## **FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1** February 28, 2024 **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

February 21, 2024

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 February 28, 2024 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. Health, Safety and Environment Reports
  - A. Irrigation and Pressure Cleaning Efforts
  - B. Security and Safety Update
- 5. Developer's Report
- 6. Discussion/Update: Litigation with CDD #2 Regarding Traffic Signal Cost Sharing
- 7. Engineer's Report: *Hole Montes, a Bowman Company*
- 8. Consideration of Carter Fence Company, Inc. Estimate #53233 to Repair Perimeter Fence
- 9. Discussion: Interlocal Agreements with CDD #2 [Irrigation Distribution Lines]
- 10. Acceptance of Unaudited Financial Statements as of January 31, 2024
  - Breakdown
- 11. Approval of January 24, 2024 Regular Meeting Minutes
- 12. Action/Agenda or Completed Items

#### 13. Staff Reports

- A. District Counsel: Woodward, Pires and Lombardo, P.A.
  - Discussion Regarding Agreement for Access and Construction [Basins I, OH, A1, B1, C, H2, H3]

### NOTE: This document is a <u>draft;</u> exhibits are pending; final version is awaiting Developer review.

- B. District Manager: Wrathell, Hunt and Associates, LLC
  - NEXT MEETING DATE: March 27, 2024 at 8:00 AM

Seat 1	Joseph Badessa	IN PERSON	PHONE	No
SEAT 2	TORBEN CHRISTENSEN	IN PERSON	PHONE	No
SEAT 3	Joseph Schmitt	IN PERSON	PHONE	🗌 No
SEAT 4	Robert Slater	IN PERSON	PHONE	No
Seat 5	FRANK WEINBERG	IN PERSON	PHONE	No

• QUORUM CHECK

- C. Operations Manager: Wrathell, Hunt and Associates, LLC
- 14. Supervisors' Requests
- 15. Public Comments
- 16. Adjournment

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

Sincerely,

DE. Adamir

Chesley<sup>1</sup>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





#### Fiddler's Creek CDD #1 February 2024 Quality Control Lake Report

	Treatment or Inspection		Treatment	Observation	Additional
Lake #	Performed	Target	Date	S	Tasks
		Algae, Shoreline			
		Grasses, &			
1	Treated	Broadleaf Weeds	01/25/2024		
2	Inspected				
		Algae, Shoreline Grasses, &			
3	Treated	Broadleaf Weeds	01/25/2024		
4	Treated	Shoreline Grasses & Broadleaf Weeds	2/8/2024		
4A	Treated	Shoreline Grasses & Broadleaf Weeds	2/8/2024		
5	Treated	Shoreline Grasses & Broadleaf Weeds	2/8/2024		
6	Treated	Shoreline Grasses & Broadleaf Weeds	2/8/2024		
7	Treated	Shoreline Grasses & Broadleaf Weeds	2/8/2024		
7A	Treated	Shoreline Grasses & Broadleaf Weeds	2/8/2024		
8	Treated	Shoreline Grasses & Broadleaf Weeds	2/8/2024		
9	Inspected				
		Algae, Shoreline Grasses, &	01/18/2024,	Algae Treated	
10	Treated	Broadleaf Weeds	02/15/2024	both visits	
15	Inspected				
16	Inspected				
17	Treated	Algae	2/15/2024		
18	Inspected				
21	Inspected				

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	Treatment or				
	Inspection		Treatment	Observation	Additional
Lake #	Performed	Target	Date	S	Tasks
22	Inspected				
		Algae, Shoreline			
		Grasses, &			
30	Treated	Broadleaf Weeds	01/18/2024		
34	Inspected				
		Shoreline Grasses			
34A	Treated	& Broadleaf Weeds	02/15/2024		
		Shoreline Grasses			
34B	Treated	& Broadleaf Weeds	01/25/2024		
		Algae, Shoreline			
		Grasses, &			
35	Treated	Broadleaf Weeds	01/25/2024		
36	Treated	Algae	1/18/2024		
		Algae, Shoreline			
		Grasses, &	0/15/000/		
37A/B	Treated	Broadleaf Weeds	2/15/2024		
	Turneted	A	2/1/2024,	Algae Treated	
38A/B/C	Treated	Algae	02/15/2024	both visits	
		Algae, Shoreline	4/05/0004		
39A/B	Treated	Grasses, & Broadleaf Weeds	1/25/2024, 02/15/2024		
39A/B	Treated		02/15/2024		
40A/B	Treated	Shoreline Grasses & Broadleaf Weeds	01/18/2024		
		a bioauleal weeus	01/10/2024		
41A1/A	Inspected	Algon Charoling			
		Algae, Shoreline Grasses, &	01/18/2024,	Algae Treated	
41B1/B2/C	Treated	Broadleaf Weeds	02/01/2024,	both visits	
4101/02/0		Algae, Floating	02/01/2024		
		Weeds, Shoreline	01/18/2024,		
		Grasses &	02/01/2024,		
42A/B	Treated	Broadleaf Weeds	02/15/2024		
43B	Inspected				
					Monitor
					Hydrilla
44	Treated	Hydrilla	01/18/2024		Treatment

	Treatment or				
1 - 1	Inspection	Townst	Treatment	Observation	Additional
Lake #	Performed	Target	Date	S	Tasks
		Shoreline Grasses	01/18/2024,		
50A/B	Treated	& Broadleaf Weeds	02/15/2024		
		Algae, Shoreline			
		Grasses &	1/18/2024,		
70A/B	Treated	Broadleaf Weeds	02/15/2024		
78A/B	Treated	Algae	1/18/2024		
		Shoreline Grasses			
79A	Treated	& Broadleaf Weeds	2/15/24		
95	Inspected				
FC1	Inspected				
FC2	Treated	Cristata Lily	2/8/2024		
FC3	Inspected				
FC4	Inspected				
FC5	Inspected				
65A	Inspected				
		Shoreline Grasses			
65B	Treated	& Broadleaf Weeds	2/15/24		
65C	Inspected				
65D	Inspected				
65E1	Inspected				
65F	Inspected				
		Shoreline Grasses	01/25/2024,		
Marco Shores	Treated	& Broadleaf Weeds	02/08/2024		
Cardinal					
Cove	Inspected				
GC Hole 13	Treated	Algae	2/15/2024		



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

Since the last board meeting, we have seen a significant increase in Algae treatments. Although none of the blooms were substantial, 15 different lakes required treatment with 3 of those lakes requiring a follow-up treatment. We are continuing to spot spray out torpedo grass and miscellaneous broadleaf weed species in and amongst littoral plants. As a whole, the littoral shelves are in far better shape than they were this time last year. There is significantly less open areas with littoral plants drastically increasing.

We also had some floating weed and submersed treatments occur this month. Hydrilla was treated in lake 44, Water Lettuce in 42A/B, and Cristata Lily in FC2.

As we prepare for Spring, we will continue to focus heavily on ensuring the amount of torpedo grass is as minimal as possible to be in the best possible shape for growing season. As previously mentioned, Illinois Pondweed is present in Lake 50A in isolated areas. We are continuing to monitor it's growth to treat at the proper time. We still anticipate treatment to occur sometime between late March and Early May at this time, dependent on weather.



## Fiddler's Creek CDD #1 **GIS Site Maps** Collier Blyd Collier Blyd Collier Blyd Collier Blyd HALFER GEOLETICAL Marco nction Fiddlers Greek Party











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● PremierLakesFL.com

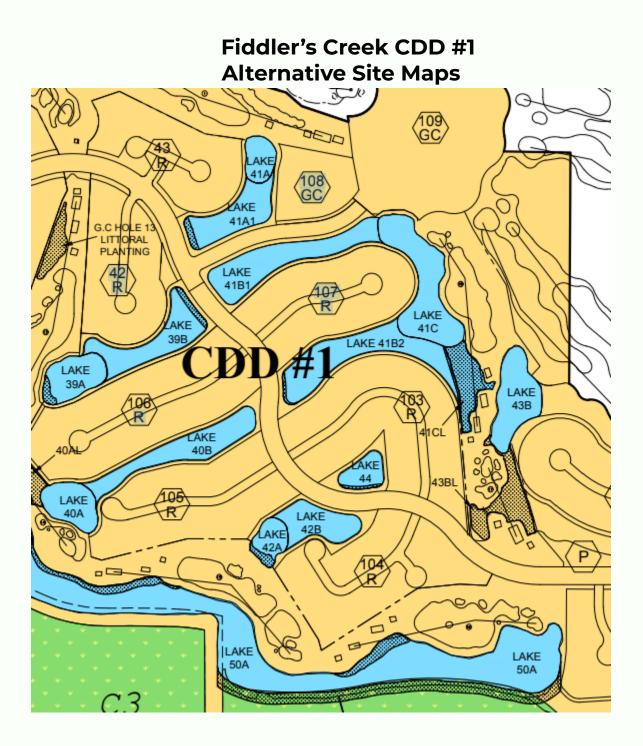


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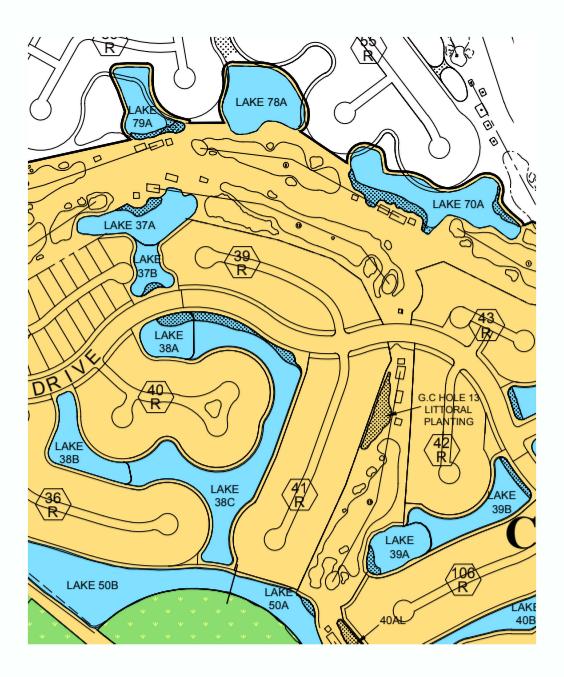


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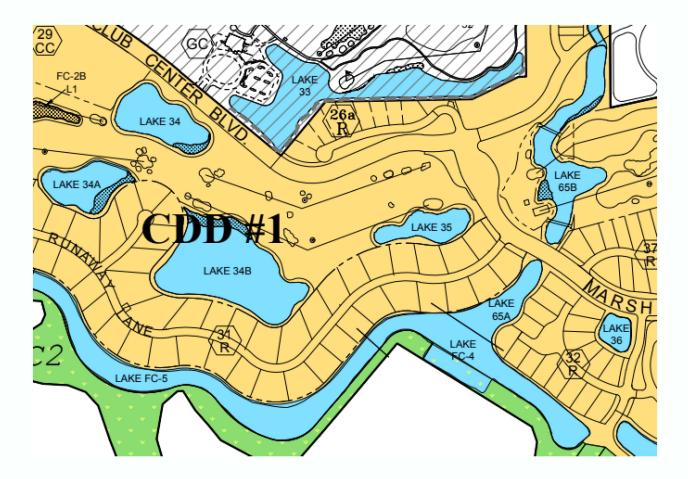






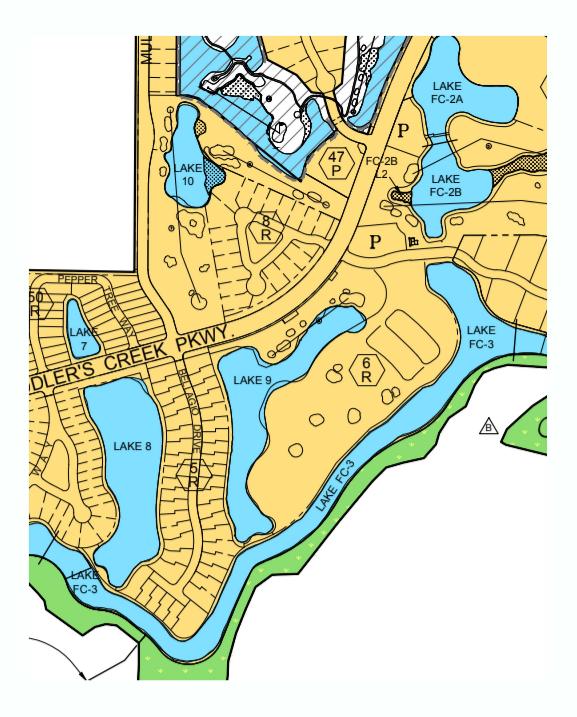




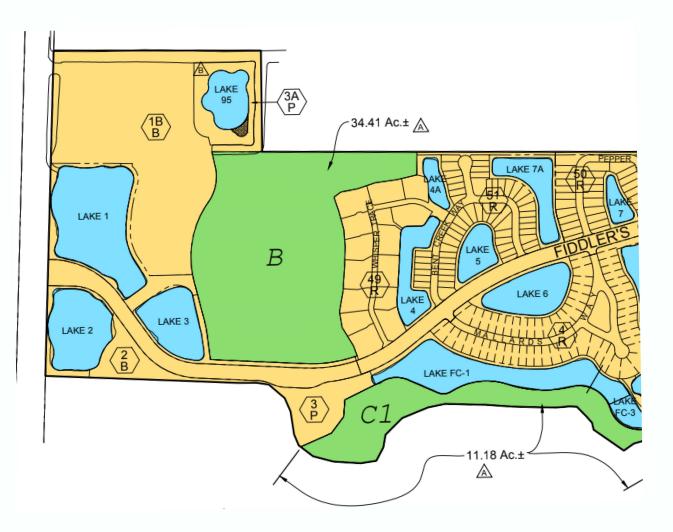






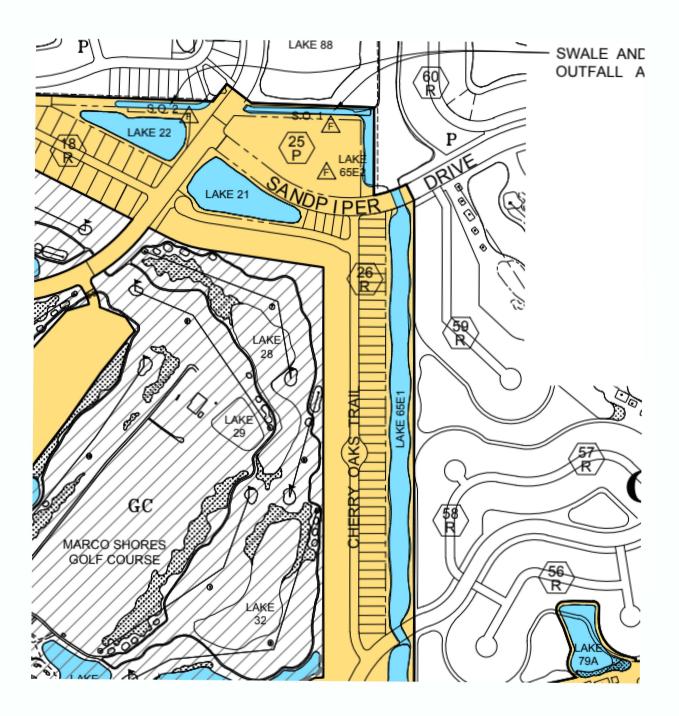




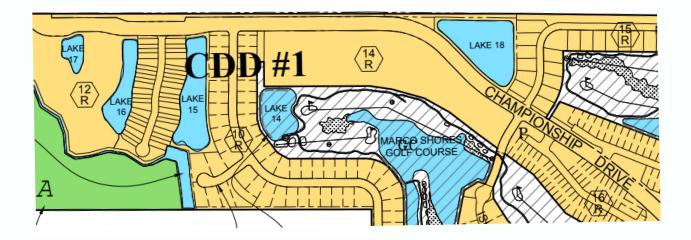
















## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1



## CDD I

JANUARY 2024

PRESENTED BY: RYAN HENNESSEY & JOSEPH PARISI

## CDD I FOUNDATION CONTRACTED RESPONSIBILITIES

- I. Tree Canopy Trimming
- 2. Irrigation

3.

- Irrigation@Fiddlerscreek.com
- Pressure Washing
  - <u>Pressurewashing@Fiddlerscreek.com</u>

### TREE CANOPY TRIMMING

- Nothing was scheduled for January or February
- Juniper started early with the fruited palms in CDD#I



### IRRIGATION PROJECTED USAGE

- 19 Programmed Village Satellites
  - Monday, Wednesday & Saturday
  - 9:00 pm 8:00 am
  - 14 Possible Run Cycles / 6 rain holds
- II Programmed Common Satellites
  - Tuesday, Thursday & Sunday
  - 13 Possible Run Cycles / 6 rain holds
- January Estimated Water Calculation Usage
  - Villages: 4,466,396 Gallons
  - Common: 1,626,009 Gallons
- Total Water Usage in January 2024 was 35,806,383 gallons. Total Water Usage in January 2023 was 53,536,037 gallons.
- \*Does not account for non-scheduled water usage such as leaks, wet checks, manual runs, battery timers, individual residential timers, and manual Toro clocks.



## **IRRIGATION REPORT**

#### The Irrigation Manager found these problems in the month of January:



#### I-3 Bent Creek-

1/16/24- The satellite failed to communicate. Found a bad Cat-5 cable (Modem to Radio) and replaced it. (No Charge)

#### I-4 Mulberry Row-

1/18/24- The satellite failed to communicate. Powered radio back on and remotely downloaded information.

#### I-5 Second Tunnel-

1/21/24- The satellite failed to communicate. Came in on Sunday, cleaned all connections, powered radio back on and remotely download information.

#### I-8 Isla & Championship-

1/30/24- Communication failure. Radio wiring harness wasn't working. Replaced and ordered a new one (~\$180.00)

## **PRESSURE WASHING**

- Past 30 days:
  - Championship Drive. Also sent to Museo Circle, Mulberry Lane and the Marsh Cove entrance.
- Projected next 30 days:
  - Montreux and Mahogany Bend.







## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1



## Safety Department Update

Department of Safety, Health & Environment

DIRECTOR OF COMMUNITY SERVICES – Ryan Hennessey

SAFETY MANAGER – Richard Renaud



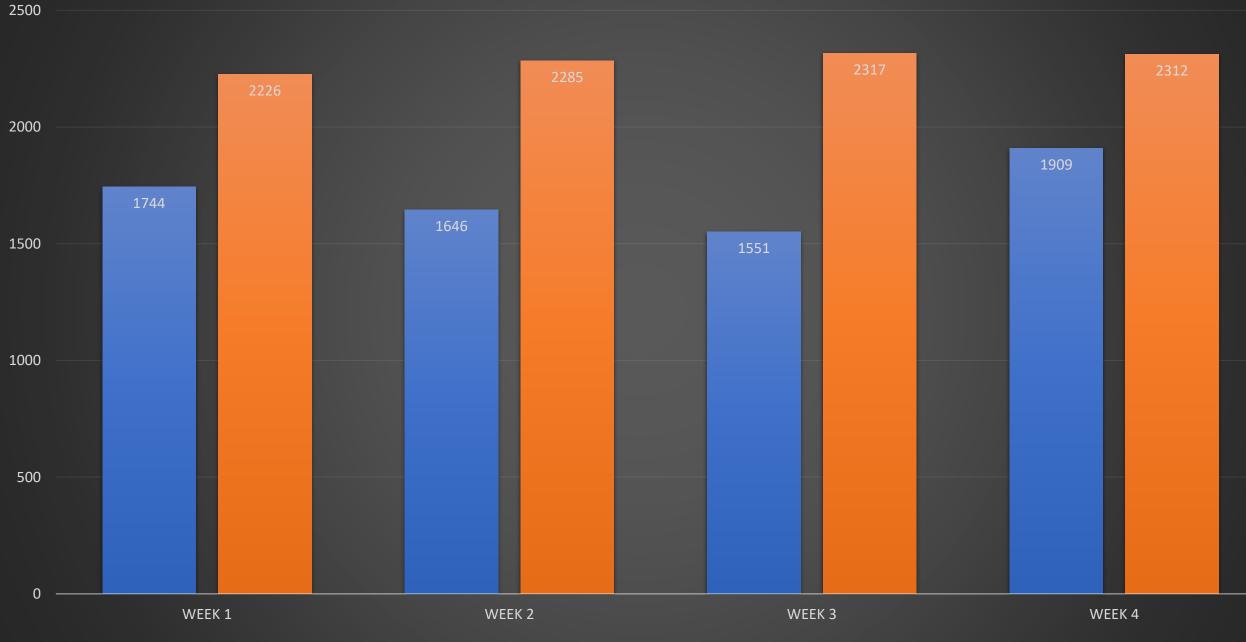
Fiddler's Creek

### **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 <u>safety@fiddlerscreek.com</u>, 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: December 2023- January 2024**



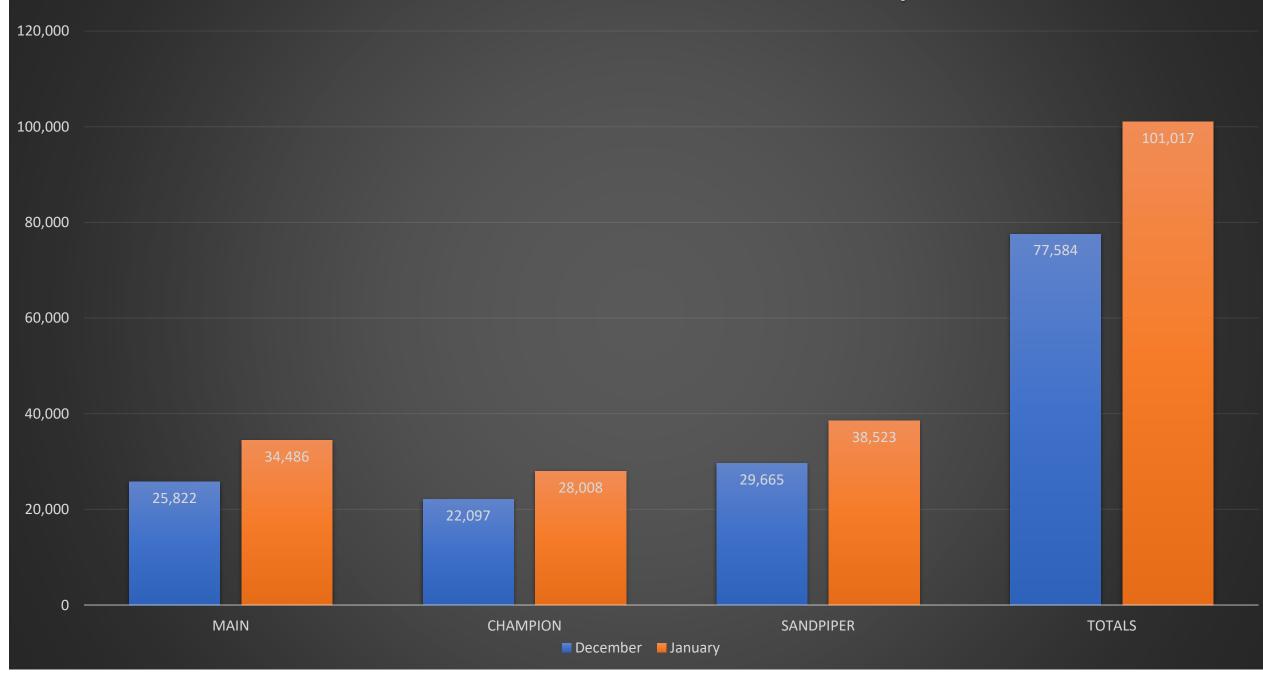
December January

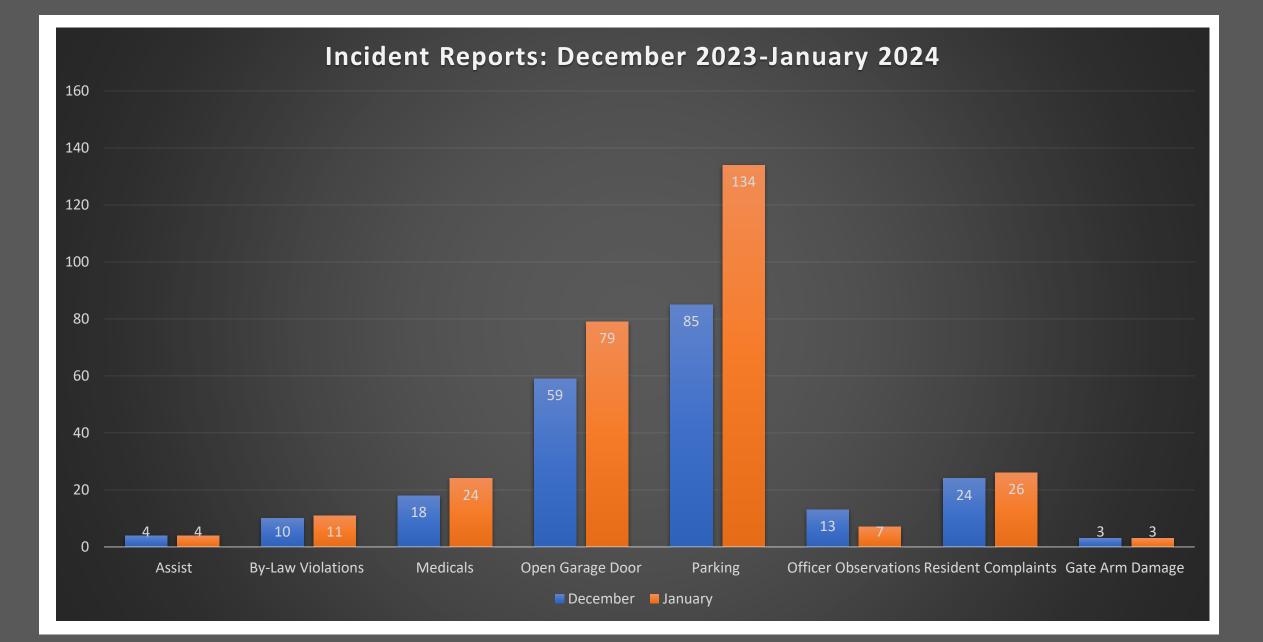
## GATEHOUSES and PATROLS

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



#### GATE HOUSE ACTIVITY: December 2023-January 2024

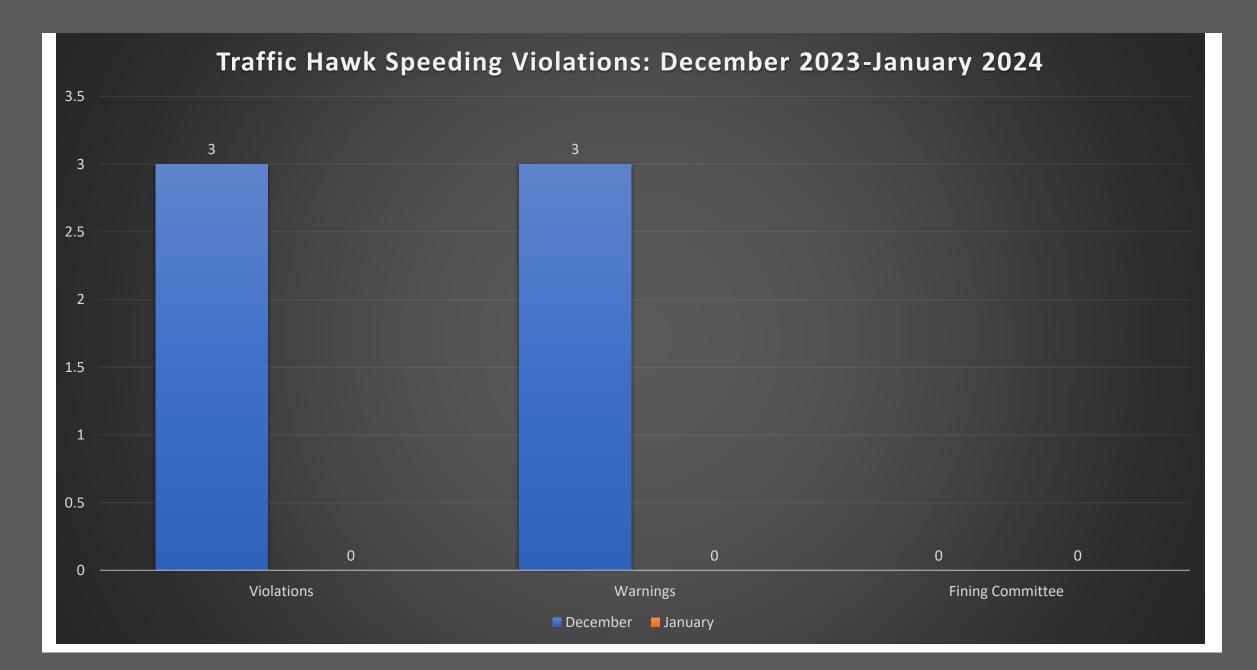




# SPEED DETECTION and ENFORCEMENT

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





## Fiddler's Creek CCSO Statistics January 1- January 31

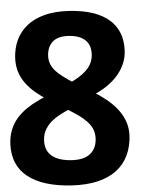
Туре	#
Extra Patrol	66
Medical Calls	24
Alarm Calls	11
911 Hang-ups	9
Traffic Stops	7
Crashes	4
Total Calls for Service	126

