FIDDLER'S CREEK

COMMUNITY DEVELOPMENT

DISTRICT #1

April 24, 2024
BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA

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

April 17, 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 April 24, 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*
 - Consideration of Sophistico Construction Proposal for Pumphouse 3/4 Truss Repairs from Water Damage
- 8. Consideration of Aqua-Matic Irrigation Systems, Inc. Revised Proposal for Main Line Gate Valves Replacements
- 9. Discussion/Consideration of Installing a Pedestrian Crosswalk at Fiddler's Creek Parkway and Mulberry Lane
- 10. Discussion: Landscape Contractor Parking on Cherry Oaks Lane
- 11. Continued Discussion: Interlocal Agreements with CDD #2 [Irrigation Distribution Lines]

Board of Supervisors Fiddler's Creek Community Development District #1 April 24, 2024, Regular Meeting Agenda Page 2

- Consideration of Second Amendment to Interlocal Agreement
- 12. Continued Discussion/Update: Limited Cost-Sharing Agreement with Cranberry Crossing and Cherry Oaks HOAs [Speed Bump Project]
- 13. Acceptance of Unaudited Financial Statements as of March 31, 2024
 - Financial Highlights Report
- 14. Approval of March 27, 2024 Regular Meeting Minutes
- 15. Action/Agenda or Completed Items
- 16. Staff Reports
 - A. District Counsel: Woodward, Pires and Lombardo, P.A.
 - B. District Manager: Wrathell, Hunt and Associates, LLC
 - NEXT MEETING DATE: May 29, 2024 at 8:00 AM [Presentation of Fiscal Year 2024/2025 Proposed Budget]
 - QUORUM CHECK

SEAT 1	JOSEPH BADESSA	In Person	PHONE	☐ No
SEAT 2	TORBEN CHRISTENSEN	IN PERSON	PHONE	☐ No
SEAT 3	JOSEPH SCHMITT	☐ In Person	PHONE	☐ N o
SEAT 4	ROBERT SLATER	☐ In Person	PHONE	☐ No
SEAT 5	FRANK WEINBERG	☐ In Person	PHONE	☐ No

- C. Operations Manager: Wrathell, Hunt and Associates, LLC
- 17. Supervisors' Requests
- 18. Public Comments
- 19. Adjournment

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

Sincerely,

Chesley E. Adams, Jr. District Manager FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 709 724 7992

3



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

	Treatment or				
	Inspection		Treatment	Observation	Additional
Lake #	Performed	Target	Date	s	Tasks
1	Inspected				
2	Inspected				
3	Inspected				
4	Inspected				
4A	Inspected				
5	Inspected				
6	Inspected				
7	Inspected				
7A	Inspected				
8	Inspected				
9	Inspected				
10	Inspected				
15	Inspected				
16	Inspected				
17	Inspected				
		Shoreline Grasses			
18	Treated	& Broadleaf Weeds	3/28/2024		
21	Inspected				
22	Inspected				
					Monitor
					Sonar
30	Treated	Widgeon Grass	04/11/2024		Results
		Shoreline Grasses			
34	Treated	& Broadleaf Weeds	3/21/2024		
0.4.4		Shoreline Grasses	0/04/000		
34A	Treated	& Broadleaf Weeds	3/21/2024		
0.40	Toronto	Shoreline Grasses	3/21/2024,		
34B	Treated	& Broadleaf Weeds	03/28/2024		
25	Trooted	Shoreline Grasses	2/24/2024		
35	Treated	& Broadleaf Weeds	3/21/2024		

	Treatment or				
	Inspection		Treatment	Observation	Additional
Lake #	Performed	Target	Date	s	Tasks
36	Inspected				
		Shoreline Grasses	3/21/2024,		
37A/B	Treated	& Broadleaf Weeds	03/28/2024		
		Shoreline Grasses			
38A/B/C	Treated	& Broadleaf Weeds	3/28/2024		
39A/B	Inspected				
40A/B	Inspected				
		Algae, Shoreline			
		Grasses &			
41A1/A	Treated	Broadleaf Weeds	3/21/2024		
41B1/B2/C	Treated	Algae	3/21/2024		
42A/B	Inspected				
43B	Inspected				
44	Inspected				
50A/B	Inspected				
		Shoreline Grasses			
70A/B	Treated	& Broadleaf Weeds	3/28/2024		
78A/B	Inspected				
79A	Inspected				
95	Inspected				
F04	Tracted	Shoreline Grasses	2/24/2024		Illinois Pondweed Treatment Scheduled
FC1	Treated	& Broadleaf Weeds	3/21/2024		04/18
		Shoreline Grasses			Illinois Pondweed Treatment Scheduled
FC2	Treated	& Broadleaf Weeds	3/21/2024		04/18
		Shoreline Grasses			Illinois Pondweed Treatment Scheduled
FC3	Treated	& Broadleaf Weeds	3/21/2024		04/18

	Treatment or				
	Inspection		Treatment	Observation	Additional
Lake #	Performed	Target	Date	s	Tasks
Lake #	renomieu	Target	Date	3	Illinois
					Pondweed
		01 11 0			Treatment
504		Shoreline Grasses	0/04/0004		Scheduled
FC4	Treated	& Broadleaf Weeds	3/21/2024		04/18
					Illinois
					Pondweed
					Treatment
		Shoreline Grasses			Scheduled
FC5	Treated	& Broadleaf Weeds	3/21/2024		04/18
					Illinois
					Pondweed
					Treatment
		Shoreline Grasses			Scheduled
65A	Treated	& Broadleaf Weeds	3/21/2024		04/18
					Illinois
					Pondweed
					Treatment
		Shoreline Grasses			Scheduled
65B	Treated	& Broadleaf Weeds	3/21/2024		04/18
					Illinois
					Pondweed
					Treatment
					Scheduled
65C	Inspected				04/18
	-1				Illinois
					Pondweed
					Treatment
					Scheduled
65D	Inspected				04/18
					Illinois
					Pondweed
					Treatment
					Scheduled
65E1	Inspected				04/18
ODE I	Impherien				U 1 /10

				Illinois
				Pondweed
				Treatment
				Scheduled
65F	Inspected			04/18
		Shoreline Grasses		
Marco Shores	Treated	& Broadleaf Weeds	3/28/2024	
				Monitor
Cardinal		Hydrilla, Southern		Sonar
Cove	Treated	Naiad	4/4/2024	Results
GC Hole 13	Inspected			

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

Algae has been much less problematic since the last meeting with treatments only occuring on lake 41. We have begun to treat submerged vegetation in a few lakes where it has propagated and is in the proper growth stage for Sonar applications. We treated Widgeon grass in lake 30 as well as Hydrilla and Southern Naiad in Cardinal Cove Canal. We will monitor the results of the Sonar and bump the treatment if needed. The FC/65 Canal system is scheduled for a contact treatment on April 18th for Illinois Pondweed. We will monitor results for 2-4 weeks and determine if additional treatments are necessary.

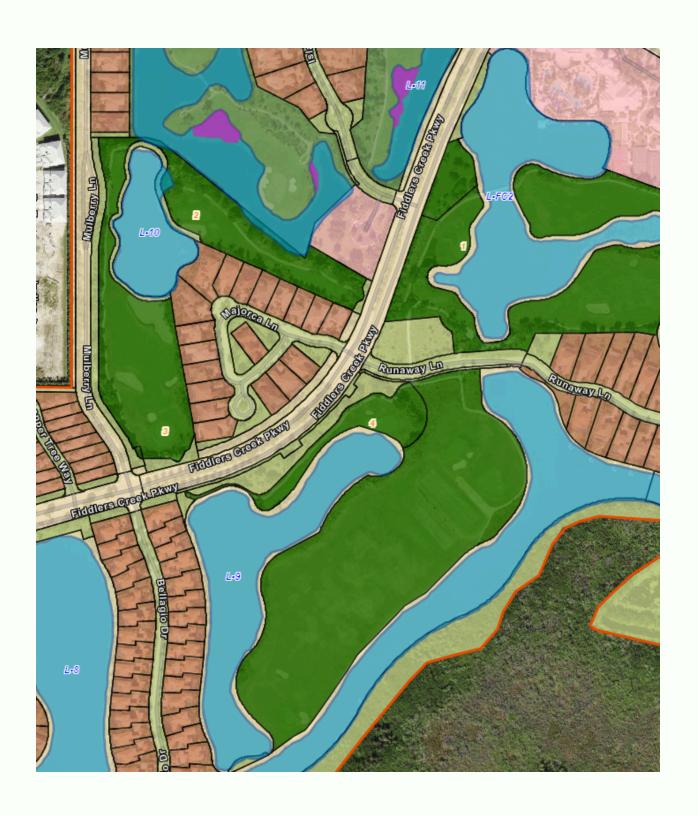
The littoral shelves are in great shape, maintenance is focused on minimizing the prevalence of torpedo grass. Due to poor wind contions on April 11th, our teams utilized their time on site to chop down larger sprayed and dead broadleafs out of the littoral shelves to increase the aesthetic.

We are continuing to monitor the growth of Illinois Pondweed in 50A. It is currently in isolated patches. We plan to Sonar the lake at the appropriate time for long term control as we approach rainy season.

