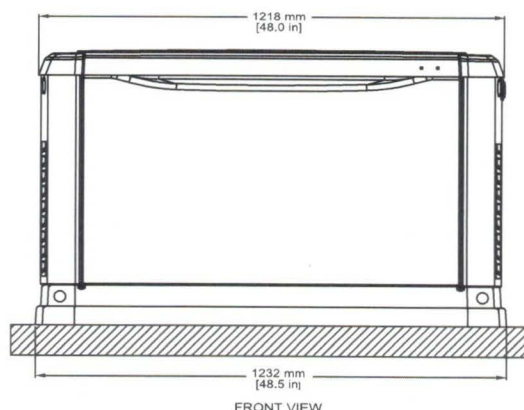
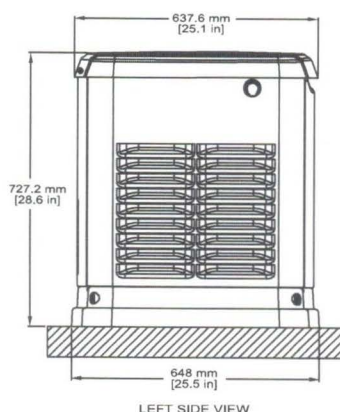
*Function of Evolution controller
Exercise can be set to weekly, bi-weekly, or monthly



Model #	Product	Description
G007101-0	Battery Pad Warmer	Pad warmer rests under the battery. Recommended for use if temperature regularly falls below 0 °F (-18 °C). (Not necessary for use with AGM-style batteries).
G007102-0	Oil Warmer	Oil warmer slips directly over the oil filter. Recommended for use if temperature regularly falls below 0 °F (-18 °C).
G007103-1	Breather Warmer	Breather warmer is for use in extreme cold weather applications. For use with Evolution controllers only in climates where heavy icing occurs.
G005621-0	Auxiliary Transfer Switch Contact Kit	The auxiliary transfer switch contact kit allows the transfer switch to lock out a single large electrical load that may not be needed. Not compatible with 50 amp pre-wired switches.
G007027-0 - Bisque	Fascia Base Wrap Kit	The fascia base wrap snaps together around the bottom of the new air-cooled generators. This offers a sleek, contoured appearance as well as offering protection from rodents and insects by covering the lifting holes located in the base.
G005703-0 - Bisque	Touch-Up Paint Kit	If the generator enclosure is scratched or damaged, it is important to touch up the paint to protect from future corrosion. The touch-up paint kit includes the necessary paint to correctly maintain or touch up a generator enclosure.
G006485-0	Scheduled Maintenance Kit	Generac's scheduled maintenance kit provides all the items necessary to perform complete routine maintenance on a Generac automatic standby generator (oil not included).
G007005-0	Wi-Fi LP Tank Fuel Level Monitor	The Wi-Fi enabled LP tank fuel level monitor provides constant monitoring of the connected LP fuel tank. Monitoring the LP tank's fuel level is an important step in verifying the generator is ready to run during an unexpected power failure. Status alerts are available through a free application to notify users when the LP tank is in need of a refill.
G007000-0 (50 amp) G007006-0 (100 amp)	Smart Management Module	Smart Management Modules (SMM) are used to optimize the performance of a standby generator. It manages large electrical loads upon startup and sheds them to aid in recovery when overloaded. In many cases, using SMM's can reduce the overall size and cost of the system.
G007169-0 - 4G LTE G007170-0 - Wi-Fi/ Ethernet	Mobile Link® Cellular Accessories	The Mobile Link family of Cellular Accessories allow users to monitor generator status from anywhere in the world, using a smart phone, tablet, or PC. Easily access information such as the current operating status and maintenance alerts. Users can connect an account with an authorized service dealer for fast, friendly, and proactive service. With Mobile Link, users are taken care of before the next power outage.
G007220-0 - Bisque	Base Plug Kit	Base plugs snap into the lifting holes on the base of air-cooled home standby generators. This offers a sleek, contoured appearance, as well as offers protection from rodents and insects by covering the lifting holes located in the base. Kit contains four plugs, sufficient for use on a single air-cooled home standby generator.

Dimensions & UPCs

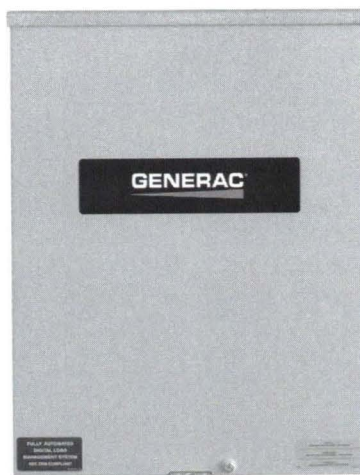
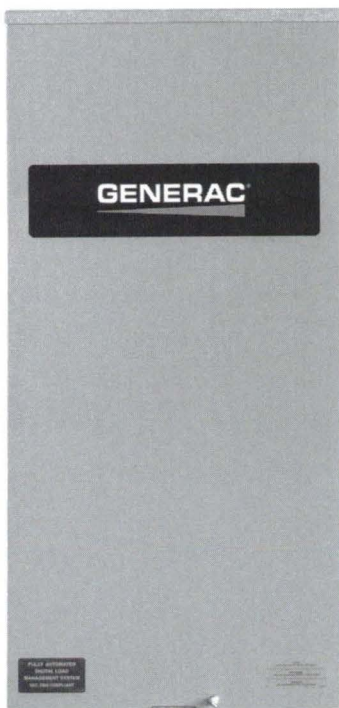
Model	UPC
G007038	696471074185
G007039	696471074192
G007042	696471074208
G007043	696471074215
G007209	696471071511
G007210	696471084801



Dimensions shown are approximate. See installation manual for exact dimensions. DO NOT USE THESE DIMENSIONS FOR INSTALLATION PURPOSES.

Automatic Transfer Switches

Service and Non-Service Rated Automatic Transfer Switches



Models: RXSC100A3
RXSW100A3
RXSW150A3
RXSC200A3
RXSW200A3



*Assembled in the USA using domestic and foreign parts

Description

This series of Generac Automatic Transfer Switches is designed for use with single phase generators that utilize an Evolution™ or Nexus™ Controller. The 100 and 200 Amp open transition switches are available in single phase in both service equipment rated and non-service equipment rated configurations. The 150 Amp open transition switch is only available in a service rated equipment configuration.

Standard Features

Service rated (RXSW) Generac Automatic Transfer Switches are housed in an aluminum NEMA Type 3R enclosure*, with electrostatically applied and baked powder paint. The Heavy Duty Generac Contactor is an ETL recognized device, designed for years of service. The controller at the generator handles all the timing, sensing, exercising functions, and transfer commands. All switches are covered by a five year limited warranty.

* Non-service rated (RXSC) switches are housed in a steel enclosure.

Load Management Technology

Through the use of the integrated Smart A/C Module (SACM), these switches have the capability to manage up to four individual HVAC (24 VAC controlled) loads with no additional hardware. When used in tandem with external Smart Management Modules, a total of eight more loads can be managed, providing the most installation efficient power management options available.

100-200 Amps, Single Phase

Functions

All timing and sensing functions originate in the generator controller.

Utility Voltage Drop-out	<65%
Timer to Generator Start	10 Second Factory Set, Adjustable Between 2 - 1,500 Seconds by a Qualified Dealer*
Engine Warmup Delay	5 Seconds
Standby Voltage Sensor	65% for 5 Seconds
Utility Voltage Pickup	>80%
Re-transfer Time Delay	15 Seconds
Engine Cooldown Timer	60 Seconds
Exerciser	Nexus™: 12 Minutes Weekly Evolution™: 5 to 12 Minutes Adjustable, Weekly/Bi-weekly/Monthly
The Transfer Switch can be Operated Manually Without Power Applied	

* When used in conjunction with units utilizing Evolution™ controls

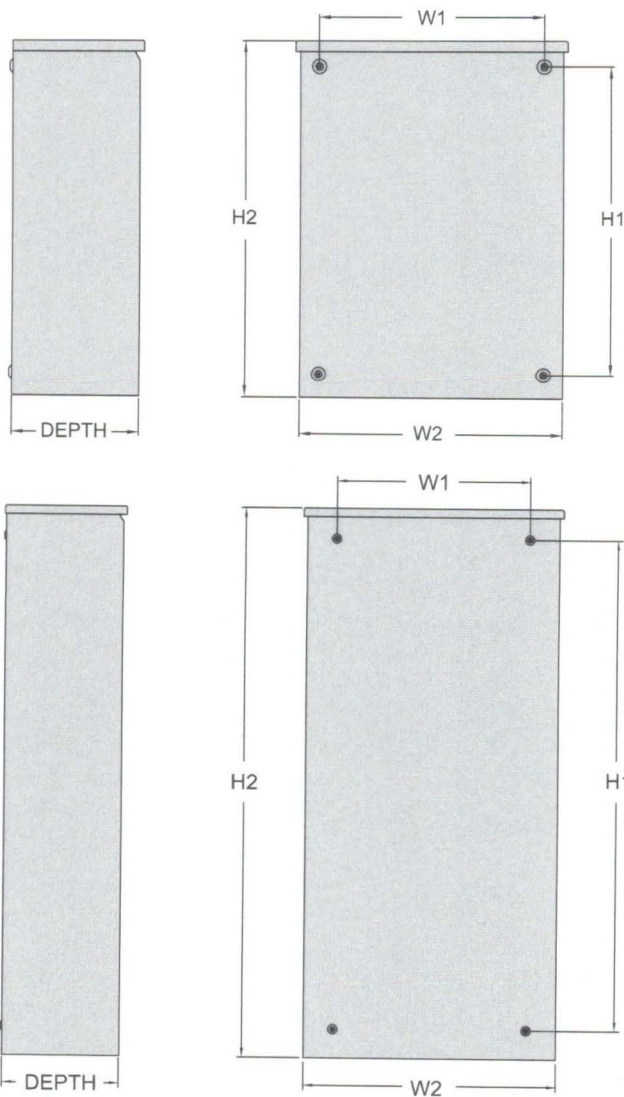
Specifications

Model	RXSC100A3	RXSW100A3	RXSW150A3	RXSC200A3	RXSW200A3
Amps	100	100	150	200	200
Voltage	120/240, 1Ø	120/240, 1Ø	120/240, 1Ø	120/240, 1Ø	120/240, 1Ø
Load Transition Type (Automatic)	Open Transition	Open Transition Service Rated	Open Transition Service Rated	Open Transition	Open Transition Service Rated
Enclosure Type	NEMA 3R	NEMA 3R	NEMA 3R	NEMA 3R	NEMA 3R
ETL Rating	cETLus	ETLus	ETLus	cETLus	ETLus
Withstand Rating (Amps)	10,000	10,000	22,000	10,000	22,000
Lug Range	2/0 - #14		250 MCM - #6		