## QUESTIONS?

• Thank you



## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1



www.carter-fence.com 3490 Shearwater St Naples, FL 34117 (239) 353-4102 PJ@carter-fence.com



Estimate #53233 Date Created: Mon Dec 11, 2023

Customer Fiddlers Creek CDD #1: Fiddlers Creek US Point of Contact Joseph Schmitt jschmitt@comcast.net 239-248-4931 Service Location 8152 Fiddlers Creek Pkwy Naples, FL 34114-9430 Billing Address Billing Address:

ltem(s)		
Qty	Name	Description
1	Mobilization: Collier County	
1	Chain Link Fence: 8'H	***PERIMETER FENCE REPAIR*** Type: Vinyl Coated (Black) (2.5" x SS40) Line Post set 10' O.C. (3" x SS40) Terminal Post (1 5/8" x SS40) Top Rail (9 Gauge) Wire; K/T Bottom Tension Wire **SCOPE OF WORK** - Remove/Replace (2) Line Posts - Remove/Replace (2) Line Posts - Remove/Replace (1) Terminal Post - Remove/Replace (20') of Wire - Add bottom tension wire on entire 600' of Fence Line
30	Chain Link Fence: 8'H	<ul> <li>***PERIMETER FENCE***</li> <li>Type: Vinyl Coated (Black)</li> <li>(2.5" x SS40) Line Post set 10' O.C.</li> <li>(3" x SS40) Terminal Post</li> <li>(1 5/8" x SS40) Top Rail</li> <li>(9 Gauge) Wire; K/T</li> <li>Bottom Tension Wire</li> </ul>
1	General Clauses	<ul> <li>Thank you for choosing Carter Fence! Please mind the following clauses about your future fencing. Not all clauses may apply to this project:</li> <li>*Estimate and Layout Approval*: Please review attached layout. By signing this proposal you are agreeing to the layout provided, thus agreeing to all terms and conditions.</li> <li>*Industry Issues*: Due to COVID-19, industry pricing is fluctuating rapidly. Therefore, this estimate is only good for (2) weeks after it has been issued to customer. Please allow time for estimator to review pricing again if the estimate is older than (2) weeks. Thank you for your patience.</li> <li>*Clear Path for Installation*: Please have at minimum a 2' wide space cleared</li> </ul>

on the installation side of the fence. All bruch/foliago/refuse/debrie must be
on the installation side of the fence. All brush/foliage/refuse/debris must be cleared or we will not be able to install.
IF ASKED TO CUT BACK OR TRIM ANY PLANTS/HEDGES, CARTER FENCE ASSUMES NO LIABILITY FOR DAMAGE
*Spoils (dirt from digging)*: The dirt is normally dispersed along the fence line. If Carter Fence is to take the dirt back with them, there will be additional charges. Please ask your estimator if you have any questions on this.
*Cap Rock*: If cap rock is present, an additional \$25.00 PER HOLE will be charged for hard digging.
*Public Locates*: Carter Fence will call for all public utilities to be located (Power, Water, Sewage, Phone, Internet, etc.). HOWEVER, we are NOT responsible for any private utilities such as pool equipment, pool equipment piping, sprinkler heads or lines, or anything that doesn't fall under "Public Utilities".
*Pets/Dogs*: While a fence is a great way to give pets a free run in your yard, the fence will still be level as can be, which sometimes allows gaps on the bottom where pets could get out. The final grading will need to be done by landscapers or the customer after the fence installation to close all gaps. Carter Fence is not responsible for pets getting in or out.
*Removal*: Any removal of fencing not included in proposal will be at \$5/LF

IF THERE IS AN OPTION LISTED ON THE PROPOSAL, PLEASE SIGN YOUR INITIALS NEXT TO THE LINE ITEM TO CONFIRM YOU WOULD LIKE TO PROCEED WITH THIS OPTION Total \$6,160.68

#### Estimate Notes

Perimeter Fence Repair

Signature

Date

Print Name:

For all customers we require a 50% deposit from you before any installation date can be given. If a Contract or Purchase Order is provided then a 50% deposit is not required. Payment Methods Accepted: Cash, Check or Credit Card. If you would like to make a payment on our website using a credit card, please go to the following link: <u>https://carter-fence.com/transaction-form/</u> (Please note: A 3% convenience fee will apply)

#### Introducing to you our new FIVE YEAR WARRANTY! We stand behind our workmanship by offering this to you.



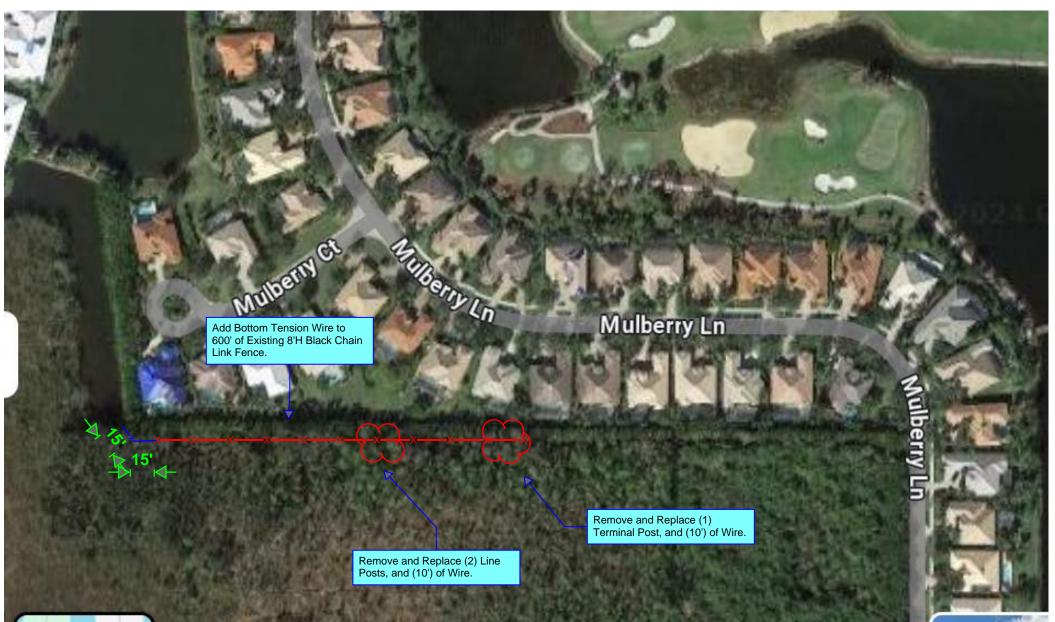
Thank you for your business. We look forward to working with you!

#### TERMS AND CONDITIONS

BY SIGNING OR GIVING WRITTEN CONSENT TO MOVE FORWARD WITH THIS CONTRACT, WE (I) AGREE TO PAY FOR THE SERVICES NOTED ABOVE AND ALL THE SERVICES HERETOFORE OR HEREAFTER PURCHASED OR ORDERED FROM YOU TOGETHER. CARTER FENCE CO. INC. WARRANTS THE FENCE AGAINST DEFECTS IN MATERIALS FOR A PERIOD OF ONE YEAR AND WORKMANSHIP FOR A PERIOD OF FIVE YEARS FROM THE DATE OF COMPLETED INSTALLATION. IF ANY DEFECT EXISTS AND IS REPORTED TO CARTER FENCE CO. INC. WITHIN ONE YEAR, CARTER FENCE WILL REPAIR OR REPLACE ANY DEFECT WITHOUT CHARGE DURING NORMAL WORKING HOURS. IF ANY DEFECT EXISTS AND IS REPORTED ON POOR WORKMANSHIP, CARTER FENCE WILL REPAIR AND REPLACE ANY DEFECT WITHOUT CHARGE DURING NORMAL WORKING HOURS. BUYER AUTHORIZES WORK TO COMMENCE AND AGREES TO PAY PRICE DESCRIBED. IF ADDITIONAL MATERIALS OR LABOR IS PERFORMED THERE WILL BE ADDITIONAL CHARGES ON FINAL INVOICE. IF WE QUOTED YOU MORE MATERIAL THAN NEEDED, WE WILL DEDUCT THIS ON YOUR FINAL INVOICE. PAYMENT IS DUE UPON COMPLETION OF WORK. IF PAYMENT IS DELINQUENT AFTER 10 DAYS, A 1.5% MONTHLY FINANCE CHARGE WILL BE BILLED ON THE BALANCE DUE. ALL COSTS INCURRED TO COLLECT A DELINQUENT ACCOUNT WILL BE ADDED TO THE BALANCE DUE AND ARE THE RESPONSIBILITY OF THE OWNER. CUSTOMER HEREBY ASSUMES FULL RESPONSIBILITY FOR LOCATING FENCES LINES AND ALL UNDERGROUND CABLES, LINES, AND PIPES. CARTER FENCE CO. INC. IS NOT RESPONSIBLE FOR DAMAGES TO UNDERGROUND UTILITIES NOT IDENTIFIED BY OWNER. ESTIMATES ARE ONLY VALID FOR 10 DAYS AFTER THE DATE THEY ARE CREATED. CARTER FENCE CO. INC. REQUIRES 48 HOURS FOR ANY CANCELLATION OR RESCHEDULING PRIOR TO THE INSTALLATION DATE THAT IS GIVEN VIA EMAIL. PLEASE NOTE A \$500 FEE WILL BE ADDED TO THE FINAL INVOICE IF THESE TERMS ARE NOT MET.

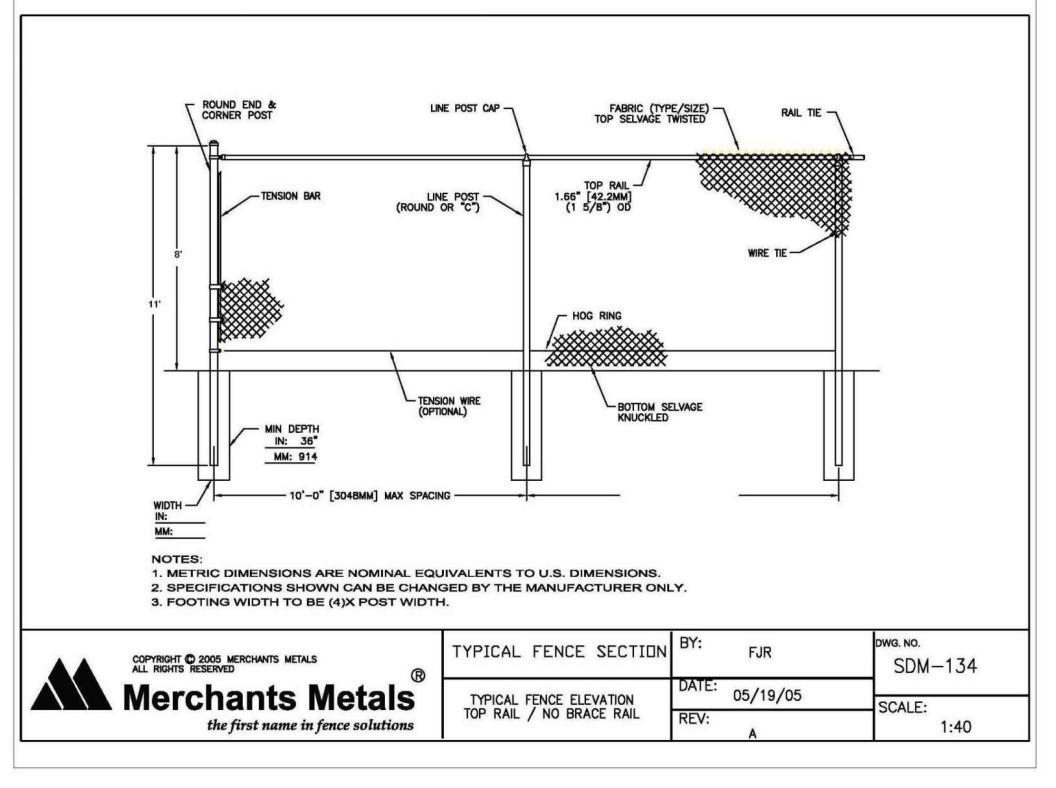


Legend Description Quantity 8'H Black Chain Link Fence 30 Existing 8'H Black Chain Link Fence 1









## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1



#### FIRST AMENDMENT TO INTERLOCAL AGREEMENT [IRRIGATION DISTRIBUTION LINES]

This First Amendment To Interlocal Agreement [Irrigation Distribution Lines] ("First Amendment") is entered into as of this <u>(</u>] day of <u>December</u>, 2014, by and between the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT 1, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "FIDDLERS 1"); and the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT NO. 2, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "FIDDLERS 2").

WHEREAS, the parties hereto are the same parties to that certain Amended and Restated Interlocal Agreement entered into as of the 22nd day of April, 2009 (the "Agreement"); and,

WHEREAS, FIDDLERS 1 and FIDDLERS 2 each own irrigation water distribution lines within the boundaries of each respective district, such irrigation water distribution lines being as are depicted and identified on the attached Exhibit "A"; and,

WHEREAS, the Agreement currently provides that the allocation of the capital costs, operating costs or maintenance costs of the irrigation water distribution facilities, including the irrigation water distribution lines, are borne by FIDDLERS 1 and FIDDLERS 2 on an equitable pro-rata basis; and,

WHEREAS, FIDDLERS 1 and FIDDLERS 2 wish to amend the Agreement to clarify that the capital costs of each of FIDDLERS 1 and FIDDLERS 2 irrigation water distribution lines shall be borne by the respective district that owns such irrigation water distribution lines.

WHEREAS, the parties to the Agreement desire to amend the Agreement hereby.

#### WITNESSETH

That for and in consideration of the premises and the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration exchanged from one party to the other, receipt of which is acknowledged, the aforesaid FIDDLERS 1 and FIDDLERS 2 hereby enter into this First Amendment To Interlocal Agreement [Irrigation Distribution Lines].

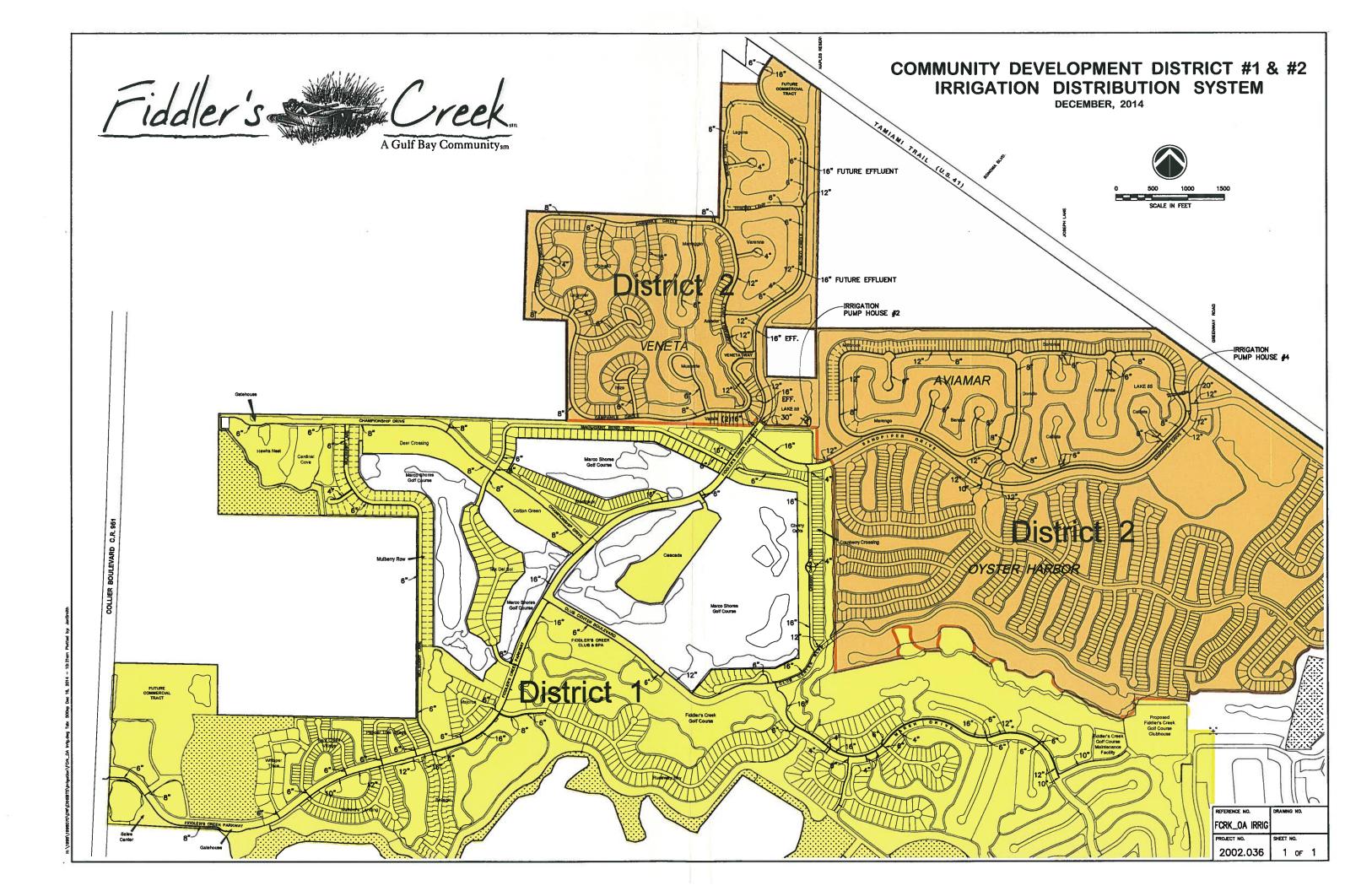
1. Paragraph 1 of the Agreement is amended by adding the following language at the end of Paragraph 1:

" FIDDLERS 1 and FIDDLERS 2 each own irrigation water distribution lines within the boundaries of each respective district, such individually owned irrigation water distribution lines being depicted and identified on the attached Exhibit "A". Notwithstanding the provisions of Paragraph 1 above herein, each of the parties is solely responsible for the capital costs, operating costs and maintenance costs associated with its respective irrigation water distribution lines, as such individually owned irrigation water distribution lines are depicted

#### EXHIBIT "A"

#### ТО

#### FIRST AMENDMENT TO INTERLOCAL AGREEMENT [IRRIGATION DISTRIBUTION LINES]



#### INTERLOCAL AGREEMENT

This Interlocal Agreement entered into this 24<sup>th</sup> day of October, 2007, by and between the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "FIDDLERS 1"); and the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #2, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "FIDDLERS 2").

WHEREAS, FIDDLERS 1 and FIDDLERS 2 have been established as community development districts pursuant to the procedures outlined within Chapter 190, Florida Statutes; and,

WHEREAS, pursuant to Florida Statutes, said community development districts have the right, authority and power to own, acquire, possess and maintain property, facilities and improvements necessary and appropriate to perform the powers, duties and obligations of said community development districts within the areas described on Exhibit "A" as to FIDDLERS 1, and Exhibit "B" as to FIDDLERS 2; and,

WHEREAS, it has been determined by the respective Boards of Supervisors for each of said community development districts that it would be an efficient utilization of certain property, improvements, facilities, personnel and equipment [particularly those related to access control and irrigation water supply and distribution] to enter into an Interlocal Agreement pursuant to the provisions of Section 190.011(12), Florida Statutes and Part I of Chapter 163, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969", as amended, in order to more economically utilize certain property, improvements, facilities, personnel and equipment related to access control and

irrigation water supply and distribution, in a manner advantageous to all and to annually allocate the costs thereof on an equitable pro-rata basis; and,

WHEREAS, Wrathell, Hart Hunt & Associates, LLC., (hereinafter "District Manager"), pursuant to contracts with each of said districts, operates as district manager for each said district and has the resources and ability to calculate and allocate workload, resources and the financial contributions of each of said districts under this Agreement; and,

WHEREAS, an efficient utilization of property, improvements, facilities, personnel, equipment and vehicles related to access control and irrigation water supply and distribution will be realized by shared use and it is more economical for said districts to share said property, improvements, facilities, personnel, equipment and vehicles in the manner outlined herein.

NOW THEREFORE,

#### WITNESSETH

That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration exchanged from one party to the other, the aforesaid FIDDLERS 1 and FIDDLERS 2 hereby enter into this Interlocal Agreement.

1. FIDDLERS 1 and FIDDLERS 2 agree, for the fiscal year beginning October 1, 2007 and ending September 30, 2008 that as they will jointly be utilizing the property, improvements, facilities, personnel, equipment and vehicles of each district related to access control and irrigation water supply and distribution, they will do so with the supervision and coordination of the district manager for each district; and with the allocation, on an equitable pro-rata basis, as calculated by the District

Manager, of the cost of the property, improvements, facilities, personnel and equipment resources necessary related to access control and irrigation water supply and distribution, as outlined in the respective line items for same contained within the adopted budget of each district, a true and correct copy of said adopted budget for each said district being attached hereto and made a apart hereof as Exhibit "C". The parties hereto agree that any proposed increase in the cost to provide said services shall require the prior approval of the Board of Supervisors of each district.

2. The parties hereto agree that any contracts with outside parties that are necessary or required to provide the services described herein for which the costs are shared by the districts, shall be required to obtain the approval of the Board of Supervisors of each district.

3. Any change in the allocation of the capital costs, operating costs or maintenance costs of the shared use of property, improvements, facilities, personnel and equipment under this Agreement shall be required to obtain the approval of the Board of Supervisors of each district.

4. A. Payments required to be made to provide the financial resources to be contributed by each of said parties hereto will be made as calculated by the District Manager. Said payments shall be made out of the appropriate budget accounts pursuant to the budgets adopted by each district and payments to personnel, vendors and lessors shall then be made by the District Manager.

B. Each party shall continue to maintain insurance coverage as determined by the District Manager with each other district named as additional named insured on such insurance policies.

5. A. This Interlocal Agreement shall remain in force and effect until September 30, 2008, after which time, on October 1, 2008 and each October 1<sup>st</sup> thereafter (the "Anniversary Date"), it shall be automatically extended for an additional one (1) year term [with a corresponding substitution of Exhibit "C" to reflect the forthcoming year's budgeted allocation for each district] unless any party advises the other party, in writing, not less than sixty (60) days prior to the Anniversary Date, that said party wishes to terminate this Interlocal Agreement, in which event this Interlocal Agreement shall terminate on the Anniversary Date. No party may otherwise terminate this Interlocal Agreement during the course of any fiscal year.

B. Each party shall deliver to the other, not less than 120 days prior to the Anniversary Date, a copy of that portion of each party's proposed upcoming budget attributable to access control and irrigation water supply and distribution for the next ensuing fiscal year. If any party believes that the other party has not proposed a budget for access control and irrigation water supply and distribution to provide for the allocation of the costs between the parties on an equitable pro-rata basis, then the District Manager shall attempt to mediate and reconcile the differences between the parties by meeting with the Chair(s) of each district [consistent with the requirements of the Sunshine Law] and report the results of said efforts to the parties.

C. If any party breaches any of the provisions of Paragraphs 2, 3 or 4 above, which breach continues for a period of 15 days after receipt of written notice thereof from the other party, then the non-breaching party may terminate this Agreement upon not less than 30 days written notice to the other party.

6 The employment of the personnel necessary to perform the activities

outlined herein shall be made by the District Manager.

7. The ownership, possession and custody of the property, improvements, and facilities necessary to be utilized shall be that of each district as their respective interests shall appear as of the date of execution of this Agreement. As to personal property which is the subject matter of leases. the parties hereto agree to execute any consents or approvals required by any third parties under any existing leases to utilize said personal property in the manner outlined in this Agreement.

8. This Interlocal Agreement shall be recorded in the Public Records of Collier County, Florida and shall be binding upon all the parties hereto and their respective successors and assigns.

9. Any notices required to be provided hereunder shall be provided to the Registered Agent for the respective district.

ATTEST:

Secretary/Assistant Secretary

FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #1

Chairman/Vice Chairman

ATTEST:

Secretary

FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT # 2

Chairman/Vice Chairman

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

# UNAUDITED FINANCIAL STATEMENTS

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 FINANCIAL STATEMENTS UNAUDITED JANUARY 31, 2024

#### FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 BALANCE SHEET GOVERNMENTAL FUNDS JANUARY 31, 2024

	General 001			Series 2014-1 Refunded		Series 2014-1 Refunded		Refunded R		Debt Service Series 2014-2B Refunded 2002A		Series 2014-2B Refunded		Debt Service Series 2014-3 Refunded 2005		Debt Service Series 2014-4 Refunded 2005		Total Governmental Funds
ASSETS																		
Operating accounts																		
SunTrust	\$ 1,559,079	\$	-	\$	-	\$	-	\$	-	\$	-	\$ 1,559,079						
Assessment account-Horizons Bank	304,355		-		-		-		-		-	304,355						
Centennial Bank - MMA	78,407		-		-		-		-		-	78,407						
Finemark - MMA	249,954		-		-		-		-		-	249,954						
Finemark - ICS	2,276,205		-		-		-		-		-	2,276,205						
Investments																		
Revenue	-		547,018		100		354,772		194		27	902,111						
Reserve - series B	-		- ,		-		100,877		-		-	100,877						
Prepayment	-		-		1,038		11,590		-		-	12.628						
Prepayment - 2002B exchange	-		68,527		-		-		-		-	68,527						
Undeposited funds	-		-		-		33,191		-		-	33,191						
Due from developer	94.160		-		-		-		-		-	94,160						
Prepaid expense	1,262		-		-		-		-		-	1,262						
Deposits	5,125		-		-		-		-		-	5,125						
Total assets	\$ 4,568,547	\$	615,545	\$	1,138	\$	500,430	\$	194	\$	27	\$ 5,685,881						
LIABILITIES & FUND BALANCES Liabilities:																		
	470 400											470 400						
Due to Fiddler's Creek CDD #2	178,196		-		-		-		-		-	178,196						
Total liabilities	178,196	<u> </u>	-		-		-		-		-	178,196						
DEFERRED INFLOWS OF RESOURC	ES																	
Deferred receipts	94,160		-		-		-		-		-	94,160						
Total deferred inflows of resources	94,160		-		-		-		-		-	94,160						
Fund balances:																		
Restricted for																		
Debt service	-		615,545		1,138		500,430		194		27	1,117,334						
Unassigned	4,296,191								-		-	4,296,191						
Total fund balances	4,296,191		615,545		1,138		500,430		194		27	5,413,525						
Total liabilities, deferred inflows of																		
resources and fund balances	\$ 4,568,547	\$	615,545	\$	1,138	\$	500,430	\$	194	\$	27	\$ 5,685,881						

#### FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND 001 FOR THE PERIOD ENDED JANUARY 31, 2024

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$-	\$ 2,143,183	\$ 2,447,916	88%
Assessment levy: off-roll	-	-	376,642	0%
Interest	9,888	39,222	50,000	78%
Total revenues	9,888	2,182,405	2,874,558	76%
EXPENDITURES				
Administrative				
Supervisors	1,077	1,938	12,918	15%
Management	5,044	20,175	60,525	33%
Assessment roll preparation	2,124	8,497	25,490	33%
Accounting services	1,647	6,588	19,764	33%
Audit	-	-	15,400	0%
Legal	4,338	10,298	25,000	41%
Legal - special counsel	2,497	3,146	-	N/A
Engineering	-	4,431	50,000	9%
Telephone	72	289	867	33%
Postage	428	602	2,300	26%
Insurance	-	29,929	34,000	88%
Printing and binding	55	220	659	33%
Legal advertising	329	707	2,000	35%
Office supplies	-	-	750	0%
Annual district filing fee	-	175	175	100%
Trustee	-	-	15,500	0%
Arbitrage rebate calculation	-	-	4,000	0%
Contingencies	51	284	4,000	7%
Website/ADA website complicance	-	210	920	23%
Dissemination agent	986	3,943	11,828	33%
Total administrative	18,648	91,432	286,096	32%
Field management				
Field management services	2,186	8,745	26,237	33%
Total field management	2,186	8,745	26,237	33%
Water management maintenance				
Other contractual	21,550	40,110	317,858	13%
Fountains	4,756	27,395	90,000	30%
Total water management maintenance	26,306	67,505	407,858	17%
Street lighting				
Contractual services	20,412	22,484	15,000	150%
Electricity	3,046	11,640	36,000	32%
Holiday lighting program	7,500	15,000	16,500	91%
Miscellaneous	-	-	17,500	0%
Total street lighting	30,958	49,124	85,000	58%

#### FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND 001 FOR THE PERIOD ENDED JANUARY 31, 2024

	Current Month	Year To Date	Budget	% of Budget
Landscaping			0	<u> </u>
Other contractual - landscape maintenance	70,284	304,372	942,000	32%
Other contractual - flowers	-	19,970	52,000	38%
Improvements and renovations	6,020	6,020	195,000	3%
Contingencies			15,000	0%
Total landscaping	76,304	330,362	1,204,000	27%
Roadway				
Roadway maintenance	14,411	71,581	85,000	84%
Capital outlay	27,788	27,788	40,000	69%
Total roadway	42,199	99,369	125,000	79%
Irrigation supply				
Electricity	83	217	750	29%
Repairs and maintenance	177	177	50,000	0%
Other contractual-irrigation manager	-	-	52,500	0%
Capital outlay	-	203,494	- ,	N/A
Supply system	9,870	54,213	579,150	9%
Total irrigation supply	10,130	258,101	682,400	38%
Other fees & charges				
Property appraiser	-	12,240	38,249	32%
Tax collector	-	42,824	50,998	84%
Total other fees & charges	-	55,064	89,247	62%
Total expenditures	206,731	959,702	2,905,838	33%
Excess/(deficiency) of revenues				
over/(under) expenditures	(196,843)	1,222,703	(31,280)	
Fund balances - beginning Assigned	4,493,034	3,073,488	2,797,711	
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	3,138,058	3,138,058	1,608,298	
Fund balances - ending	\$ 4,296,191	\$ 4,296,191	\$ 2,766,431	
5	. , ,	. , -, -		

#### 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 JANUARY 31, 2024

		urrent Ionth	Year To Date	Budget	% of Budget
REVENUES Assessment levy: on-roll - net	\$		\$ 347,180	\$391,680	89%
Assessment prepayments	Ψ	_	67,762	φ 391,000	N/A
Interest		2,011	5,468	_	N/A
Total revenues		2,011	420,410	391,680	107%
EXPENDITURES					
Debt service					
Principal		-	-	200,000	0%
Interest		-	90,597	181,194	50%
Total debt service		-	90,597	381,194	24%
Other fees & charges					
Property appraiser		-	-	6,120	0%
Tax collector		-	6,937	8,160	85%
Total other fees & charges		-	6,937	14,280	49%
Total expenditures			97,534	395,474	25%
Excess/(deficiency) of revenues					
over/(under) expenditures		2,011	322,876	(3,794)	
Fund balances - beginning		613,534	292,669	264,183	
Fund balances - ending	\$ 6	615,545	\$ 615,545	\$260,389	

#### 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 JANUARY 31, 2024

	Current Month			ear To Date	Budget		% of Budget	
REVENUES								
Assessment levy: off-roll	\$	-	\$	-	\$	444,722	0%	
Interest		5		117		-	N/A	
Total revenues		5		117		444,722	0%	
EXPENDITURES								
Debt service								
Principal		-		-		185,000	0%	
Interest		-		89,031		178,063	50%	
Total expenditures		-		89,031		363,063	25%	
Excess/(deficiency) of revenues over/(under) expenditures		5		(88,914)		81,659		
Fund balances - beginning Fund balances - ending	\$	1,133 1,138	\$	90,052 1,138	\$	1,013 82,672		

#### 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 JANUARY 31, 2024

	Current Month		`	Year To Date			
REVENUES							
Assessment levy: on-roll - net	\$	-	\$	145,779	\$	210,528	69%
Interest		1,878		6,828		-	N/A
Total revenues		1,878		152,607		210,528	72%
EXPENDITURES							
Debt service							
Principal		-		-		85,000	0%
Principal prepayment		-		30,000		-	N/A
Interest		-		39,875		79,750	50%
Total debt service		-		69,875		164,750	42%
Other fees & charges							
Property appraiser		-		-		3,290	0%
Tax collector		-		2,913		4,386	66%
Total other fees & charges		-		2,913		7,676	38%
Total expenditures		-		72,788		172,426	42%
Excess/(deficiency) of revenues							
over/(under) expenditures		1,878		79,819		38,102	
Fund balances - beginning	4	498,552		420,611		411,357	
Fund balances - ending	\$	500,430	\$	500,430	\$	449,459	

#### 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 JANUARY 31, 2024

	Current Month		Year To Date		Budget	% of Budget
REVENUES	<u> </u>		<u>^</u>			
Assessment levy: off-roll	\$	-	\$	-	\$759,650	0%
Interest		1		194		N/A
Total revenues		1		194	759,650	0%
EXPENDITURES						
Debt service						
Principal		-		-	245,000	0%
Interest		-	17	4,000	348,000	50%
Total expenditures		-	17	4,000	593,000	29%
Excess/(deficiency) of revenues over/(under) expenditures		1	(17	'3,806)	166,650	
Fund balances - beginning	<u>•</u>	<u>193</u> 194	<u>17</u> \$	7 <u>4,000</u> 194		
Fund balances - ending	φ	194	φ	194	φ 100,000	

#### 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 JANUARY 31, 2024

	Cur Mo		Yea Da		Budget	% of Budget	
REVENUES							
Assessment levy: off-roll	\$	-	\$	-	\$804,978	0%	
Interest				27		N/A	
Total revenues				27	804,978	0%	
EXPENDITURES							
Debt service							
Principal		-		-	260,000	0%	
Interest		-	183	3,750	367,500	50%	
Total expenditures		-	183	8,750	627,500	29%	
Excess/(deficiency) of revenues							
over/(under) expenditures		-	(183	8,723)	177,478		
Fund balances - beginning		27	183	8,750	(1,528)		
Fund balances - ending	\$	27	\$	27	\$ 175,950		

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

# MINUTES

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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 January 24, 2024 at 8:00 a.m., at the Fiddler's Creek Club and Spa,
3470 Club Center Boulevard, Naples, Florida 34114.

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Present at the meeting were:

0	resent at the meeting were.						
9							
10	Robert Slater	Chair					
11	Joseph Schmitt	Vice Chair					
12	Torben Christensen	Assistant Secretary					
13	Joseph Badessa	Assistant Secretary					
14	Frank Weinberg	Assistant Secretary					
15							
16	Also present:						
17							
18	Chuck Adams	District Manager					
19	Cleo Adams	District Manager					
20	Tony Pires	District Counsel					
21	Terry Cole	District Engineer					
22	Mike Barrow	GulfScapes Landscape Manager					
23	Joe Parisi	Developer General Manager					
24	Ryan Hennessey	Fiddler's Creek Director of Community					
25		Services					
26	Victor Ledezma	Landscape Manager					
27	Alex Kurth	Premier Lakes, Inc.					
28	Alfred Noto	Resident					
29	Mike Cote	Resident, Mulberry Road Village Association					
30		President					
31							
32							
33	FIRST ORDER OF BUSINESS	Call to Order/Roll Call					
34 25							
35	Mrs. Adams called the meeting to order at 8:00 a.m. All Supervisors were present.						
36							
37	SECOND ORDER OF BUSINESS	Public Comments: Non-Agenda Items (3					
38	SECOND ONDER OF DOSINESS	minutes per speaker)					
39		minutes per speaker)					
40	Resident Alfred Noto discussed what he believes was a small tornado that caused a tree						
41	on CDD property to fall onto his property in Montreaux. He discussed an email exchange and						
42	thanked Mr. Slater for his excellent email outlining the Statutes that clearly showed that the						
43	homeowners are responsible, as he had assumed the CDD is responsible.						

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Resident Mike Cote reserved his comments until the Tenth Order of Business.

44 45

	-								
46 47 48				Quality Control Lake Report - Premier Lakes, Inc. (Alex Kurth)					
4	9		Mr. Alex Kurth presented the Quality Cont	rol Lake R	eport and	highlig	ghted the	following:	
5	0	$\succ$	Continuing efforts are being made to bring torpedo grass under control.						
5	51	The lakes look very good, with minimal algae present.							
5	52	Water levels are significantly higher than typical for this time of year, as a lot of rain wa							
5	3	received this winter; it is hoped that will be a benefit during the dry season.							
5	64	$\triangleright$	Technicians are focusing on the littoral sh	nelf and m	onitoring	isolate	ed subme	rsed weed	
5	5	growth to be treated when appropriate, likely in late March to early May.							
5	6	$\triangleright$	Technicians continue monitoring Lake 11,	where the	ey went ir	າto the	Rookery	portion of	
5	57	7 the lake to treat Cristata Lilly on behalf of the CDD. All the plant material was dead and, while						nd, while it	
5	8	might take a few weeks to clear out, improvement should be observed relatively soon.						۱.	
5	9		Asked if he is confident that the Marriott	is doing v	vhat it is s	suppos	ed to do,	Mr. Kurth	
6	50	stated	more will be known when the lilies begin	to grow b	back. He f	found	Marriott	staff to be	
6	51	respor	nsive and understanding of the delineation b	etween th	ie CDD's a	ind The	e Rookery	's contract	

responsibilities. It seems they were not having their contract met but said they will be more ontop of their contractor moving forward.

64 Asked why weeds were pulled by hand, Mr. Kurth stated dead material is typically 65 removed by hand to prevent damage, for better aesthetics and/or to prevent dispersing 66 chemicals on windy or rainy days.

67 Mr. Christensen voiced his opinion that the new GIS maps in the agenda are less 68 readable and less informative than the satellite maps. He does not think FC5 is in Premier's 69 system.

70 Mrs. Adams asked for both maps to be included in the agendas.

Discussion ensued regarding significant work planned at the golf course, reconfigurationof the shoreline and possible impacts on lake management.

73 Mr. Parisi stated he will provide Mr. Kurth with contact information to ensure that74 technicians have access to the lakes in designated areas.

75

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Health, Safety and Environment Reports

76 FOURTH ORDER OF BUSINESS

77 78

#### A. Irrigation and Pressure Cleaning Efforts

79 Mr. Hennessey reviewed the Monthly PowerPoint presentation, which included 80 reminders to report questions, comments or concerns to <u>Irrigation@Fiddlerscreek.com</u> or 81 <u>Pressurewashing@Fiddlerscreek.com</u> or directly to the Safety Department.

82 Mr. Hennessey reported the following:

83 > Trees were trimmed in Veneta and on Sandpiper Drive and Fiddler's Creek Parkway.
 84 There will not be much tree trimming in January and February.

85 > The Irrigation Manager made several weekend visits to address satellites that failed to
 86 communicate.

87 > Pressure washing is underway on Sandpiper Drive; when complete, crews will proceed
88 to Championship Drive.

Mrs. Adams advised of a slip hazard on Mulberry Lane needs to be addressed. Mr.Hennessey stated it will be addressed today.

91 The Board and Staff discussed the area at the south end of Mulberry Lane on the east 92 side, where grass is over-watered and the tree canopy contributes to the problem. Mr. Parisi 93 discussed construction planned in the area and stated he will address the drainage and soil 94 issues when crews are on site.

95 French drains and irrigation were discussed.

96 Mr. Benet stated that zone's run time was greatly reduced; however, the area in 97 question is served by one zone that also serves a sunny area, which presents a challenge.

98 B. Security and Safety Update

99 Mr. Hennessey reviewed the monthly PowerPoint presentation, which included 100 reminders to first call 911 in an emergency, followed by reporting the incident or other non-101 emergency matters to the Community Patrol. Residents can register guests via the member's 102 website, mobile app, calling the Automated Gatehouse or emailing <u>Safety@Fiddlerscreek.com</u>.

103 Mr. Hennessey discussed the ongoing issue of damage to the gate arms, which is 104 generally caused by drivers following too closely. Incidents are recorded on video. He stated 105 that the Safety Committee Meeting held a meeting two weeks ago and an e-blast was sent last 106 week to keep residents informed.

107

FIDDLER'S CREEK CDD #1 FIFTH ORDER OF BUSINESS

108

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**Developer's Report** 

109110 Mr. Parisi reported the following:

Mr. Victor Ledezma was recently hired as Landscape Manager. Mr. Ledezma will review
 landscaping and provide monthly reports.

- 113 > Development continues in both Oyster Harbor and Dorado.
- 114 > The construction compound SIP is being finalized.
- 115 > The golf clubhouse is still under construction.
- 116 > Golf course renovations will begin on April 1, 2024.

117 > The north marina construction, which is not on CDD property, will begin in mid to late118 March, with projected completion in December.

119 > The Dog Park contracts are being finalized. Collier Paving will begin work shortly.

120 > The contract with the irrigation construction manager for the Baseline system is being 121 finalized. When the contract is finalized, a conceptual design will be presented so that pricing 122 can be determined. Meetings will be held to keep the villages informed; those villages not 123 currently within the system will be brought into the system, at least for the initial feed to the 124 community. Villages not currently on the system, including Bent Creek, Cardinal Cove, and 125 Whisper Trace will be addressed first and efforts will be made to combine communities on a 126 single system and take advantage of economies of scale wherever possible.

127 Mr. Christensen asked when work on the current driving range might begin. Mr. Parisi 128 stated work cannot begin until the new driving range is open. He estimated that the new range 129 will not be open until late April; updates will be provided as soon as possible.

130 Mr. Schmitt asked Mr. Parisi to inspect the cupola at the Championship gatehouse. He131 noted that the flashing does not seem to match on the roof.

Mr. Schmitt stated that there were three submittals to the County for insubstantial changes to construction plans to reduce the speed limit on private roads in Marsh Cove. He thinks the CDD should have been consulted and/or informed, and expressed concern about enforcement. Mr. Parisi discussed the initiative, which was driven by Marsh Cove residents, at their own expense; the engineering work was done by Hole Montes. He noted that signage will be installed. Permission was granted to designate the wide sidewalks as suitable for bicycles and pedestrians and the modifications were done at no cost to the CDD.

	FIDDL	ER'S C	CREEK CDD	#1	DI	RAFT					January	24, 2	2024
139		Disc	ussion ens	ued rega	rding keeping t	he CDD i	nform	ned.	lt wa	s noteo	d that the	ere i	s no
140	CDD ir	nfrasti	ructure in I	Marsh Co	ve other than d	rainage.							
141	$\triangleright$	Mr.	Cole will	discuss	modifications	related	to t	he	golf	course	renovat	on	and
142	modif	icatio	ns to the Er	nvironme	ental Resource P	ermit (ER	RΡ).						
143													
144 145 146	SIXTH	ORDE	ER OF BUSI	NESS				-	-	-	tion with ost Sharin		D #2
147	•	Cons	sideration	of Media	ted Settlement	Agreeme	ent						
148		Mr.	Schmitt pro	esented t	he Mediated Se	ttlement	Agree	emei	nt.				
149		Mr.	Parisi note	d that me	ediations are pri	vileged co	ommı	unica	ations	•			
150		Mr.	Schmitt ex	xpressed	his understand	ling and	noted	l tha	it, aft	er the	Board's	vote	e, he
151	would	like t	o read a st:	tatement	into the record	l regardin	g the	bac	kgrou	nd, not	the subs	tand	ce of
152	the m	ediati	on.										
153													
154 155				•	ter and second greement, was	-		essa	, witl	n all in	favor, th	е	
156 157													
158		Mr.	Schmitt rea	ad the fol	lowing stateme	nt of his o	opinio	on int	to the	record	:		
159		"Und	doubtedly	the Boar	d of Supervisor	s of CDD	#2 a	re p	ound	ing the	ir chest, s	shou	uting
160	with c	lelight	t that they	won the	argument over	the issue	of wl	heth	er CD	D #2 is	obligated	d to	split
161	the \$2	200,00	00 contribu	ution prot	ffered by Halvo	orsen, LLC	, the	dev	elope	r of the	e Publix s	hop	ping
162	cente	r. Just	so the put	olic is clea	ar, this issue wa	s never o	ver th	e fai	r and	equita	ble fundir	ng of	f the
163	traffic	signa	al at Sandp	piper and	US-41. Accord	ing to th	e orig	ginal	inter	nt of th	e 2013 lı	nter	local
164	Agree	ment	between (	CDD #1 a	and CDD #2, "I	n no eve	nt sha	all tł	ne co	st of d	esign, pe	mit	ting,
165	install	ation	and const	ruction o	f the SR-951 tr	affic sign	al, an	d as	to tł	ne US-4	1 traffic	sign	al, if
166	appro	ved, ir	n no event	shall the	amount payabl	e by each	n Distr	ict a	s to t	he US-4	1 traffic s	signa	al be
167	greate	er thai	n one half	the cost	of design, perm	nitting, ins	stallat	ion a	and c	onstruc	tion of th	ie U	S-41
168	traffic signal." In simple terms, the 2013 Interlocal Agreement implied that all costs, less												

169 contribution, would be split by 50-50. CDD #2 objected to that position, stating that due to the 170 yet to be defined obligations by Halvorsen, LLC, the \$200,000 contribution was entirely theirs 171 and that they were not obligated to share that contribution with CDD #1. CDD #1 disagreed

#### DRAFT

172 with CDD #2 and in March 2023 disagreed and voted to continue with the position that all costs 173 would be split 50-50. CDD #2 objected to CDD #1's position and subsequently filed for a 174 Summary Judgment through the courts to compel CDD #1 to fund the cost of construction without including the contribution from Halvorsen. We were forced to engage representation 175 and respond legally, and have been in a legal battle since. I believe that CDD #2 knowingly and 176 willingly attempted to deceive CDD #1 when they entered the agreement with Halvorsen and 177 the actions of the CDD #2 Board have been dishonest, unprofessional and could be deemed 178 179 unethical, but I won't go down that road. Sadly, no one won. The real losers were the taxpayers 180 of the community, as CDD #1 wasted approximately \$30,000 in legal fees, and I assess that CDD 181 #2 has spent similarly the same amount, probably somewhere around \$40,000. And the entire saga has done irreparable damage to the future trust and relationship between the two CDDs." 182

183 Mr. Schmitt asked for his statement be placed in the record. He stated he wants the 184 public to be aware of his belief that it is probable that \$70,000 was wasted in legal fees and his 185 feeling that money could have done good for this community but it is over and the Board will 186 move on.

187 Mr. Slater thanked Mr. Schmitt for presenting CDD #1's case and opined that the matter 188 should be a closed matter going forward.

190 191	SEVENTH ORDER OF BUSINESS	Consideration of Resolution 2024-02, Implementing Section 190.006(3), Florida
192		Statutes, and Requesting that Collier
193		County Supervisor of Elections Conducts
194		the District's General Election; Providing
195		for Compensation; Setting for the Terms of
196		Office; Authorizing Notice of the Qualifying
197		Period; and Providing for Severability and
198		an Effective Date
199		
200	This item was addressed following the Eigh	th Order of Business.
201		
202	EIGHTH ORDER OF BUSINESS	Engineer's Report: Hole Montes, a
203		Bowman Company
204		
205	Mr. Cole discussed the following:	

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206 > Regarding Mr. Schmitt's email about the sight distance at an intersection exiting
 207 Mulberry on the north side, upon review, it was determined that it meets the minimum view
 208 triangle requirements; however, the small bush requires maintenance.

209 The consensus was to remove the bush.

Mr. Parisi suggested an Engineer schedule inspections throughout the community every six or 12 months to inspect these areas to protect the CDDs and The Foundation from litigation. Mr. Cole stated that was done in the past; he will have Mr. Bob Ferguson inspect. Mrs. Adams stated a motion to that effect is not needed.

Photographs of three catch basins with tops that need to be replaced were submitted.
 This is an ongoing maintenance item; all catch basins will be inspected and a proposal will be obtained.

217 Mr. Slater asked if all the catch basins in HOA areas are checked. Mr. Cole stated the 218 District Engineer does not check catch basins on private roads.

Discussion ensued regarding private versus public roads. It was noted that the only public roads inside of communities are Mulberry, Mahogany and Cherry Oaks Trail; the rest of the side roads are private.

222 Mr. Slater opined that the issue should be raised at village meetings and voiced his 223 belief that Bent Creek has not been checked.

224 Mr. Cole stated, while some of the private roads have drainage dedicated to the CDD, 225 some do not. He will research the matter and advise.

A proposal will be requested from Landshore Enterprises for lake erosion repairs at
 three lakes. A tree in Whisper Trace is in danger of falling into the lake and additional repairs
 are scheduled in Cardinal Cove and on Lake 22. If additional areas in need of repair are
 identified, more might be added. Repairs will be performed in the spring.

230 Mr. Cole distributed a proposal from Collier Paving for sidewalk repairs, mostly along 231 Club Center Boulevard. A new issue that resulted in an alleged claim for a slip and fall incident 232 on Club Center Boulevard was added, as well as several areas on Sandpiper Drive.

233 Mrs. Adams noted that the incident was referred to the insurance company.

234 Mr. Adams presented the proposal for approximately \$26,200 for CDD #1's portion of 235 the project, from the bridge on Sandpiper Drive, which CDD #1 owns, to the west. CDD #2 will 236 receive a proposal for its portion of repairs.

237

238 239 240

241 242 On MOTION by Mr. Weinberg and seconded by Mr. Christensen, with all in favor, the Collier Paving proposal for sidewalk repairs, as discussed and as amended, in the amount of \$26,191.50, was approved.

243 Mr. Parisi stated he will provide names of contractors from whom competitive bids can 244 be requested. Mr. Cole noted that Collier Paving has been extremely responsive and the CDD 245 had issues with other contractors in the past. Mrs. Adams stated the total is far below the 246 \$195,000 threshold that would require the Request for Proposals (RFP) process.

An insubstantial change will be submitted for removal of the guardrail opposite Whisper
 Trace along Fiddler's Creek Parkway.

249 ➤ U.S. 41 and Sandpiper Drive Traffic Signal: The State approved the basis of the cost 250 estimate for the bond. Information related to contractor requirements was submitted by the 251 contractor. These final requirements were met for the permit to be issued; thereafter, Mr. Cole 252 will notify the CDDs and Halvorsen will issue additional funding to CDD #2, as negotiated. The 253 contractor submitted shop drawings for State and County approval. It is anticipated that the 254 signal will be operational at the end of 2024. Total project costs are estimated at \$1.5 million.

Asphalt repairs were completed on Championship Drive. A segment east of Cardinal
 Cove was repaved and potholes were repaired along Championship Drive and elsewhere.

257 > Restriping on Fiddler's Creek Parkway was completed in recent weeks.

Mr. Cole discussed proposed improvements related to several water management basins that will be modified as a result of the work with the golf course and the realignment of the old Lake 70, which is between what will be known as "Hidden Cove" and the existing golf course. He noted that single-family lots are proposed to be constructed on the site of the old driving range. He discussed the need for modifications to the Environmental Resource Permit (ERP) and stated Mr. Pires and Mr. Adams were provided with a full package, including forms, prepared by Grady Minor. He recommended the Board allow this to proceed.

The Board and Staff discussed the improvements, permitting, the Agreements, documents and the effect on off-roll assessments.

267 Mr. Pires noted that sections of the forms are blank. He asked for plans and 268 specifications and voiced his opinion that an Agreement is necessary for the permitting to take 269 place and for the construction activity afterwards.

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270 Mr. Parisi discussed the Memorandum from Grady Minor.

Discussion ensued regarding the necessary modifications to the RFP, responsibility for maintaining the lakes, Engineer's certifications and possible public notice requirements.

273 Mr. Pires proposed drafting an Agreement between the CDD and the Developer related 274 to the Developer's engagement of an Engineering firm to design plans and specifications for an 275 ERP modification. The CDD would be the applicant to modify the permits, and be granted 276 necessary easements and a bill of sale, if necessary, as the operating entity liable for the South 277 Florida Water Management District (SFWMD) permits.

On MOTION by Mr. Schmitt and seconded by Mr. Weinberg, with all in favor,

authorizing District Counsel to prepare the documents necessary and forward them to the Developer, for consideration at the next meeting, was approved.

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- 279 280
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- 282

Consideration of Resolution 2024-02, Implementing Section 190.006(3), Florida
 Statutes, and Requesting that Collier County Supervisor of Elections Conducts the
 District's General Election; Providing for Compensation; Setting for the Terms of
 Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and
 an Effective Date

#### 289 This item, previously the Seventh Order of Business, was presented out of order.

Mr. Slater presented Resolution 2024-02. Seats 3, 4, and 5, currently held by Joseph Schmitt, Robert Slater and Frank Weinberg, respectively, will be up for election at the November 2024 General Election. It was noted that candidates must be a citizen of the United States, at least 18 years of age, a legal resident of Florida, reside within the CDD and be a registered voter in Collier County. The candidate qualifying period is noon, June 10, 2024 to noon, June 14, 2024. Mr. Adams stated some counties allow candidates to qualify early.

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301 302 On MOTION by Mr. Weinberg and seconded by Mr. Slater, with all in favor, Resolution 2024-02, Implementing Section 190.006(3), Florida Statutes, and Requesting that Collier County Supervisor of Elections Conducts the District's General Election; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date, was adopted.

303 304

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305 Mr. Pires stated it is helpful for incumbents to complete their continuing education 306 requirement and file the certificate of completion at the time of qualification.

The Board and Staff discussed candidate qualifications, the General Election and the search for candidates for the Board.

Mr. Slater stated that he plans to retire from the Board and asked if retiring from the Board in advance of the General Election is helpful, as it allows the remaining Board Members to appoint someone. It was noted that, while someone can be appointed for the remainder of the term, the person would still need to run for election in the General Election.

• Consideration of Filter Socks Purchase for Protection of Storm Drain Systems

314 Mr. Cole discussed the recommendation that the CDD have filter socks on hand so, if an 315 irrigation water main breaks, the filter sock can be used to prevent debris and sand from 316 clogging the drains. Four filter socks and a storage container cost a total of \$556; they would be 317 stored in the irrigation pumphouse building.

The Board and Staff discussed the effectiveness and deployment of filter socks and procedures that would be followed in an emergency.

320

321

322

On MOTION by Mr. Schmitt and seconded by Mr. Weinberg, with all in favor, the purchase of filter socks for the protection of the storm drain systems, as proposed, was approved.

323 324 325

328

### 326 NINTH ORDER OF BUSINESS327

#### Consideration of Construction Contract [Irrigation Pump House #2]

329 Mr. Pires presented the Construction Contract, which was previously presented; the 330 current version was edited and rewritten in a simplified format. The Exhibits are unchanged 331 since last presented and the contract includes all changes included in the redlined version.

332 Mr. Schmitt asked who manages this contract. Mr. Cole stated he manages the contract.

333 It was noted that the contract is shared by both CDDs; the building is on CDD #2 334 property. The CDDs share in all aspects of the actual pump station, each paying a percentage of 335 costs based upon the number of door fronts in each CDD.

336 Mr. Pires stated all responsible parties are required to sign the Agreement; the 337 Interlocal Agreement also comes into play. Mr. Schmitt stated he would like to see the

	FIDDLER'S CREEK CDD #1DRAFTJanuary 24, 2024					
338	Interlocal Agreement before voting on this. Mrs. Adams stated the Interlocal Agreement has					
339	been in in place for decades.					
340	Mr. Adams stated the expenditure is in the budget.					
341	Mr. Parisi requested a copy of the revised contract.					
342						
343 344 345 346	On MOTION by Mr. Weinberg and seconded by Mr. Slater, with Mr. Weinberg, Mr. Slater and Mr. Christensen in favor and Mr. Badessa and Mr. Schmitt dissenting, the Construction Contract for Irrigation Pump House #2, was approved. [Motion passed 3-2]					
347 348						
349	Mrs. Adams stated she will email the Interlocal Agreement to Mr. Schmitt.					
350	Mr. Schmitt stated he would like to bring the Interlocal Agreement back for					
351	reconsideration by the Board, with the details regarding how the cost share is split and the					
352	details utilized in the calculation.					
353						
354 355 356	TENTH ORDER OF BUSINESSContinued Discussion: Mulberry Row TreeRoot Damage Repairs					
357	Mr. Cole recalled that trees on Mulberry Row have been a subject of discussion for over					
358	a decade. He stated a proposal was submitted for this particular tree and location last year and					
359	the Board decided not to take action. A few months later, the Board approved repairs near this					
360	location after the homeowner removed the tree and then that area was repaired, the valley					
361	gutter was replaced and the paving was done along the road. He believes the proposal cost was					
362	approximately \$19,000 when last discussed many months ago. He pointed out in the photos					
363	that the tree caused the valley gutters to rise and it has been holding water for many years. He					
364	estimated that the proposal will now be \$20,000 and the homeowner will need to remove the					
365	tree before the CDD would perform the work.					
366	Resident and Mulberry Road Village Association President Mike Cote thanked the Board					
367	and Staff for their responsiveness to this issue and stated the generosity and fairness that has					
368	been applied here is very much appreciated by his Association and the homeowners. In May					
369	2023, when an \$18,000 bill was presented, his HOA deferred a decision in order to make sure					
370	homeowners are aware of the liability they will face if they have to pay for the repairs. Since					

then, they have mounted a big campaign to make homeowners aware of their potential liability

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if they do not address the trees that are causing damage. He thanked the Board and Staff and stated his feeling that Mr. Schmitt has been instrumental in getting to this point and that he has been firm, fair and diligent with the CDD's money, which, as a taxpayer and a homeowner, he appreciates. In his opinion, Mr. Schmitt has been accessible, deploying CDD resources fairly and timely and Hole Montes' staff has been very professional and handled things correctly up to this point.