Fiddler's Creek CDD #1 GIS Site Maps

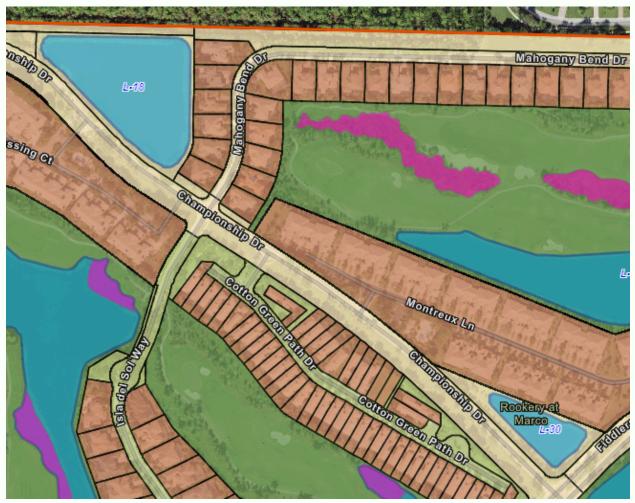














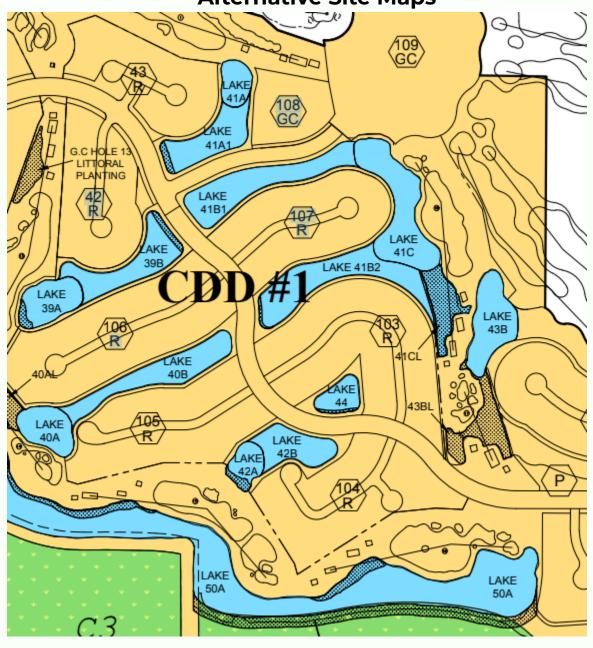


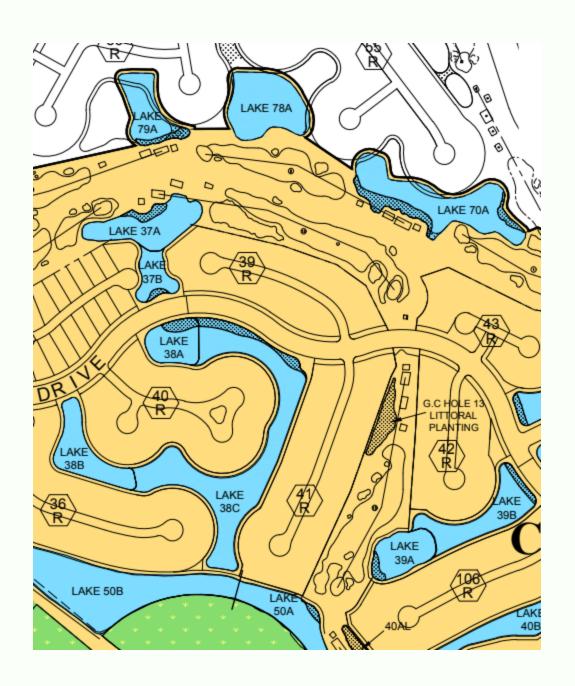


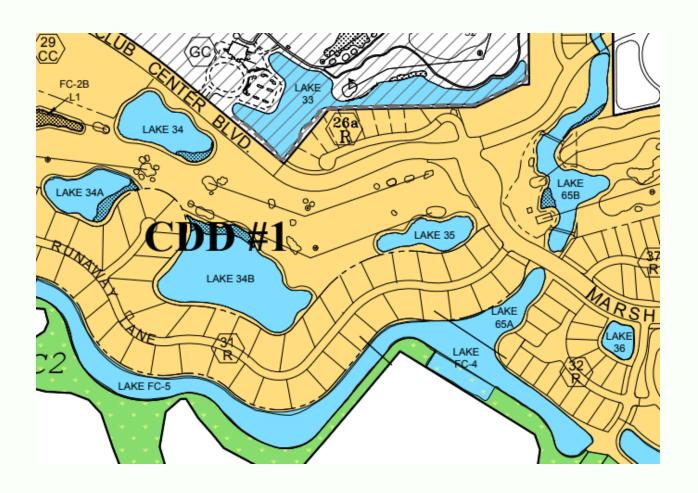


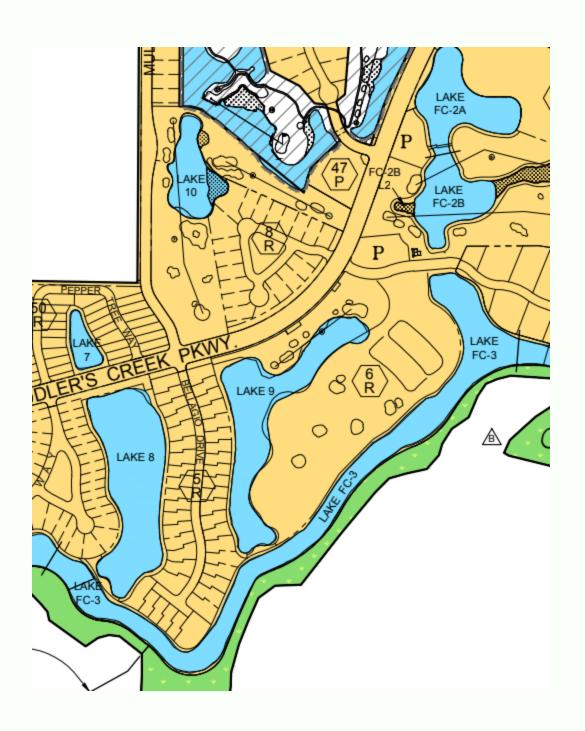


Fiddler's Creek CDD #1 Alternative Site Maps

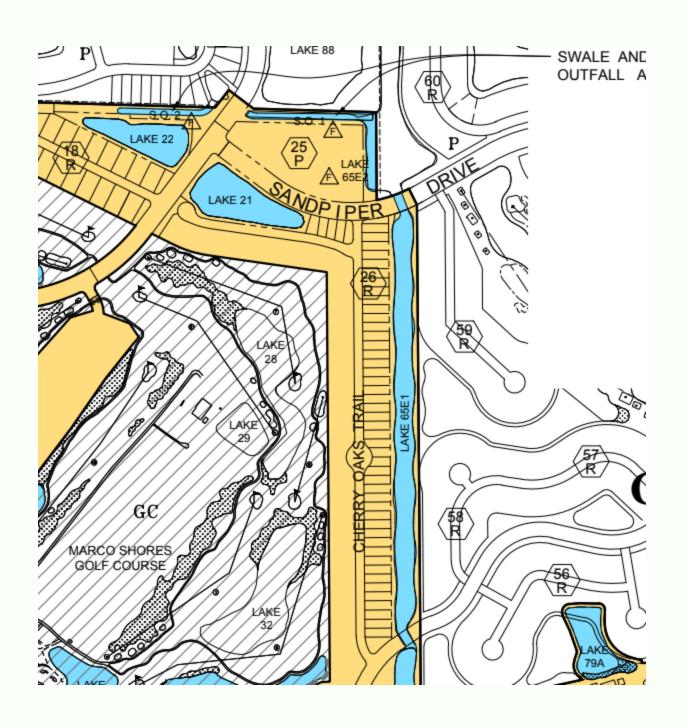


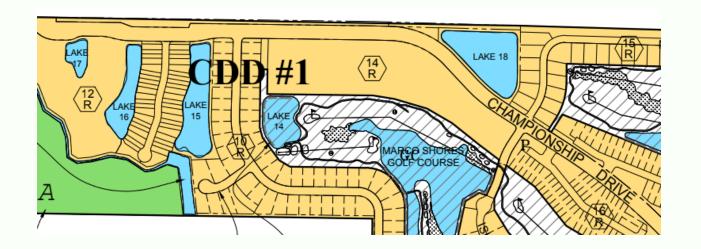












4-4

CDD I

MARCH 2024

PRESENTED BY: RYAN HENNESSEY & JOSEPH PARISI

CDD I FOUNDATION CONTRACTED RESPONSIBILITIES

- I. Tree Canopy Trimming
- 2. Irrigation
 - <u>Irrigation@Fiddlerscreek.com</u>
- 3. Pressure Washing
 - Pressurewashing@Fiddlerscreek.com

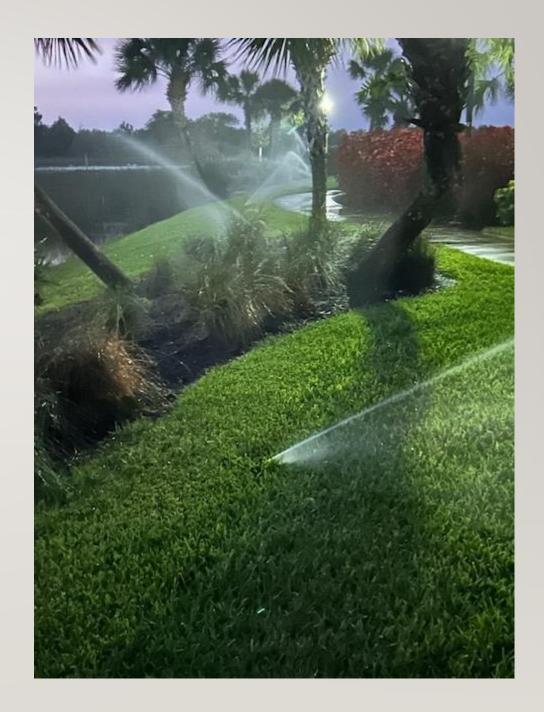


TREE CANOPY TRIMMING

- Trimming Fruited Palms throughout CDD1 and CDD2 on Sandpiper Boulevard
- Trimming Hardwoods in CDDI and CDD2(Buffer around Veneta)

IRRIGATION PROJECTED USAGE

- 19 Programmed Village Satellites
 - Monday, Wednesday & Saturday
 - 9:00 pm 8:00 am
 - 13 Possible Run Cycles / 2 rain holds
- I I Programmed Common Satellites
 - Tuesday, Thursday & Sunday
 - 13 Possible Run Cycles / I rain hold
- March Water Estimated Calculation Usage
 - Villages: 6,856,971 Gallons
 - Common: 3,307,152 Gallons
- Total Water Usage in March 2024 was 48,629,817 gallons.
- Total Water Usage in March 2023 was 60,448,479 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 March:



I-13 Mahogany Bend

3/14/24- The satellite failed to communicate. Cleaned all radio connections and reset the unit to restore the radio link.

I-8 Isla & Championship

3/21/24- The satellite failed to communicate. Cleaned all radio connections and reset the unit to restore the radio link.