100-200 Amps, Single Phase

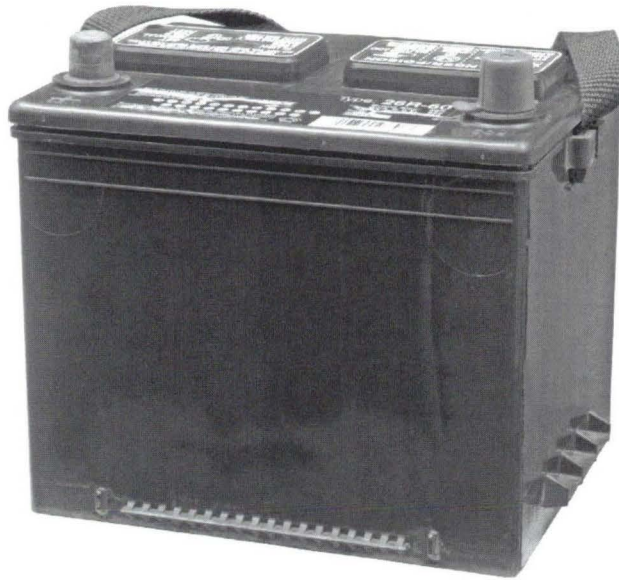
Dimensions

Model		RXSC100A3	RXSW100A3	RXSW150A3	RXSC200A3	RXSW200A3
Height - in (mm)	H1	17.2 (437.9)	17.2 (437.9)	26.8 (679.4)	17.2 (437.9)	26.8 (679.4)
	H2	20.0 (508.0)	20.0 (508.0)	30.0 (672.0)	20.0 (508.0)	30.0 (672.0)
Width - in (mm)	W1	12.5 (317.5)	12.5 (317.5)	10.5 (266.7)	12.5 (317.5)	10.5 (266.7)
	W2	14.6 (370.8)	14.6 (370.8)	13.5 (342.9)	14.6 (370.8)	13.5 (342.9)
Depth - in (mm)		7.1 (180.1)	7.1 (180.1)	6.3 (160.1)	7.1 (180.1)	6.3 (160.1)
Weight - lbs (kg)		20.0 (9.1)	22.5 (10.2)	39.0 (17.7)	20.0 (9.1)	39.0 (17.7)



26R Battery

Model 005819-0



DESCRIPTION

Every standby generator requires a battery to start the system. In efforts to achieve the easiest generator installation, Generac offers the recommended 26R, wet cell battery applicable for all air-cooled standby generators.

SPECIFICATIONS

Dimensions (L x W x H)	
Battery	8.7" x 6.8" x 7.6"
Shipping Dimensions	9" x 7.3" x 8.7"
Weight	30 pounds
Cold Cranking Amps	525
Warranty	1 year from shipment
Brand	Exide



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PIPIA, DOMINIC JR

ALL PHASE ELECTRIC SERVICE OF FLORIDA INC
11501 ISLE OF PALM DRIVE
FORT MYERS BEACH FL 33931

LICENSE NUMBER: EC0001201

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EC0001201 ISSUED: 08/02/2022
 CERTIFIED ELECTRICAL CONTRACTOR
 PIPIA, DOMINIC JR
 ALL PHASE ELECTRIC SERVICE OF FLOR

 Signature
 LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
 EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS' LICENSING BOARD**

LICENSE NUMBER: EC0001201

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ALL PHASE ELECTRIC SERVICE OF FLORIDA INC
11501 ISLE OF PALM DRIVE
FORT MYERS BEACH FL 33931



ISSUED: 08/02/2022

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Local Business Tax Receipt

ALLPHASE ELECTRIC SERVICE OF FLORIDA INC
PIPIA JR DOMINIC
11501 ISLE OF PALMS DR
FT MYERS BEACH, FL 33931

Dear Business Owner:

Your 2022 - 2023 Lee County Local Business Tax Receipt is attached below for account number / receipt: number: 1005843 / 0405936

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
• Ownership
• Physical location
• Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

[Handwritten signature of R. Noelle Branning]

Lee County Tax Collector

2022-2023 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1005843
Receipt Number: 0405936
State License Number: EC0001201

Account Expires: September 30, 2023

Location:
2340 BRUNER LN
FT MYERS, FL 33912

May engage in the business of:
JOURNEYMAN
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

ALLPHASE ELECTRIC SERVICE OF FLORIDA INC
PIPIA JR DOMINIC
2340 BRUNER LN
FT MYERS, FL 33912

Payment Information:
PAID INT-00-00339969 08/02/2022 \$ 50.00



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

March 25, 2022

DOMINIC PIPIA JR
11501 ISLE OF PALMS DR
FORT MYERS BEACH, FL 33931-3009

SUBJECT: Registration Number: LQ35629, Exams: M5, Expiration Date: March 25, 2025

This Master Certificate is issued pursuant to Chapter 527, Florida Statutes. This certificate is valid only for the person and business licensed holder listed. Any changes to the Master status (such as transfer or termination of employment) must be reported to the Bureau of Compliance at (850) 921-1600 immediately.

The Master Certificate is valid only through the date noted on the Certificate. A notice of renewal will be sent in advance of your expiration date. A Master Certificate may be renewed if certification of a minimum of 16 (sixteen) hours continuing education is provided along with the renewal form. If training cannot be documented, an examination must be taken.

If there are any errors on the certificate, please submit all changes in writing to the department. If you have any questions, please call the Division of Consumer Services toll free at (800) HELP-FLA (435-7352), or 850-410-3800 if calling from outside Florida.

Cut Here



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
(850) 921-1600
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **LQ35629**
Issue Date: March 25, 2022
Expiration Date: March 25, 2025

Master Qualifier Certificate

This certificate is issued under the authority of Section 527.02, Florida Statutes.

DOMINIC PIPIA JR

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

United States Environmental Protection Agency

This is to certify that



All Phase Electric Service of FL, Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires October 29, 2024

NAT-F147489-2

Certification #

October 09, 2019

Issued On



A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2023

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

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

PRODUCER Acentria Insurance - RLG 11215 Metro Parkway, Bldg 1 Ste 4 Fort Myers FL 33966	CONTACT NAME: Goldie Fell PHONE (A/C, No, Ext): 239-278-3939 E-MAIL ADDRESS: goldie.fell@acentria.com	FAX (A/C, No): 239-790-5122
	INSURER(S) AFFORDING COVERAGE	
INSURED All Phase Electric Service of Florida, Inc. 2340 Bruner Lane Ft Myers FL 33912	License#: L100460 ALLPHAS-01	NAIC # INSURER A: FCCI Insurance Company 10178 INSURER B: National Trust Insurance Company 20141 INSURER C: Monroe Guaranty Insurance Company 32506 INSURER D: Brierfield Insurance Company 10993 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 906204231

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		GL100057690-02	6/9/2022	6/9/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA100077922-00	6/9/2022	6/9/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PIP	\$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB100014198-06	6/9/2022	6/9/2023	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WCO10006200503	10/14/2022	10/14/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
		Y	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	BUILDERS RISK			CM100047484-04	6/9/2022	6/9/2023	Installation / Build	156,060
D	PROPERTY			CP100047483-04	6/9/2022	6/9/2023	BPP	79,310

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Officer/Owner Exemption: Dominic Pipia / President-Owner
 Leased and/or rented equipment: \$100,000 Limit - Ded: \$500
 RE: MICHAEL APPLEBAUM 3741 MAHOGANY BEND NAPLES, FL 34114
 CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED WITH REGARDS TO THE GENERAL LIABILITY COVERAGE SHOWN ABOVE IF REQUIRED BY WRITTEN CONTRACT SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY.

CERTIFICATE HOLDER**CANCELLATION**

FIDDLERS CREEK
 8152 Fiddler's Creek Pkwy
 Naples FL 34114
 United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