378 Mr. Cote stated that, so far, eight trees are being removed out of the 25 that his survey 379 showed need to be removed immediately to prevent major issues with homeowners facing this 380 very issue. He presented the letter to homeowners that was included in the agenda and that he 381 thinks is the last lingering issue in the wave of repairs that were completed by CDD #1 in 2023 382 to get to the point where the HOA can advise the homeowners that, from now on, any issue is 383 the responsibility of the homeowners and they are at the mercy of the CDD #1 Board in how 384 they want to deploy their repair work and the timing and extent of it. He sees this as a sign of 385 things to come and thinks it is part of the last round of repairs and that is how it would be 386 presented to homeowners.

Mr. Cote stated Mr. Terry Gray removed one tree and wants to save the other tree but he is willing to remove it and is in the process of doing so. That tree will be removed within one month, at the most. To him, homeowners are doing their part and they are aware of the situation and their liability. Homeowners know that they cannot ignore the situation; they are fortunate and appreciative of Mr. Schmitt and Hole Montes managing the situation. He stated he tried to make it clear that there is a water issue and that the tree will be removed and to ask the CDD to repair the gutter once the tree is removed.

394 Discussion ensued regarding the photographs and the work that the Board decided not 395 to approve in May, which is being proposed again today.

Inspection of the area, obstruction of water flow and previous paving in the area werediscussed.

Mr. Cole stated the problem is that, if the valley gutter is replaced and lowered, the paving will be higher, so it needs to be milled and repaved. Mr. Schmitt discussed the obstructed water flow and the roadway and stated he will defer to his colleagues; he suggested tabling this until the tree is removed.

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402 Mr. Slater asked about the 25 trees identified and expressed concern that approving this 403 would infer approval to 24 other trees. Mr. Cote stated that is not necessarily so; he 404 categorized the trees in severity from 2 to 10, with 10 being the worst, and the most severe 405 trees are in the brink but not causing damage. They made homeowners aware that they need 406 to take action now.

407 Mr. Cole stated the last repair and this one are the two worst areas that are holding 408 water and, while some other areas are holding water, they are not as severe.

409 Mr. Slater suggested the matter be presented again, once the tree has been removed.

410 A Board Member opined that, if the CDD pays for this, it should be very clear that this is 411 the last instance. It was noted that several attempts were made to curtail these types of 412 repairs.

The consensus was to table this until the tree is removed and a new cost estimate is presented.

415 Discussion ensued regarding CDD #1's responsibility for public roads.

416 It was noted that any resurfacing or striping on that road is the CDD's responsibility.

417 Mr. Parisi stated similar issues exist on crossroads, such as Mahogany Bend.

418

419ELEVENTH ORDER OF BUSINESSAcceptance of Unaudited Financial420Statements as of December 31, 2023421

#### 422 • Breakdown

423 The Financial Highlights Report was distributed.

424 Mr. Christensen asked why the payment due to CDD #2 has not cleared. Mrs. Adams 425 believes it is related to the pump station; she will inquire with Accounting.

426 Mr. Adams stated the "Legal – special counsel" expenditure shown is only a partial 427 billing; he estimated that the total amount will be closer to \$15,000.

428 Mr. Adams noted that the insured cash sweep account is earning extremely good 429 interest returns. Funds were subsequently moved from FineMark to BankUnited in January for 430 administrative reasons.

431 The financials were accepted.

432

433 **TWELFTH ORDER OF BUSINESS** 

434

13

Approval of Minutes

	FIDDL	ER'S CREEK CDD #1	DRAFT	January 24, 2024				
435	Α.	December 13, 2023 Reg	ular Meeting					
436		The following change wa	as made:					
437		Line 21: Insert "(via telephone)" after "Beatty"						
438								
439 440		•	er and seconded by Mr. Weinberg, ular Meeting Minutes, as amended	-				
441 442 443 444	В.	January 5, 2024 Continu	ed Meeting and Attorney-Client Ex	ecutive Session				
445 446 447		•	er and seconded by Mr. Weinberg, nued Meeting and Attorney-Clier were approved.	-				
448 449								
450	THIRT	EENTH ORDER OF BUSINE	SS Action/Agenda	or Completed Items				
451 452		Items 5, 8, 9, 11, 12, 13,	15, 16 and 17 were completed.					
453			, with the departure of Ms. Lord, Mr	. Haak will assist.				
454		Items 3 and 7 are related	d and will be combined. The landsca	ping plan will be sent to Mr.				
455	Parisi	when the guardrail is rem	oved.					
456		Item 10 is related to Car	dinal Cove.					
457		Item 14: Mr. Hennessey	will follow up.					
458		Item 18: Mr. Schmitt wi	ll meet with Carter Fence on Janua	ry 26, 2024 about Mulberry				
459	Court.							
460								
461 462	FOUR	FEENTH ORDER OF BUSIN	ESS Staff Reports					
463	Α.	District Counsel: Woodw	vard, Pires and Lombardo, P.A.					
464		There was no report.						
465	В.	District Manager: Wrath	ell, Hunt and Associates, LLC					
466		NEXT MEETING I	DATE: February 28, 2024 at 8:00 AM	I				
467		• QUORUN	I CHECK					
468		All supervisors confirme	d their attendance at the February 2	8, 2024 meeting.				
469	C.	<b>Operations Manager: W</b>	rathell, Hunt and Associates, LLC					

	FIDDLER'S CREEK CDD #1	DRAFT	January 24, 2024	
470	Mrs. Adams distributed the Mor	nthly Field Operations Repor	t.	
471	Mr. Parisi introduced the newly	hired Landscape Manager, N	Mr. Victor Ledezma.	
472				
473 474	FIFTEENTH ORDER OF BUSINESS	Supervisors' Re	quests	
475	Mr. Christensen stated he met	with Richie and a contract	or who proposed to salvage	
476	bridge construction stones from the	golf course. Mr. Parisi wi	ll provide the name of the	
477	contractor so that a proposal can be red	quested.		
478	Mr. Slater stated he will likely	resign from the Board in J	une. Mrs. Adams stated the	
479	District can provide The Foundation with a Board Vacancy Memo and The Foundation can send			
480	it via e-blast to request resumes.			
481				
482 483	SIXTEENTH ORDER OF BUSINESS	Public Commer	its	
484	There were no public comments	š.		
485				
486	SEVENTEENTH ORDER OF BUSINESS	Adjournment		
487 488	There being nothing further to d	discuss the meeting adjourn	ed at 9:12 a m	
489				
490				
490 491				
492	[SIGNATURES AF	PPEAR ON THE FOLLOWING	PAGEJ	

Chair/Vice Chair

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

## ACTION/AGENDA ITEMS

#	MTG DATE ADDED TO LIST	ACTION/ AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY DONE BEFORE NXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.27.18	ACTION	Ms. Lord: Status of boundary legal bills. <b>10.24.18</b> Pires Lord: Resolve items. <b>12.09.20</b> Mr. Pires: Speak w/ Mr. Parisi re CDD legal costs reimbursement. <b>05.26.21</b> Mr. Pires: Pursue settlement offer, discuss w/ Mr. Parisi. <b>06.22.22</b> Mr. Pires: Send details to Mr. Parisi. 07.27.22 Send pkg <b>12.14.22/01.25.23</b> Mr. Pires: Discuss w/ Mr. Parisi. <b>04.26.23</b> Send pkg. <b>05.31.23</b> Gather add'l doc; email pkg this week. <b>01.24.24:</b> Mr. Haak will assist.	х			
2	07.26.23	ACTION	Mrs. Adams: Request a proposal for removal of all decorative rock and to paint the Marsh Cove Bridge. <b>12.13.23</b> Bridge project to be postponed to a later date, in partnership with golf course.	х			
3	08.23.23	ACTION	Mrs. Adams: Have Mr. Barrow work on landscaping options where guardrail will be removed from Fiddlers Creek Pkwy opposite Whisper Trace & submit to DRC for review & approval. <b>01.24.24</b> : Send Landscape Plan to Mr. Parisi when guardrail is removed. Mr. Cole: Work on substantial change to remove wooden guardrail opposite of Whisper Trace.	x			
4	09.27.23	ACTION	Mrs. Adams: Work w/ Aquamatic to have valves inspected periodically to ensure operating properly. <b>10.25.23</b> Mrs. Adams: Set meeting to include Mr. Benet and Mr. Barrow.	x			
5	10.25.23	ACTION	Mr. Parisi: Send warranty pkg for Championship Dr gatehouse to Mrs. Adams.	x			
6	12.13.23	ACTION	Mr. Barrow: Inspect Cardinal Cove philodendrons; determine if anything can be done & if replacement is responsibility of villages or CDD.	х	Х		
7	12.13.23	ACTION	Mr. Hennessey: Ensure Juniper removed dead tree at 7621 Mulberry.	х			
8	12.13.23	ACTION	Mr. Cole/Mr. Prium: Obtain proposal for restriping Fiddler's Creek Pkwy eastbound.	х			
9	12.13.23	ACTION/ AGENDA	Mrs. Adams: Obtain add'l clarification from Carter Fence re: perimeter fence proposal. <b>01.24.24</b> : Mr. Schmitt: Meet w/Carter Fence on 01.26.24.	х	Х		
10	01.24.24	ACTION	Mr. Kurth: Include both the GIS and Satellite Maps in Reports.	Х	Х		

#	MTG DATE ADDED TO LIST	ACTION/ AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY DONE BEFORE NXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
11	01.24.24	ACTION	Mrs. Adams: Send Work Order to Mike Barrow to remove bush at Mulberry on north side (minimum view triangle requirements).	х			
12	01.24.24	ACTION	Mr. Cole: Schedule ongoing inspection every 6 months for minimum view triangle requirements throughout community.	х			
13	01.24.24	ACTION	Mr. Cole: Research/advise re: private roads w drainage dedicated to CDD.	Х			
14	01.24.24	ACTION/ AGENDA	Mrs. Adams: Present Interlocal Agreement for reconsideration, w details of how cost share is split & details utilized in the calculation.	х	х		
15	01.24.24	ACTION	Mr. Parisi: Provide name of contractor to salvage bridge construction stones from the golf course so that a proposal can be requested.	Х			
16	01.24.24	ACTION	Mrs. Adams: Ask Foundation to send e-blast request for resumes.	Х			
17							

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	08.23.23	ACTION	Mr. Pires: Get opinion/Bond Counsel approval of transfer 20' strip to Hidden Cove. If approved & subject to the plat in final form for final submittal to the County, prep Reso declaring land surplus property. <b>09.27.23</b> Edit Reso 2023-XX regarding an LME and present it for adoption at next meeting. <b>10.25.23</b> Tabled Reso 2024-01 to December mtg. Mr. Pires: Clarify memo with Bond Counsel.			х	12.13.23
2	09.27.23	ACTION	Mr. Pires: Give updates on Collier County Comprehensive Watershed Improvement Plan (Daniel Roman) Removed from ongoing agenda.			Removed	12.13.23
3	10.25.23	ACTION	Mr. Alex Kurth: Add canal system location on the map.			X after 12.13.23 mtg	01.24.24
4	12.13.23	ACTION	Mr. Adams: Schedule Executive Session.			X after 12.13.23 mtg	01.24.24
5	12.13.23	ACTION	Mr. Christensen: Email Mrs. Adams detailed location info for two catch basins along Runaway Lane in need of cleanout.			X after 12.13.23 mtg	01.24.24
6	10.25.23	ACTION	Special Counsel: Send letter to CDD #2's Counsel requesting mediation and file letter with the Court.			х	01.24.24
7	10.25.23	ACTION	Mr. Adams: Email Interlocal Agrmt severability clause details to BOS.			Х	01.24.24
8	12.13.23	ACTION	Mr. Cole: Inspect shoreline on west side of Cardinal Cove; determine if replenishments in certain areas or plantings of grasses might prevent further erosion caused by runoff from roofs.			x	01.24.24
9	12.13.23	ACTION	Mr. Pires: Provide Staff with Exhibits to Resolution 2024-01.			Х	01.24.24
10	12.13.23	ACTION	Mr. Cole/Mr. Prium: Insubstantial change to be submitted for removal of guardrail opposite Whisper Trace.			Х	01.24.24

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

# STAFF REPORTS A

#### AGREEMENT FOR ACCESS AND CONSTRUCTION [Basins I, OH, A1, B1, C, H2, H3]

THIS AGREEMENT FOR ACCESS AND CONSTRUCTION ("Agreement") is made and given this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024 (the "Effective Date") by and between FCC GOLF CLUB, LLC, a Florida limited liability company ("FCC GOLF"), with an address of [\_\_\_\_\_\_\_]; FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a special purpose local government unit established pursuant to the provisions of Ch. 190, F.S. ("CDD#1") and FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2, a special purpose local government unit established pursuant to the provisions of Ch. 190, F.S. ("CDD#2"); CDD #1 and CDD#2 individually, and at times collectively referred to herein as the CDDS.

#### **RECITALS:**

**WHEREAS**, the CDDS are the owners of the real property described and depicted on the attached **Exhibits "A-1"** and **"A-2"**, in Collier County, Florida (individually the "Property" and collectively the "Properties"); and

WHEREAS, the CDDS hold and possess various drainage, lake, lake maintenance and other easements on, over, across, under and upon the real property described and depicted on the attached **Exhibits "B-1"** and **"B-2"**, in Collier County, Florida (the "Easements); and,

**WHEREAS,** the CDDS are special purpose local government units created for the purpose of planning, constructing, operating and maintaining certain community-wide infrastructure within the Fiddler's Creek Community; and,

WHEREAS, FCC GOLF desires to embark on the project described in the Memorandum dated January 22, 2024 from Mark Minor, P.E. to Terry Cole P.E. titled "Fiddler's Creek CDD 1 and 2 Proposed Improvements Summary", a copy of which is attached hereto as **Exhibit "C"**, to construct and reconstruct certain drainage facilities and surface water management systems ("SWMS") as described and depicted in the attached **Exhibit "C"**, said project hereinafter referred to as the Project; and,

WHEREAS, after written approval by the CDDS of the plans and specification for the Project and required permit and development order applications, FCC GOLF shall construct the Project and complete the Project to the satisfaction of the CDDS, in full compliance with the CDDS' approved plans and specification for the Project and all permits and development orders, and grant and convey to the CDDS all easements, interests and conveyance documents required and deemed necessary by the CDDS, for the CDDS to own, possess, access, operate and maintain their individual completed Project improvements; and, WHEREAS, FCC GOLF is desirous of obtaining from the CDDS a temporary right of access for FCC GOLF and FCC GOLF 's contractor(s) ("FCC GOLF's Contractor(s)") for purposes of access to, from, on, over, across, under and upon the Properties and Easements, as necessary, to engage in, perform and complete the Project as approved by the CDDS, and the CDDS are willing to grant such temporary access and use, subject to the full compliance by FCC GOLF and FCC GOLF's Contractor(s) with all of the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the CDDS, the parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated herein.

2. Grant by CDDS. Subject to: A. the prior written approval by CDD#1 of the plans and specifications for the Project as to its Property and Easements; B. the prior written approval by CDD#2 of the plans and specifications for the Project as to its Property and Easements; and, C. the prior written approval by the CDDS of the contents of Applications (and any changes and responses) to the South Florda Water Management District ("SFWMD") and all other required governmental agencies, for the Project; the CDDS grant to FCC GOLF and the contractor(s) retained by FCC GOLF to perform the Project ("FCC GOLF's Contractor(s)"), a non-exclusive right and license to enter upon those areas of the Properties and Easements as approved by the CDDS, at locations approved by the CDDS, including but not limited to Project access points, and: D. construct the drainage and SWMS improvements approved by the CDDS in strict conformance with all issued permits and development orders; E. perform and complete the Project approved by the CDDS; and, F. upon completion convey the completed improvements to the CDDS and grant to the CDDS such easements and assurances required by the CDDS; all subject to the terms and conditions of this Agreement.

3. **Term of Grants**. The rights granted hereunder shall commence on the Effective Date and shall remain in effect until the earlier to occur of A the completion of the Project, or B. \_\_\_\_\_ months following the Effective Date of this Agreement. On the Termination Date, this Agreement and the rights granted hereunder shall automatically terminate, unless stated as surviving the termination, without the need of any further writing or notice, and be of no further force or effect.

#### 4. **Project Plans, Permits, Fees, Costs, Expenses**

A. FCC GOLF shall be responsible for all costs, fees and expenses associated with the Project and this Agreement, including but not limited to the costs, fees and expenses relating to the preparation of Project plans and specifications, applications to all applicable governmental agencies and the costs of construction.

B. FCC GOLF shall also be responsible for all costs, fees and expenses associated with the Project incurred by the CDDS, including but not limited to the costs, fees and expenses of the District Manager, District Counsel and District Engineer.

C. FCC GOLF shall not submit any applications for any permits or development orders for the Project without the prior written approval of both CDDS.

D. FCC GOLF shall not reply to any requests for additional information ("RAI") nor submit responses to governmental agencies without the prior review and written approval of both CDDS.

.E. The CDDS must provide their prior written approval of all applications and all permit and development order Special Conditions before the issuance of any such permits or development orders.

#### 5. **Construction of the Project**.

A. After the issuance of required permits and development orders for the Project, as approved by the CDDS, FCC GOLF and FCC GOLF's Contractor(s) shall be solely responsible for all construction activities and restoration of the Properties and Easements [including but not limited to all Project access points] occasioned by or caused by the activities of FCC GOLF or FCC GOLF's Contractor(s) in performing the Project. The Project work shall be commenced by \_\_\_\_\_\_, 2024, diligently pursued, and performed in strict accordance with applicable laws, regulations, rules, codes and ordinances, permits, development orders and the terms and conditions of this Agreement.

- B. In addition to the foregoing, the parties agree as follows:
- 1. Not less than one month prior to commencement of construction of the Project, FCC GOLF and FCC GOLF's Contractor(s) will meet with the CDDS and CDDS' engineer and manager, to visit the Properties and Project area, to review the Project scope to ensure conformance with the approvals provided by the CDDS, coordinate the Project work and agree on the Project access point(s) and associated conditions.
- 2. After completion of the Project, FCC GOLF and FCC GOLF's Contractor(s) will complete a walk-through of the Project work area with the CDDS and their agents(s) to note any deficiencies.
- 3. FCC GOLF and FCC GOLF's Contractor(s) shall:
  - a. take all steps necessary to complete the Project approved by the CDDS to the satisfaction of the CDDS and the permitting agencies, and provide and deliver such written certifications of compliance and completion as required by the CDDS. Any and all access points on over or across the Properties and Easements approved by the CDDS, will be completely restored to the satisfaction of the District Engineer for the CDDS, at the sole cost and expense of FCC GOLF.
  - b. FCC GOLF shall grant the CDDS such easements (with a form and content as approved by the CDDS) determined by the CDDS as being necessary to operate and maintain the completed

Project improvements.

- c. FCC GOLF shall execute and deliver to the CDDS any documents of transfer or conveyance (with a form and content as approved by the CDDS) determined by the CDDS as being necessary to own, operate and maintain the completed Project improvements, including but not limited to bills of sale, waivers of lien, warranties and affidavits.
- d. Deliver \_\_\_\_\_\_ sets of As-Built drawings of the completed Project improvements certified by a Florida licensed professional engineer, in paper and electronic format.
- e. Transfer and assign all warranties for the Project improvements.

#### 6. Insurance.

FCC GOLF and FCC GOLF's Contractor(s) shall, at all times while this Agreement remains in effect, carry, keep and maintain (and require their contractors and consultants that enter the Properties and Easements to carry, keep and maintain) in full force and effect insurance coverages as outlined herein. All such insurance (except Workers' Compensation) shall name the CDDS as additional named insureds, shall include a waiver of subrogation against the CDDS, and shall provide that no policy is cancelable and may not be materially changed or restricted until the CDDS have received at least 30 days prior written notice thereof from the insurance company. FCC GOLF and FCC GOLF's Contractor(s) shall provide the CDDS with duplicate copies of all insurance policies containing such coverage or appropriate certificates evidencing such coverages.

FCC GOLF and FCC GOLF's contractor(s) shall provide and maintain during the life of this Agreement, insurance that will protect the FCC GOLF, FCC GOLF's Contractor(s) and any subcontractors performing the Project under the Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from Project performed, whether such operations be by the FCC GOLF, FCC GOLF's Contractor(s) or by any subcontractors or by anyone directly or indirectly employed by any of them. FCC GOLF and FCC GOLF's Contractor(s) shall also provide and maintain during the life of this Agreement insurance that will indemnify and hold harmless the CDDS, and its agents, officers, Supervisors, and employees from and against all claims, costs, expenses, including attorneys' fees and damages arising out of or resulting from performance the Project under this Agreement, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of property, including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act of the FCC GOLF, FCC GOLF's Contractor(s), its employees, agents, officers, or subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

FCC GOLF, and FCC GOLF's Contractor(s), at their sole cost and expense, shall obtain and maintain in full force during the term of this Agreement such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; (4) claims for damages, claims or losses because of or resulting from cyber security incidents and data breach incidents in the form of cyber liability insurance and data breach insurance; and (5) claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Agreement, whether such services, work and operations are performed by FCC GOLF and FCC GOLF Contractor(s), its employees, or by any sub-contractor(s) or sub-sub-contractor(s) or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable. The insurance protection set forth hereinabove shall be obtained and written for not less than the following limits of liability, or as required by law, whichever is greater. FCC GOLF and FCC GOLF's Contractor(s) shall obtain and maintain the following insurance coverages, and in the type, amounts and in conformance with the following

minimum requirements:

#### A. WORKERS' COMPENSATION

Coverage for all employees with statutory limits in compliance with applicable State and Federal laws. In addition, the policy must include the following:

1. Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.

#### B. <u>COMMERCIAL GENERAL LIABILITY</u>

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and with the Florida Office of Insurance Regulation and must include the following:

1. Minimum limits of \$2,000,000 per occurrence and \$5,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$2,000,000 for Property Damage Liability, or a minimum combined single limit of \$5,000,000.

2. Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

3. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property damage, XCU Coverage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis. The CDDS, their officers and employees shall be included as an Additional Insureds.

#### C. BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and with the Florida Office of Insurance Regulation and must include the following:

1. Minimum limits of \$1,000,000 per person and \$3,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$3,000,000.

2. Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

#### D. CYBER LIABILITY INSURANCE AND DATA BREACH INSURANCE

1. Minimum limits of \$1,000,000 per occurrence and minimum \$3,000,000 in the aggregate.

#### E. <u>ALL RISK BUILDERS RISK OR INSTALLATION FLOATER</u> (If Applicable)

All Risk coverage, with the limits of insurance to equal 100% of the completed contract amount of such addition(s), buildings(s), or structure(s). Any deductible is the responsibility of the Contractor. The CDDS shall be named as an additional insured.

#### F. SUBCONTRACTORS

It shall be the responsibility of FCC GOLF, and FCC GOLF's Contractor(s) to ensure that all subcontractors carry Automobile Liability, General Liability and Workers' Compensation in compliance with statutory limits.

FCC GOLF agrees and FCC GOLF's Contractor(s) shall agree in all conracts with FCC GOLF that the required insurance coverages are not intended to and shall not, in any manner, limit or reduce the liabilities and obligations assumed by FCC GOLF and FCC GOLF's Contractor(s), its agents, employees, subcontractors, etc. The CDDS will be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by FCC GOLF and FCC GOLF's Contractor(s) to meet requirements of this Agreement.

Policies will not be canceled, non-renewed or reduced in scope of coverage until at least thirty (30) days prior written notice has been given to the CDDS, and only if substitute equivalent coverage in compliance with this Agreement is provided.

All such insurance shall be obtained from companies listed and authorized to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance required herein. Insurance provided by out-of-state reinsurers shall not be acceptable.

At the time of execution of this Agreement, FCC GOLF and FCC GOLF's Contractor(s) will file with the District Manager certificates of such insurance and endorsements naming the District as an additional insured as required herein, that are acceptable to the CDDS.

#### 7. Indemnification.

FCC GOLF and FCC GOLF's Contractor(s) hereby agree to indemnify and do indemnify and hold harmless the CDDS from any losses, damages or awards arising out of personal injury or death or property damage resulting solely from the work associated with the Project, or activities occurring in, on, over, upon or under the Properties or Easements. FCC GOLF and FCC GOLF's Contractor(s) assumes liability for and shall indemnify, defend and save harmless the CDDS as well as all of their agents, employees, officers, directors, Supervisors, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys' fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of FCC GOLF and FCC GOLF's Contractor'(s)presence at the site of the Project for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Site and the condition, operation, ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This Agreement also obligates FCC GOLF and FCC GOLF's Contractor(s) to indemnify and save harmless the CDDS for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of Contractor's or their subcontractors at the site of the Work.

FCC GOLF and FCC GOLF's Contractor(s) understands and agrees that it is obligated and shall indemnify the CDDS, for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of FCC GOLF and FCC GOLF's Contractor(s) and its subcontractors, agents, employees, officers, directors, successors and assigns. FCC GOLF and FCC GOLF's Contractor(s) obligation to indemnify and defend the CDDS, is absolute, including instances where the CDDS are found potentially liable, responsible or at fault and in those instances where CDDS own negligence or actions caused said damage or injury in part. Notwithstanding FCC GOLF and FCC GOLF's Contractor(s) FCC GOLF and FCC GOLF's Contractor(s) hereby acknowledges that the first \$100.00, paid under this Agreement as sufficient and valuable consideration from District to Contractor as specific consideration for this indemnification. This indemnification and obligations shall survive the completion of the Project.

8. **No Liens** FCC GOLF and FCC GOLF's Contractor(s) shall not allow or permit any liens to be filed as to the Properties or Easements and shall take all steps necessary to removes any lien that is filed. If any liens shall be filed against the Properties, or Easements FCC GOLF and FCC GOLF's Contractor(s) shall cause such liens to be released, satisfied and discharged of record, or transferred to cash or surety bond in accordance with applicable law within five (5) calendar days from the date FCC GOLF and FCC GOLF's Contractor(s) receives notice and confirmation that such liens have been filed or recorded. FCC GOLF's Contractor(s) agrees to defend the CDDS from liens or claims arising out of FCC GOLF's Contractor(s) performance of the Project work. This indemnification and obligations shall survive the completion of the Project.

#### 9. E-Verification.

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., FCC GOLF and FCC GOLF's Contractor(s) and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. FCC GOLF and FCC GOLF Contractor(s) shall require each of its subcontractors to provide FCC GOLF with an affidavit statin that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. FCC GOLF and FCC GOLF contractor(s) shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of the CDDS, FCC GOLF and FCC GOLF Contractor(s), or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

The CDDS, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but FCC GOLF and FCC GOLF's Contractor(s) otherwise complied, shall promptly notify FCC GOLF and FCC GOLF's Contractor(s) and FCC GOLF and FCC GOLF's Contractor(s) shall immediately terminate the contract with the subcontractor. A contractor terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. FCC GOLF and FCC GOLF's Contractor(s) acknowledge that upon termination of this Agreement by the CDDS for a violation of this section by FCC GOLF or FCC GOLF's Contractor(s), FCC GOLF and FCC GOLF's Contractor(s)may not be awarded a public contract for at least one (1) year. FCC GOLF and FCC GOLF's Contractor(s) further acknowledge that FCC GOLF and FCC GOLF's Contractor(s) are liable for any additional costs incurred by the CDDS as a result of termination of any contract for a violation of this section. FCC GOLF and FCC GOLF's Contractor(s) or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. FCC GOLF and FCC GOLF's Contractor(s) shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

10. **Relationship of the Parties**. Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the CDDS and FCC GOLF or FCC GOLF's Contractor(s).

11. **Governing Law; Venue**. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue and jurisdiction for any dispute arising out of this Agreement shall be in a Florida state court of appropriate jurisdiction in Collier County, Florida.

12. **No Amendment or Waiver**. This Agreement shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect or particular unless the same shall be in writing and signed by the parties hereto.

13. **Notice**. Any notice, demands, requests or communication of any kind required or permitted hereunder shall be sufficiently given if sent by (i) overnight carrier, (ii) United States registered or certified mail, postage prepaid, return receipt requested, or (iii) or by pdf electronic transmission with confirmation of receipt, to the parties, or their respective agents, at their address set forth below or at such other address each may designate from time to time. Any such notice, demand, request or communication should be sent to:

If to FCC GOLF:

If to the CDDS:

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

Attn:					_
Email:					

. . . . . . . . . . . . . . . .

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

Attn:			 	
Email:			 	_

With a copy to:

Woodward, Pires & Lombardo, P.A 3200 Tamiami Trail North, Suite 200 Naples, Florida 34103 Attention: Anthony Pires, Jr., Esq. Email: APires@wpl-legal.com Any such notice, demand, request or communication shall be deemed to have been duly given or served on the date shown on the return receipt or other evidence of delivery, if mailed.