PRESSURE WASHING

- Recently Completed:
 - Campanile area
- Presently Working:
 - Laguna, Varenna, then moving ontoOyster Harbor











48

Safety Department Update

DIRECTOR OF COMMUNITY SERVICES – Ryan Hennessey

SAFETY MANAGER - Richard Renaud





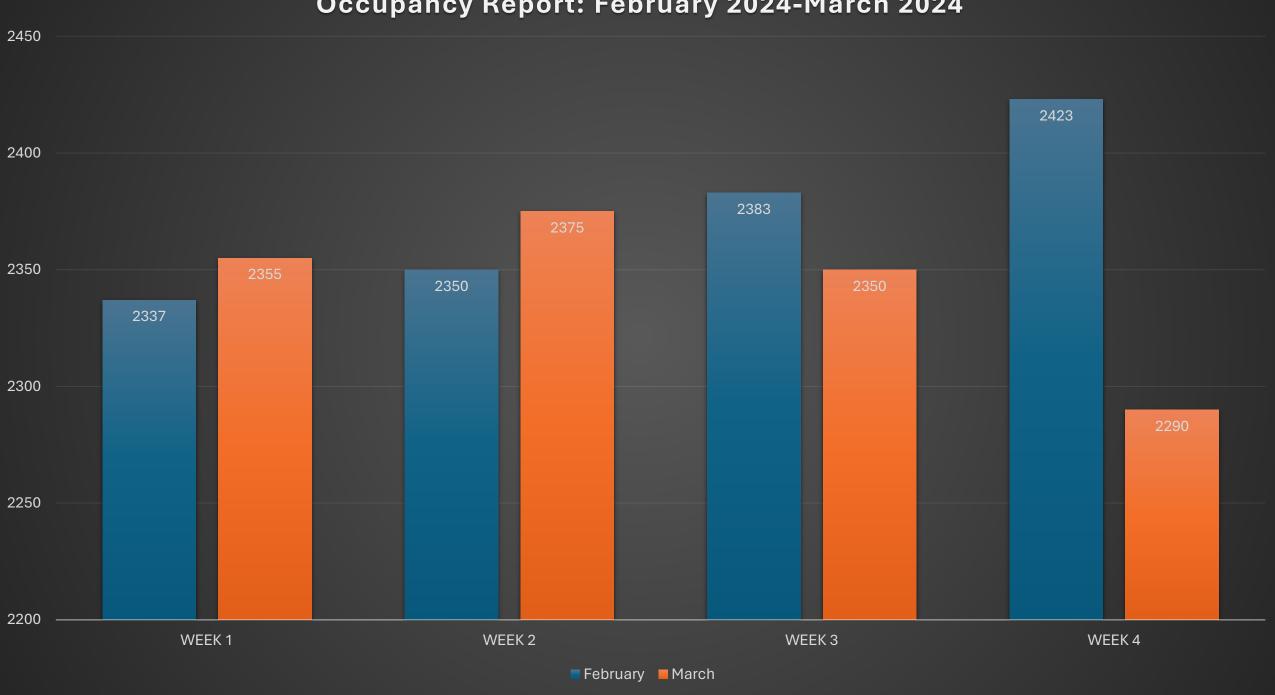
Gate Access Control

- 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: February 2024-March 2024

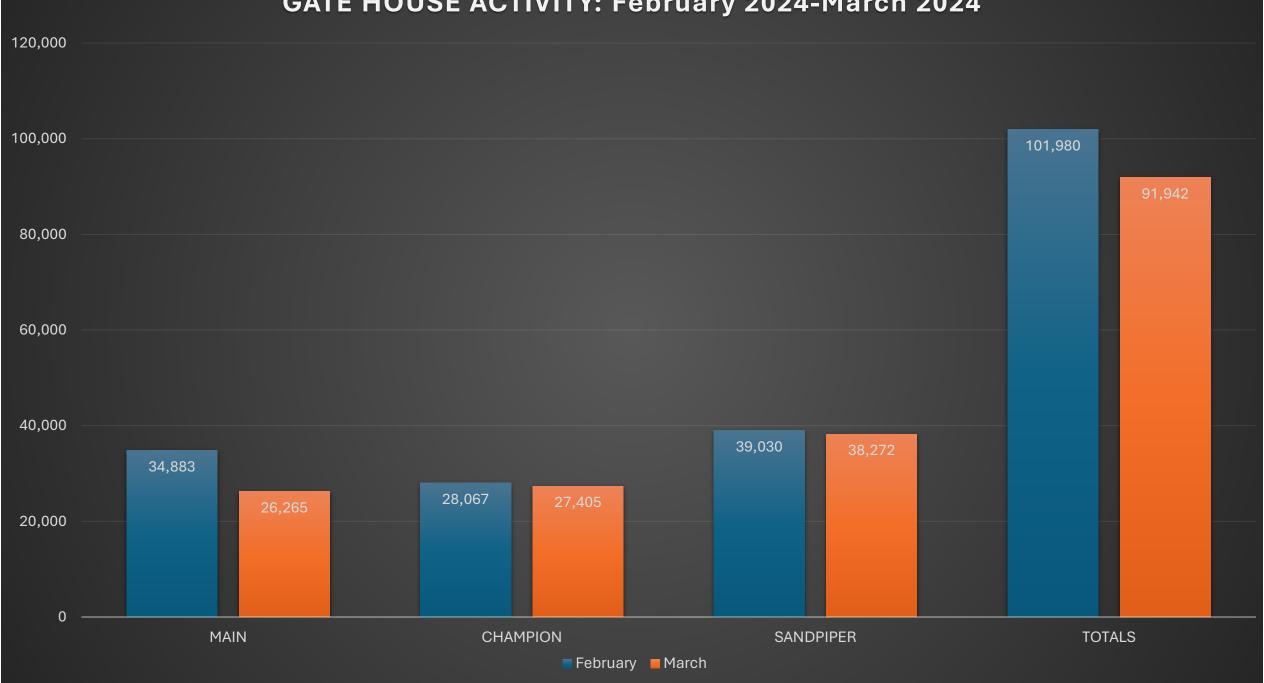


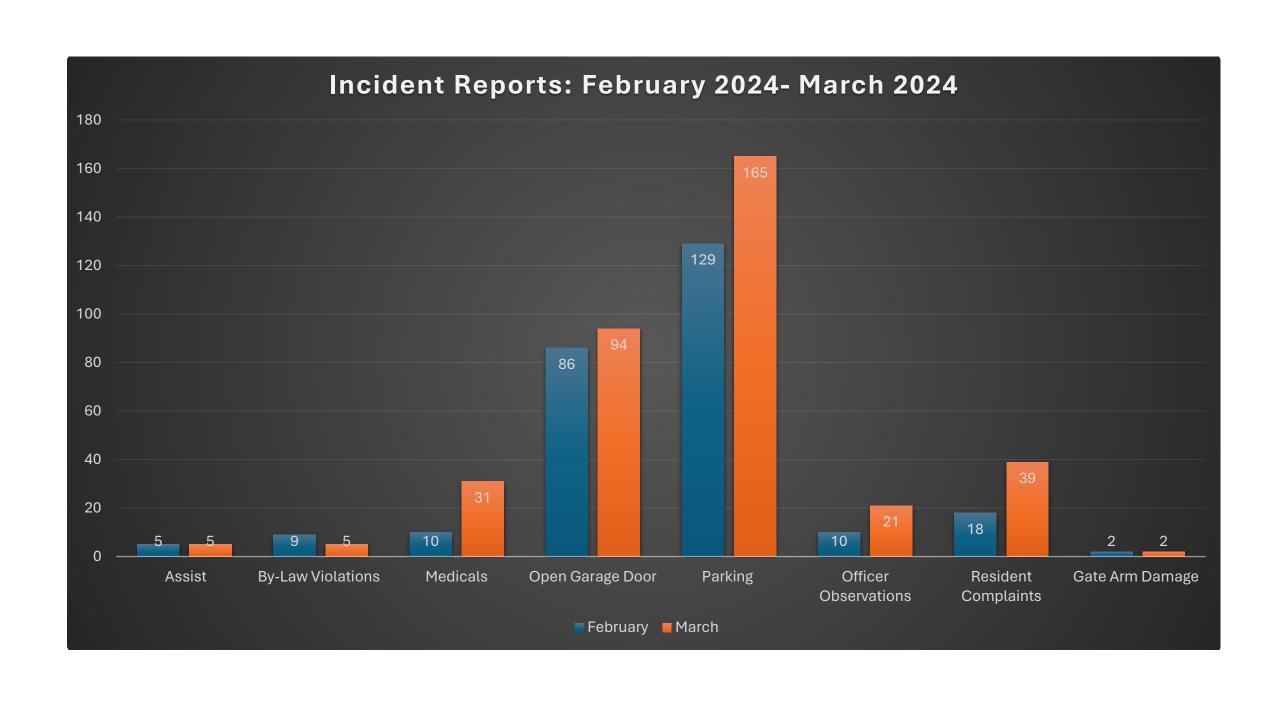
GATEHOUSES and PATROLS

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



GATE HOUSE ACTIVITY: February 2024-March 2024

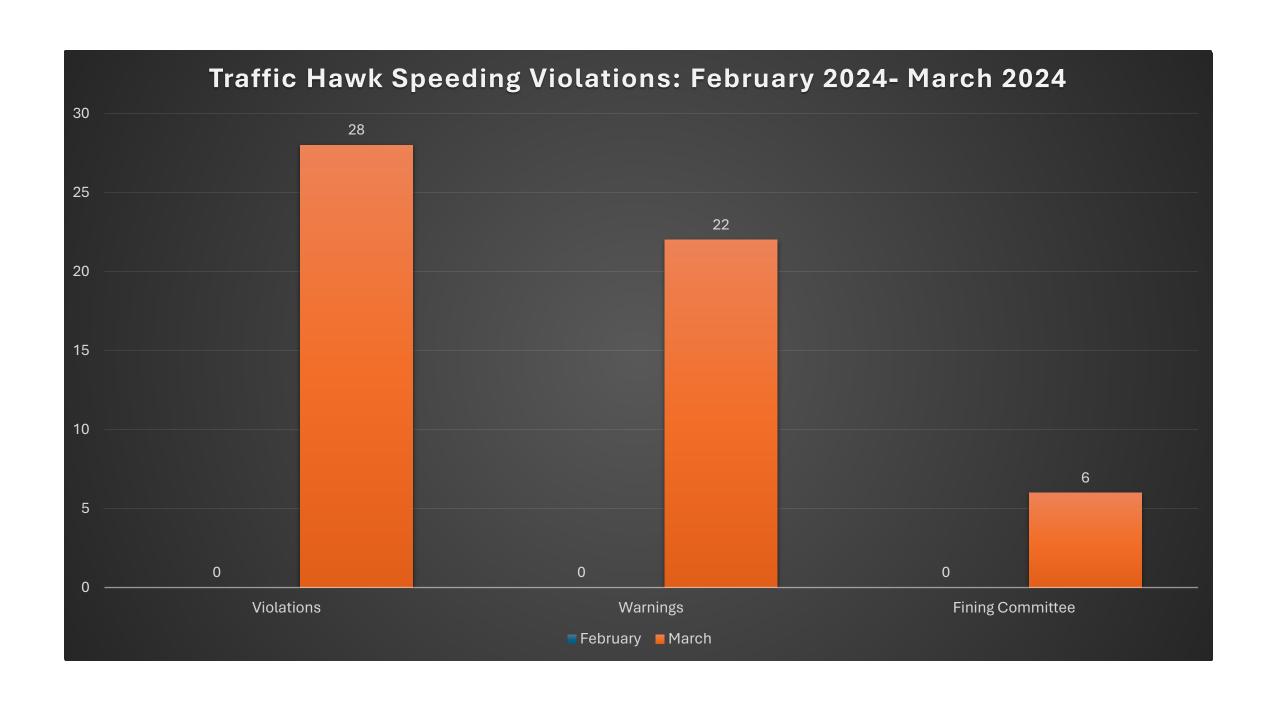






SPEED DETECTION and ENFORCEMENT

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



Type (<u>Most common</u>)	Number
Extra Patrol	79
Medical Calls	31
911 Hang-ups	18
Alarm Calls	16
Traffic Stops	10
Crashes	3

FIDDLER'S CREEK CCSO STATISTICS

MARCH 1ST- MARCH 31ST



QUESTIONS?