12

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
PROPOSED BUDGET
FISCAL YEAR 2024**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
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**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
GENERAL FUND 001 BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Adotped Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	2,549,888				\$ 2,548,271
Allowable discounts (4%)	(101,996)				(101,931)
Assessment levy: on-roll - net	2,447,892	\$ 2,328,082	\$ 119,810	\$ 2,447,892	2,446,340
Assessment levy: off-roll	376,639	125,546	251,093	376,639	376,400
Interest	-	1,938	-	1,938	-
Miscellaneous	-	7,594	-	7,594	-
Total revenues	<u>2,824,531</u>	<u>2,463,160</u>	<u>370,903</u>	<u>2,834,063</u>	<u>2,822,740</u>
EXPENDITURES					
Professional and administrative					
Supervisors	12,918	5,382	7,536	12,918	12,918
Management	60,525	30,262	30,263	60,525	60,525
Assessment roll preparation	25,490	25,490	-	25,490	25,490
Accounting services	19,764	9,882	9,882	19,764	19,764
Audit	15,400	-	15,400	15,400	15,400
Legal	25,000	8,513	16,487	25,000	25,000
Engineering	50,000	23,519	26,481	50,000	50,000
Telephone	838	419	419	838	867
Postage	2,300	1,162	1,138	2,300	2,300
Insurance	30,000	32,826	-	32,826	34,000
Printing and binding	659	330	329	659	659
Legal advertising	2,000	371	1,629	2,000	2,000
Office supplies and expenses	750	156	594	750	750
Annual district filing fee	175	175	-	175	175
Trustee	15,500	-	15,500	15,500	15,500
Arbitrage rebate calculation	4,000	-	4,000	4,000	4,000
Contingencies	4,000	370	2,000	2,370	4,000
Website/ADA	920	210	710	920	920
Dissemination agent	11,828	5,914	5,914	11,828	11,828
Total professional and administrative	<u>282,067</u>	<u>144,981</u>	<u>138,282</u>	<u>283,263</u>	<u>286,096</u>
Field management					
Field management services	26,237	13,119	13,118	26,237	26,237
Total field management	<u>26,237</u>	<u>13,119</u>	<u>13,118</u>	<u>26,237</u>	<u>26,237</u>
Water management					
Other contractual	279,756	86,902	192,854	279,756	317,858
Fountains	65,000	37,164	27,836	65,000	90,000
Total water management	<u>344,756</u>	<u>124,066</u>	<u>220,690</u>	<u>344,756</u>	<u>407,858</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
GENERAL FUND 001 BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Adotped Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		
Street lighting					
Contractual services	15,000	5,899	9,101	15,000	15,000
Electricity	28,000	16,377	11,623	28,000	36,000
Holiday lighting program	16,500	16,500	-	16,500	16,500
Miscellaneous	1,500	-	1,500	1,500	1,500
Hurricane contract svc	-	816	-	816	-
Total street lighting	<u>61,000</u>	<u>39,592</u>	<u>22,224</u>	<u>61,816</u>	<u>69,000</u>
Landscaping					
Other contractual - landscape maint.	986,000	326,981	659,019	986,000	942,000
Other contractual - flowers	52,000	31,444	20,556	52,000	52,000
Other contractual - mosquito control	40,000	-	-	-	-
Improvements and renovations	125,000	7,040	117,960	125,000	195,000
Contingencies	15,000	-	15,000	15,000	15,000
Hurricane Clean-Up	-	7,560	-	7,560	-
Total landscaping services	<u>1,218,000</u>	<u>373,025</u>	<u>812,535</u>	<u>1,185,560</u>	<u>1,204,000</u>
Roadway services					
Roadway maintenance	85,000	84,839	161	85,000	85,000
Capital outlay	40,000	-	40,000	40,000	40,000
Total roadway services	<u>125,000</u>	<u>84,839</u>	<u>40,161</u>	<u>125,000</u>	<u>125,000</u>
Irrigation supply					
Electricity	750	381	369	750	750
Repairs and maintenance	50,000	-	50,000	50,000	50,000
Other Contractual- Water Manager	50,000	13,125	36,875	50,000	52,500
Supply system	552,475	59,990	492,485	552,475	579,150
Total irrigation supply services	<u>653,225</u>	<u>73,496</u>	<u>579,729</u>	<u>653,225</u>	<u>682,400</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
GENERAL FUND 001 BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Adotped Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
Other fees and charges					
Property appraiser	38,248	6,978	31,270	38,248	38,224
Tax collector	50,998	46,538	4,460	50,998	50,965
Total fees and charges	89,246	53,516	35,730	89,246	89,189
Total expenditures	2,799,531	906,634	1,862,469	2,769,103	2,889,780
Excess/(deficiency) of revenues over/(under) expenditures	25,000	1,556,526	(1,491,566)	64,960	(67,040)
Net change in fund balances	25,000	1,556,526	(1,491,566)	64,960	(67,040)
Fund balance - beginning (unaudited)	1,929,977	2,732,751	4,489,277	2,732,751	2,797,711
Assigned					
Working capital	706,133	706,133	706,133	706,133	705,685
Sandpiper traffic signal obligation	352,000	352,000	352,000	352,000	710,000
Future Irr. mainline breaks	100,000	100,000	100,000	100,000	100,000
Unassigned	796,844	3,331,144	1,839,578	1,639,578	1,214,986
Fund balance - ending (projected)	<u>\$1,954,977</u>	<u>\$ 4,489,277</u>	<u>\$ 2,997,711</u>	<u>\$ 2,797,711</u>	<u>\$2,730,671</u>

*This is the residual fund balance from the series 2013-1 bonds (refunded series 1999 A/B).

	Assessment Summary			
	ERU's	FY 2023 Assessment	FY 2024 Assessment	Total Revenue
On-roll: other	1,622	1,548.22	1,547.22	2,509,591
On-roll: Developer	25	1,548.22	1,547.22	38,680
Off-roll	263	1,432.10	1,431.18	376,400
	1,910			

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
DEFINITIONS OF GENERAL FUND 001 EXPENDITURES**

EXPENDITURES

Professional and administrative

Supervisors	\$ 12,918
<p>Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. The District anticipates meeting 12 times during the fiscal year.</p>	
Management	60,525
<p>Wrathell, Hunt and Associates, LLC, specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experiences of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and finally operate and maintain the assets of the community.</p>	
Assessment roll preparation	25,490
<p>Includes preparing, maintaining and transmitting the annual lien roll with annual special assessment amounts for capital and operating and maintenance assessments. Pursuant to an agreement with the District, AJC Associates, Inc., currently provides this service.</p>	
Accounting services	19,764
<p>Consists of budget preparation and reporting, cash management, revenue reporting and accounts payable functions.</p>	
Audit	15,400
<p>The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.</p>	
Legal	25,000
<p>Woodward, Pires & Lombardo, P.A., provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications and conveyance and contracts. In this capacity, we provide service as "Local government lawyers," realizing that this type of local government is very limited in its scope - providing infrastructure and services to development.</p>	
Engineering	50,000
<p>Hole Montes, Inc., provides a broad array of engineering, consulting and construction services to the District, which assists in crafting solutions with sustainability for the long term interests of the Community - recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Telephone	867
<p>Telephone and fax machine.</p>	
Postage	2,300
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Insurance	34,000
<p>The District carries public officials liability and general liability insurance. The limit of liability for this coverage is set at \$1,000,000 for general liability (\$5,000,000 general aggregate) and \$5,000,000 for public officials liability limit.</p>	
Printing and binding	659
<p>Letterhead, envelopes, copies, etc.</p>	
Legal advertising	2,000
<p>The District advertises in a local newspaper for monthly meetings, special meetings, public hearings, bidding, etc. Based on prior year's experience.</p>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
DEFINITIONS OF GENERAL FUND 001 EXPENDITURES**

EXPENDITURES (continued)

Office supplies and expenses	750
Accounting and administrative supplies.	
Annual district filing fee	175
Annual fee paid to the Florida Department of Community Affairs.	
Trustee	15,500
Annual fee paid to Wilmington Trust for the services provided as trustee, paying agent and registrar.	
Arbitrage rebate calculation	4,000
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Contingencies	4,000
Miscellaneous, automated AP routing and unforeseen costs incurred throughout the year.	
Website/ADA	920
Dissemination agent	11,828
Wrathell, Hunt and Associates, LLC , currently provides Dissemination Agent services, which are a requirement of the Securities & Exchange Act of 1934, pursuant to Rule 15c2-12.	

Field management

Field management services	26,237
The field manager is responsible for the day-to-day field operations. These responsibilities include preparing and bidding of services and commodities, contract administration, hiring and maintaining qualified personnel, preparation and implementation of operating schedules and policies, ensuring compliance with operating permits, preparing field budgets, being a resource regarding District programs and attending board meetings.	

Water management

Other contractual	317,858
The District has a contract with SOLitude Lake Management, Inc., for monthly service within the lake and wetland areas. For fiscal year 2024 the District anticipates routine lake bank erosion repair and has reduced it's budget accordingly. Also the District will continue to maintain the 310 acre Belle Meade Preserve in a cooperative effort with CDD #2, this expense will continue to be shared with CDD #2 at the same cost sharing ratio as used for "irrigation supply services".	

	<u>CDD #1</u>	<u>CDD #2</u>
Lake Maintenance Contract	176,000	
Lake Bank Erosion	100,000	
Aquatic Plant Maintenance	5,000	
Belle Meade Pres.	36,858	30,142
Total	317,858	

Fountains	90,000
These expenditures relate to the decorative and floating fountains located at the main entrance.	
Utilities (Electric)	43,000
Maintenance	37,000
Insurance	10,000

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
DEFINITIONS OF GENERAL FUND 001 EXPENDITURES**

EXPENDITURES (continued)

Street lighting

Contractual services		15,000
	The District utilizes a licensed electrician for street light, signage and landscape lighting repairs.	
Electricity		36,000
	The District is charged on a monthly basis per street light for electric service.	
Holiday lighting program		16,500
	The District subcontracts to install and maintain holiday lighting at the 951 entrance and the gatehouse.	
Miscellaneous		1,500
	Covers unforeseen costs.	

Landscaping

Other contractual - landscape maint.		942,000
	This District contracts with an outside company to maintain the landscaping on District common area and right-of-way. The contract provides for equipment, labor and materials. Costs also include mulching and on-call services.	
	Maintenance contract	902,000
	Mulch	40,000
	<u> </u>	<u>942,000</u>
Other contractual - flowers		52,000
	Anticipates 4 flower change outs per year at the main entrance and gatehouse.	
Improvements and renovations		195,000
	Provides for the replacement and renovation of landscape material and irrigation systems.	
Contingencies		15,000
	Covers unforeseen costs.	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
DEFINITIONS OF GENERAL FUND 001 EXPENDITURES**

EXPENDITURES (continued)

Roadway services

Roadway maintenance 85,000

This category covers the costs associated with minor repairs of the road, roadway signage and sidewalks as well as pressure washing all sidewalks, curbs and gutters via an agreement with the Foundation.

Capital outlay 40,000

In fiscal year 2019 The District began a multi-phased roadway resurfacing project. It is anticipated that the District will continue with an additional phase in 2024 or 2025, which will include Championship Dr. For fiscal year 2024 it is anticipated the CDD will incur minimal capital outlay expenses.

Irrigation supply

Electricity 750

The category covers the cost of electricity to the community's computerized irrigation controller.

Repairs and maintenance 50,000

The category covers the costs of repairs and maintenance to the community's computerized irrigation controller.

Other Contractual- Water Manager 52,500

The District has entered into an agreement with the Foundation for irrigation management services which will include but not be limited to managing and monitoring the District's irrigation central controller system, satellites and transmission lines as well as monitoring and reporting sprinkler system leaks and other observable deficiencies.

Supply system 579,150

The District will maintain the community's irrigation pumping facility. This includes the well pumps, irrigation supply pump and transmission lines. These costs are shared with Fiddler's Creek CDD #2 based upon units.

Summary of Expenditures for Supply System			
Units			
Fiddler's Creek #1	1,910	55%	
Fiddler's Creek #2	1,543	45%	
Total	3,453	100%	
	Fiddler's #1	Fiddler's #2	Total
Electricity	44,000	36,000	80,000
Repairs and maintenance	49,500	40,500	90,000
Contractual service	38,500	31,500	70,000
Capital -pump overhaul (split over 2 years), pmpmse roof, hatches, valves, distr. line replace	430,650	352,350	783,000
Insurance	16,500	13,500	30,000
Total	579,150	473,850	1,053,000

Other fees and charges

Property appraiser 38,224

The property appraiser charges 1.5% of the assessments collected.

Tax collector 50,965

The tax collector charges 2% of the assessments collected.