14. **Parties**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns. Licensee shall have the right to assign this License to Licensee's Contractor performing the work on the Project.

15. **Litigation**. In the event of litigation between the parties with respect to this Agreement or the performance of the obligations hereunder, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including, but not limited to, reasonable attorneys' fees of counsel selected by the prevailing party.

16. **Severability**. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

17. **Headings**. The headings of the various sections of this Agreement have been inserted for the purpose of convenience; such headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions herein.

18. FCC GOLF affirms that it has the full right, power and authority to execute and enter into this License Agreement.

19. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. The signatures of the parties on copies of this Agreement, or any amendments hereto, transmitted by facsimile or electronic transmission shall be deemed originals for all purposes of this Agreement and binding upon the parties.

20. **Project Records.** The following provisions are required by §119.0701, Fla. Stat., and may not be amended. FCC GOLF shall keep and maintain public records required by the CDDS to perform the services required under this Agreement. Upon request from the CDDS custodian of public records, FCC GOLF shall provide the CDDS with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. FCC GOLF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if FCC GOLF does not transfer the public records to the CDDS. Upon completion of the Agreement, FCC GOLF may transfer, at no cost, to the CDDS all public records in possession of FCC

or keep and maintain public records required by the CDDS to perform the services required under the Agreement.

If FCC GOLF transfers all public records to the CDDS upon completion of the Agreement, FCC GOLF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FCC GOLF keeps and maintains public records upon completion of the Agreement, FCC GOLF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CDDS, upon request from the CDDS' custodian of public records, in a format that is compatible with CDDS information technology systems. The failure of FCC GOLF to comply with the provisions set forth in this Section or the public records Law, FCC GOLF shall be deemed to have breached a material provision of the Agreement, shall constitute a Default and Breach of this Agreement, all for which, the CDDS may terminate the Agreement.

IF FCC GOLF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FCC GOLF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 498-9020 ADAMSC@WHHASSOCIATES.COM WRATHELL, HUNT AND ASSOCIATES, LLC., CHUCK ADAMS, DISTRICT MANAGER, 9220 BONITA BEACH ROAD, SUITE 214, BONITA SPRINGS, FLORIDA 34135

21. **No Recording** Neither a copy of this Agreement nor any memorandum thereof shall be recorded in any public records.

22. **Data Security**. No confidential data collected, maintained, or used during performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the CDDS either during the period of the Agreement or thereafter. FCC GOLF warrants that the work product and any other materials to be provided hereunder will not knowingly contain any virus, worm, Trojan Horse, tracking software, or devices capable of identifying users or tracking use, or any undocumented software locks or drop-dead devices which would render inaccessible or impair in any way the operation of the Project or any other hardware, software or data of the CDDS or any representative of the CDDS which the work product is designed to work with. In the event of a breach of security as defined in section 501.171, Florida Statutes, FCC GOLF shall notify the CDDS immediately, but no later than ten (10) calendar days following a determination of a breach of data security. Additionally, FCC GOLF shall fully cooperate, at its own expense, with the CDDS regarding the CDDS statutory notification requirements.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

#### FCC GOLF COURSE LLC

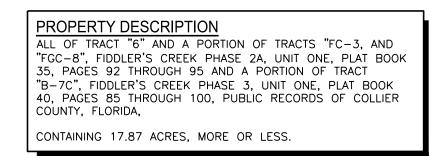
WITNESSES: Signature: Printed Name:		Signature: Printed Name:
Signature: Printed Name: ATTEST:		FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1
	_, Secretary	Signature:  Printed Name:  Title:
ATTEST:		FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2
	_, Secretary	Signature:  Printed Name: Title:

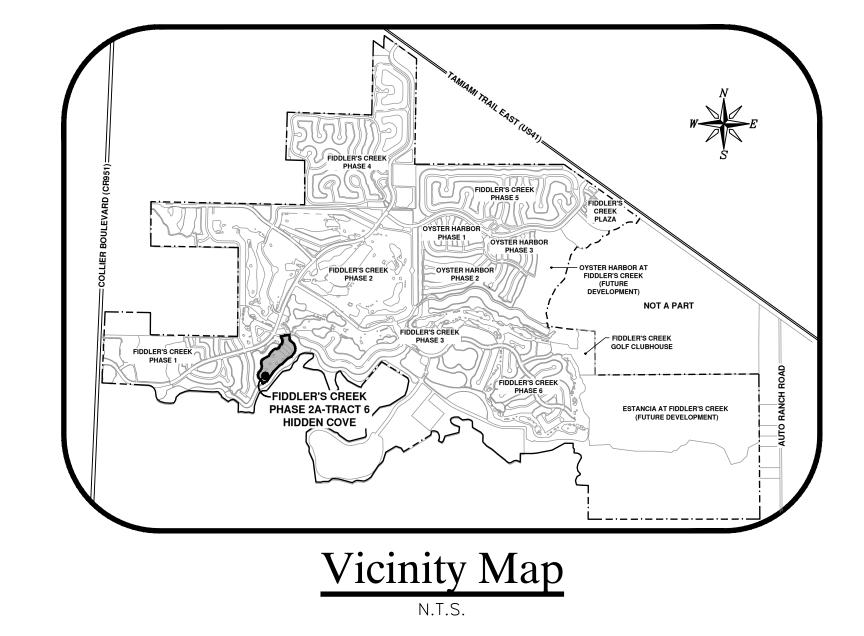
# Hidden Cove Fiddler's Creek - Phase 2A Tract 6 Construction Plans and Plat Section 23, Township 51 South, Range 26 East Located in Collier County, Florida

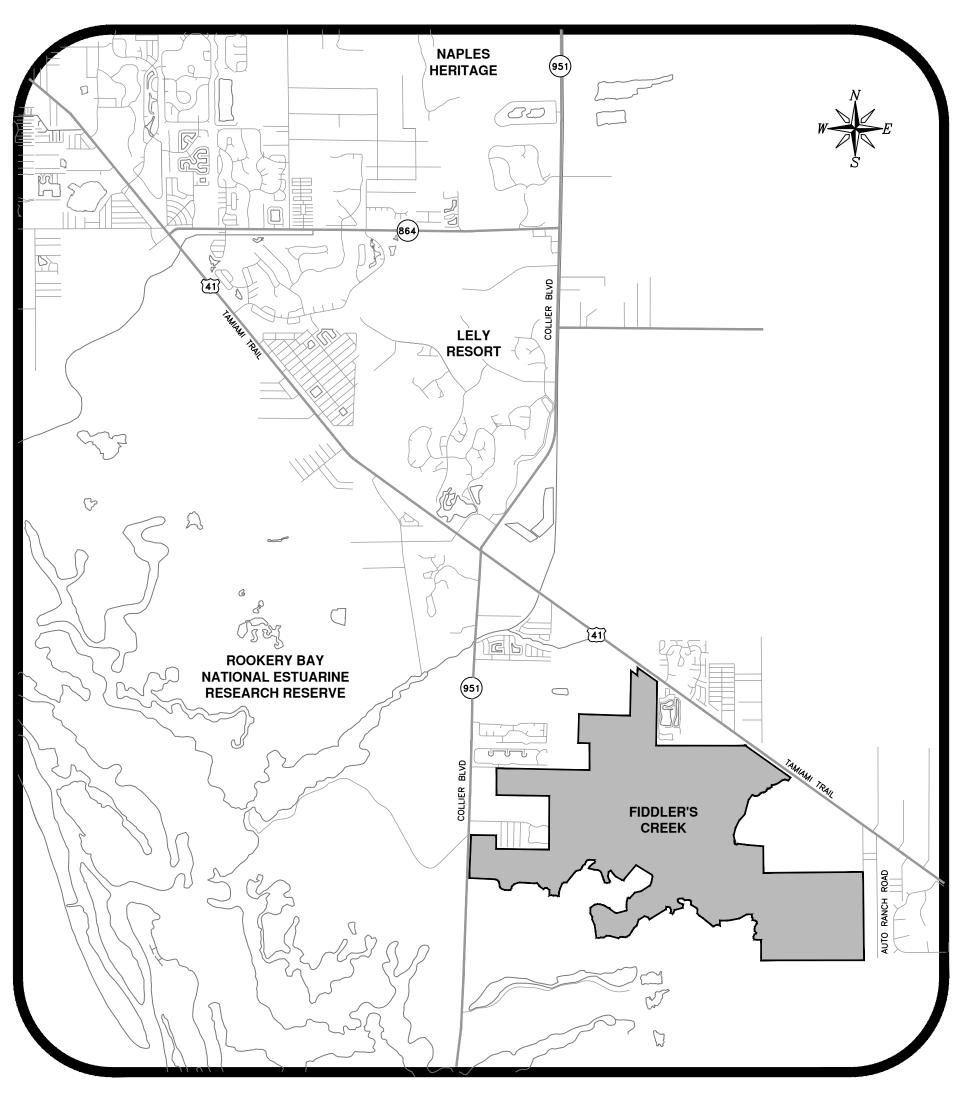
## Owner/Developer:

## FCC GOLF CLUB, LLC. 8156 Fiddler's Creek Parkway Naples, Florida 34114 Tel: 239.732.9400 Email: parisiJ@gulfbay.com

ORDINANCE: MARCO SHORES/FIDDLER'S CREEK PUD (ORD 1996-74, 1998-13. 2000-84) COLLIER COUNTY ZONING: PUD ENVIRONMENTAL RESOURCE PERMIT NO. 11-00685-S COLLIER COUNTY FOLIO NUMBER: 32432003287







## Location Map N.T.S. Prepared by:



Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134

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Civil Engineers<br/>Cert. of Auth. EB 0005151Land Surveyors<br/>Cert. of Auth. LB 0005151PlannersBonita Springs: 239.947.1144www.GradyMinor.com

Business LC 26000266 Fort Myers: 239.690.4380

Landscape Architects

## Index of Sheets

#### Dwg. No.

#### Description

- 1. COVER SHEET AND INDEX OF DRAWINGS
- 2. AERIAL IMAGE AND EXISTING CONDITIONS PLAN
- 3. DEMOLITION AND EROSION CONTROL PLAN
- 4. ZONING DATA SHEET
- 5. SITE, SIGNING AND MARKING PLAN
- 6. MASTER DRAINAGE PLAN
- 7. GRADING, PAVING AND DRAINAGE PLAN
- 8. GRADING, PAVING AND DRAINAGE DETAIL SHEET
- 9. TYPICAL CROSS-SECTIONS
- 10. BULKHEAD DETAILS AND NOTES
- 11. MASTER UTILITY PLAN
- 12. PLAN AND PROFILE PUMP STATION AND HIDDEN COVE DRIVE STA. 0+00 9+50
- 13. PLAN AND PROFILE HIDDEN COVE DRIVE STA. 9+50 17+80
- 14. GENERAL UTILITY DETAILS
- 15. WATER DETAIL SHEET
- 16. WASTEWATER DETAIL SHEET
- 17. PUMP STATION DETAIL SHEET

### Revisions

Revision	Date	Description	Ву

- DATE: JANUARY 2023	FILE NAME: FC6SP-COVER.DWG	JOB CODE: FC6SP	SHEET NUMBER 1 OF 17	
SUBMITTAL		DPL		
	HIQGEN COVE		Construction Plans and Plat	

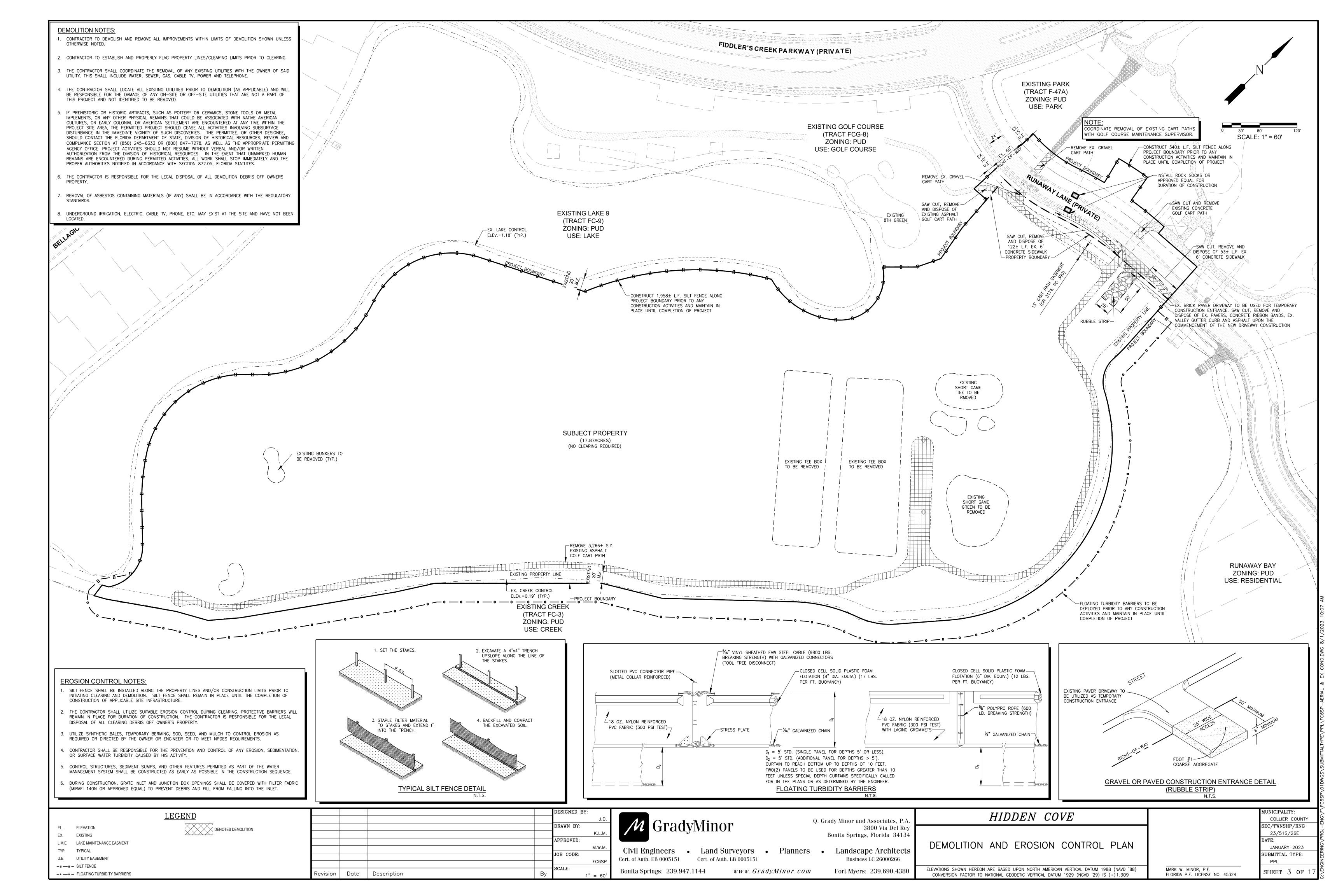
GradyMinor

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Minor.	COM	For



FIDDLER'S CREEK DEVELOPMENT STANDARDS FOR 'R' RESIDENTIAL AREAS								
PERMITTED USES AND STANDARDS	SINGLE FAMILY DETACHED	PATIO AND ZERO LOT LINE	TWO FAMILY AND DUPLEX	SINGLE FAMILY ATTACHED AND TOWNHOUSE	MULTI-FAMILY DWELLINGS	BUSINESS DISTRICT	GOLF COURSE	
	1	2	3	4	5	N/A	N/A	
MINIMUM LOT AREA	6500 S.F.	5000 S.F.	3500 S.F. (*4)	3000 S.F.	1 AC.	10,000 S.F.	NONE	
MINIMUM LOT WIDTH (*5)	50	40	35	30	150	100	NONE	
FRONT YARD	25	20 (*3)	20 (*3)	20 (*3)	25	25	20' OR 50'	
FRONT YARD FOR SIDE ENTRY GARAGE	15	10	10	10	15	N/A	N/A	
SIDE YARD	7.5	(*6)	0 OR 7.5	0 OR .5 B.H.	0.5 OF SUM OF B.H.	0 OR 5	20' OR 50'	
REAR YARD PRINCIPAL	20	10	20	20	B.H.	25	20' OR 50'	
REAR YARD ACCESSORY	10	5	10	10	15	25	10' OR 20'	
REAR YARD SPECIAL (*1)	10	5	10	10	0 B.H. 🔺	N/A	N/A	
MAX. BLDG. HEIGHT (*2)	35	35	35	35	100	40	50	
DISTANCE BETWEEN PRINCIPAL STRUCTURES	15	10	0 OR 15	.5 B.H.	.5 S.B.H.	SIDE YARD	25	
FLOOR AREA MIN. (S.F.)	1500 S.F.	1250 S.F.	1400 S.F.	1200 S.F.	1000 S.F.	1000 S.F.	NONE	

PROPOSED LAND USE: SINGLE		
PRINCIPAL STRUCTURES	REQUIRED	PROVIDED
MINIMUM LOT AREA	5,000 S.F.	SEE LOT SUMMAR
MINIMUM LOT WIDTH	40 FT.	SEE LOT SUMMAR
FRONT YARD	20 FT.	20 FT.
FRONT YARD FOR SIDE ENTRY	15 FT.	T.B.D.
SIDE YARD	O FT. OR 5 FT. MINIMUM	7.5 FT.
REAR YARD PRINCIPAL	10 FT.	20 FT.
REAR YARD ACCESSORY	5 FT.	10 FT.
REAR YARD SPECIAL	5 FT.	N/A
MAXIMUM BUILDING HEIGHT	35 FT.	T.B.D.
DISTANCE BETWEEN STRUCTURES	10 FT.	T.B.D.
FLOOR AREA MINIMUM	1,250 S.F.	T.B.D.

FOR THE PURPOSE OF DETERMINING SETBACK REQUIREMENTS.

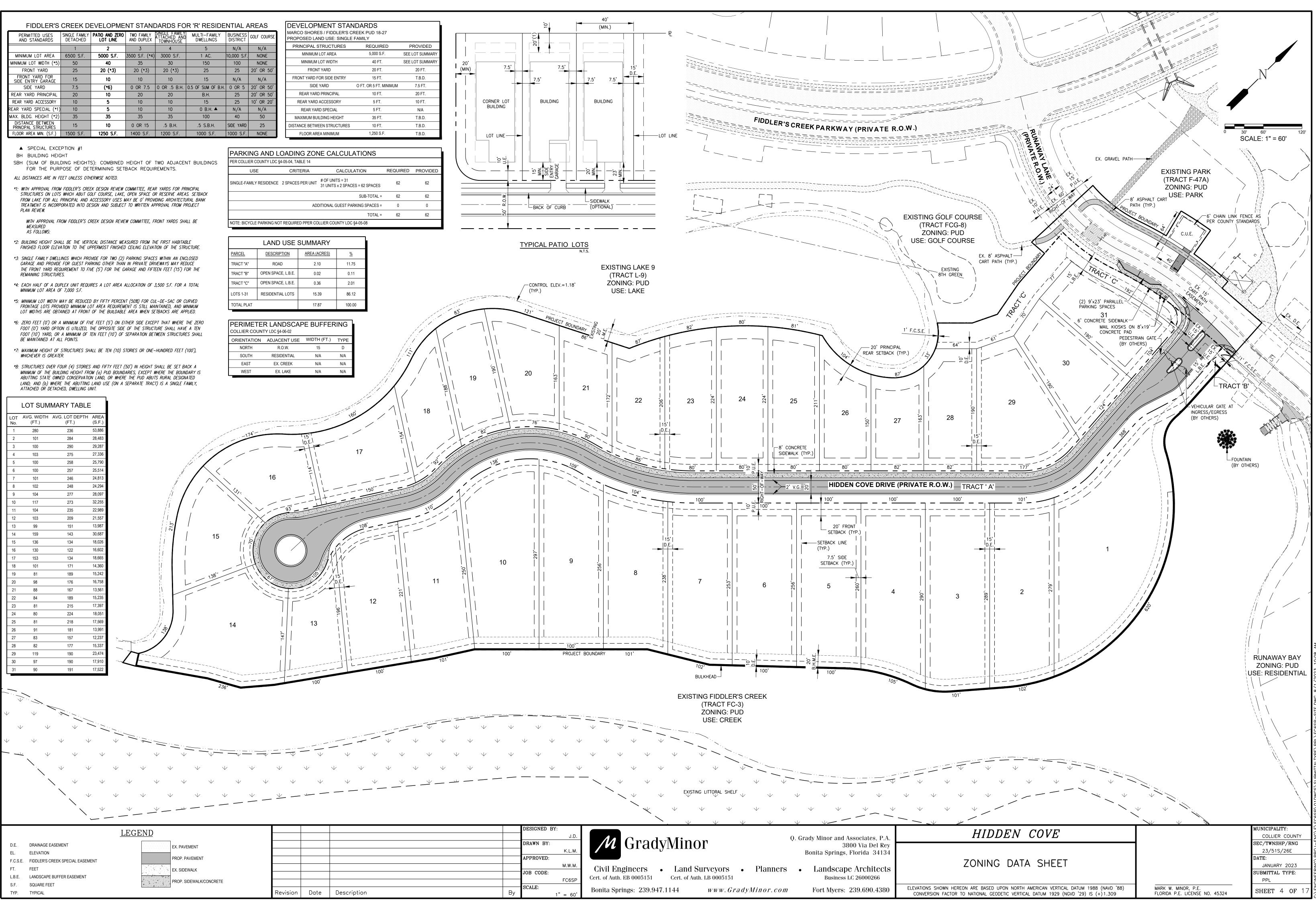
TREATMENT IS INCORPORATED INTO DESIGN AND SUBJECT TO WRITTEN APPROVAL FROM PROJECT PLAN REVIEW.

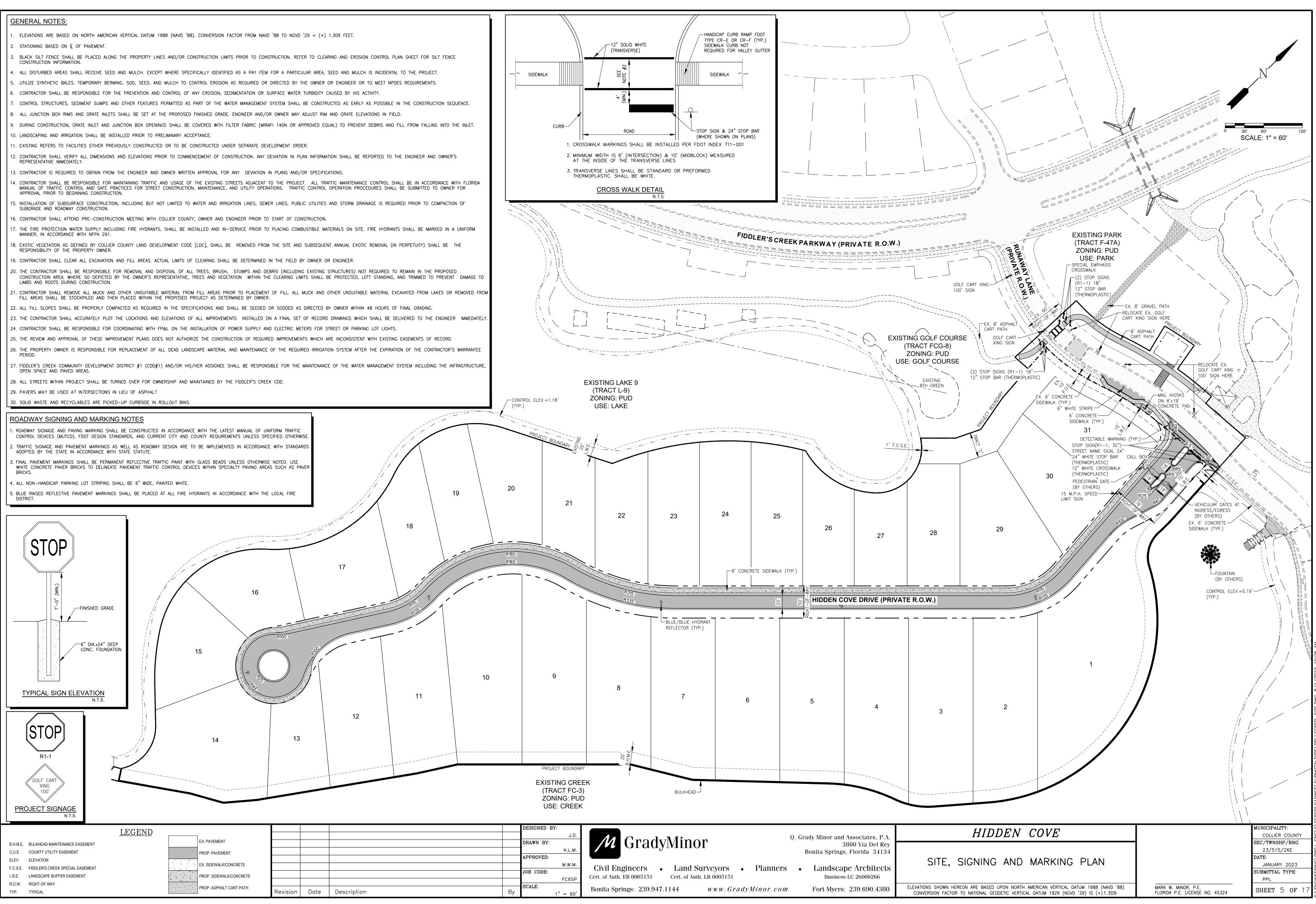
- GARAGE AND PROVIDE FOR GUEST PARKING OTHER THAN IN PRIVATE DRIVEWAYS M THE FRONT YARD REQUIREMENT TO FIVE (5') FOR THE GARAGE AND FIFTEEN FEET ( REMAINING STRUCTURES.
- MINIMUM LOT AREA OF 7,000 S.F.
- FRONTAGE LOTS PROVIDED MINIMUM LOT AREA REQUIREMENT IS STILL MAINTAINED, LOT WIDTHS ARE OBTAINED AT FRONT OF THE BUILDABLE AREA WHEN SETBACKS A
- FOOT (O') YARD OPTION IS UTILIZED, THE OPPOSITE SIDE OF THE STRUCTURE SHALL FOOT (10') YARD, OR A MINIMUM OF TEN FEET (10') OF SEPARATION BETWEEN STRU BE MAINTAINED AT ALL POINTS.
- WHICHEVER IS GREATER.
- MINIMUM OF THE BUILDING HEIGHT FROM (a) PUD BOUNDARIES, EXCEPT WHERE THE ABUTTING STATE OWNED CONSERVATION LAND, OR WHERE THE PUD ABUTS RURAL L LAND; AND (b) WHERE THE ABUTTING LAND USE (ON A SEPARATE TRACT) IS A SIN ATTACHED OR DETACHED, DWELLING UNIT.