• Thank you



FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

On Apr 17, 2024, at 2:27 PM, Todd Elliott <buildingtodd@gmail.com> wrote:

Terry,I was on the road today. I wanted to get you something on behalf of Sophistco (included on this email). We propose to provide the following FOR A TEMPORARY EMERGENCY REPAIR OF THE TRUSS IN PUMPHOUSE 2 (3) 10' Steel Shoring Posts 2x8 lumberLabor to set up and anchor shor

https://us.report.cybergraph.mimecast.com/alert-

details/?dep=7rwZk7WC1RO2%2F5QnhyDEvA%3D%3DPGEa7pG7EvgI5kPK2wmAmo5FZxZpo2UeJhukfIHBvlvNFdnlaGFYimYCeZQ1e9Y9QSDJy9QLqPEjFFTua2U8QFpJi47oU13lAN5Tia8mgajOyLRjJ9IEQpeoiqLlh6Mcss%2Fu6VoA7Q2titWOoZ%2BAzRhKZjMfVHPguFEsiRFaioqt8odcSo25EUpRTPliERRBnlZU3Tf2qgZh2LKOkeROzODrlk7kmEX2BixFoJW3vdThCx46Gb%2BVYmFFMwOUkUeFZtbAKunB0DvZDSb2eft70uVvY9LPQIIkFv%2BFg61%2BvL9qJSJE56%2Bmiplzap7qlwm4jvaAAAJ3FHYPQjpEhDHhxAlP4BlYgeF4Vmqx6TE%2BKNBdMH4iE2rrDBxCgugCdT%2BvPATNEKUTsCDo9czabkJ%2BV0w%2Fy34mQYbEz142sxzrkziuteKoyF2FAiho8anhMEFbihHGKbyTAApU4RyDy8RoKAXsoC4RdjAvXZ8QXbwQQqB%2FltwwxfAuSJ99lbLKWRYGzJU3vHSc57d7LLMAh12xYgXJuNBXPflmCUljqMyrNrhlZ7Ri4WUaoVOMW1o%2BlJE%2F>

Terry,

I was on the road today. I wanted to get you something on behalf of Sophistco (included on this email).

We propose to provide the following FOR A TEMPORARY EMERGENCY REPAIR OF THE TRUSS IN PUMPHOUSE 3/4.

(3) 10' Steel Shoring Posts

2x8 lumber

Labor to set up and anchor shoring posts to concrete and attach to 2x8 plate material

Cost is \$4,500.00

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1



AQUA-MATIC IRRIGATION SYSTEMS, INC.

Consulting, Design and Installation 6188 Lee Ann Lane, Naples, FL 34109

EMAIL mike@aquamatic.comcastbiz.net PROPOSAL/CONTRACT

TO: FIDDLERS CREEK CDD-1	Page # 1 of 1
	Date: 3-13-24
	Job Name: MAIN LINE GATE VALVE
	REPLACEMENTS

We hereby propose to furnish, in accordance with specifications below or on attached pages, all material and labor necessary to complete the following:

QUANT.	DESCRIPTION	UNIT PRICE	TOTAL
1	8" MG GATE VALVE AND FITTINGS AT THE		
	WILDFILF CROSSING AT THE MARSH POINT		\$3,806.00
	PARK		
1	LABOR TO INSTALL		\$1,850.00
1	6" MJ GATE VALVE AT THE INTERSECTION OF		
	MULBERRY LANE AND F.C. PKWY.		\$2,745.00
1	LABOR TO INSTALL		\$2,250.00
1	6" GATE VALVE FOR MAJORCA		\$2,745.00
1	LABOR TO INSTALL (5' DEEP)		\$4,250.00
1	2" BRASS G.V. AT WALL ON MULBERRY		285.00
1	LABOR TO INSTALL		650.00
	TOTAL		\$18,581.00

OWNER'S RESPONSIBILITY: The owner agrees to assume responsibility for job location being within his property lines and not in violation of set backs or other restrictions. The owner will provide adequate access to job site. Contractor assumes electric current will be supplied by owner from existing outlet. MATERIALS: The owners hereby covenant and agree that the title to the materials furnished which compromises a part of the subject matter of this contract shall remain in AQUA-MATIC IRRIGATION SYSTEMS, INC. until the contract price and any extras are paid in full. The owners further covenant and agree that said material shall be deemed to be considered personal property although the said material may in some manner be affixed or attached to the real property within which the herein said material may be freely severed from the premises as any other personality by AQUA-MATIC IRRIGATION SYSTEMS, INC., their successors and assigns.

DEFAULT: In the event the owner should fail to make any payment when the same is due, or any part hereof, or fail to perform fully and promptly any covenant or agreement herein set forth, they will pay to AQUA-MATIC IRRIGATION SYSTEMS, INC., it's successors and assigns, all costs and expense the said AQUA-MATIC IRRIGATION SYSTEMS, INC., or it's successors or assigns may thereby put to, including a reasonable attorney fee. If the owners shall become bankrupt or be put into receivership, or fail to make any payment when due, or fail to perform any covenant herein contained, all sums then unpaid shall become due and payable upon written notice thereof by AQUA-MATIC IRRIGATION SYSTEMS, INC., it's successors or assigns.

THIS AGREEMENT: shall be binding on the heirs, administrators, executors, successors and assign of the owners.

WARRANTY: AQUA-MATIC IRRIGATION SYSTEMS, INC., warrants that all materials used in completing installation, contracted for herein will be of high quality and new, and that all work will be done in a workmanlike manner. Any breach therein, causing any substantial defects, shall be remedied without charge, providing written notice is given AQUA-MATIC IRRIGATION SYSTEMS, INC., within one year of completion. It is agreed however, that no claim may be filed or this warranty shall be null and void unless accepted within thirty days following date submitted. It is agreed by the owner that any claim either under this contract or under the warranty herein above set forth, shall be brought only in the appropriate court in Collier County, Florida. Notice to Buyer: (a) Do not sign this before you read it or if it contains any blank spaces. (b) You are entitled to an exact copy which is delivered herewith and receipt of which is hereby acknowledged to buyer.

Authorized Signature:	NOTE: This proposal may be withdrawn by us if not accepted within days.	
Acceptance of Proposal: The above or attached prices, conditions, and specifications are satisfactory and are hereby accepted. You	Signature:	

AQUA-MATIC IRRIGATION SYSTEMS, INC.

Consulting, Design and Installation 6188 Lee Ann Lane, Naples, FL 34109 EMAIL mike@aquamatic.comcastbiz.net PROPOSAL/CONTRACT

are authorized to do the work as specified. Payment will be NET 30 DAYS

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

From: <u>Cleo Adams</u>
To: <u>Gianna Denofrio</u>

Cc: <u>Daphne Gillyard; Chuck Adams; Bob Slater; Terry Cole; Anthony Pires</u>

Subject: FW: Trucks parking on Cherry Oaks **Date:** Friday, April 5, 2024 3:13:59 PM

Gianna.

Please add the below email to the agenda for Fiddlers #1 for discussion at their April meeting.

SW Florida Strong -

Cleo Adams
District Manager
Wrathell, Hunt & Associates, LLC
9220 Bonita Beach Road
Suite #214
Bonita Springs, FL 34135
(239) 989-2939 (M)

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

From: Richard Giannetto < richardgiannetto@yahoo.com>

Sent: Thursday, April 4, 2024 4:05 PM

To: geoffrey fitzgibbons <gtfitz7878@gmail.com>; fredcreamer@earthlink.net; Ryan Hennessey <hennesseyr@fiddlerscreek.com>

Cc: Topcutusa@yahoo.com; Richard Renaud <renaudr@fiddlerscreek.com>; Jon Phillips <phillipsj@fiddlerscreek.com>; Cleo Adams <crismondc@whhassociates.com>; apires@wpllegal.com; Joseph Vaccaro <jkvaccaro@hotmail.com>; Bob Slater <rslater40@aol.com>; Joe Parisi <parisij@gulfbay.com>; Terry Cole <tcole@bowman.com>

Subject: Re: Trucks parking on Cherry Oaks

Ryan,

It is unbelievable that the people most affected by this were not invited to the meeting . The residents of 9008, 9012 and 9016 are all against this illegal , dangerous spot being authorized for trucks to park all day long and block visibility . Parking over hatch marks, blocking a Traffic Sign on a Public Street is illegal as you have been informed and continue not to obey.

I would like to have a meeting with the CDD officials I have added to this email and have declared this a Public Street and this being an illegal

parking spot .You were informed by them the vehicles are not to park there.

These trucks are left unattended the entire day and can be parked at the North or South end of Cherry Oaks not affecting the safety of all involved or the work needed to be performed.

The HOA should be concerned for the Safety of the Residents and traffic and not the Landscaping Company.

The Speed Hump is still too high after cutting it down twice and cars are still bottoming out which is visible by the dents in it.

Rich Giannetto

On Thursday, April 4, 2024, 03:19:24 PM EDT, Ryan Hennessey hennesseyr@fiddlerscreek.com> wrote:

Mr. Fitzgibbons,

Thanks for the invitation this morning to speak with you. I am glad you settled some issues with regard to parking on Cherry Oaks Trail. Based on the totality of circumstances, the status quo of having trucks like TopCut, park in the middle of the roundabout, appears to be the best practice moving forward.