Total expenditures \$ 2,889,780

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
DEBT SERVICE FUND BUDGET - SERIES 2014 - 1 (REFUNDED SERIES 2002B)
FISCAL YEAR 2024**

	Fiscal Year 2023				Adotped Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 413,100				\$ 408,000
Allowable discounts (4%)	(16,524)				(16,320)
Assessment levy: on-roll - net	396,576	\$ 381,912	\$ 14,664	\$ 396,576	391,680
Assessment prepayments	-	33,781	-	33,781	-
Interest	-	3,208	-	3,208	-
Total revenues & proceeds	396,576	418,901	14,664	433,565	391,680
EXPENDITURES					
Debt service					
Principal	190,000	-	190,000	190,000	200,000
Principal prepayment	-	-	35,000	35,000	-
Interest	196,100	98,050	98,050	196,100	181,194
Total debt service & cost of issuance	386,100	98,050	323,050	421,100	381,194
Other fees & charges					
Property appraiser	6,197	-	6,197	6,197	6,120
Tax collector	8,262	7,634	628	8,262	8,160
Total other fees & charges	14,459	7,634	6,825	14,459	14,280
Total expenditures	400,559	105,684	329,875	435,559	395,474
Excess/(deficiency) of revenues over/(under) expenditures	(3,983)	313,217	(315,211)	(1,994)	(3,794)
Beginning fund balance (unaudited)	315,151	266,177	579,394	266,177	264,183
Ending fund balance (projected)	\$ 311,168	\$ 579,394	\$ 264,183	\$ 264,183	260,389
Use of fund balance:					
Debt service reserve account balance					-
Interest expense - November 1, 2024					(83,972)
Projected fund balance surplus/(deficit) as of September 30, 2024					\$ 176,417

Fiddler's Creek # 1

Community Development District

Series 2014-1

Debt Service Schedule

Date	Principal	Prepayment	Coupon	Interest	Total P+I
11/01/2023	-	-	-	90,596.88	90,596.88
05/01/2024	200,000.00	-	6.625%	90,596.88	290,596.88
11/01/2024	-	-	-	83,971.88	83,971.88
05/01/2025	210,000.00	-	6.625%	83,971.88	293,971.88
11/01/2025	-	-	-	77,015.63	77,015.63
05/01/2026	230,000.00	-	6.625%	77,015.63	307,015.63
11/01/2026	-	-	-	69,396.88	69,396.88
05/01/2027	245,000.00	-	6.625%	69,396.88	314,396.88
11/01/2027	-	-	-	61,281.25	61,281.25
05/01/2028	260,000.00	-	6.625%	61,281.25	321,281.25
11/01/2028	-	-	-	52,668.75	52,668.75
05/01/2029	280,000.00	-	6.625%	52,668.75	332,668.75
11/01/2029	-	-	-	43,393.75	43,393.75
05/01/2030	295,000.00	-	6.625%	43,393.75	338,393.75
11/01/2030	-	-	-	33,621.88	33,621.88
05/01/2031	315,000.00	-	6.625%	33,621.88	348,621.88
11/01/2031	-	-	-	23,187.50	23,187.50
05/01/2032	340,000.00	-	6.625%	23,187.50	363,187.50
11/01/2032	-	-	-	11,925.00	11,925.00
05/01/2033	360,000.00	-	6.625%	11,925.00	371,925.00
Total	\$2,925,000.00			\$1,290,218.75	\$4,215,218.75

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
DEBT SERVICE FUND BUDGET - SERIES 2014 - 2A (REFUNDED SERIES 2002A)
FISCAL YEAR 2024**

	Fiscal Year 2023				Adotped Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ 365,094	\$ 95,047	\$ 270,047	\$ 365,094	\$ 444,722
Interest	-	16	-	16	-
Total revenues	<u>365,094</u>	<u>95,063</u>	<u>270,047</u>	<u>365,110</u>	<u>444,722</u>
EXPENDITURES					
Debt service					
Principal	175,000	-	175,000	175,000	185,000
Interest	190,094	95,047	95,047	190,094	178,063
Total expenditures	<u>365,094</u>	<u>95,047</u>	<u>270,047</u>	<u>365,094</u>	<u>363,063</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	16	-	16	81,659
Fund balance:					
Beginning fund balance (unaudited)	981	981	997	997	1,013
Ending fund balance (projected)	<u>\$ 981</u>	<u>\$ 997</u>	<u>\$ 997</u>	<u>\$ 1,013</u>	<u>82,672</u>
Use of fund balance:					
Debt service reserve account balance					-
Interest expense - November 1, 2024					(82,672)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ -</u>

Fiddler's Creek # 1

Community Development District

Series 2014-2A (Bonds Bifurcated 5/2017)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2023	-	-	89,031.25	89,031.25
05/01/2024	185,000.00	6.875%	89,031.25	274,031.25
11/01/2024	-	-	82,671.88	82,671.88
05/01/2025	200,000.00	6.875%	82,671.88	282,671.88
11/01/2025	-	-	75,796.88	75,796.88
05/01/2026	215,000.00	6.875%	75,796.88	290,796.88
11/01/2026	-	-	68,406.25	68,406.25
05/01/2027	230,000.00	6.875%	68,406.25	298,406.25
11/01/2027	-	-	60,500.00	60,500.00
05/01/2028	245,000.00	6.875%	60,500.00	305,500.00
11/01/2028	-	-	52,078.13	52,078.13
05/01/2029	265,000.00	6.875%	52,078.13	317,078.13
11/01/2029	-	-	42,968.75	42,968.75
05/01/2030	280,000.00	6.875%	42,968.75	322,968.75
11/01/2030	-	-	33,343.75	33,343.75
05/01/2031	300,000.00	6.875%	33,343.75	333,343.75
11/01/2031	-	-	23,031.25	23,031.25
05/01/2032	325,000.00	6.875%	23,031.25	348,031.25
11/01/2032	-	-	11,859.38	11,859.38
05/01/2033	345,000.00	6.875%	11,859.38	356,859.38
Total	\$2,590,000.00	-	\$1,470,562.50	\$4,395,562.50

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
DEBT SERVICE FUND BUDGET SERIES - 2014-2B (REFUNDED SERIES 2002A)
FISCAL YEAR 2024**

	Fiscal Year 2023				Adotped Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 234,600				\$ 219,300
Allowable discounts (4%)	(9,384)				(8,772)
Assessment levy: on-roll - net	225,216	\$ 172,365	\$ 52,851	\$ 225,216	210,528
Assessment prepayments	-	68,582	-	68,582	-
Interest	-	6,456	-	6,456	-
Total revenues	225,216	247,403	52,851	300,254	210,528
EXPENDITURES					
Debt service					
Principal	105,000	-	80,000	80,000	85,000
Principal prepayment	-	349,844	75,000	424,844	
Interest	114,469	57,234	45,203	102,437	79,750
Total debt service	219,469	407,078	200,203	607,281	164,750
Other fees & charges					
Property appraiser	3,519	-	3,519	3,519	3,290
Tax collector	4,692	3,446	1,246	4,692	4,386
Total other fees & charges	8,211	3,446	4,765	8,211	7,676
Total expenditures	227,680	410,524	204,968	615,492	172,426
Excess/(deficiency) of revenues over/(under) expenditures	(2,464)	(163,121)	(152,117)	(315,238)	38,102
Beginning fund balance (unaudited)	459,750	726,595	563,474	726,595	411,357
Ending fund balance (projected)	\$ 457,286	\$ 563,474	\$ 411,357	\$ 411,357	449,459
Use of fund balance:					
Debt service reserve account balance					(100,000)
Interest expense - November 1, 2024					(36,953)
Projected fund balance surplus/(deficit) as of September 30, 2024					\$ 312,506

Fiddler's Creek # 1

Community Development District

Series 2014-2B (Bonds Bifurcated 5/2017)

Debt Service Schedule

Date	Principal	Prepayment	Coupon	Interest
11/01/2023	-	-	-	39,875.00
05/01/2024	85,000.00	-	6.875%	39,875.00
11/01/2024	-	-	-	36,953.13
05/01/2025	90,000.00	-	6.875%	36,953.13
11/01/2025	-	-	-	33,859.38
05/01/2026	95,000.00	-	6.875%	33,859.38
11/01/2026	-	-	-	30,593.75
05/01/2027	100,000.00	-	6.875%	30,593.75
11/01/2027	-	-	-	27,156.25
05/01/2028	110,000.00	-	6.875%	27,156.25
11/01/2028	-	-	-	23,375.00
05/01/2029	120,000.00	-	6.875%	23,375.00
11/01/2029	-	-	-	19,250.00
05/01/2030	125,000.00	-	6.875%	19,250.00
11/01/2030	-	-	-	14,953.13
05/01/2031	135,000.00	-	6.875%	14,953.13
11/01/2031	-	-	-	10,312.50
05/01/2032	145,000.00	-	6.875%	10,312.50
11/01/2032	-	-	-	5,328.13
05/01/2033	155,000.00	-	6.875%	5,328.13
Total	1,240,000.00	-	-	585,750.00

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
DEBT SERVICE FUND BUDGET - SERIES 2014 - 3 (REFUNDED SERIES 2005)
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Adotped Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		
REVENUES					
Assessment levy: off-roll	\$ 591,800	\$ 180,900	\$ 410,900	\$ 591,800	\$ 759,650
Total revenues	<u>591,800</u>	<u>180,900</u>	<u>410,900</u>	<u>591,800</u>	<u>759,650</u>
EXPENDITURES					
Debt service					
Principal	230,000	-	230,000	230,000	245,000
Interest	361,800	180,900	180,900	361,800	348,000
Total expenditures	<u>591,800</u>	<u>180,900</u>	<u>410,900</u>	<u>591,800</u>	<u>593,000</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	-	166,650
Beginning fund balance (unaudited)	<u>187,500</u>	-	-	-	-
Ending fund balance (projected)	<u>\$ 187,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>166,650</u>
Use of fund balance:					
Debt service reserve account balance					-
Interest expense - November 1, 2024					(166,650)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ -</u>

Fiddler's Creek # 1

Community Development District

Series 2014-3

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2023	-	-	174,000.00	174,000.00
05/01/2024	245,000.00	6.000%	174,000.00	419,000.00
11/01/2024	-	-	166,650.00	166,650.00
05/01/2025	260,000.00	6.000%	166,650.00	426,650.00
11/01/2025	-	-	158,850.00	158,850.00
05/01/2026	275,000.00	6.000%	158,850.00	433,850.00
11/01/2026	-	-	150,600.00	150,600.00
05/01/2027	295,000.00	6.000%	150,600.00	445,600.00
11/01/2027	-	-	141,750.00	141,750.00
05/01/2028	315,000.00	6.000%	141,750.00	456,750.00
11/01/2028	-	-	132,300.00	132,300.00
05/01/2029	330,000.00	6.000%	132,300.00	462,300.00
11/01/2029	-	-	122,400.00	122,400.00
05/01/2030	355,000.00	6.000%	122,400.00	477,400.00
11/01/2030	-	-	111,750.00	111,750.00
05/01/2031	375,000.00	6.000%	111,750.00	486,750.00
11/01/2031	-	-	100,500.00	100,500.00
05/01/2032	395,000.00	6.000%	100,500.00	495,500.00
11/01/2032	-	-	88,650.00	88,650.00
05/01/2033	420,000.00	6.000%	88,650.00	508,650.00
11/01/2033	-	-	76,050.00	76,050.00
05/01/2034	450,000.00	6.000%	76,050.00	526,050.00
11/01/2034	-	-	62,550.00	62,550.00
05/01/2035	475,000.00	6.000%	62,550.00	537,550.00
11/01/2035	-	-	48,300.00	48,300.00
05/01/2036	505,000.00	6.000%	48,300.00	553,300.00
11/01/2036	-	-	33,150.00	33,150.00
05/01/2037	535,000.00	6.000%	33,150.00	568,150.00
11/01/2037	-	-	17,100.00	17,100.00
05/01/2038	570,000.00	6.000%	17,100.00	587,100.00
Total	5,800,000.00		3,906,000.00	10,156,000.00