LOT No.		MARY TABLE AVG. LOT DEPTH (FT.)	AREA (S.F.)
1	280	236	53,886
2	101	284	28,483
3	100	290	29,287
4	103	275	27,336
5	100	258	25,790
6	100	257	25,514
7	101	246	24,813
8	102	248	24,294
9	104	277	28,097
10	117	273	32,255
11	104	235	22,989
12	103	209	21,557
13	99	151	13,987
14	159	143	30,687
15	136	134	18,026
16	130	122	16,602
17	153	134	18,665
18	101	171	14,360
19	81	189	15,242
20	98	176	16,758
21	88	167	13,561
22	84	189	15,235
23	81	215	17,397
24	80	224	18,051
25	81	218	17,569
26	91	181	13,991
27	83	157	12,237
28	82	177	15,337
29	119	190	23,474
30	97	190	17,910
31	90	191	17 522

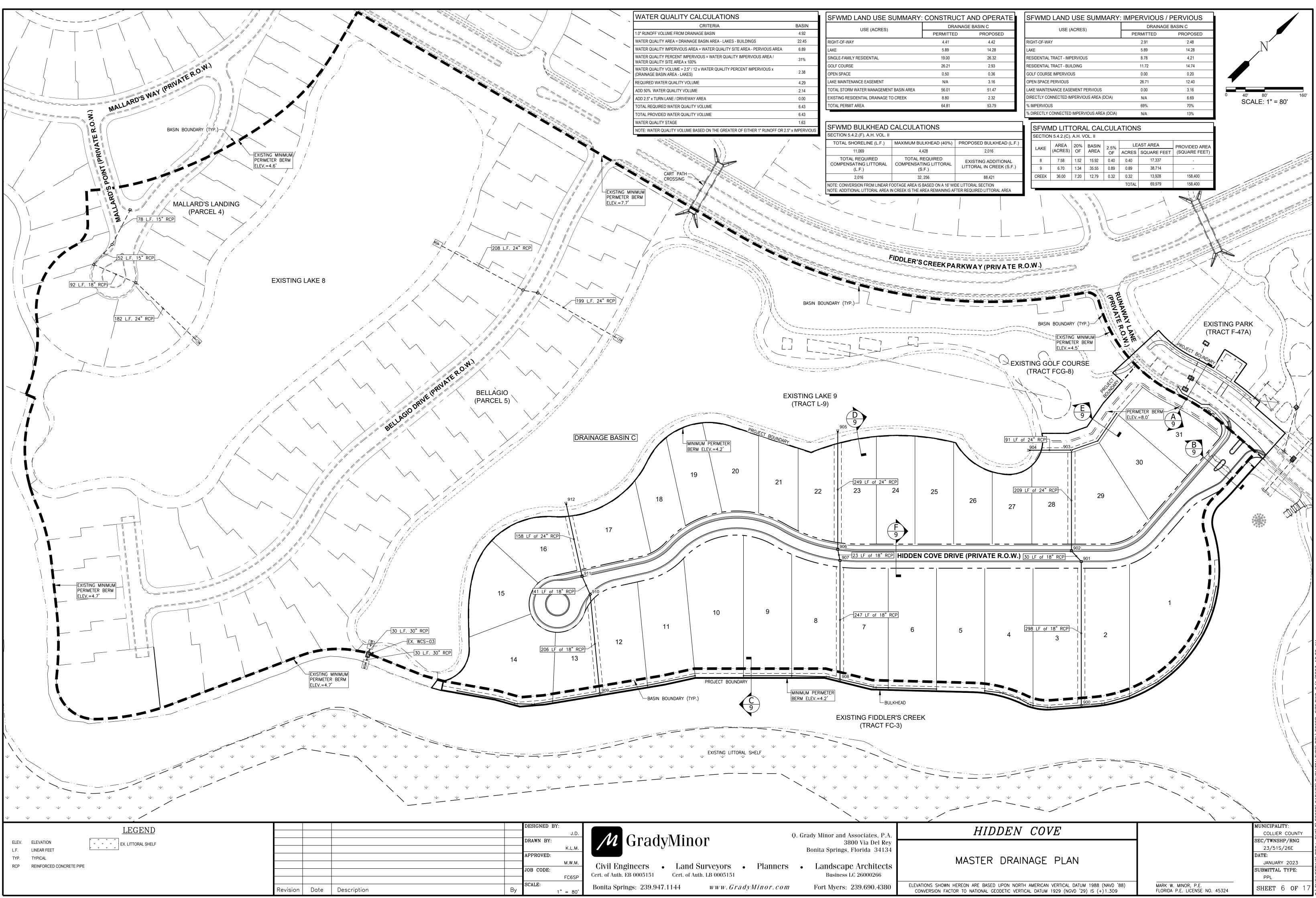
HABITABLE THE STRUCTURE.		LAND USE SUMMARY					
AN ENCLOSED	PARCEL	DESCRIPTION	AREA (ACRES)	<u>%</u>			
MAY REDUCE	TRACT "A"	ROAD	2.10	11.75			
" (15') FOR THE	TRACT "B"	OPEN SPACE, L.B.E.	0.02	0.11			
. FOR A TOTAL	TRACT "C"	OPEN SPACE, L.B.E.	0.36	2.01			
	LOTS 1-31	RESIDENTIAL LOTS	15.39	86.12			
IC OR CURVED AND MINIMUM	TOTAL PLAT		17.87	100.00			
ARE APPLIED.							
WHERE THE ZERO LL HAVE A TEN RUCTURES SHALL		FER LANDSCA	APE BUFFER	RING			
	ORIENTATIO	N ADJACENT USE	E WIDTH (FT.)	TYPE			
	NORTH	ROW	15	D			

	EAST	EX. CREEK	N/A	N/A		
E SET BACK A THE BOUNDARY IS L DESIGNATED SINGLE FAMILY,	WEST	EX. LAKE	N/A	N/A		
				160		
					17	-154
	/				17	
	137.	16			- 150'	
					108'	

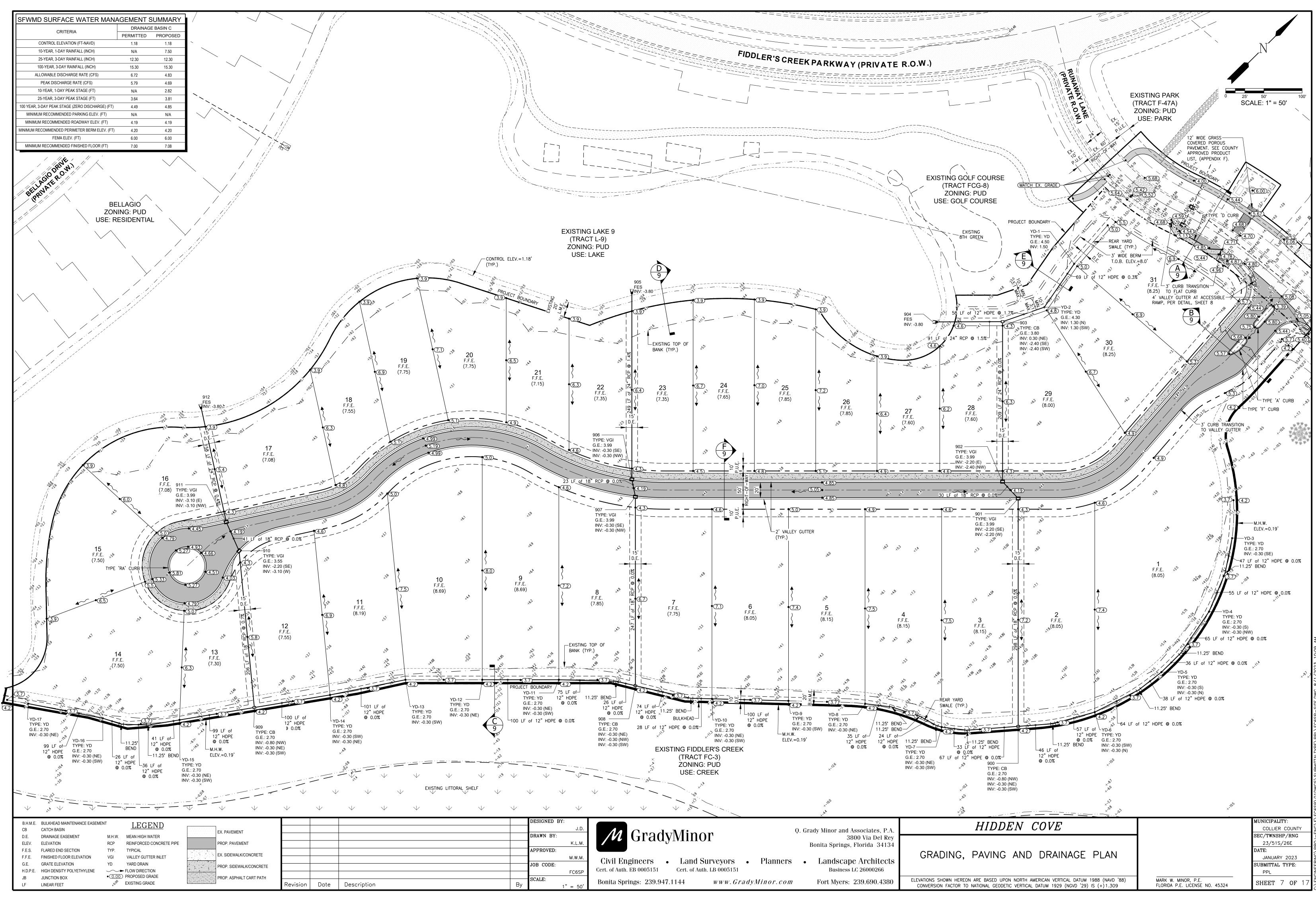


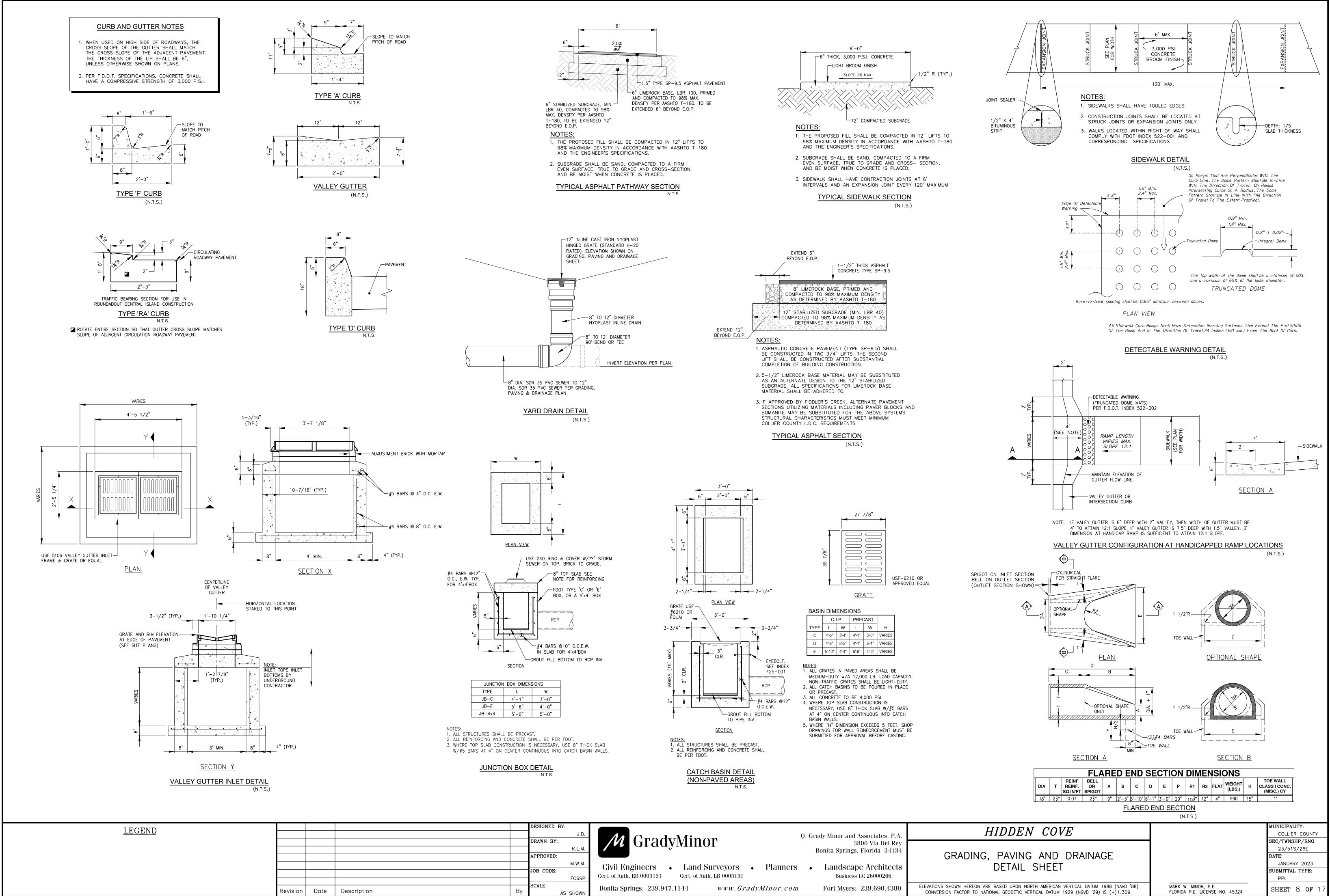


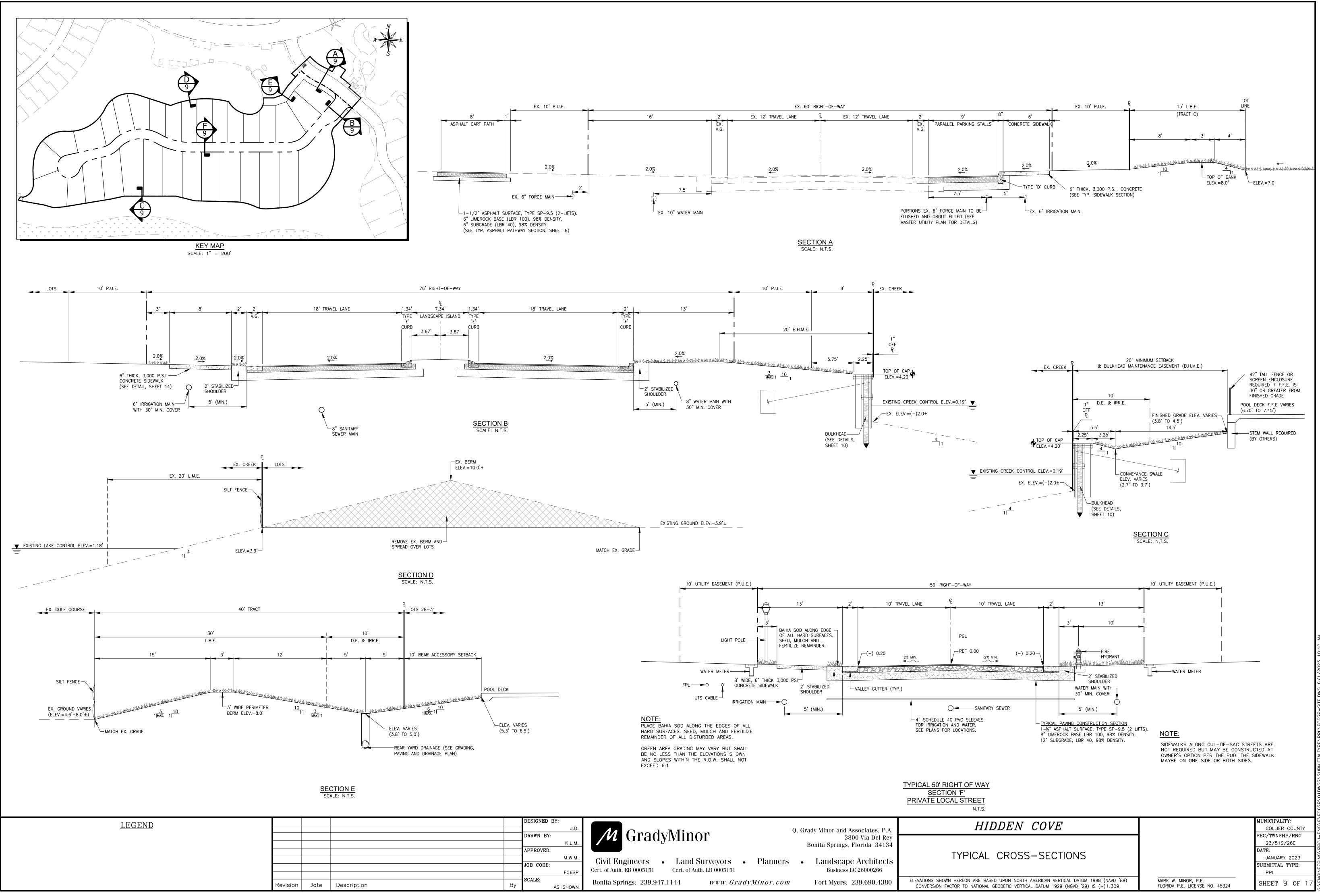
	T	LEGEND						
B.H.M.E.	BULKHEAD MAINTENANCE EASEMENT			EX. PAVEMENT				
C.U.E.	COUNTY UTILITY EASEMENT			PROP. PAVEMENT				
ELEV.	ELEVATION	194	e e					
F.C.S.E.	FIDDLER'S CREEK SPECIAL EASEMENT	a '' *		EX. SIDEWALK/CONCRETE				
L.B.E.	LANDSCAPE BUFFER EASEMENT			PROP. SIDEWALK/CONCRETE				
R.O.W.	RIGHT-OF-WAY		4					
TYP.	TYPICAL			PROP. ASPHALT CART PATH	Revision	Date	Description	



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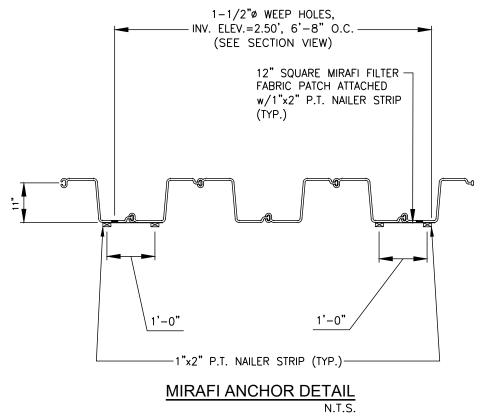


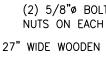


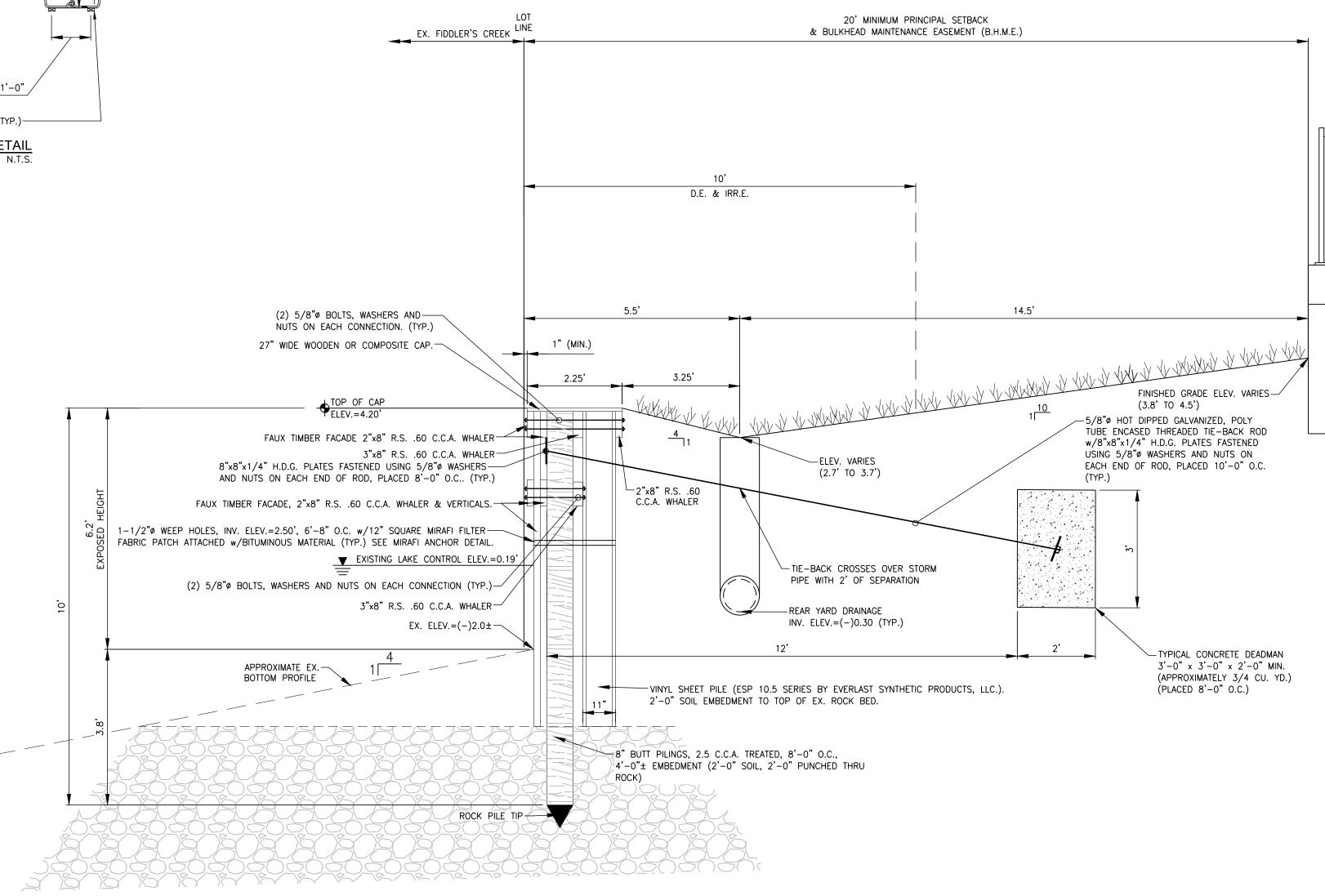


	DESIGNED BY	:
		J.D.
	DRAWN BY:	
		K.L.M.
	APPROVED:	
		M.W.M.
	JOB CODE:	
		FC6SP
	SCALE:	
Ву		S SHOWN

	M GradyMinor	Q. Grady Minor and A 380 Bonita Springs, 1
>	Civil Engineers Cert. of Auth. EB 0005151 • Land Surveyors Cert. of Auth. LB 0005151 • Planners	• Landscape Business L
	Bonita Springs: 239.947.1144 www.GradyMinor.com	Fort Myers: 2



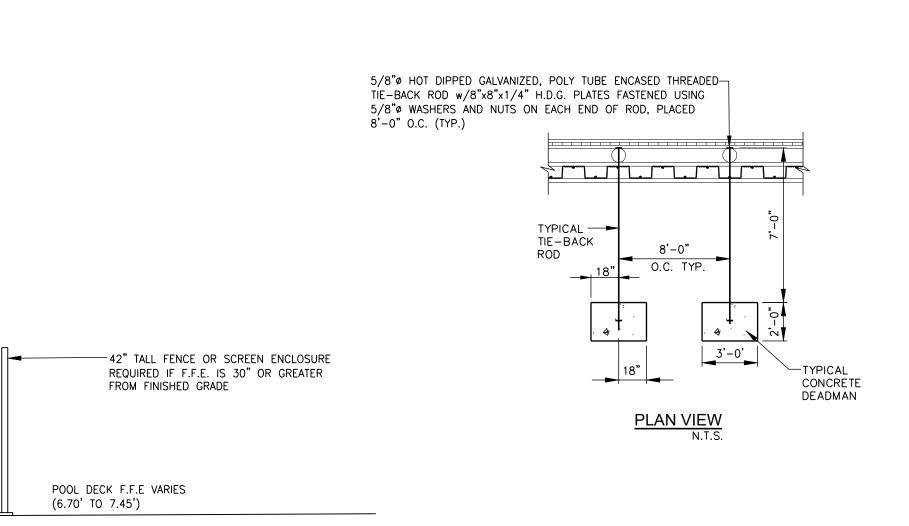




LEGEND			
	Revision	Date	Description

BULKHEAD SECTION

		DESIGNED BY:		
		J.D.	Q. Grady Minor and Associates, P.A.	
		DRAWN BY:	<b>A GradyMinor</b> Q. Grady Minor and Associates, P.A. 3800 Via Del Rey	
		K.L.M.	Bonita Springs, Florida 34134	
		APPROVED:		
		M.W.M.	Civil Engineers • Land Surveyors • Planners • Landscape Architects	
		JOB CODE:	Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266	
		FC6SP		
E	Зу	SCALE: AS SHOWN	Bonita Springs: 239.947.1144www.GradyMinor.comFort Myers: 239.690.4380	ELEVATIONS CONVERSI



(BY OTHERS)

-

	TRUCTURAL NOTES THE AREA UNDER THE FOUNDATION AND 5' BEYOND SHALL BE EXISTING GROUND FRE ALL ORGANIC MATERIAL AND HAVING A MINIMUM BEARING CAPACITY OF 2,000 PSF OR
	STRUCTURAL FILL COMPACTED TO 95% OF ITS MODIFIED PROCTOR DENSITY.
2.	ALL METAL TO BE STAINLESS STEEL (S.S.) UNLESS OTHERWISE NOTED.
3.	TIMBER TO BE FASTENED WITH 5/8" DIAMETER S.S. BOLTS THROUGH WHALERS.
4.	NAIL VERTICALS TO WHALERS WITH 16d COMMON H.D.G. NAILS.
5.	ALL TIMBER TO BE .06 C.C.A. R.S. SYP.
6.	CAP TO BE FASTENED TO WHALERS WITH $(3)-3$ " STAINLESS STEEL #10 SCREWS.
7.	TIE-BACK ROD MUST BE LAID TO GRADE. THERE SHALL BE NO SLACK OR BENDS IN WHEN DEADMAN ARE POURED.
8.	1–1/2"Ø WEEP HOLES WITH 12" SQUARE MARAFI FILTER FABRIC PATCH, ATTACHED WIT BITUMINOUS MATERIAL, 6'–8" O.C., AT 16" ABOVE CONTROL ELEVATION (MIN.).
9.	THE STANDARD SPECIFICATIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION SHALL GOVERN ALL CONSTRUCTION, INCLUDING MATERIALS AND WORKMANSHIP, WHERE APPLICABLE.
10	. THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 2020 FLORIDA BUILD CODE FOR AN ULTIMATE WIND SPEED OF 150 MPH WIND LOADS AND A NOMINAL WIND SPEED OF 116 MPH. RISK CATEGORY I STRUCTURE, WITH A SURFACE ROUGHNESS 'B' WIND EXPOSURE CATEGORY 'C'.
11	. NO SUB-SURFACE INVESTIGATION WAS PERFORMED. WALL DESIGN WAS BASED ON DEN SANDY SOIL. CONTRACTOR TO VERIFY SUB-SURFACE CONDITIONS PRIOR TO CONSTRUCT
12	. CERTIFICATE FOR STRUCTURAL ASPECTS. NO REVIEW OF LIFE SAFETY ASPECT MADE.