The speed humps also appear to be slowing vehicles down and deterring some traffic from using the road as a cut-through.

Ryan Hennessey

Director of Community Services and Safety

Fiddler's Creek

8152 Fiddlers Creek Parkway, Naples, FL 34114

Office 239-241-2518 Main Gate 239-919-3705

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

FIRST AMENDMENT TO INTERLOCAL AGREEMENT [IRRIGATION DISTRIBUTION LINES]

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

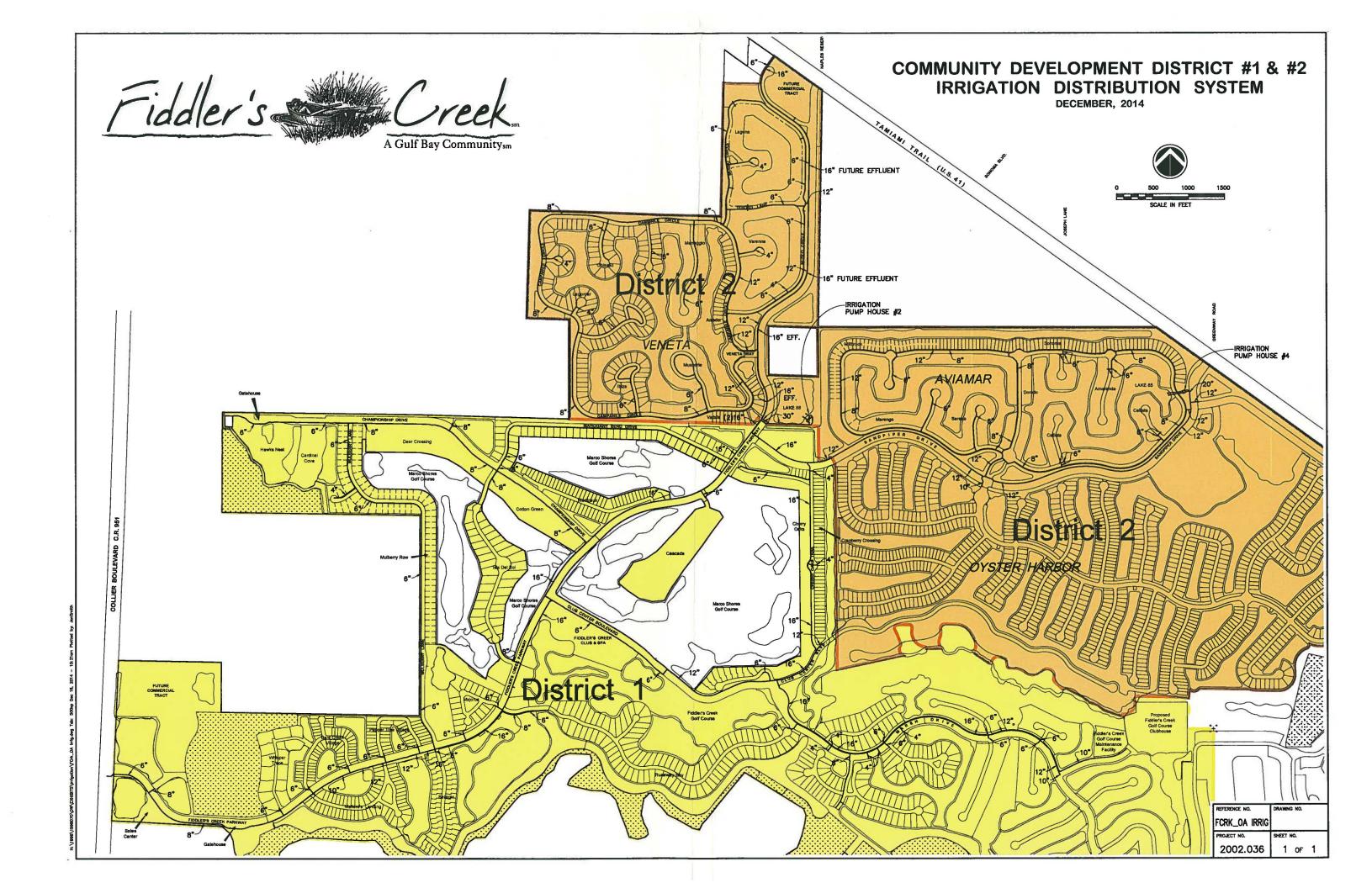
respective irrigation v	vater distribution lines.".	
This First Amend shall be effective as of	ment To Interlocal Agreement [Irrigation Distribution Lines]	
3. IN WITNESS WHEREOF , the parties hereto have executed this First Amendment To Interlocal Agreement [Irrigation Distribution Lines] on the day and year first above written.		
ATTEST:	FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT 1	
ATTEST:	FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT 2	

and identified on the attached Exhibit 'A' and will be solely responsible for the capital costs, operating costs and maintenance costs associated with their future

EXHIBIT "A"

TO

FIRST AMENDMENT TO INTERLOCAL AGREEMENT [IRRIGATION DISTRIBUTION LINES]



SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT

This Second Amended and Restated Interlocal Agreement is entered into as of this 25 day of August, 2010 ["Amended and Restated Agreement"] The parties hereto are the same parties to that certain Interlocal Agreement entered into the 24 day of October, 2007, as amended and restated by that certain Amended and Restated Interlocal Agreement dated as of April 22, 2009, 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 AFIDDLERS 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, 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 to FIDDLERS 1, and Exhibit B to FIDDLERS 2; and,

WHEREAS, it has been determined by the respective Board(s) 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, 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; and,

WHEREAS, as a result of the foregoing, the parties hereto entered into that certain Interlocal Agreement dated as of the 24 day of October 2007, as amended and restated by that certain Amended and Restated Interlocal Agreement dated as of April 22, 2009 [the "Interlocal Agreement":]

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 Amended and Restated Interlocal Agreement.

1. A. FIDDLERS 1 and FIDDLERS 2 agree that for the fiscal year beginning October 1, 2010 and ending September 30, 2011, as they jointly utilize 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. In addition, each district shall be responsible for the costs and expenses associated with the time/value/carrying cost ["Cost"] of any funds advanced ["Advanced Funds"] resulting from the other district's [i.e. "Advance Funding District"] payment of costs, fees, expenses and charges in excess of the Advance Funding District's proportionate share otherwise required under this Agreement. The Cost of Advanced Funds not paid to the Advance Funding District within thirty (30) calendar days of being advanced, shall be a rate of interest equal to

that which the Advance Funding District would have earned on the Advanced Funds.

- B. FIDDLERS 1 and FIDDLERS 2 agree that for the fiscal year beginning October 1, 2010 and ending September 30, 2011, as they both benefit from the operation and maintenance of that portion of the overall water management system commonly referred to as the Belle Meade Preserve [as depicted on the attached Exhibit "D"], each district agrees to pay for the unique costs associated with the maintenance of said Belle Meade Preserve, the allocation, on an equitable pro-rata basis, as calculated by the District Manager, of the maintenance cost necessary related to the maintenance of said Belle Meade Preserve, as outlined in the respective line items for same contained within the adopted budget 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, 2011, after which time, on October 1, 2011 and each October 1st 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.
- Any notices required to be provided hereunder shall be provided to the
 Registered Agent for the respective district.
- This Amended And Restated Agreement supersedes and replaces the prior Agreement in its entirety.

IN WITNESS WHEREOF, the parties hereto have executed this Amended And Restated Interlocal Agreement on the day and year first above written.

ATTEST:

FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT 1

ATTEST:

FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT.2

AMENDED AND RESTATED INTERLOCAL AGREEMENT

This Amended and Restated Interlocal Agreement is entered into as of this Agreement of the same parties to that certain Interlocal Agreement entered into the 24th 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 Board(s) 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; and,

WHEREAS, as a result of the foregoing, the parties hereto entered into that certain Interlocal Agreement dated as of the 24th day of October, 2007, [the "Interlocal Agreement"].

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 Amended and Restated Interlocal Agreement.

- FIDDLERS #1 and FIDDLERS #2 agreed, that for the fiscal year 1. beginning October 1, 2007 and ending September 30, 2008, as they jointly utilize 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. In addition, each district shall be charged interest on any funds advanced ["Cost of Advanced Funds"], beginning thirty (30) days after the date the funds are advanced, resulting from the other district's [i.e. "Advance Funding District"] payment of costs, fees, expenses and charges in excess of the Advance Funding District's proportionate share otherwise required under this Agreement. The parties agree that the Cost of Advanced Funds shall be equal to the interest that the Advanced Funds would otherwise have earned in the Advancing District's operating account. Such interest shall not exceed the then current prime rate.
 - 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, 2009, after which time, on October 1, 2010 and each October 1st 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. No amendment or modification to any terms and provisions of this Agreement or the obligations and rights of the parties hereunder shall be effective unless provided in a written amendment executed by both parties.

- 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.
- Any notices required to be provided hereunder shall be provided to the Registered Agent for the respective district.
- This Amended And Restated Agreement supersedes and replaces the prior Agreement in its entirety.

IN WITNESS WHEREOF, the parties hereto have executed this Amended And Restated Interlocal Agreement on the day and year first above written.

ATTEST:

ATTEST:

FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #2

FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT#1

INTERLOCAL AGREEMENT

This Interlocal Agreement entered into this 24th 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 1st 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.
 - 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.
- 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:

FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT # 2

Chairman/Vice Chairman

SECOND AMENDMENT TO INTERLOCAL AGREEMENT [IRRIGATION]

This Second Amendment To Interlocal Agreement [Irrigation] is entered into as of the 24th day of April, 2024 ("Second Amendment").

WHEREAS, The parties hereto are the same parties to that certain Interlocal Agreement entered into the 24th 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) (the "Interlocal Agreement"); as amended and restated by that certain Amended and Restated Interlocal Agreement dated as of April 22, 2009 (the "Amended and Restated Agreement"); as further amended by that certain Second Amended and Restated Interlocal Agreement dated as of August 25, 2010 (the "Second Amended and Restated Agreement"); and, as further amended by that certain First Amendment To Interlocal Agreement [Irrigation Distribution Lines] "First Amendment") dated as of December 17, 2014; said Interlocal Agreement and all prior amendments and restatements hereinafter being referred to as the "Interlocal Agreement, as Amended"; and,

WHEREAS, the Districts desire to update certain terms and conditions of the Interlocal Agreement, as Amended, to reflect the current revised boundaries of each District and to remove references to access control.