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
DEBT SERVICE FUND BUDGET - SERIES 2014 - 4 (REFUNDED SERIES 2005)
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Adotped Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		
REVENUES					
Assessment levy: off-roll	\$ 627,200	\$ 191,100	\$ 436,100	\$ 627,200	\$ 804,978
Total revenues & proceeds	<u>627,200</u>	<u>191,100</u>	<u>436,100</u>	<u>627,200</u>	<u>804,978</u>
EXPENDITURES					
Debt service					
Principal	245,000	-	245,000	245,000	260,000
Interest	382,200	191,100	191,100	382,200	367,500
Total expenditures	<u>627,200</u>	<u>191,100</u>	<u>436,100</u>	<u>627,200</u>	<u>627,500</u>
Fund balance:					
Beginning fund balance (unaudited)	(1,528)	-	-	(1,528)	(1,528)
Ending fund balance (projected)	<u>\$ (1,528)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,528)</u>	<u>175,950</u>
Use of fund balance:					
Debt service reserve account balance					-
Interest expense - November 1, 2024					(175,950)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ -</u>

Fiddler's Creek # 1

Community Development District

Series 2014-4

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2023	-	-	183,750.00	183,750.00
05/01/2024	260,000.00	6.000%	183,750.00	443,750.00
11/01/2024	-	-	175,950.00	175,950.00
05/01/2025	275,000.00	6.000%	175,950.00	450,950.00
11/01/2025	-	-	167,700.00	167,700.00
05/01/2026	295,000.00	6.000%	167,700.00	462,700.00
11/01/2026	-	-	158,850.00	158,850.00
05/01/2027	310,000.00	6.000%	158,850.00	468,850.00
11/01/2027	-	-	149,550.00	149,550.00
05/01/2028	330,000.00	6.000%	149,550.00	479,550.00
11/01/2028	-	-	139,650.00	139,650.00
05/01/2029	350,000.00	6.000%	139,650.00	489,650.00
11/01/2029	-	-	129,150.00	129,150.00
05/01/2030	370,000.00	6.000%	129,150.00	499,150.00
11/01/2030	-	-	118,050.00	118,050.00
05/01/2031	395,000.00	6.000%	118,050.00	513,050.00
11/01/2031	-	-	106,200.00	106,200.00
05/01/2032	420,000.00	6.000%	106,200.00	526,200.00
11/01/2032	-	-	93,600.00	93,600.00
05/01/2033	445,000.00	6.000%	93,600.00	538,600.00
11/01/2033	-	-	80,250.00	80,250.00
05/01/2034	475,000.00	6.000%	80,250.00	555,250.00
11/01/2034	-	-	66,000.00	66,000.00
05/01/2035	500,000.00	6.000%	66,000.00	566,000.00
11/01/2035	-	-	51,000.00	51,000.00
05/01/2036	535,000.00	6.000%	51,000.00	586,000.00
11/01/2036	-	-	34,950.00	34,950.00
05/01/2037	565,000.00	6.000%	34,950.00	599,950.00
11/01/2037	-	-	18,000.00	18,000.00
05/01/2038	600,000.00	6.000%	18,000.00	618,000.00
Total	6,125,000.00		4,123,500.00	10,723,500.00

**Fiddler's Creek
Community Development District
2023 - 2024 Preliminary Assessments**

***** PRELIMINARY*****

**Collier County
PAID IN FULL
5/1/2018**

2013-2 Series Bond Issue (REFINANCED 2006)					Outstanding Principal after 2023-2024 tax payment
Residential Neighborhoods (per unit)	Bond Designation	Debt Service Assessment	General Fund#1 O & M Assessment	Total Assessment	
Isla Del Sol	ESTATE SF	\$ -	\$ 1,547.22	\$ 1,547.22	PAID IN FULL
Isla Del Sol II	ESTATE SF 2	\$ -	1,547.22	1,547.22	PAID IN FULL
Mulberry Row I	SF	\$ -	1,547.22	1,547.22	PAID IN FULL
Mulberry Row II	SF 1	\$ -	1,547.22	1,547.22	PAID IN FULL
Mallard Landing	SF 2	\$ -	1,547.22	1,547.22	PAID IN FULL
Bellagio	PATIO 2	\$ -	1,547.22	1,547.22	PAID IN FULL
Bellagio II	PATIO 3	\$ -	1,547.22	1,547.22	PAID IN FULL
Pepper Tree	PATIO	\$ -	1,547.22	1,547.22	PAID IN FULL
Cotton Green	PATIO	\$ -	1,547.22	1,547.22	PAID IN FULL
Cotton Green II	PATIO 4	\$ -	1,547.22	1,547.22	PAID IN FULL
Cascada	VILLA 2	\$ -	1,547.22	1,547.22	PAID IN FULL
Bent Creek	VILLA	\$ -	1,547.22	1,547.22	PAID IN FULL
Cardinal Cove	VILLA	\$ -	1,547.22	1,547.22	PAID IN FULL
Deer Crossing II	MF 2	\$ -	1,547.22	1,547.22	PAID IN FULL
Deer Crossing I	MF	\$ -	1,547.22	1,547.22	PAID IN FULL
Whisper Trace	MF	\$ -	1,547.22	1,547.22	PAID IN FULL
Hawks Nest	MF	\$ -	1,547.22	1,547.22	PAID IN FULL

Fiscal year 2022 - 2023 Assessments:	ESTATE SF	\$ -	\$ 1,548.22	\$ 1,548.22	PAID IN FULL
	ESTATE SF 2	\$ -	1,548.22	1,548.22	PAID IN FULL
	SF	\$ -	1,548.22	1,548.22	PAID IN FULL
	SF 1	\$ -	1,548.22	1,548.22	PAID IN FULL
	SF 2	\$ -	1,548.22	1,548.22	PAID IN FULL
	PATIO 4	\$ -	1,548.22	1,548.22	PAID IN FULL
	PATIO 3	\$ -	1,548.22	1,548.22	PAID IN FULL
	PATIO 2	\$ -	1,548.22	1,548.22	PAID IN FULL
	PATIO	\$ -	1,548.22	1,548.22	PAID IN FULL
	VILLA 2	\$ -	1,548.22	1,548.22	PAID IN FULL
	VILLA	\$ -	1,548.22	1,548.22	PAID IN FULL
	MF 2	\$ -	1,548.22	1,548.22	PAID IN FULL
	MF	\$ -	1,548.22	1,548.22	PAID IN FULL

**Fiddler's Creek
Community Development District
2023 - 2024 Preliminary Assessments**

***** PRELIMINARY*****

**Collier County
PAID IN FULL
5/1/2021**

2013-1 Series Bond Issue (REFINANCED 1999)					Outstanding Principal after 2023-2024 tax payment
Residential Neighborhoods (per unit)	Bond Designation	Debt Service Assessment	General Fund#1 O & M Assessment	Total Assessment	
Sauvignon II	SF IV	\$ -	\$ 1,547.22	\$ 1,547.22	PAID IN FULL
Sauvignon	SF III	\$ -	1,547.22	1,547.22	PAID IN FULL
Mahogany Bend	SF II	\$ -	1,547.22	1,547.22	PAID IN FULL
Mahogany Bend II (unsold)	SF IV	\$ -	1,547.22	1,547.22	PAID IN FULL
Cranberry Crossing	SF I	\$ -	1,547.22	1,547.22	PAID IN FULL
Cranberry Crossing III	SF IV	\$ -	1,547.22	1,547.22	PAID IN FULL
Runaway Bay	SF V	\$ -	1,547.22	1,547.22	PAID IN FULL
Majorca	PATIO I	\$ -	1,547.22	1,547.22	PAID IN FULL
Majorca II (unsold)	PATIO II	\$ -	1,547.22	1,547.22	PAID IN FULL
Montreux	QUAD I	\$ -	1,547.22	1,547.22	PAID IN FULL
Cherry Oaks	QUAD II	\$ -	1,547.22	1,547.22	PAID IN FULL
Foundation Club/Spa	Amenity	\$ -	77,360.99	77,360.99	PAID IN FULL
Fiscal year 2022 - 2023 Assessments:					
	SF V	\$ -	\$ 1,548.22	\$ 1,548.22	PAID IN FULL
	SF IV	\$ -	1,548.22	1,548.22	PAID IN FULL
	SF III	\$ -	1,548.22	1,548.22	PAID IN FULL
	SF II	\$ -	1,548.22	1,548.22	PAID IN FULL
	SF I	\$ -	1,548.22	1,548.22	PAID IN FULL
	PATIO I	\$ -	1,548.22	1,548.22	PAID IN FULL
	PATIO II	\$ -	1,548.22	1,548.22	PAID IN FULL
	QUAD I	\$ -	1,548.22	1,548.22	PAID IN FULL
	QUAD II	\$ -	1,548.22	1,548.22	PAID IN FULL
	Amenity	\$ -	77,410.91	77,410.91	PAID IN FULL

**Fiddler's Creek
Community Development District
2023 - 2024 Preliminary Assessments**

***** PRELIMINARY*****

**Collier County
9 years remaining**

RESTRUCTURED Series 2014-1 Bond Issue Marsh Cove Phase 1			General Fund#1		Outstanding Principal after 2023-2024 tax payment
Residential Neighborhoods (per unit)	Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	
Block A	SF	\$ 5,100.00	\$ 1,547.22	\$ 6,647.22	\$ 31,612.15
Block B	SF	\$ 5,100.00	1,547.22	6,647.22	31,612.15
Block C	SF	\$ 5,100.00	1,547.22	6,647.22	31,612.15
Block D	SF	\$ 5,100.00	1,547.22	6,647.22	31,612.15
Fiscal year 2022 - 2023 Assessments:					
	SF sold	\$ 5,100.00	\$ 1,548.22	\$ 6,648.22	\$ 33,780.49