HIDDEN COVE	
BULKHEAD DETAILS AND NOTES	
S SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD '88) SION FACTOR TO NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD '29) IS (+)1.309	MARK W. FLORIDA

MUNICIPALITY:

DATE:

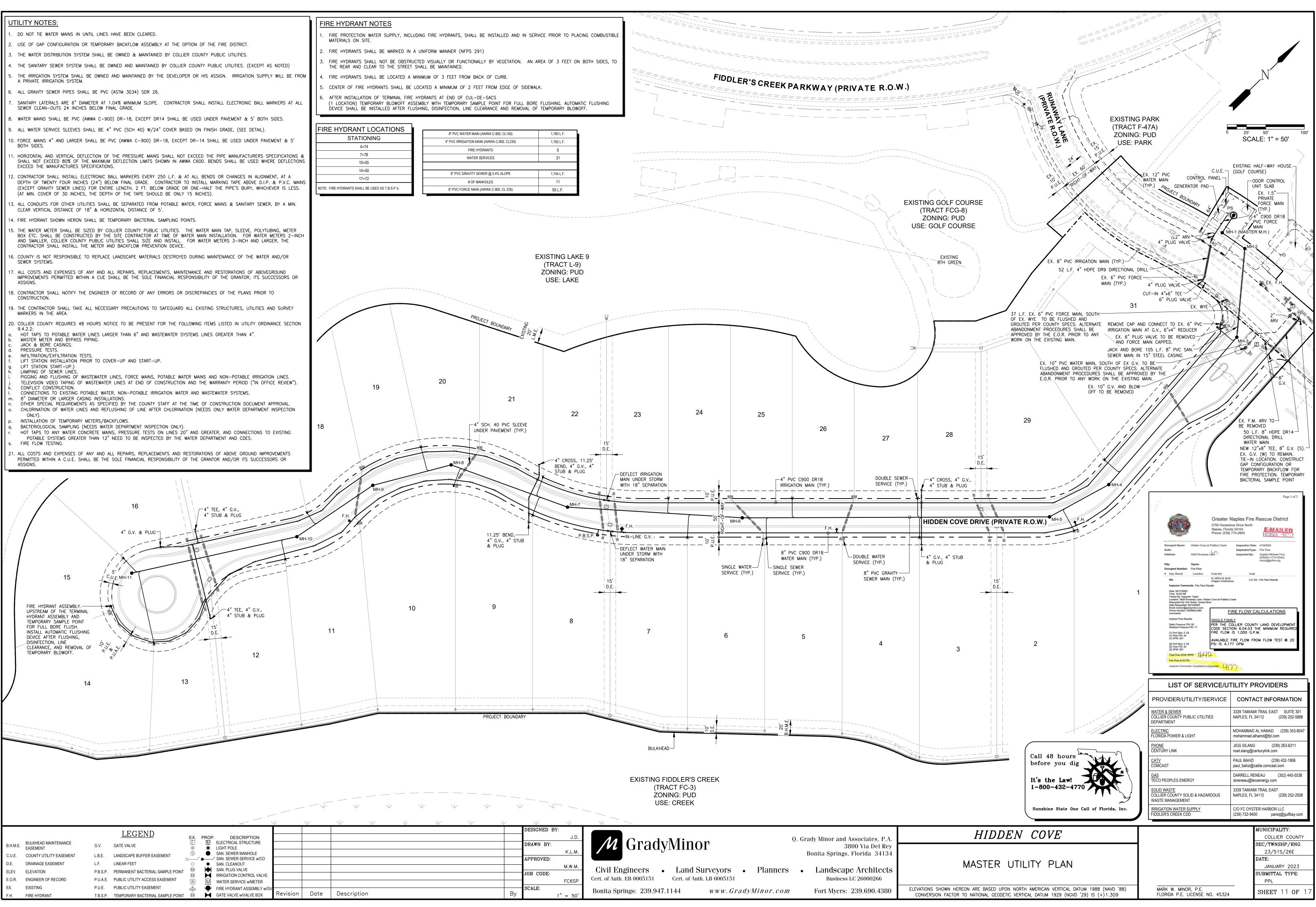
PPL

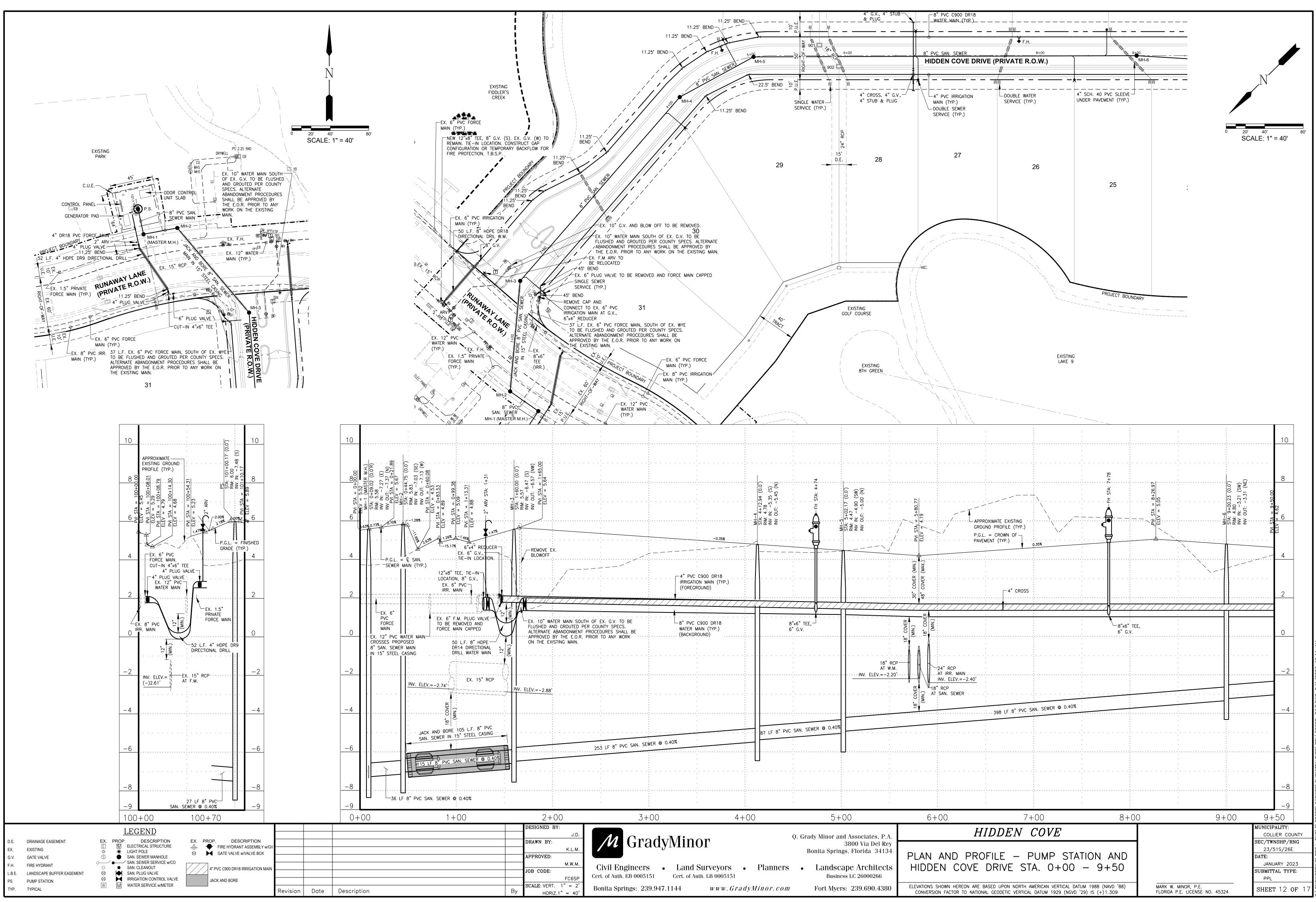
COLLIER COUNTY SEC/TWNSHP/RNG 23/51S/26E

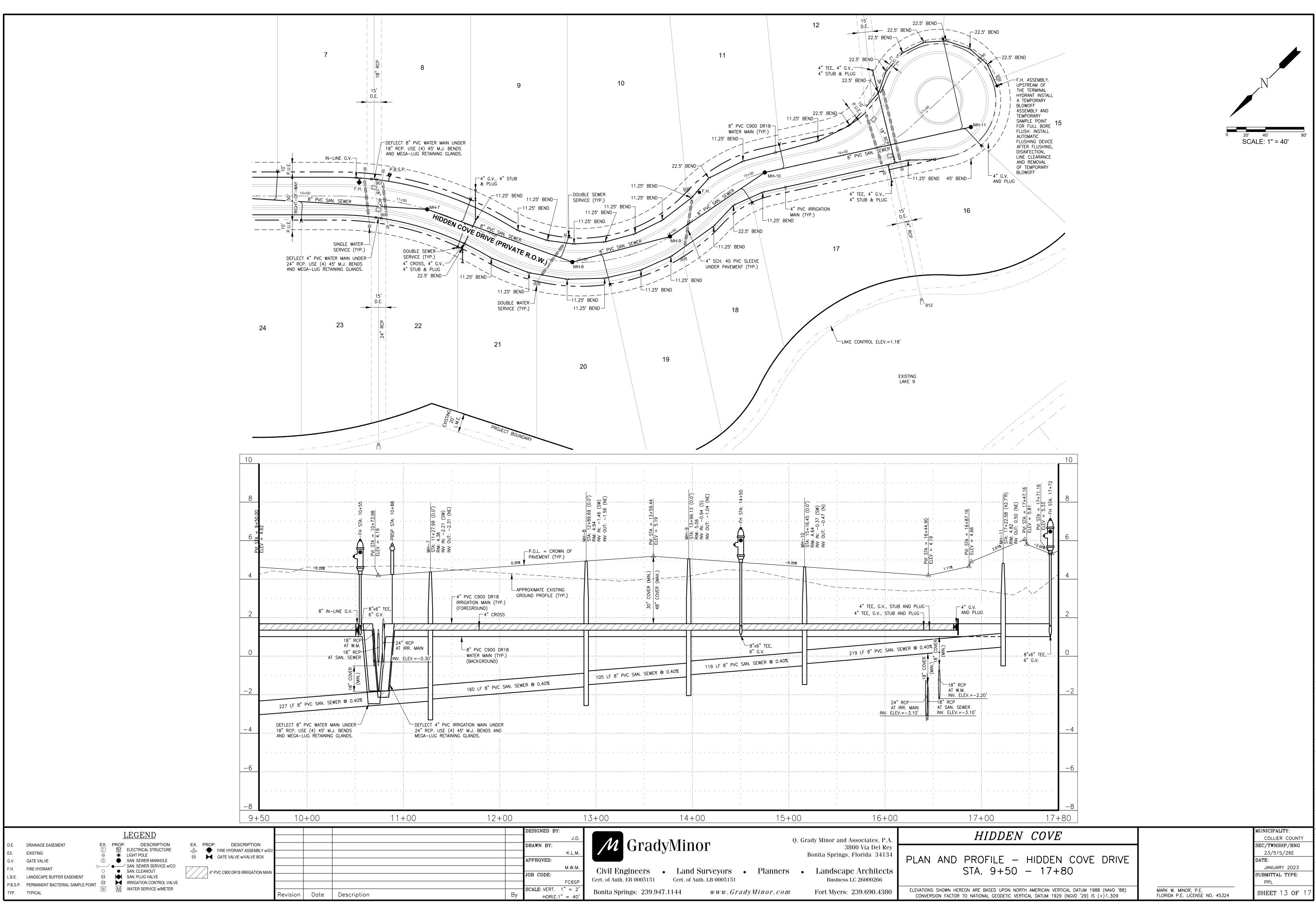
JANUARY 2023 SUBMITTAL TYPE:

SHEET 10 OF 17

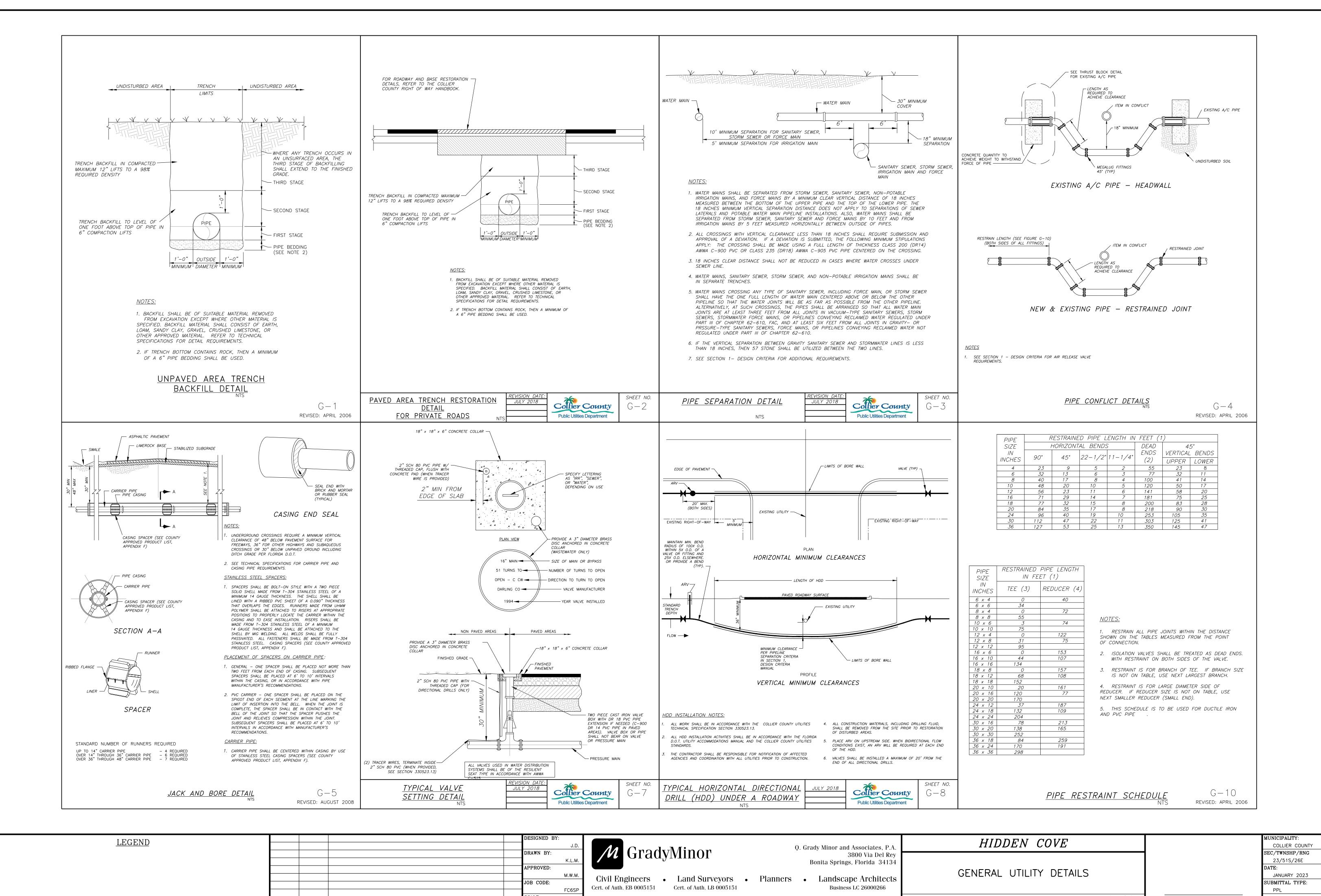
W. MINOR, P.E. A P.E. LICENSE NO. 45324







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	J.D.	Q. Grady Minor and Associates, P.A.	
	DRAWN BY: K.L.M.	Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134	
	APPROVED:		1
	M.W.M. JOB CODE:	Civil Engineers • Land Surveyors • Planners • Landscape Architects	
	FC6SP	Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266	
	SCALE:	Bonita Springs: 239.947.1144 <i>www.GradyMinor.com</i> Fort Myers: 239.690.4380	ELE
Ву	AS SHOWN		C

Date

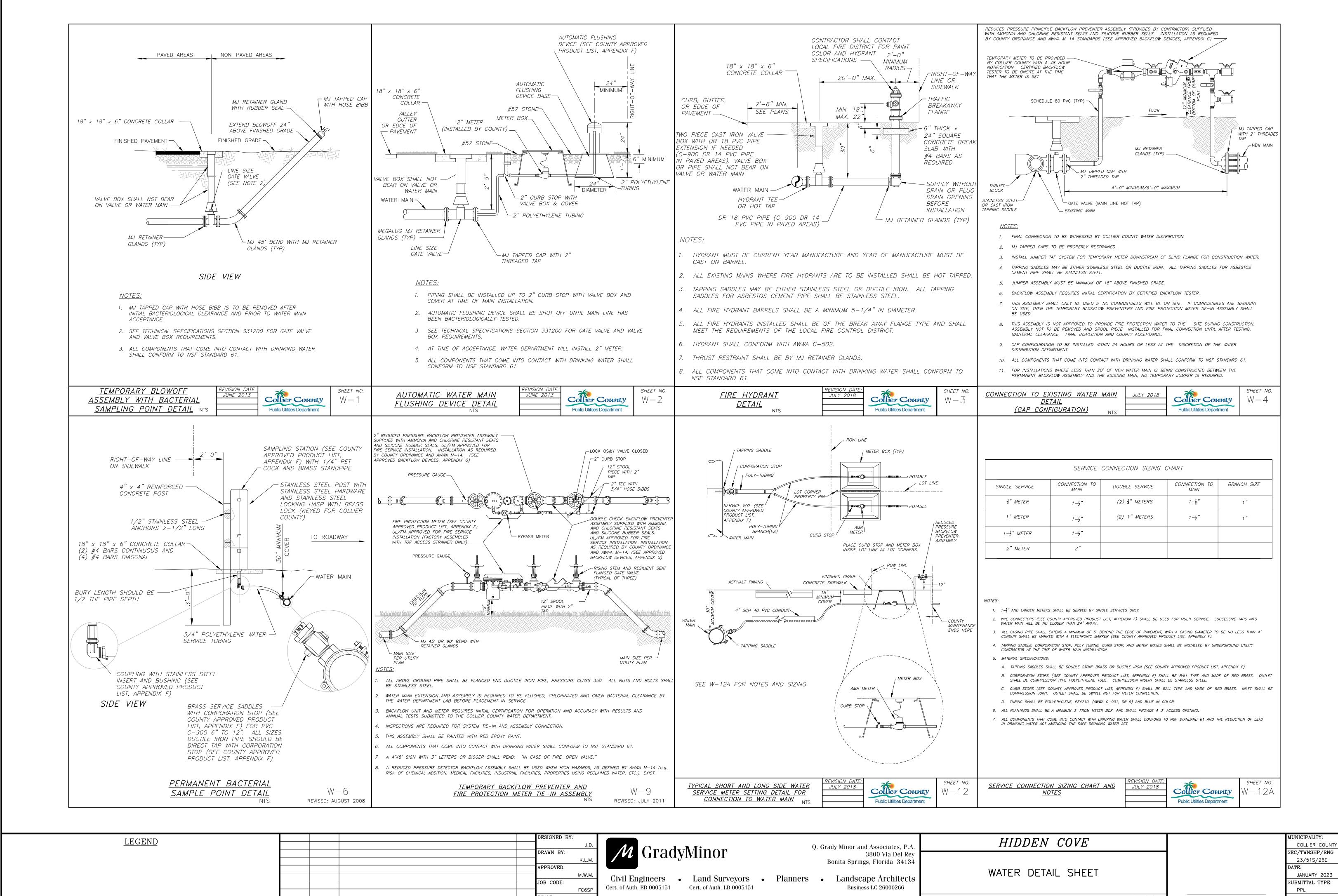
Revision

Description

SHEET 14 OF 1

VATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD '88) CONVERSION FACTOR TO NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD '29) IS (+)1.309

MARK W. MINOR, P.E. FLORIDA P.E. LICENSE NO. 45324



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			FC6SP	
	SCALE:			Boni
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Date

Description

Revision

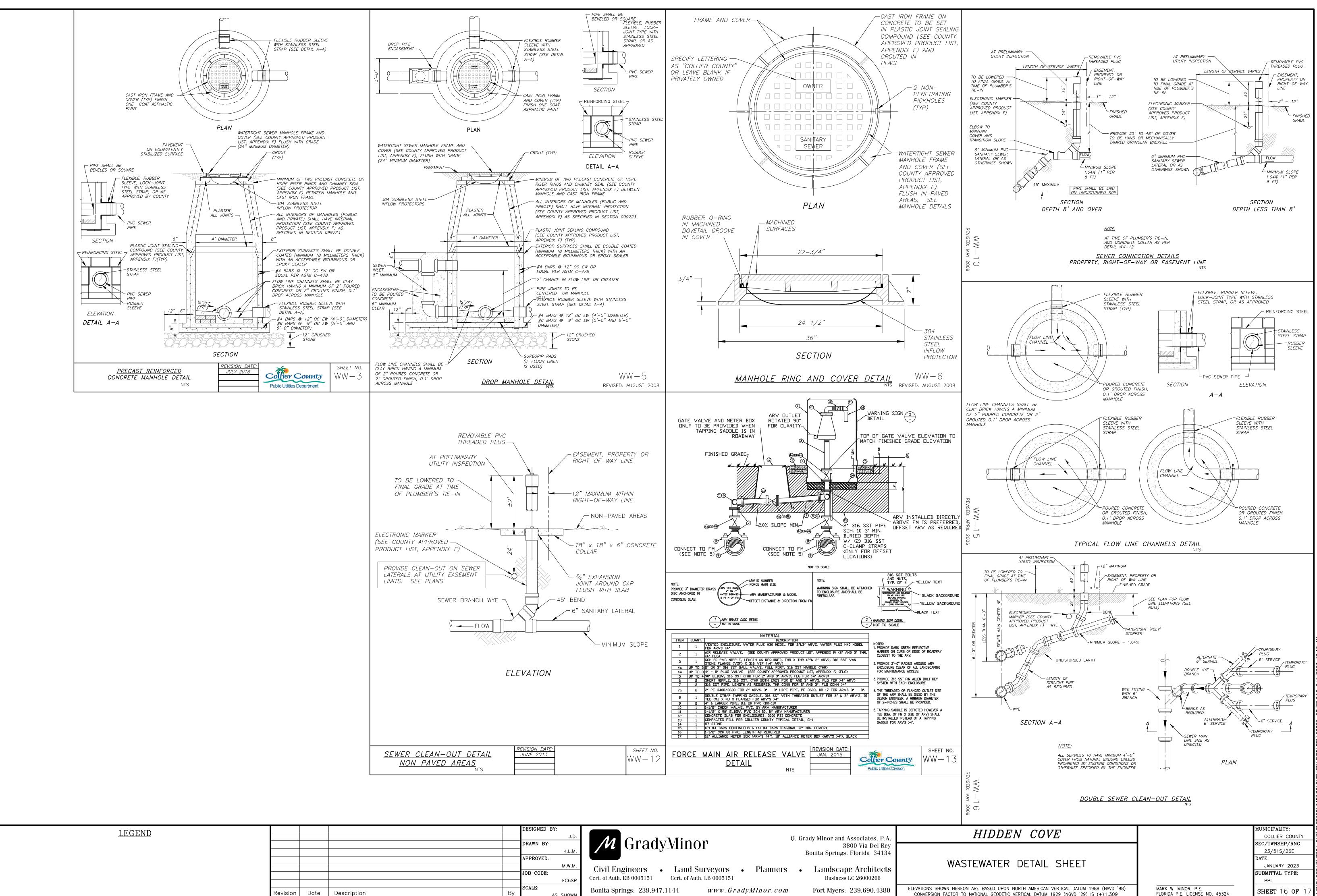
ita Springs: 239.947.1144 www.GradyMinor.com

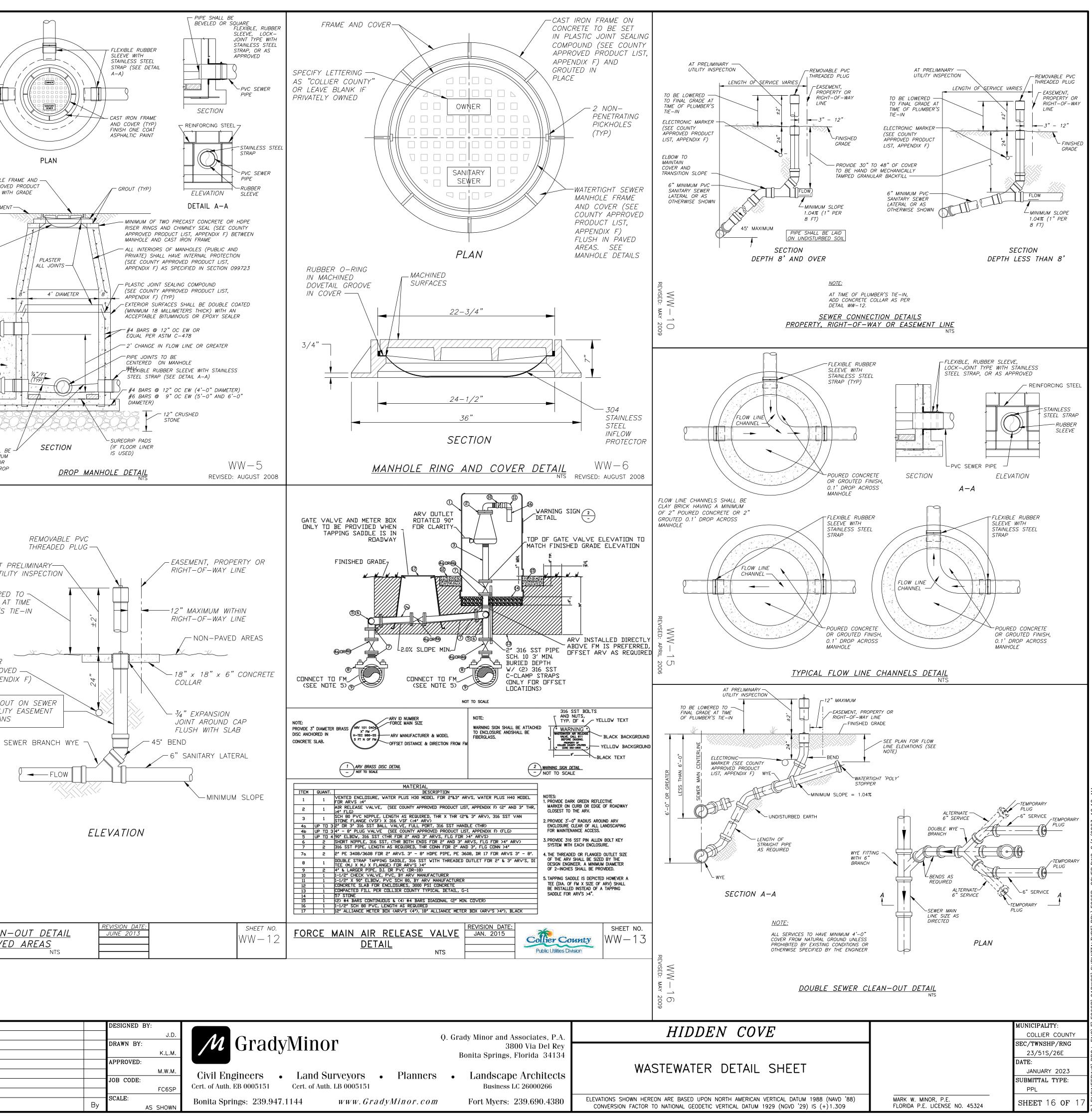
Fort Myers: 239.690.4380

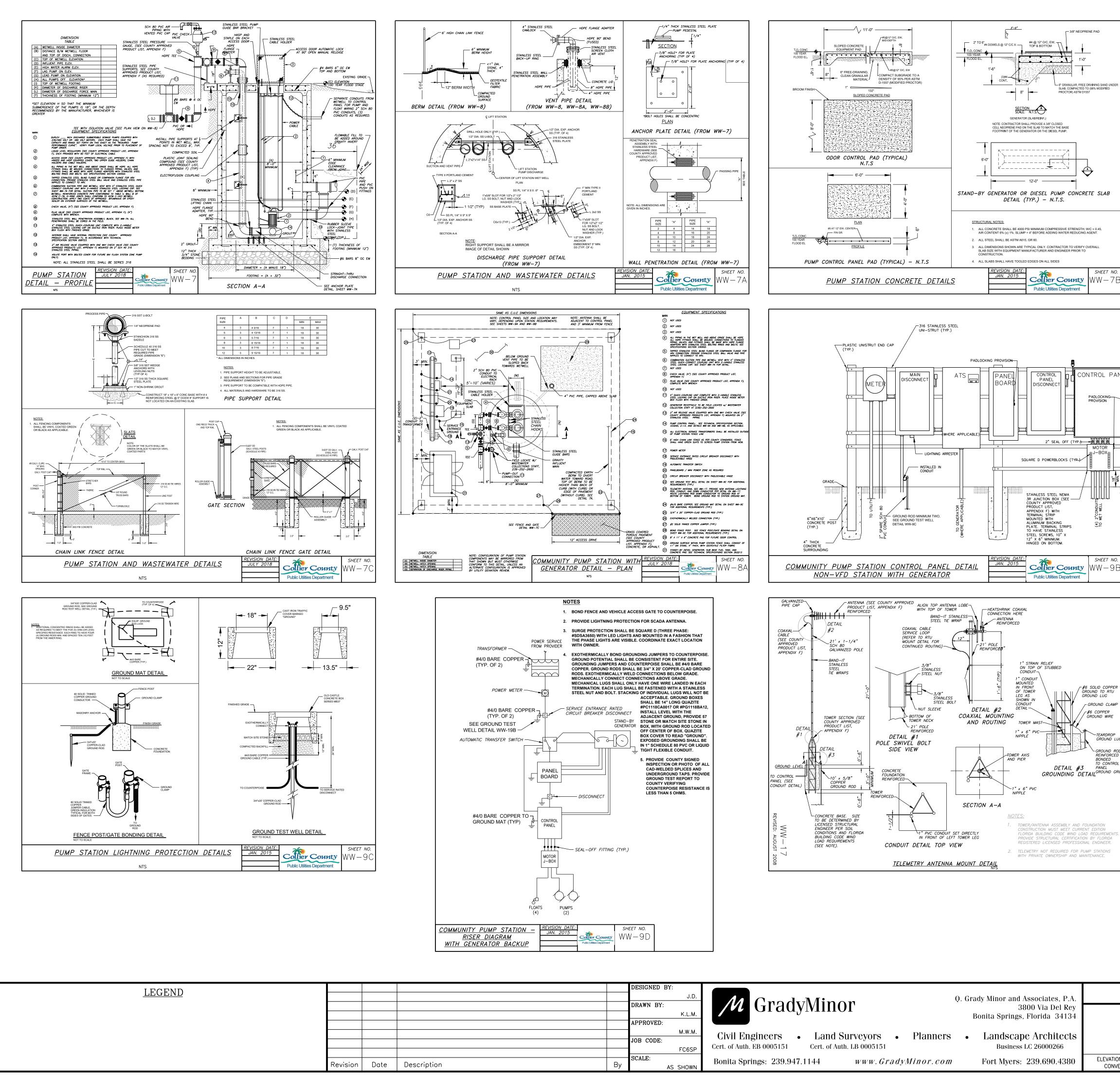
SHEET 15 OF 1

ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD '88) CONVERSION FACTOR TO NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD '29) IS (+)1.309

MARK W. MINOR, P.E. FLORIDA P.E. LICENSE NO. 45324







	DESIGNED BY	<i>!</i> :
		J.D.
	DRAWN BY:	
		K.L.M.
	APPROVED:	
		M.W.M.
	JOB CODE:	
		FC6SP
	SCALE:	
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## NP 3102 SH 3~ Adaptive 455

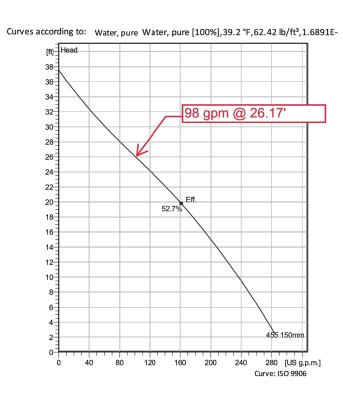




Technical specification

Configuration



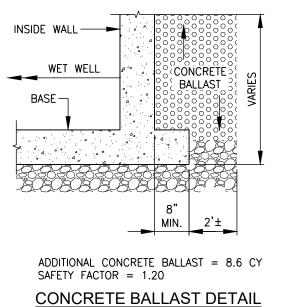


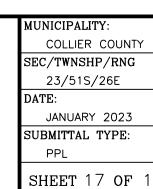
N3102.060 18-11-4AL-W 5hp	<b>Installation type</b> P - Semi permanent, Wet		
Impeller diameter 150 mm	Discharge diameter 3 inch	Configuration	
Pump information		Material	
<b>Impeller diameter</b> 150 mm		<b>Impeller</b> Hard-Iron	
Discharge diameter 3 inch		Stator housing material Grey cast iron	
<b>Inlet diameter</b> 80 mm			
Maximum operating speed 1750 rpm			
Number of blades 2			
Max. fluid temperature			
40 °C			
<sup>40 °C</sup> NP 3102 SH 3~ /			FLYGT
<sup>40 °C</sup> NP 3102 SH 3~ / Technical specifica			FLYGT a xylem
40 °C NP 3102 SH 3~ / Technical specifica Motor - General Motor number N3102.060 18-11-4AL-W		Rated speed 1750 rpm	1
40 °C NP 3102 SH 3~ / Technical specifica Motor - General Motor number	Phases		a xylem b
40 °C NP 3102 SH 3~ / Technical specifica Motor - General Motor number N3102.060 18-11-4AL-W Shp Approval	Phases 3~ Number of poles	1750 rpm Rated current	Rated power 5 hp Stator variant
40 °C NP 3102 SH 3~ / Technical specifica Motor - General Motor number N3102.060 18-11-4AL-W Shp Approval No Frequency 60 Hz	Phases 3~ Number of poles 4 Rated voltage	1750 rpm Rated current 6.6 A Insulation class	Rated power 5 hp Stator variant 62 Type of Duty
40 °C NP 3102 SH 3~ / Technical specifica Motor - General Motor number N3102.060 18-11-4AL-W Shp Approval No Frequency 60 Hz Version code	Phases 3~ Number of poles 4 Rated voltage	1750 rpm Rated current 6.6 A Insulation class	a xylem Shp Stator variant 62 Type of Duty
40 °C NP 3102 SH 3~ / Technical specifica Motor - General Motor number N3102.060 18-11-4AL-W Shp Approval No Frequency 60 Hz Version code 060	Phases 3~ Number of poles 4 Rated voltage	1750 rpm Rated current 6.6 A Insulation class	a xylem Shp Stator variant 62 Type of Duty
40 °C NP 3102 SH 3~ / Technical specifica Motor - General Motor number N3102.060 18-11-4AL-W Shp Approval No Frequency 60 Hz Version code 060 Motor - Technical Power factor - 1/1 Load	Phases 3~ Number of poles 4 Rated voltage 460 V Motor efficiency - 1/1 Load	1750 rpm Rated current 6.6 A Insulation class H Total moment of inertia	a xylem Rated power 5 hp Stator variant 62 Type of Duty S1 Starts per hour max.