NOW THEREFORE,

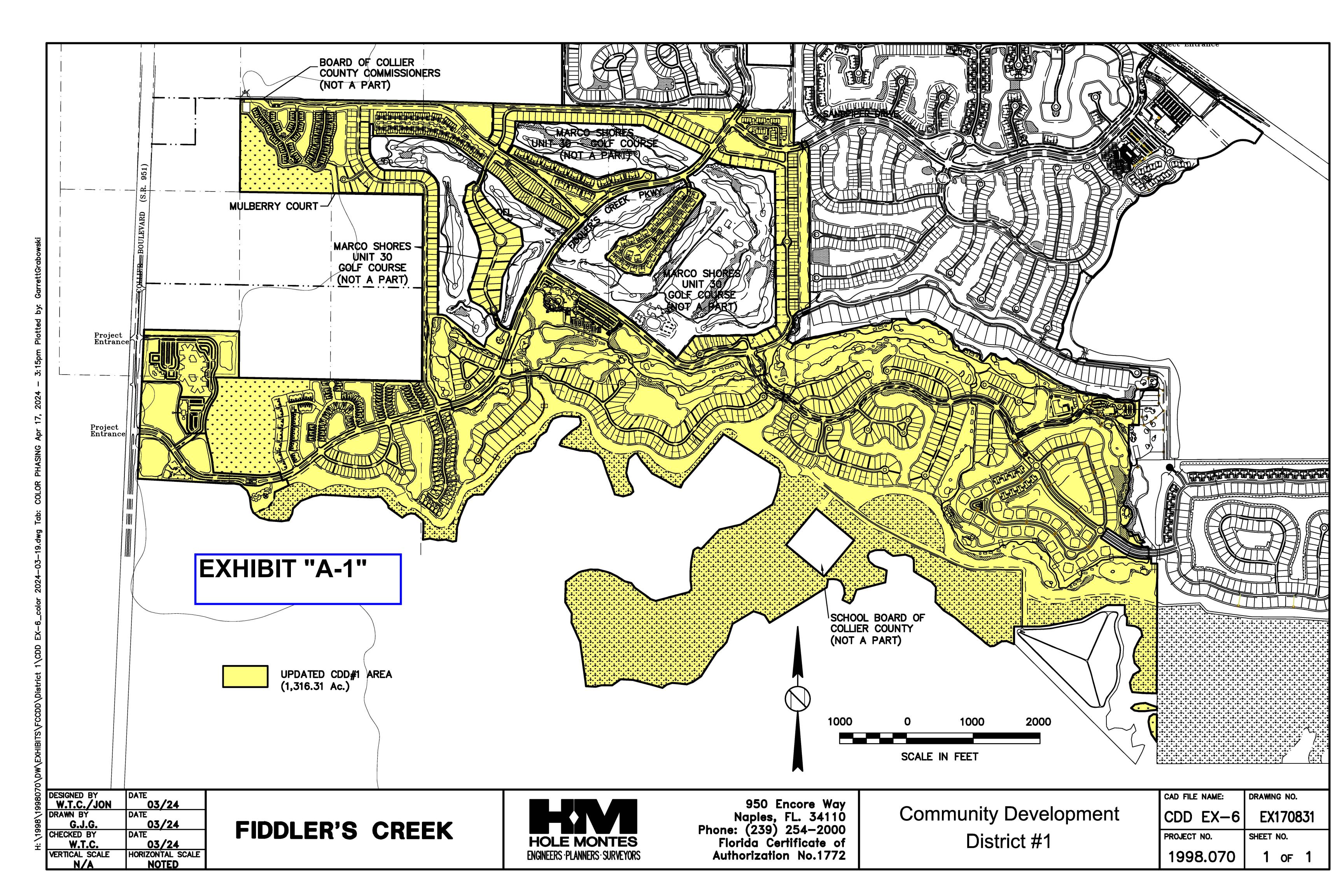
WITNESSETH

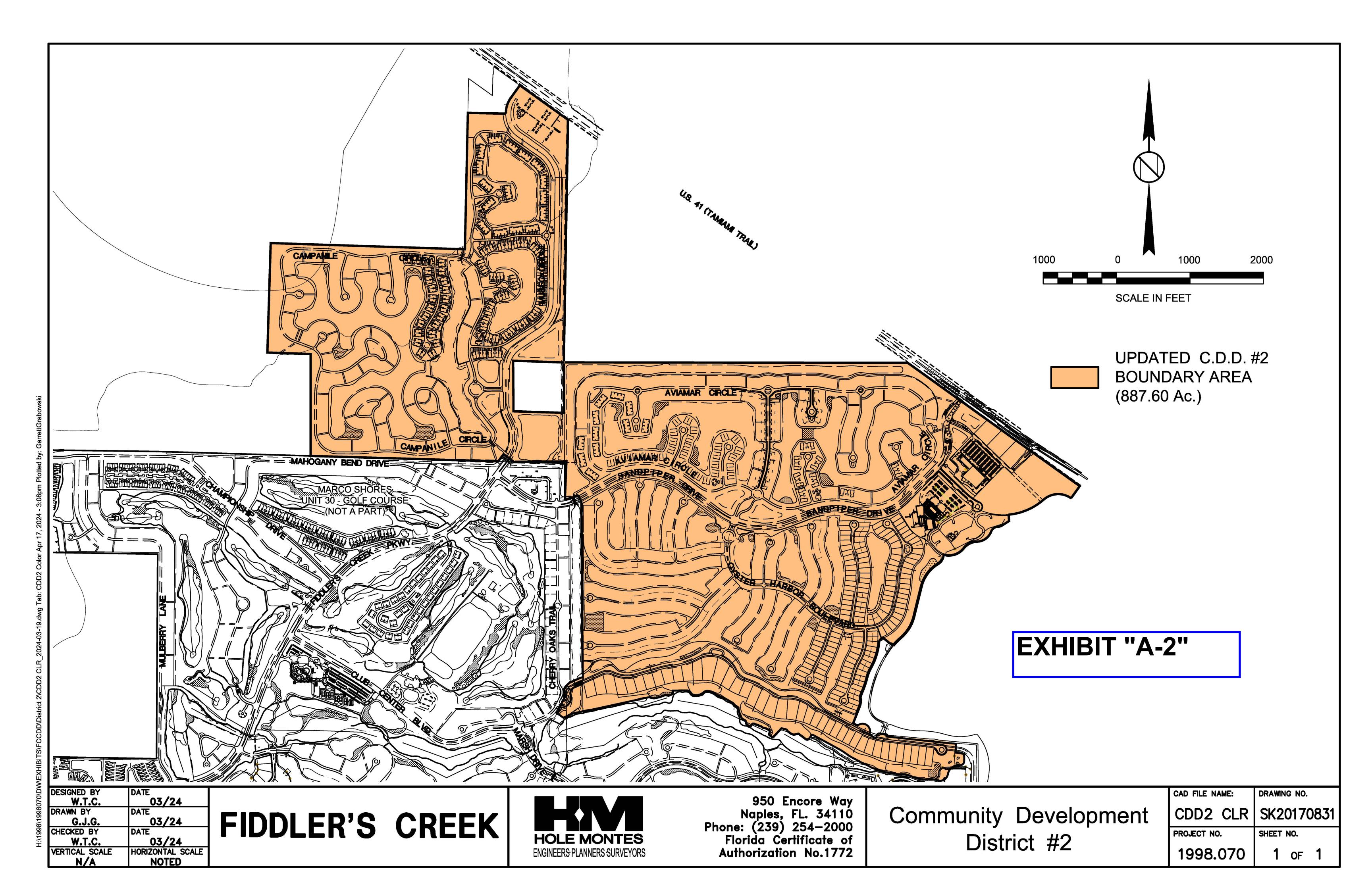
That for and in consideration of the premises and the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration exchanged from one party to the other, receipt of which is acknowledged, the aforesaid FIDDLERS #1 and FIDDLERS #2 hereby enter into this Second Amendment To Interlocal Agreement ["Irrigation"] and amend Interlocal Agreement, as Amended, as follows:

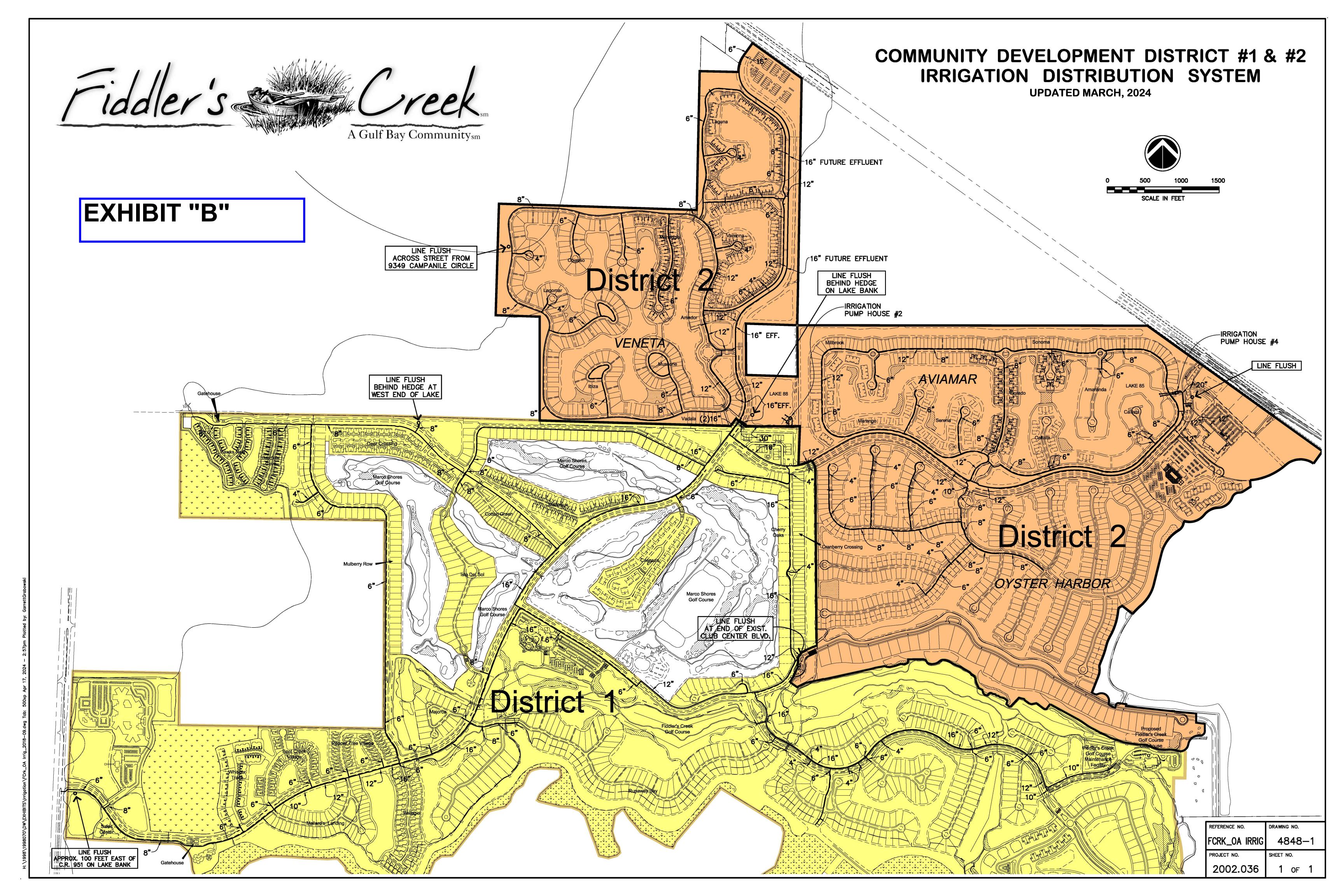
- 1. The current boundaries of FIDDLERS #1 are as depicted and described on the attached **Exhibit "A-1"**, which **Exhibit "A-1"** is incorporated into and made part of the Interlocal Agreement, as Amended. The current boundaries of FIDDLERS #2 are as depicted and described on the attached **Exhibit "A-2"**, which **Exhibit "A-2"** is incorporated into and made part of the Interlocal Agreement, as Amended.
- 2. The irrigation water distribution lines of each respective District are depicted and identified on the attached **Exhibit "B"** which **Exhibit "B"** is incorporated into and made part of the Interlocal Agreement, as Amended.
- 3. All references to "access control" in the Interlocal Agreement, as Amended, are hereby deleted.
- 4. All references to "vehicles" in the Interlocal Agreement, as Amended, are hereby deleted.
- 5. This Second Amendment 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.
- 6. This Second Amendment only amends the terms and conditions of the Interlocal Agreement, as Amended, and no other agreement by or between FIDDLERS #1 and FIDDLERS #2.
- 7. All other terms and conditions of the Interlocal Agreement, as Amended, not amended hereby, remain in full force and effect.
- **IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment To Interlocal Agreement ["Irrigation"] on the day and year first written above written.