**Fiddler's Creek
Community Development District
2023 - 2024 Preliminary Assessments**

***** PRELIMINARY*****

**Collier County
9 years remaining**

RESTRUCTURED Series 2014-2B Bond Issue Marsh Cove Phase 2			General Fund#1		Outstanding Principal after 2023-2024 tax payment
Residential Neighborhoods (per unit)	Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	
Block A	SF	\$ 5,100.00	\$ 1,547.22	\$ 6,647.22	\$ 31,098.33
Block B	SF	\$ 5,100.00	\$ 1,547.22	\$ 6,647.22	31,098.33
Block C	SF	\$ 5,100.00	\$ 1,547.22	\$ 6,647.22	31,098.33
Block D	SF	\$ 5,100.00	\$ 1,547.22	\$ 6,647.22	31,098.33
Fiscal year 2022 - 2023 Assessments:					
	SF	\$ 5,100.00	\$ 1,548.22	\$ 6,648.22	\$ 33,191.49

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

**UNAUDITED
FINANCIAL
STATEMENTS**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2023**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 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
ASSETS							
Operating accounts							
SunTrust	\$ 506,651	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 506,651
Assessment account-Horizons Bank	302,034	-	-	-	-	-	302,034
Centennial Bank - MMA	78,107	-	-	-	-	-	78,107
Finemark - MMA	249,014	-	-	-	-	-	249,014
Finemark - ICS	2,627,671	-	-	-	-	-	2,627,671
Investments							
Revenue	-	273,704	132	267,019	200	212	541,267
Reserve - series B	-	-	-	107,287	-	-	107,287
Prepayment	-	-	1,012	1,288	-	-	2,300
Prepayment - 2002B exchange	-	465	-	-	-	-	465
Undeposited funds	-	-	-	33,191	-	-	33,191
Due from general fund	-	8,604	-	3,883	-	-	12,487
Due from developer	62,773	-	-	-	-	-	62,773
Due from Fiddler's Creek CDD #2	20,164	-	-	-	-	-	20,164
Prepaid expense	1,262	-	-	-	-	-	1,262
Deposits	5,125	-	-	-	-	-	5,125
Total assets	<u>\$ 3,852,801</u>	<u>\$ 282,773</u>	<u>\$ 1,144</u>	<u>\$ 412,668</u>	<u>\$ 200</u>	<u>\$ 212</u>	<u>\$ 4,549,798</u>
LIABILITIES & FUND BALANCES							
Liabilities:							
Due to other funds							
Debt service 2014-1	8,604	-	-	-	-	-	8,604
Debt service 2014-2B	3,883	-	-	-	-	-	3,883
Due to Fiddler's Creek CDD #2	203,494	-	-	-	-	-	203,494
Landshore Enterprises retainage	3,316	-	-	-	-	-	3,316
Total liabilities	<u>219,297</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>219,297</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	62,773	-	-	-	-	-	62,773
Total deferred inflows of resources	<u>62,773</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>62,773</u>
Fund balances:							
Restricted for							
Debt service	-	282,773	1,144	412,668	200	212	696,997
Unassigned	3,570,731	-	-	-	-	-	3,570,731
Total fund balances	<u>3,570,731</u>	<u>282,773</u>	<u>1,144</u>	<u>412,668</u>	<u>200</u>	<u>212</u>	<u>4,267,728</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 3,852,801</u>	<u>\$ 282,773</u>	<u>\$ 1,144</u>	<u>\$ 412,668</u>	<u>\$ 200</u>	<u>\$ 212</u>	<u>\$ 4,549,798</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 20,245	\$ 2,450,131	\$ 2,447,892	100%
Assessment levy: off-roll	31,386	251,093	376,639	67%
Interest	409	3,408	-	N/A
Miscellaneous	-	7,594	-	N/A
Total revenues	<u>52,040</u>	<u>2,712,226</u>	<u>2,824,531</u>	96%
EXPENDITURES				
Administrative				
Supervisors	1,077	7,535	12,918	58%
Management	5,044	45,394	60,525	75%
Assessment roll preparation	-	25,490	25,490	100%
Accounting services	1,647	14,823	19,764	75%
Audit	-	7,650	15,400	50%
Legal	1,156	11,346	25,000	45%
Legal - special counsel	-	6,434	-	N/A
Engineering	5,205	38,695	50,000	77%
Telephone	70	628	838	75%
Postage	157	1,481	2,300	64%
Insurance	-	32,826	30,000	109%
Printing and binding	54	494	659	75%
Legal advertising	287	1,064	2,000	53%
Office supplies	-	156	750	21%
Annual district filing fee	-	175	175	100%
Trustee	-	-	15,500	0%
Arbitrage rebate calculation	-	-	4,000	0%
Contingencies	20	494	4,000	12%
Website/ADA website compliance	-	210	920	23%
Dissemination agent	986	8,871	11,828	75%
Total administrative	<u>15,703</u>	<u>203,766</u>	<u>282,067</u>	72%
Field management				
Field management services	2,186	19,678	26,237	75%
Total field management	<u>2,186</u>	<u>19,678</u>	<u>26,237</u>	75%
Water management maintenance				
Other contractual	30,450	181,785	279,756	65%
Fountains	4,653	51,155	65,000	79%
Total water management maintenance	<u>35,103</u>	<u>232,940</u>	<u>344,756</u>	68%
Street lighting				
Contractual services	1,905	10,880	15,000	73%
Electricity	2,472	24,881	28,000	89%
Holiday lighting program	-	16,500	16,500	100%
Miscellaneous	-	-	1,500	0%
Hurricane contract svc	-	816	-	N/A
Total street lighting	<u>4,377</u>	<u>53,077</u>	<u>61,000</u>	87%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
Landscaping				
Other contractual - landscape maintenance	91,284	632,132	986,000	64%
Other contractual - flowers	-	41,623	52,000	80%
Other contractual - mosquito control	-	-	40,000	0%
Improvements and renovations	46,335	77,487	125,000	62%
Contingencies	-	-	15,000	0%
Hurricane clean-up	2,235	9,795	-	N/A
Total landscaping	<u>139,854</u>	<u>761,037</u>	<u>1,218,000</u>	62%
Roadway				
Roadway maintenance	2,950	182,391	85,000	215%
Capital outlay	-	-	40,000	0%
Total roadway	<u>2,950</u>	<u>182,391</u>	<u>125,000</u>	146%
Irrigation supply				
Electricity	67	584	750	78%
Repairs and maintenance	-	1,082	50,000	2%
Other contractual-irrigation manager	-	26,250	50,000	53%
Capital Outlay	203,494	203,494	-	N/A
Supply system	24,645	133,999	552,475	24%
Total irrigation supply	<u>228,206</u>	<u>365,409</u>	<u>653,225</u>	56%
Other fees & charges				
Property appraiser	-	6,978	38,248	18%
Tax collector	402	48,970	50,998	96%
Total other fees & charges	<u>402</u>	<u>55,948</u>	<u>89,246</u>	63%
Total expenditures	<u>428,781</u>	<u>1,874,246</u>	<u>2,799,531</u>	67%
Excess/(deficiency) of revenues over/(under) expenditures	(376,741)	837,980	25,000	
Fund balances - beginning	3,947,472	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	2,412,598	2,412,598	796,844	
Fund balances - ending	<u>\$ 3,570,731</u>	<u>\$ 3,570,731</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 JUNE 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 3,321	\$ 401,934	\$ 396,576	101%
Assessment prepayments	-	33,780	-	N/A
Interest	1,081	10,015	-	N/A
Total revenues	<u>4,402</u>	<u>445,729</u>	<u>396,576</u>	112%
EXPENDITURES				
Debt service				
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%
Other fees & charges				
Property appraiser	-	-	6,197	0%
Tax collector	66	8,033	8,262	97%
Total other fees & charges	<u>66</u>	<u>8,033</u>	<u>14,459</u>	56%
Total expenditures	<u>66</u>	<u>429,133</u>	<u>400,559</u>	107%
Excess/(deficiency) of revenues over/(under) expenditures	4,336	16,596	(3,983)	
Fund balances - beginning	278,437	266,177	315,151	
Fund balances - ending	<u>\$ 282,773</u>	<u>\$ 282,773</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 JUNE 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 365,093	\$ 365,094	100%
Interest	4	164	-	N/A
Total revenues	<u>4</u>	<u>365,257</u>	<u>365,094</u>	100%
EXPENDITURES				
Debt service				
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	4	163	-	
Fund balances - beginning	1,140	981	981	
Fund balances - ending	<u>\$ 1,144</u>	<u>\$ 1,144</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 JUNE 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 1,499	\$ 181,401	\$ 225,216	81%
Assessment prepayments	-	101,773	-	N/A
Interest	1,604	13,805	-	N/A
Total revenues	<u>3,103</u>	<u>296,979</u>	<u>225,216</u>	132%
EXPENDITURES				
Debt service				
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%
Other fees & charges				
Property appraiser	-	-	3,519	0%
Tax collector	30	3,625	4,692	77%
Total other fees & charges	<u>30</u>	<u>3,625</u>	<u>8,211</u>	44%
Total expenditures	<u>30</u>	<u>610,906</u>	<u>227,680</u>	268%
Excess/(deficiency) of revenues over/(under) expenditures	3,073	(313,927)	(2,464)	
Fund balances - beginning	409,595	726,595	459,750	
Fund balances - ending	<u>\$ 412,668</u>	<u>\$ 412,668</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 JUNE 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 591,800	\$ 591,800	100%
Interest	-	200	-	N/A
Total revenues	<u>-</u>	<u>592,000</u>	<u>591,800</u>	100%
EXPENDITURES				
Debt service				
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	-	200	-	
Fund balances - beginning	200	-	187,500	
Fund balances - ending	<u>\$ 200</u>	<u>\$ 200</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 JUNE 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 627,200	\$ 627,200	100%
Interest	-	212	-	N/A
Total revenues	<u>-</u>	<u>627,412</u>	<u>627,200</u>	100%
EXPENDITURES				
Debt service				
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	-	212	-	
Fund balances - beginning	212	-	(1,528)	
Fund balances - ending	<u>\$ 212</u>	<u>\$ 212</u>	<u>\$ (1,528)</u>	

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

MINUTES

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 June 28, 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	District Counsel
Terry Cole	District Engineer
Joe Parisi	Developer General Manager
Aaron Hack	Developer’s Deputy General Counsel
Ryan Hennessey	Fiddler’s Creek Director of Human Affairs & Safety
Mike Barrow	GulfScapes Landscape Management
Alex Kurth	Premier Lakes, Inc.
Bill Kurth	Premier Lakes, Inc.
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.