## DIMENSION TABLE

(A) (B)	WETWELL INSIDE DIMATER DISTANCE B/W WETWELL FLOOR AND TOP OF DISCH. CONNECTION	8'
(B)		
	DISCH. CONNECTION	12"
(C)	TOP OF WETWELL ELEVATION	6.00
(D)	INFLUENT PIPE ELEV.	-7.48
(E)	HIGH WATER ALARM ELEV.	-7.98
(F)	LAG PUMP ON ELEV.	-8.48
(G)	LEAD PUMP ON ELEVATION	-8.98
(H)	ALL PUMPS OFF & INVERT ELEV.	-9.29
(I)	TOP OF WETWELL FOOTING	-10.79
(K)	DIAMTER OF DISCHARGE RISER	4"
(L)	DIAMETER OF DISCHARGE FORCE MAIN	4"
(M)	WETWELL HATCH OPENING	30" MIN.
(N)	WETWELL HATCH OPENING	48" MIN.
(Q)	SEPARATION OF DISCHARGE RISER PIPING	26"
(T)	THICKNESS OF FOOTING (MINIMUM 12")	12"
	CONTRACTOR TO CONFIRM DIMENSIONS WIT LIER COUNTY PRIOR TO SUBMITTAL.	H ENGINEER

SFWMD 100 YR-ZERO DISCHARGE PEAK STAGE=14.12' NAVD





HIDDEN COVE

PUMP STATION DETAIL SHEET

ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD '88) CONVERSION FACTOR TO NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD '29) IS (+)1.309

MARK W. MINOR, P.E. FLORIDA P.E. LICENSE NO. 45324 DEDICATIONS AND RESERVATIONS STATE OF FLORIDA COUNTY OF COLLIER

ionon all men by These presents that foc hoden core, LLC, a floren limited limbuty company, the owner of the hereon descended limbs, her clused this pat entitled hencer ove at fooler's creek a subonision located in sections 14 and 23, township 51 south, range 26 east, coller county, flored, to be mide and des herebit:

A. DEDICATE TO COLLIER COUNTY : 1. ALL DRAINAGE EASEMENTS (D.E.) WITHOUT RESPONSIBILITY FOR MAINTENANCE.

B DEDICATE TO HIDDEN COVE VILLAGE ASSOCIATION INC

1. TRACT "A" (NODEN COVE DRIVE), AS PRIVATE ROAD RIGHT-OF-WAY (R.O.W.) SUBJECT TO THE EASEMENTS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE.

2. TRACT(S) "B", "C, AS OPEN SPACE FOR LANDSCAPING, HARDSCAPE AND SIGNAGE PURPOSES SUBJECT TO THE EASEMENTS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTEMANCE.

3 ALL DRAINAGE FASEMENTS (D.E.) AS DEPICTED HEREON WITHOUT RESPONSIBILITY FOR MAINTENANCE

4. ALL BULKHEAD MAINTENANCE EASEMENTS (B.H.M.E.) AS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE OF THE BULKHEAD AND ITS APPURTENANCES.

5. ALL LANDSCAPE BUFFER EASEMENTS (L.B.E.) AS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE.

6. ALL IRRIGATION EASEMENTS (IRRE) AS DEPICTED HEREON WITHOUT RESPONSIBILITY FOR MAINTENANCE. 7 ALL MAINTHANCE FASEMENTS (ME) AS DEPICTED HEREON WITH RESPONSED TY FOR MAINTENANCE

C. DEDICATE TO ALL LICENSED OR FRANCHISED PUBLIC OR PRIVATE UTILITIES: 1. DEDICATE A NON-EXCLUSIVE PUBLIC UTULTY EASEMENT (P.U.E.) TO ALL LICENSED OR FRANCHISED PUBLIC OR PRIVATE UTULTIES FOR PUBLIC UTULTY PURPOSES:

ALL PATTER PREVE UTULT BESKENTS (PULE) SHIL ALSO BE DESKENTS FOR THE CONSTRUCTION, INSTALLATION, MINISTANGE, AND OPERATION OF ORDER TELESON SERVESS PROVIDED, MORETER AN SUCH CONSTRUCTION, SERVESS OF AU DESTRE, TELEPHONE, OR OF OPER PARAMEL, MORETER, AND SUCH CONSTRUCTION, SERVESS OF AU DESTRE, TELEPHONE, OR OF OPER PARAMEL UTULTY, IN THE NORM A DEBET ESTREMON COMPANY DAMAGES THE FAULTES OF A PREVE UTULTY, IT SHILL BE SOLLY RESPONSEE FOR THE DAMAGES. THIS SECTION SHILL DAMAGES THE FAULTES OF A PREVE UTULTY, IT SHILL BE SOLLY RESPONSEE FOR THE DAMAGES. THIS SECTION SHILL DAMAGES THE FAULTES OF A PREVE UTULTY, IT SHILL BE SOLLY RESPONSEE FOR THE DAMAGES. THIS SECTION DAMAGES THE FAULTES OF A PREVE UTULTY, IT SHILL BE SOLLY RESPONSEE FOR THE DAMAGES. THIS SECTION SHILL CONTROL FOR SHILL DAMAGES THE SOLLY RESPONSE FOR THE DAMAGES. THIS SECTION SHILL CONTROL FOR SHILL DAMAGES. THE SOLLY RESPONSE FOR THE DAMAGES. THIS SECTION SHILL CONTROL FOR SHILL DAMAGES. THE SOLLY RESPONSE FOR THE DAMAGES. THE SOLLY RESPONSE FOR THE PREVENT OF A PREVENT DAMAGES. THE DAMAGES. THE SOLLY RESPONSE FOR THE DAMAGES. THE SOLLY DAMAGES. THE SOLLY RESPONSE FOR THE DAMAGES. THE SOLLY DAMAGES. THE DAMAGES. THE DAMAGES. THE SOLLY DAMAGES. THE DAMAGES. THE SOLLY DAMAGES. THE DAMAGES. THE DAMAGES. THE SOLLY DAMAGES. THE SOLLY DAMAGES. THE SOLLY DAMAGES. THE DAMAGES. THE SOLLY DAMAGES. THE SOLLY DAMAGES. THE DAMAGES. THE DAMAGES. THE DAMAGES. T

D. DEDICATE TO COLLIER COUNTY WATER-SEWER DISTRICT

I. THAT ALL COUNTY UTUTY EASEMENTS (C.U.E.) FOR POTABLE WATER, NON-POTABLE WRREAGNON WATER AND/OR WASTEMATER STSTEM(S) OR PORTION(S) THEREOF NON INCRESS AND EGRESS WATER, MARE APPROPRIATE, ARE PROVIDED TO THE COLUER COUNTY WITER-STREAT DISTORT TO OPENIE AND MANNIN POTABLE WATER, AND-POTABLE WRREAGNON WHER MAD/OR WASTEWATER UTULTY SYSTEMS OR PORTON(S) THEREOF WITHIN THE PARTED AREA AFTER FINA CONFERNACE TO THE CONSO NAD, WHERE APPLICABLE, TO NOTALL THE CONSO'S CONNECTING UTUTY FACILITES WITH SICH SESMENTS), WITH NO RESONDENT TOR WINTENANCE OF THE SURFACE SECREME TAREA, AND

2. APPLICABLE FORAGE WHITE, NON-POTABLE REGISTION WHITE AND/OR WISTERMITE SISTEMS) OR PORTION(S) THEREOF CONSTRUCTION WITHIN THIS PLATED AREA IN COMPLANCE WITH THE REQUEREMENTS SET FORM IN THE COLLER COUNTY UTLIESS STANDARDS NON PROCEEDINGS GROWINGE (2004-31), AS MENDED SHILL BE CONVERTO TO THE BOARD AS THE EVI-OFTIO ORDERING BOARD OF THE MILLER-SERVI DE DISTICT FOR ACCETANCE OF THE ADMINIS, CITENSING AND/OR IMPROVEMENTS REQUIRED BY THE PLAT.

E. RESERVE TO ECC HIDDEN COVE, LLC, IT SUCCESSORS AND/OR ASSIGNS: E. RESERVE LOFUC HIDER OUVEL, ELL, IT SUCCESSIONS ANNUAR ASSIONS. I. AL FROLER'S RECK SECUL ESSEMITS (FLSL), AS SOMM, FOR THE AMPOSE OF LIMITIG ACCESS TO LINE TRACE TO-3T, AND T-4T, WITHOUT, HOWERE, LIMITIG ACCESS OF HOTE HAPPES (MOI THER SUCCESSION AND ASSIMILT THE RECKING ACCESS OFER MIG ACROSS SAD SPECIAL ESSEMITIS IN ORDER TO PERFORM INSTALLATION AND MINITENNER, ACCESS OFER MIG ACROSS SAD SPECIAL ESSEMITIS IN ORDER TO PERFORM INSTALLATION AND MINITENNER ACCESS OFER MIG ACROSS SAD SPECIAL ESSEMITIS IN ORDER TO PERFORM INSTALLATION AND MINITENNER ACCESS OFER MIG ACCESS OF MICE AND ACCESS TO LINE ASSIMPTION OF MISTAL AND AND MINITENNER ACCESS OFER MIG ACCESS OF MICE AND ACCESS TO LINE ASSIMPTION OF MISTAL AND AND ADDRESSION AND ACCESS ACCESS ACCESS AND ACCESS ACCESS AND ACCESS ACCESS ACCESS ACCESS AND ACCESS ACCESS AND ACCESS AND ACCESS MAINTENANCE ACTI FOR MAINTENANCE.

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F. DEDICATE TO COLLIER COUNTY, ITS FRANCHISEES AND THE GREATER NAPLES FIRE RESCUE DISTRICT:

1. A NON-EXCLUSIVE ACCESS EASEMENT (A.E.) OVER AND ACROSS TRACT "A" FOR THE PURPOSE OF PERMITTING EMERGENCY AND OTHER SERVICE VERCLES ACCESS, WITHOUT RESPONSIBILITY FOR MAINTENANCE.

G. DEDICATE TO FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT 1:

1. ALL DRAINAGE EASEMENTS (D.E.) WITH RESPONSIBILITY FOR MAINTENANCE.

2. ALL IRRIGATION EASEMENTS (IRRE) AS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE.

3. ALL MAINTENANCE EASEMENTS (ME) AS DEPICTED HEREON WITHOUT RESPONSIBILITY FOR MAINTENANCE.

WITNESSES:	OWINER: FCC HIDDEN COVE, LLC., A FLORIDA LIMITED LIABILITY COMPANY	1
SIGNATURE		
PRINT NAME:	BY:	
SIGNATURE		
PRINT NAME:		
ACKNOWLEDGMEI	νT	
STATE OF FLORIDA COUNTY OF		
THE FORGOING INSTRUMENT WAS	NCKNOWLEDGED BEFORE WE BY MEANS OF PHYSICAL PRESE THIS DAY OF 2024, A.D., , ON BEHALF OF SAID ENTITIES. HE IS PERSONALLY KNOWN	BY
ME OR HAS PRODUCED	AS IDENTIFICATION.	
SIGNATURE OF PERSON TAKING ACI	NOWLEDGEMENT	
MARE OF ACKNOW FOCER (TYPE)	(SEAL)	



FIDDLER'S CREEK PHASE 2A, UNIT ONE, PLAT BOOK 35, PAGES 92 THROUGH 95 AND A PORTION OF TRACT "B-7C", FIDDLER'S CREEK PHASE 3, UNIT ONE, PLAT BOOK 40, PAGES 85 THROUGH 100, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA A SUBDIVISION LOCATED IN SECTIONS 14 AND 23.

TOWNSHIP 51 SOUTH. RANGE 26 EAST. COLLIER COUNTY. FLORIDA.

#### LEGAL DESCRIPTION

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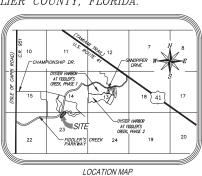
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FIRST HORIZON BANK, A TENNESSEE BANKING CORPORATION	
BY:	
Br PRINT NAME, TITLE:	

TATE OF FLORIDA THE FORGONIC INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_\_ PHYSICAL PRESENCE OR ONLINE NOTARIZATION THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_ 2024, A.D., BY THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_ 2024, A.D., B \_\_\_\_\_, ON BEHALF OF SAID ENTITIES. HE IS PERSONALLY KNOWN T \_\_\_\_\_\_ AS IDENTIFICATION. WE OR HAS PRODUCED

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

(SEAL) NAME OF ACKNOWLEDGER (TYPED, PRINTED OR STAMPED)



NOT TO SCALE

GENERAL NOTES SEE SHEET 2

#### NOTICE

THIS PLAT. AS RECORDED IN ITS GRAPHIC FORM. IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

### GENERAL NOTES SEE SHEET 2 OF 4 COUNTY APPROVALS COUNTY ENGINEER THIS PLAT APPROVED BY THE GROWTH MANAGEMENT DEPARTMENT OF COLLIER COUNTY, FLORIDA, THIS \_\_\_\_\_\_\_ 2024, A.D. JACK MCKENNA, P.E. COLLIER COUNTY ENGINEER COUNTY SURVEYOR DAY OF MARCUS L. BERMAN, P.S.M. COUNTY ATTORNEY THIS PLAT APPROVED BY THE COLLIER COUNTY ATTORNEY THIS \_\_\_\_\_ DAY OF DEREK D. PERRY ASSISTANT COUNTY ATTORNEY

PLAT BOOK

SHEET 1 OF 4

PAGE

COUNTY COMMISSION APPROVAL STATE OF FLORIDA COUNTY OF COLLIER

THS PLAT APPROVED FOR RECORDING IN A REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF COLLER COUNTY FLORED, THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_ 2024, A.D., PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF THE CRICUIT COURT OF COLLER COUNTY, FLORED.

BY: \_\_\_\_\_ ATTEST: AITEST: CRYSTAL K. KINZEL, CLERK OF THE CIRCUIT COURT & COMPTROLLER IN AND FOR COLLIER COUNTY, FLORIDA BY: CHRIS HALL, CHARMAN BOARD OF COUNTY COMMISSIONERS COLLIER COUNTY, FLORIDA

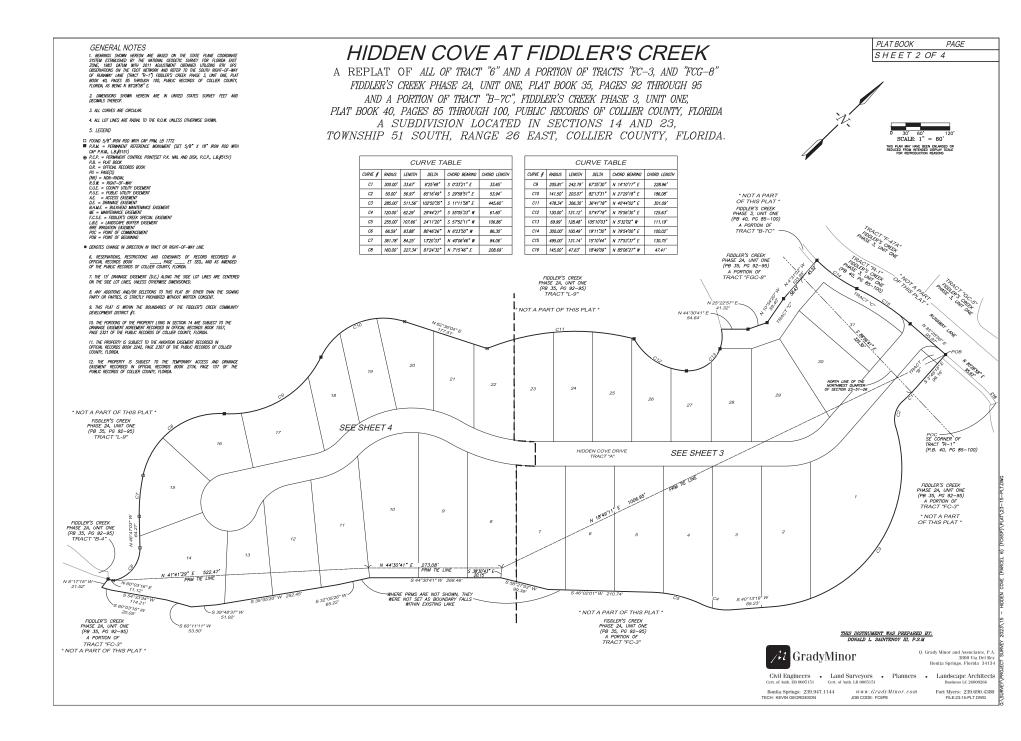
#### FILING RECORD

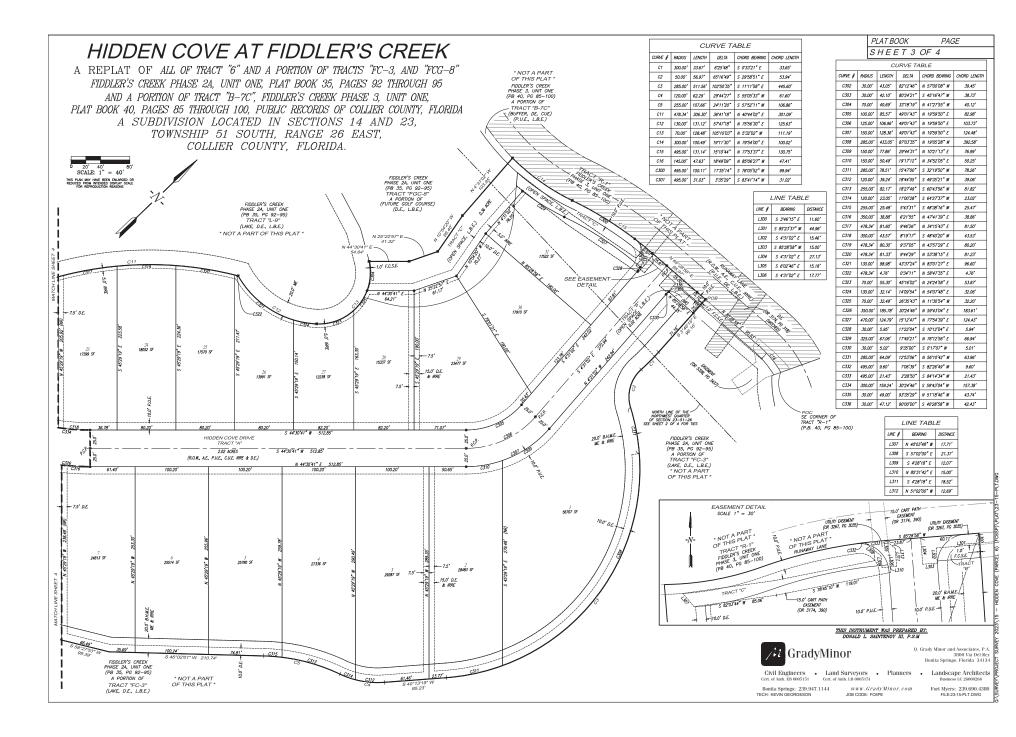
### CRYSTAL K. KINZEL, CLERK OF CIRCUIT COURT & COMPTROLLER IN AND FOR COLLIER COUNTY, FLORIDA

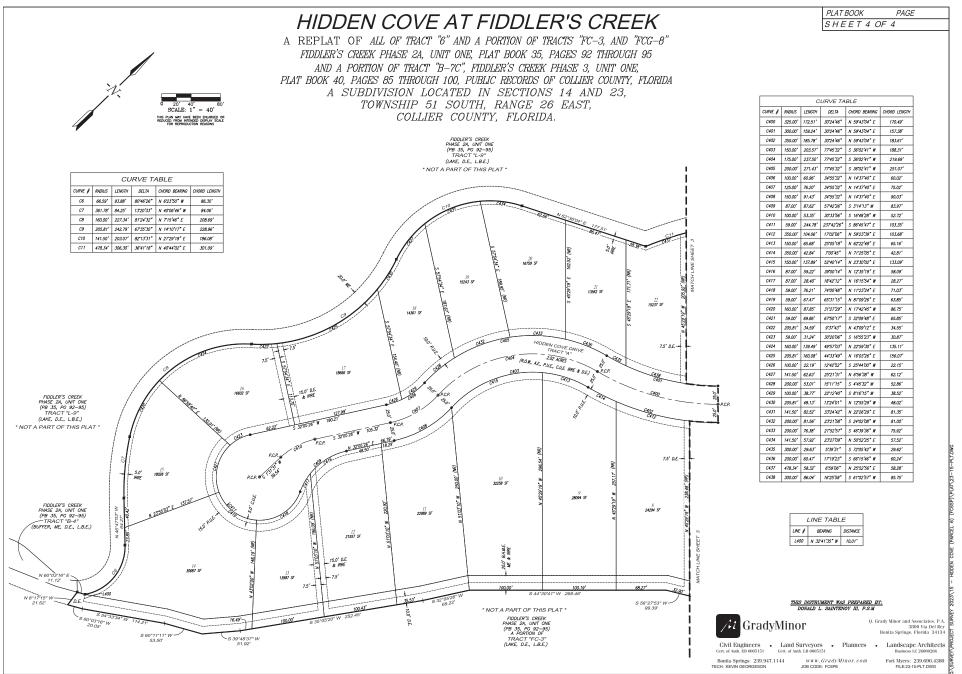
SURVEYORS CERTIFICATE

Q. GRADY MINOR AND ASSOCIATES,	P.A.	
		Digitally signed by Donald L. Saintenoy III, P.S.M. Date: 2023.12.17 18:32:27 -05'00'
DONALD L. SAINTENOY III, P.S.M.	6761	DATED









# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

# STAFF REPORTS B

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE				
LOCATION Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114				
DATE	POTENTIAL DISCUSSION/FOCUS	TIME		
October 25, 2023	Regular Meeting	8:00 AM		
November 8, 2023* CANCELED	Regular Meeting	8:00 AM		
December 13, 2023*	Regular Meeting	8:00 AM		
January 5, 2024	Attorney Client Executive Session	9:00 AM		
January 24, 2024	Regular Meeting	8:00 AM		
February 23, 2024	Special Meeting and Attorney Client Executive Session	8:00 AM		
February 28, 2024	Regular Meeting	8:00 AM		
March 27, 2024	Regular Meeting	8:00 AM		
April 24, 2024	Regular Meeting	8:00 AM		
May 22, 2024	Regular Meeting	8:00 AM		
June 26, 2024	Regular Meeting	8:00 AM		
July 24, 2024	Regular Meeting	8:00 AM		
August 28, 2024	Public Hearing & Regular Meeting	8:00 AM		
September 25, 2024	Regular Meeting	8:00 AM		

\*Exceptions

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

# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

# STAFF REPORTS C



Wrathell, Hunt and Associates, LLC

TO: Fiddlers Creek CDD #1 Board of Supervisors

FROM: Cleo Adams – District Manager

DATE: February 28, 2024

SUBJECT: Monthly Status Report – Field Operations

**May Board Meeting:** Chairman Mr. Miller of District #2 has a conflict with the May 22<sup>nd</sup> Board meeting, and is requesting that the Board consider moving the meeting to Wednesday, May 29<sup>th</sup> @ 10:00 am due to a conflict. This is an agenda item for Board's discussion/consideration. <u>Note:</u> Staff is requesting the same for the District #1 meeting.

Landscape Improvements/Renovations Projects: As approved by the Board during the October 25<sup>th</sup> Board meeting: located on the Parkway adjacent to 951. Total cost \$70,978.00. Project has been completed.

Tree Pruning Schedule/2024:

- Hardwoods: April
- Palms: August
- Fruited Palms: March and October

<u>Flower Rotation</u>: February rotation consisted of mixed Red and Rose Begonia Big's and were installed on Tuesday, February 13<sup>th</sup>.

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

**Landscape Reports:** As indicated during your January meeting, Staff received several reports from Shannon Benedetti and has provided to GulfScapes for proposals of various projects. Staff is in the process of obtaining additional proposals for replacement which include Bougainvillea beds, as well as Fiscus hedges.

**Note:** Staff toured the property with GulfScapes on Wednesday, February 7<sup>th</sup> and observed numerous failing bougainvillea beds. Upon discussion with GulfScapes they have indicated that the decline is due to a combination of cold/wet winter; aged plant material. Staff reviewed their files and determined that those beds are extremely old (approximately 7 years) and have reached their life expectancy; and should be replaced. Once proposals have been obtained, Staff will provide to the Board for consideration.

**Note:** Guard Rail Project approved in August 2023 for \$7,500.00. Updates to be provided by Terry Cole. Once removal has been completed Staff to provide a proposal to DRC for suggested landscape replacement at this location.

**Irrigation:** Due to excessive wet/cool conditions watering has been adjusted due to plant bed diseases – as of January 8<sup>th</sup>.

<u>Mallard's Landing</u>: On Monday, February 12<sup>th</sup> Staff received an email from Aaron Haak, Deputy General Counsel for the Fiddlers Creek Foundation surrounding the removal of several hedges that were blocking the control panel for the lift station/communications devise. Staff is assuming this project was conducted by the County in order to not interfere with their ability to access/service as maybe necessary.

**Note:** Staff is reviewing to determine if Shrubs can be installed on the backside of the equipment to block the view of the roadway by those residents. This is located/adjacent to the Fiddlers Creek Parkway.

<u>Cardinal Cove/Championship Drive</u>: During the December Board meeting, resident Jack Combs requested that the District review and consider replacing the Philodendron plantings with Clusia plant material. This location is adjacent to 4502 Cardinal Cove. Cost received to R/R -\$2,662.50. Staff has requested that our District Engineer confirm that this location is in fact in the ROW of the District's responsibility and not the HOA.

**Irrigation Gate Valves**: As discussed during the September meeting, Aqua-Matic has been directed to inspect all gate valves to ensure they are performing properly. Proposal for Field review by Aqua-Matic have not yet been received. Staff reached out again on Tuesday, February 20<sup>th</sup> for an update/reminder.

Lake Maintenance: Updates to be provided by Premier Lakes.

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

**Mulberry Chain-link Fencing**: As indicated at last month's meeting there are several sections of the fencing that has been compromised and requires repairs. Representative from Carter Fence met with Supervisor Schmitt the week of January 22<sup>nd</sup> to review. Proposal received for a cost of \$6,160.68 for required repairs and is an agenda item for Board consideration.

<u>Note:</u> There are two trees that are actually growing into the fence that will require removal before fencing project can commence. Staff is currently waiting for a proposal to have that resolved.