[BALANCE OF PAGE BLANK]
[SIGNATURES ON FOLLOWING PAGE]

ATTEST:	FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #1
BY:	BY:
ATTEST:	FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #2
BY:	BY:







FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

UNAUDITED FINANCIAL STATEMENTS

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

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

ASSETS	General 001	Ser R	bt Service ies 2014-1 efunded 2002B	Series Re	t Service s 2014-2A funded 002A	Se	ebt Service ries 2014-2B Refunded 2002A	Ser	bt Service ies 2014-3 efunded 2005	Ser	bt Service ries 2014-4 Refunded 2005	Total Governmental Funds
Operating accounts												
SunTrust	\$ 822,633	\$		\$		\$		\$		\$		\$ 822,633
Assessment account-Horizons Bank	304,665	φ	-	φ	-	φ	-	φ	-	φ	-	304,665
Centennial Bank - MMA	78,490		-		-		-		-		-	78,490
Finemark - MMA	12,703		-		-		-		-		-	12,703
Finemark - ICS	12,703		-		-		-		-		-	12,703
BankUnited ICS	2,578,755		-		-		-		-		-	2.578.755
BankUnited ICS BankUnited MMA	549,775		-		-		-		-		-	549,775
Investments	549,775		-		-		-		-		-	549,775
			E04 0E4		400		100 110		400		07	004 000
Revenue	-		581,251		100		400,416		196		27	981,990
Reserve - series B	-		-		4 0 4 7		101,702		-		-	101,702
Prepayment 0000P	-		400 740		1,047		14,902		-		-	15,949
Prepayment - 2002B exchange	-		100,713		-		-		-		-	100,713
Due from general fund	-		12,784		-		5,368		-		-	18,152
Due from Developer	94,160		-		-		-		-		-	94,160
Due from FCC Marsh	-		-		274,031		-		419,000		443,750	1,136,781
Prepaid expense	1,262		-		-		-		-		-	1,262
Deposits	5,125				-				-			5,125
Total assets	\$ 4,447,569	\$	694,748	\$	275,178	\$	522,388	\$	419,196	\$	443,777	\$ 6,802,856
LIABILITIES & FUND BALANCES Liabilities: Due to other funds												
Debt service 2014-1	12,784		-		-		-		-		-	12,784
Debt service 2014-2	5,368		-		-		-		-		-	5,368
Total liabilities	18,152		-		-		-		-		-	18,152
DEFERRED INFLOWS OF RESOURCE	ES											
Deferred receipts	94,160		-		274,031		-		419,000		443,750	1,230,941
Total deferred inflows of resources	94,160		-		274,031		-		419,000		443,750	1,230,941
Fund balances: Restricted for												
Debt service	-		694,748		1,147		522,388		196		27	1,218,506
Unassigned	4,335,257		-		-		-		-		-	4,335,257
Total fund balances	4,335,257		694,748		1,147		522,388		196		27	5,553,763
Total liabilities, deferred inflows of resources and fund balances	\$ 4,447,569	\$	694,748	\$	275,178	\$	522,388	\$	419,196	\$	443,777	\$ 6,802,856

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

		Current Month	Year To Date	Budget	% of Budget
REVENUES	Φ.	00.544	0.0444.004	0.0447.040	000/
Assessment levy	\$	80,514	\$ 2,411,831	\$ 2,447,916	99%
Assessment levy: off-roll Interest		- 10,380	125,547 54,949	376,642 50,000	33% 110%
Total revenues	-	90,894	2,592,327	2,874,558	90%
Total revenues		30,034	2,092,021	2,074,000	30 70
EXPENDITURES					
Administrative					
Supervisors		1,077	4,091	12,918	32%
Management		5,044	30,263	60,525	50%
Assessment roll preparation		2,124	12,745	25,490	50%
Accounting services		1,647	9,882	19,764	50%
Audit		-	-	15,400	0%
Legal		-	12,900	25,000	52%
Legal - special counsel		-	11,257	-	N/A
Engineering		2,462	10,057	50,000	20%
Telephone		72	433	867	50%
Postage		210	960	2,300	42%
Insurance		-	29,929	34,000	88%
Printing and binding		55	329	659	50%
Legal advertising		341	1,048	2,000	52%
Office supplies		-	-	750	0%
Annual district filing fee		-	175	175	100%
Trustee		-	-	15,500	0%
Arbitrage rebate calculation		-	-	4,000	0%
Contingencies		312	666	4,000	17%
Website/ADA website complicance		-	210	920	23%
Dissemination agent		986	5,914	11,828	50%
Total administrative	-	14,330	130,859	286,096	46%
Field management					
Field management services		2,187	13,119	26,237	50%
Total field management		2,187	13,119	26,237	50%
Water management maintenance					
Other contractual		16,610	85,520	317,858	27%
Fountains		5,146	37,631	90,000	42%
Total water management maintenance		21,756	123,151	407,858	30%
Street lighting					
Contractual services		-	23,374	15,000	156%
Electricity		2,805	17,403	36,000	48%
Holiday lighting program		<u></u>	15,000	16,500	91%
Miscellaneous		_	-	17,500	0%

2,805

Total street lighting

55,777

85,000

66%

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

	Current Month	Year To Date	Budget	% of Budget
Landscaping				
Other contractual - landscape maintenance	91,284	455,940	942,000	48%
Other contractual - flowers	12,325	32,295	52,000	62%
Improvements and renovations	69,470	75,490	195,000	39%
Contingencies	-	_	15,000	0%
Total landscaping	173,079	563,725	1,204,000	47%
Roadway				
Roadway maintenance	-	71,581	85,000	84%
Capital outlay	-	27,788	40,000	69%
Total roadway		99,369	125,000	79%
Irrigation supply			_	
Electricity	55	326	750	43%
Repairs and maintenance	-	389	50,000	1%
Other contractual-irrigation manager	-	13,781	52,500	26%
Capital outlay	-	203,494	-	N/A
Supply system	6,486	66,143	579,150	11%
Total irrigation supply	6,541	284,133	682,400	42%
Other fees & charges				
Property appraiser	-	12,240	38,249	32%
Tax collector	1,598	48,185	50,998	94%
Total other fees & charges	1,598	60,425	89,247	68%
Total expenditures	222,296	1,330,558	2,905,838	46%
Excess/(deficiency) of revenues	(424 402)	1 261 760	(24.200)	
over/(under) expenditures	(131,402)	1,261,769	(31,280)	
Fund balances - beginning Assigned	4,466,659	3,073,488	2,797,711	
Working capital	718,640	718,640	718,640	
Sandpiper traffic signal obligation	710,000	710,000	710,000	
Future Irr. mainline breaks	100,000	100,000	100,000	
Unassigned	2,806,617	2,806,617	1,237,791	
Fund balances - ending	\$ 4,335,257	\$ 4,335,257	\$ 2,766,431	

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 MARCH 31, 2024

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 13,043	\$ 390,699	\$391,680	100%
Assessment prepayments	-	99,374	-	N/A
Interest	 2,454	10,409		N/A
Total revenues	 15,497	500,482	391,680	128%
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	259	7,806	8,160	96%
Total other fees & charges	259	7,806	14,280	55%
Total expenditures	259	98,403	395,474	25%
Excess/(deficiency) of revenues				
over/(under) expenditures	15,238	402,079	(3,794)	
Fund balances - beginning	679,510	292,669	264,183	
Fund balances - ending	\$ 694,748	\$ 694,748	\$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 MARCH 31, 2024

	Current Month		Year To Date				% of Budget	
REVENUES								
Assessment levy: off-roll	\$	-	\$	-	\$	444,722	0%	
Interest		4		126			N/A	
Total revenues		4		126		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		4		(88,905)		81,659		
Fund balances - beginning Fund balances - ending	\$	1,143 1,147	\$	90,052	\$	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 MARCH 31, 2024

	urrent ⁄Ionth	 Year To Date	 Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 5,477	\$ 164,052	\$ 210,528	78%
Interest	 1,981	10,877		N/A
Total revenues	 7,458	 174,929	 210,528	83%
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	109	3,277	4,386	75%
Total other fees & charges	109	3,277	7,676	43%
Total expenditures	109	73,152	172,426	42%
Excess/(deficiency) of revenues				
over/(under) expenditures	7,349	101,777	38,102	
Fund balances - beginning	 515,039	420,611	411,357	
Fund balances - ending	\$ 522,388	\$ 522,388	\$ 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 MARCH 31, 2024