41 **THIRD ORDER OF BUSINESS****Quality Control Lake Report - Premier
Lakes, Inc. (Alex Kurth)**

42
43
44 Mr. Bill Kurth presented the Quality Control Lake Report and highlighted the following:

45 ➤ Additional Sonar® treatments were applied to previously treated lakes; initial results
46 look very good. The herbicide remains in the water for a time as it works slowly; 100% control is
47 anticipated.

48 ➤ Water levels are improving but are still very low.

49 ➤ Broad leaf weeds in the broad littoral shelves have been a challenge but headway is
50 being made. Areas mentioned last month were sprayed multiple times but more work is
51 needed. Bare areas are doing well with beneficial littoral plant growth and should look
52 significantly better within one month.

53 ➤ Algae is being treated when observed, particularly in shallow areas such as Cardinal
54 Cove. Aggressive treatments will be repeated.

55 Discussion ensued regarding the lake across from The Club, which has significant algae.

56 A Board Member stated that lake is owned by The Rookery. Mr. Kurth stated that area is
57 treated by a different vendor.

58

59 **FOURTH ORDER OF BUSINESS****Update: Collier County Comprehensive
Watershed Improvement Plan (Daniel
Roman)**

60

61
62
63 Mr. Pires stated he received an email yesterday advising that Mr. Daniel Roman could
64 not attend today; he will attempt to reschedule.

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 or
71 Pressurewashing@Fiddlerscreek.com or directly to the Safety Department. He reported the
72 following:

73 ➤ The flag outside the building was replaced following the last meeting. It was noted that
74 the flag on the center median on 951 is the one that needs to be replaced. Mr. Hennessey
75 stated it will be addressed promptly.

76 ➤ The hole on Mulberry that was discussed at the last meeting was addressed.

77 ➤ Juniper advised that GulfScapes might have trimmed trees and addressed issues in CDD
78 #1; upon receipt of the invoices, GulfScapes will be compensated based on the CDD's contract
79 with The Foundation. Questions about trees should be emailed to Mr. Hennessey, with a photo
80 and the exact location.

81 Mrs. Adams submitted information about a CDD oak tree leaning over The Foundation's
82 property that needs to be trimmed back to the hedge. Mr. Slater stated a CDD tree limb is
83 hanging over a homeowner's roof at the corner of Bent Creek and Fiddler's Creek Parkway. Mr.
84 Hennessey stated those will be addressed.

85 Discussion ensued regarding a dead ligustrum opposite The Club.

86 Mrs. Adams stated it is on The Foundation's property.

87 ➤ The Championship Gate Monument was pressure washed.

88 Asked if a proposal for painting the monument was received, Mrs. Adams stated she is
89 waiting on an additional proposal.

90 ➤ Crews were advised to be attentive and perform complete cleanings. The crews will
91 address any unsatisfactory areas, safety concerns and monuments.

92 Mrs. Adams advised Mr. Hennessey about a slip and fall hazard on Mulberry Lane that
93 needs to be addressed by the pressure cleaning crew.

94 Mr. Hennessey stated the same pressure cleaning schedule will be followed next year
95 and special needs will be continually addressed and prioritized.

96 **B. Security and Safety Update**

97 Mr. Hennessey reviewed the monthly PowerPoint presentation, which included
98 reminders to first call 911 in an emergency, followed by reporting the incident or other non-
99 emergency matters to the Community Patrol. He encouraged residents to register guests via
100 the member's website, mobile app, calling the Automated Gatehouse or emailing
101 Safety@Fiddlerscreek.com.

102 ➤ Staff members are directing trucks going to Marsh Cove, Cherry Oaks and the golf
103 course to use the construction roads rather than private roads.

104 Mr. Hennessey discussed an incident in which three males were seen on a homeowner's
105 camera at 11:40 p.m., on Wednesday June 14, 2023. It was not reported to Security until
106 Thursday June 15, 2023 at 10:30 a.m. The homeowner thinks one was holding an air horn. Mr.
107 Hennessey immediately advised the caller to contact the Sheriff's Department. Sheriff Deputies
108 canvassed the neighborhood. On Friday, June 16, 2023, a door was knocked on in Chiasso. This
109 is thought to be a TikTok prank involving knocking on doors and running away. There was no
110 invasion, robbery, burglary, violence or vandalism.

111

112 **SIXTH ORDER OF BUSINESS**

112 **Developer's Report**

113

114 Mr. Parisi reported the following:

115 ➤ The Oyster Harbor and Dorado communities are under construction; 18 homes on Fanny
116 Bay North are sold and most are under construction. Seven in Dorado are under construction.

117 ➤ Construction Compound: Landscaping and hydroseeding were completed. Sod has not
118 been delivered yet. Some fencing issues arose due to a fire hydrant but the fence should be
119 completed next week. When the project is complete, only one set of gates will remain.

120 ➤ Championship Gatehouse: The plan will be submitted next week. It will look similar to
121 the other gatehouses. The intended start date will be August 1, 2023. Mr. Jonathan Walsh, who
122 used to work for the County, is working on the project.

123 ➤ Emails will be sent in mid-July, August and September to remind drivers to avoid
124 Championship Drive. Internal signs will be put on Fiddler's Creek Parkway to deter turning onto
125 Championship Drive and having to turn back.

126 Mr. Pires noted the Notice of Commencement (NOC) will need to be executed and
127 suggested the Maintenance of Traffic (MOT) Plan be added to the next agenda.

128 Mr. Parisi introduced Mr. Aaron Hack, Deputy General Counsel.

129

130 **On MOTION by Mr. Schmitt and seconded by Mr. Slater, with all in favor,**
131 **authorizing Staff to prepare the Notice of Commencement and for the Chair to**
132 **execute, was approved.**

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134
135 Mr. Christensen inquired about the excavation markings on Runaway discussed at the
136 last meeting. Mr. Parisi stated he was unable to locate the party responsible for the markings.

137 Discussion ensued regarding recent surveys in the area and homes for sale.

138 ➤ Championship Gatehouse: Construction should be completed at the end of October.

139 Mr. Slater sent the schedule to Mr. Adams to be emailed to the Board Members.

140 ➤ The Golf Clubhouse is under construction and should be completed by the end of
141 January 2024. Grass for the driving range and practice facility is being installed.

142 ➤ Design work for the dog park is ongoing and will hopefully be completed in the summer.

143 The small and large dog parks, facilities and parking will be in CDD #2 by Varena and Laguna.

144 Discussion ensued regarding the location of the dog park and the Fire Station parcel.

145 Mr. Parisi believed the dog park cost and maintenance will be borne by The Foundation.

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147 **SEVENTH ORDER OF BUSINESS**

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

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150 • **Continued Discussion/Consideration of Proposal for Mulberry Lane Road and Valley**
151 **Gutter Repairs Due to Tree Roots**

152 Mr. Cole presented a Collier Paving proposal of approximately \$19,000 for valley gutter
153 and road repairs due to tree roots. He suggested monitoring this as it is an aesthetic issue
154 caused by the tree and it is not causing any catastrophic flooding.

155 Mr. Schmitt discussed spalling in the road and expressed frustration as he believes the
156 area was previously repaired but the tree roots were not treated. He and Mr. Cole discussed
157 the repair and were unable to agree on the location in question. Mr. Cole and Mr. Schmitt will
158 inspect the area and report their findings at the next meeting.

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160 **On MOTION by Mr. Slater and seconded by Mr. Schmitt, with all in favor,**
161 **tabling this item to the next meeting, was approved.**

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EIGHTH ORDER OF BUSINESS**Discussion/Consideration of Concrete
Repairs Proposals**

Mr. Cole presented the following:

A. Collier Paving and Concrete, Curb Repairs

Mr. Schmitt inquired about the repairs listed. Mr. Cole stated the repairs in Item 8A represent areas requiring repair and replacement since the last time he inspected; they are structural cracks, not aesthetic repairs. The sidewalks listed in item 8B are lifted and/or cracked.

On MOTION by Mr. Weinberg and seconded by Mr. Slater, with all in favor, the Collier Paving Curb Repairs proposal, in the amount of \$20,519.85, was approved.

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Mr. Schmitt suggested adding the repair noted in the Seventh Order of Business to this contract, pending Mr. Cole's inspection, rather than mobilizing for just one area.

B. Collier Paving and Concrete, Sidewalk Repairs

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On MOTION by Mr. Schmitt and seconded by Mr. Weinberg, with all in favor, the Collier Paving Sidewalk Repairs proposal, in the amount of \$12,290.93, was approved.

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C. Timo Brothers, Inc., Paver Repairs

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On MOTION by Mr. Schmitt and seconded by Mr. Weinberg, with all in favor, the Timo Brothers, Inc., Paver Repairs proposal, in the amount of \$1,020, was approved.

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193
194

Continued: Engineer's Report: Hole Montes, a Bowman Company

195
196

Mr. Schmitt asked if the sidewalk from Fiddler's Creek Parkway to the main gate was evaluated. Mr. Cole believes all areas were evaluated and some only need aesthetic repairs.

197 Mr. Cole reported the following:

- 198 ➤ Lake bank repairs are nearing completion and the crew is waiting for the sod.
- 199 ➤ The permanent bags are in place and sacrificial bags are in place but they will not be cut
200 until sod delivery is confirmed because rain could wash away the sand. Most work occurred
201 along the south side of Mallard's Landing; several spots along the south side of Runaway and
202 one location in Bellaggio were addressed. He will survey another area.

203 Mr. Christensen recalled that, at the last meeting, evaluating the rest of Runaway and a
204 portion of Marsh Cove was recommended. Mr. Cole noted the limited funds budgeted and
205 stated the inspector identified numerous areas, which will be inspected, prioritized and
206 addressed according to severity.

- 207 ➤ Florida Department of Transportation (FDOT) approval of the traffic signal is pending.
208 More comments were received but he is optimistic that approval will be forthcoming.
209 Completion by summer 2024 is anticipated.

210 Discussion ensued regarding one-month warning and one-month blinking light periods,
211 equating to approximately two months, before the light is fully functional, once installed.

- 212 ➤ The irrigation pumphouse pumps were ordered and replacement is expected in August
213 or September. The entire roof must be removed to install the pump skid. The architect is
214 working on the roof replacement plans and the permits will be submitted to the County in July.

215 Mr. Schmitt asked if the roofing material was resolved. Mr. Cole believes it was to be a
216 tile roof. Mr. Schmitt recommended a tile roof. Mr. Cole will coordinate with the architect.

217 Mr. Parisi thanked the group that has been working on the Baseline community
218 irrigation project, including Valerie, Aaron and Mr. Benet. He met with consultants and received
219 a request to begin thinking about submitting a Request for Proposals (RFP); he recommended
220 hiring a Construction Manager who understands how to coordinate the installation. He will
221 keep the Board apprised of further developments.

222 Mr. Parisi stated preparations to develop Parcel 6, which is the Driving Range, are
223 underway. The creek is on the outside edge so he would like to install a seawall on the Lake
224 Maintenance Easement (LME).

225 Discussion ensued regarding easements, permits and engineering.

226 Mr. Pires stated the property was the subject of one of the bond series so it might be
227 necessary to engage Bond Counsel to determine if a Supplemental Trust Indenture is needed,
228 as well as a Resolution authorizing the conveyance and a Maintenance Agreement. Mr. Pires
229 stated these issues will be addressed before the next meeting.

230 Mr. Parisi stated the old Hidden Cove, behind Oyster Harbor, will now be called Live
231 Oaks. The Hidden Cove, by Runaway, will remain as Hidden Cove.

232 Mr. Schmitt stated six or seven sections of perimeter fence along Mulberry slipped and
233 a portion of fence on Championship is leaning. Mr. Cole stated it was probably caused by
234 Hurricane Ian; he will have the areas inspected and locate a contractor.

235 Mr. Schmitt stated, in the area where bougainvillea were recently trimmed, he observed
236 rotted wooden guard rails by the creek before the guardhouse; one has bolts falling off. He
237 described the location of the guard rail. Mr. Cole believes the guard rail is required. Mr. Parisi
238 stated, when the bougainvillea were trimmed, trees were also cut down and now there is an
239 open view to residents' yards. He recalled the Board being advised that the community-wide
240 standard needs to be maintained and stated that affected residents are complaining. He will
241 forward photographs of the affected area to address the issue.

242 Mr. Cole stated he will inspect the area and research the requirements.

243

244 **NINTH ORDER OF BUSINESS**

Discussion: Fiscal Year 2024 Budget

245

246 Mr. Christensen noted that the revenues and Equivalent Residential Units (ERUs) on
247 Page 3 assume no new sales. Mr. Adams stated he will confirm that and noted that ERUs usually
248 come in later in the process; although, all 1,510 units are anticipated, as all are platted.

249 Mr. Christensen noted that \$28,000 is budgeted for the "Street lighting- Electricity" line
250 item but electricity is currently \$3,000 per month. Mr. Adams will adjust it to \$36,000.

251 Mr. Weinberg recalled discussions about needing road markings. Mrs. Adams stated Mr.
252 Cole submitted estimates in advance of the last meeting and the estimates were included.

253 Mr. Adams stated the "Lake Bank Erosion" line item was increased from \$60,000 to
254 \$100,000 since the last discussion.

255 Mr. Schmitt stated some of the erosion measures deteriorated. He asked if there is a
256 warranty. Mr. Adams thinks the warranty on the fabric is 15 years; he will research it. Mr.
257 Schmitt noted that some of the areas are new. Mr. Cole asked for the specific information so
258 that he can check on it.

259 Mr. Adams recalled discussion about directing surplus fund balance to the traffic signal
260 project. Mr. Cole stated the current estimate has grown to approximately \$1.420 million. Mr.
261 Adams will adjust the budgeted amount to \$710,000.

262

263 **TENTH ORDER OF BUSINESS**

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

264

265

266 The financials were accepted.

267

268 **ELEVENTH ORDER OF BUSINESS**

**Approval of May 31, 2023 Regular Meeting
Minutes**

269

270

271 The following changes were made:

272 Line 39: Insert “association” before “Boards”

273 Line 110: Insert “Lake” before “41”

274 Line 192: Change “POA” to “HOA”

275

276 **On MOTION by Mr. Schmitt and seconded by Mr. Slater, with all in favor, the**
277 **May 31, 2023 Regular Meeting Minutes, as amended, were approved.**

278

279

280 **TWELFTH ORDER OF BUSINESS**

Action/Agenda or Completed Items

281

282 Items 2, 5, 6 and 10 were completed.

283 Item 7: Delete

284 Mr. Schmitt thinks the stop sign exiting Cherry Oaks was hit, as the frame is bent. Mrs.
285 Adams stated a request was already sent to Lykins. Mr. Weinberg stated the “No Thru Traffic”
286 sign entering Mahogany Bend is faded. Numerous faded stop signs, including exiting Isla Del
287 Sol, were noted.

288 Mr. Cole will review the plat because the plats might continue several hundred feet.
289 Resident Dorothy Hirsch asked about landscaping the Championship Drive berm near
290 her home. Mr. Barrow will address it.
291

THIRTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Woodward, Pires and Lombardo, P.A.****• South Florida Water Management District Engineers Program**

296 Mr. Pires reported the following:

- 297 ➤ Documents were recently forwarded to Mr. Parisi regarding the costs associated with
298 the Boundary Amendment; it is hoped that the CDD will receive reimbursement.
299 ➤ He emailed the County to reschedule the presentation.
300 ➤ The CDD is a member of the Sunshine 811 call-in program so the CDD is eligible to find
301 out who has called for permission to dig. Mr. Cole will look into this.

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

- 303 • **Consideration of Meeting Date Change from December 27, 2023 to December**
304 **13, 2023**

306 **On MOTION by Mr. Schmitt and seconded by Mr. Slater, with all in favor,**
307 **changing the December 27, 2023 meeting to December 13, 2023, was**
308 **approved.**

309

310

- 311 • **NEXT MEETING DATE: July 26, 2023 at 8:00 A.M.**

- 312 ○ **QUORUM CHECK**

313 Supervisors Slater, Christensen, Schmitt and Weinberg confirmed their in-person
314 attendance at the July 26, 2023 meeting. Supervisor Badessa will not attend.

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

316 Mrs. Adams distributed the Monthly Field Operations Report.
317

317

FOURTEENTH ORDER OF BUSINESS**Supervisors' Requests**

318

319

320 There were no Supervisors' requests.

321

322 **FIFTEENTH ORDER OF BUSINESS**

Public Comments

323

324 No members of the public spoke.

325

326 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

327

328 There being nothing further to discuss, the meeting adjourned at 9:16 a.m.

329

330

331

332

333

334

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

335
336
337
338
339
340

Secretary/Assistant Secretary

Chair/Vice Chair

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

**ACTION/AGENDA
ITEMS**

FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION/ AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.27.18	ACTION	Ms. Lord: Request that CDD receive status report on its boundary legal bills. 10.24.18 Mr. Pires: Work w/ Ms. Lord to resolve items. 12.09.20 Mr. Pires: Speak w/ Mr. Parisi re: CDD legal costs reimbursement. 05.26.21 Mr. Pires: Pursue settlement offer & discuss w/ Mr. Parisi. 06.22.22 Mr. Pires: Send details to Mr. Parisi. 07.27.22 Sending pkg today. 12.14.22/01.25.23 Mr. Pires: meet w/ Mr. Parisi to discuss materials. 04.26.23 Sending pkg by next week. 05.31.23 Gathering additional documents; emailing pkg this week.	X			
2	05.31.23	ACTION	Mr. Hennessey: Address condition of flag at the main entrance.	X			
3	05.31.23	ACTION	Mr. Parisi: Send e-blast regarding road closures via The Foundation.	X			
4	05.31.23	ACTION	Mr. Dowty: Provide update regarding Bent Creek lake bank erosion.	X			
5	05.31.23	ACTION	Mr. Dowty: Research cause of roadway spalling and if it is under warranty.	X			
6	05.31.23	ACTION	Mr. Adams: Present information compiled when two other CDDs merged.	X			
7	06.28.23	ACTION	Mr. Cole and Mr. Schmitt: will survey Mulberry Lane area re: road and valley gutter repair and advise the Board at the next meeting.	X			
8	06.28.23	ACTION	Mr. Cole: Inspect slipping perimeter fence along Mulberry and leaning fence on Championship; locate a contractor.	X			
9	06.28.23	ACTION	Mr. Parisi: Email photos to Staff of the area where tree removals left an open view of resident yards.	X			
10	06.28.23	ACTION	Mr. Cole: Inspect guardrail area and research requirements.	X			
11	06.28.23	ACTION	Mr. Adams: Confirm ERU counts for Fiscal Year 2024 budget.	X			
12	06.28.23	ACTION	Mr. Barrow: Address Championship Drive landscape berm near Hirsch residence.	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	01.25.23	ACTION	Mr. Jasiacki: Have cones removed at Whisper Trace & Bent Creek intersection. Find out why temporary meter is connected to fire hydrant on Championship Dr. & report findings at next meeting. 02.22.23 Mr. Renaud: Research and give update at next meeting. 03.22.23: Mr. Cole sent contractors to have items removed			X	05.31.23
2	03.22.23	ACTION	RE: Traffic Signal Cost Share dispute – Letter to be sent to CDD #2 indicating CDD #1's position and what it is willing to pay.			X	05.31.23
3	04.26.23	ACTION	Mr. Adams: Management to transfer assessment account from Iberia bank to First Horizon.			X	05.31.23
4	05.31.23	ACTION	Mr. Hennessey: Ensure that work on the open valve irrigation box at south end of Mulberry is finished and hole is closed.			X	06.28.23
5	05.31.23	ACTION	Mr. Adams: Research the Board's past decisions regarding Mulberry road repairs.			X	06.28.23
6	05.31.23	ACTION	Mrs. Adams: Forward email to Mr. Parisi re: broken irrigation line			X	06.28.23
7	05.31.23	ACTION	Mrs. Adams: Advise if the tree across from the Club requires removal.			X	06.28.23
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**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1**

**STAFF
REPORTS**

FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

**The 19th Hole, 3470 Club Center Boulevard, Naples, Florida 34114*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 26, 2022	Regular Meeting	8:00 AM
December 14, 2022*	Regular Meeting	8:00 AM
January 25, 2023	Regular Meeting	8:00 AM
February 22, 2023	Regular Meeting	8:00 AM
March 22, 2023	Regular Meeting	8:00 AM
April 11, 2023*	Emergency Meeting	9:00 AM
April 19, 2023	Executive Session	1:00 PM
April 26, 2023	Regular Meeting	8:00 AM
May 24, 2023 <i>rescheduled to May 31, 2023</i>	Regular Meeting	8:00 AM
May 31, 2023	Regular Meeting	8:00 AM
June 28, 2023	Regular Meeting	8:00 AM
July 26, 2023	Regular Meeting	8:00 AM
August 23, 2023	Public Hearing & Regular Meeting	8:00 AM
September 27, 2023	Regular Meeting	8:00 AM

***Exception**

December meeting date is two weeks earlier to accommodate the Christmas Holiday.