	Current Month		Year To Date		Budget	% of Budget
REVENUES		,				
Assessment levy: off-roll	\$	-	\$	-	\$759,650	0%
Interest		1		196		N/A
Total revenues		1		196	759,650	0%
EXPENDITURES Debt service					245.000	00/
Principal		-	47	4 000	245,000	0%
Interest				4,000	348,000	50%
Total expenditures			1/	4,000	593,000	29%
Excess/(deficiency) of revenues over/(under) expenditures		1	(17	3,804)	166,650	
Fund balances - beginning Fund balances - ending	\$	195 196	<u>17</u>	4,000 196	\$ 166,650	

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 MARCH 31, 2024

	Current Month		Year To Date		Budget	% of Budget
REVENUES			1			
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	3,750	627,500	29%
Excess/(deficiency) of revenues						
over/(under) expenditures		-	(183	3,723)	177,478	
Fund balances - beginning		27	183	3,750	(1,528)	
Fund balances - ending	\$	27	\$	27	\$175,950	

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

MINUTES

DRAFT

1 2	MINUTES OF MEETING FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1						
3	FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1						
4	The Board of Supervisors of the Fiddler's Creek Community Development District #1						
5	held a Regular Meeting on March 27, 2024 at 8:00 a.m., at the Fiddler's Creek Club and Spa						
6	3470 Club Center Boulevard, Naples, Flo	rida 34114.					
7	Present were:						
8							
9	Robert Slater	Chair					
10	Joseph Schmitt	Vice Chair					
11	Torben Christensen	Assistant Secretary					
12	Joseph Badessa	Assistant Secretary					
13	Frank Weinberg	Assistant Secretary					
14	-	·					
15	Also present:						
16	·						
17	Chuck Adams	District Manager					
18	Cleo Adams	District Manager					
19	Tony Pires	District Counsel					
20	Terry Cole	District Engineer					
21	Joe Parisi	Developer's Representative					
22	Jon Phillips	Director, Foundation Operations					
23	Mike Barrow	GulfScapes Landscape Manager					
24	Ryan Hennessey	Fiddler's Creek Director of Community					
25		Services					
26	Alex Kurth	Premier Lakes, Inc.					
27	Mike Cote	Resident, Mulberry Village Assoc. President					
28	Alfred Noto	Resident and Montreux Board Member					
29	Joe Harian	Resident and Majorca HOA President					
30	Tony Merick	Resident					
31	Jack Combs	Resident					
32							
33							
34	FIRST ORDER OF BUSINESS	Call to Order/Roll Call					
35		·					
36	Mrs. Adams called the meeting to	o order at 8:00 a.m. All Supervisors were present.					
37	g .	·					
38	SECOND ORDER OF BUSINESS	Public Comments: Non-Agenda Items (3					
39		minutes per speaker)					
40							
41	Resident and Montreux Board	Member Al Noto stated residents complained about					
42	"weeds" blocking their lake views. Mrs. A	Adams stated those are beneficial littorals.					
43	Mr. Slater stated this item will be discussed during the Third Order of Business.						
	, min older stated this term will be discussed during the rima of deliver of business.						

Resident and Majorca HOA President Joe Harian discussed a possible safety concern exiting Majorca at Fiddler's Creek Parkway. Bushes were trimmed to improve the sight lines. He asked for bushes in the median to be cut another 10' and a little farther back to improve sight lines for lower vehicles. In his opinion, a stop sign on Fiddler's Creek Parkway might improve safety entering and exiting the community. He thinks Runaway Bay might have the same issues.

Mr. Harian stated that Majorca's main irrigation water valve will not turn off all the way. He asked who to contact about this. Mr. Benet stated the isolation valve, which serves as the CDD's delivery point to the HOA, is on a list of items to be discussed. Mr. Parisi stated that these valves need to be maintained proactively. The consensus was that this is a CDD matter. Mr. Cole stated the valve in question is not included in the proposals to be considered today. Mr. Benet discussed the valve, which was previously reported and inspected, and noted that, due to its proximity to other infrastructure, it might be more economical to replace it with a new valve in a different location.

Mr. Cole suggested the Board consider approving the proposal, with a \$5,000 contingency to include this item.

Mr. Slater asked Mr. Barrow to cut the hedges, as requested. Mr. Barrow stated, due to the presence of arboricola behind the bougainvillea, they cannot be trimmed too much more. He will inspect the area and advise.

Runaway Bay resident Tony Merrick discussed concerns when exiting Runaway Bay and asked for the grass to be mowed way back or for sod or a stop sign to be installed. Mrs. Adams stated line of sight areas are reviewed weekly. Mr. Slater asked Mr. Cole to review the area and stated he does not support a stop sign in that location due to the typical traffic in the vicinity.

Mr. Parisi suggested Staff drive the areas in question and consider exceeding the line of sight code requirements in problematic locations. He agreed that a stop sign is not advised. The presence of muhly grass on top of the hill was noted. Mr. Harian stated visibility varies for cars of different heights and stated the hill is problematic for drivers exiting Majorca. Mr. Schmitt noted that drivers have a tendency to exceed the speed limit.

THIRD ORDER OF BUSINESS

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

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

77

78

79

80

81

82

83

84

85

86

87

88

- He reviewed Lake 30 in Montreux in response to an email and all littorals are beneficial spikerush; there are no invasives. He personally treated that lake from 2013 to 2017 and the current growth level is about normal. His recommendation is to leave the lake as is; as far as the requirement for lakes to have 15% littoral coverage, the lake is similar to other CDD lakes. All growth is on the littoral shelf and the lake is semi-triangular, so the littorals might seem dense relative to the rest of the lake, when viewed from the narrow side, but, based on the perimeter of the lake, the littorals are not excessive.
- The submersed weeds in the canal system and Lake 50-A were confirmed to be Illinois Pondweed; it is a native Florida plant that is considered invasive when it grows too much. It will be targeted and treated early, based on extraordinarily high-water levels, with the first treatment in the next week or two. One to three contact treatments will be applied in the canal system; the first should reduce growth by 70%, with full control by mid-May. Lake 50-A will likely be treated with Sonar® in late April or May.
- Invasives, such as torpedograss and broad leaf weeds, are very minimal due to the high water levels.
- Significant algae blooms were observed on the golf course ponds, which is typical for this time of year, when it is warm. Additionally, dead grass due to the renovation has contributed nutrient runoff but the conditions improve gradually each week.
- Sonar® treatments for submersed hydrilla and southern nyad, in Lakes 44 and 42, were 100% successful. Floating Cristata lily in the FC-2 area were successfully treated.

96 97

98 99

100

101

102

FOURTH ORDER OF BUSINESS

Health, Safety and Environment Reports

Mr. Hennessey reviewed the monthly PowerPoint presentation, which included reminders to report questions, comments or concerns to lrrigation@Fiddlerscreek.com or Pressurewashing@Fiddlerscreek.com or directly to the Safety Department.

- Mr. Hennessey reported the following:
- Tree Canopy Trimming: Juniper trimmed the fruited palms in CDD #1 on Club Center

 Boulevard and Fiddler's Creek Parkway and on Sandpiper Drive in CDD #2.
- 105 A. Irrigation and Pressure Cleaning Efforts
- 106 Figure 106 Irrigation Projected Usage: Just under 4" of rain was received in February.

FIDDLER'S CREEK CDD #1 DRAFT March 27, 2024

- 107 Fig. 108 There were two rain holds in the villages and four in the common areas. Total water usage was approximately 43.5 million gallons, as compared to 56 million in February 2023.
- 109 > Irrigation Report: There were no major repairs in February; no bills were sent to the
- 110 CDD. A satellite failed to communicate and a zone that was missing from the original zone
- descriptions was added to the Central Database for Sauvignon.
- 112 Pressure Washing: Montreux, Mahogany Bend and Runaway Bay were recently
- 113 completed. Crews have been in Campanile and Lago Mar for the past two weeks and will
- 114 remain there approximately another three weeks. The map was updated and simplified; red
- indicates completed areas, green indicates work planned in the current month.
- Last month, Mr. Slater reported a green electrical box near the main gate that was in
- disrepair. The top was replaced on the fiber optic and internet box. The electrical transformer
- box is rusted; the Florida Power & Light (FPL) representative stated FPL will not replace it but FPL
- will paint it for \$150. The consensus was for the issue to be addressed in-house.

B. Security and Safety Update

- Mr. Hennessey reviewed the monthly PowerPoint presentation, which included
- reminders to first call 911 in an emergency, followed by reporting the incident or other non-
- 123 emergency matters to the Community Patrol. Residents can register guests via the member's
- website, mobile app, calling the Automated Gatehouse or emailing Safety@Fiddlerscreek.com.
- Occupancy Report: Occupancy rose from 2,285 homes occupied to 2,272, which is an
- increase of approximately 4%.
- Gatehouses and Patrols: Sandpiper, Championship and the Main gates are operational
- 128 24 hours a day, seven days a week. There are two patrols per shift. Gatehouse activity
- increased nearly 1% from January to February.
- 130 > Incidents: Open garage doors and parking continue to be the highest incident
- 131 categories.

- Speed Detection and Enforcement: The Traffic Hawks returned a few weeks ago. Several
- fines were issued. For the first time, a complaint was received from a resident who is getting a
- fine. He requested video, documentation and proof, which was provided. He will most likely
- voice his concerns at the Fining Committee.

- Asked how often Traffic Hawks must be recalibrated, Mr. Hennessey stated that, per the manufacturer, once a private community implements it, recalibration is not necessary; however, he has it done every six months to one year.
- Discussion ensued regarding whether to relocate the Traffic Hawk at Cherry Oaks. It was noted that the unit is funded and supported by Cherry Oaks.
- The Collier County Sheriff's Office (CCSO) advised that there were 75 extra patrols, 17 alarm calls, 11 911 hang-ups, 10 medical calls and two crashes.

144

145

136

137

138

139

140

FIFTH ORDER OF BUSINESS

Developer's Report

146 Mr. Parisi thanked Mr. Schmitt for his assistance in addressing golf course renovation 147 issues that primarily affect CDD #1. Mr. Parisi and Mr. Schmitt displayed a presentation about 148 community access and equipment during the golf course renovation and noted the following:

- Work at the West end Holes 1 through 6 and 18 will begin April 1, 2024 and go until

 June 15, 2024. It will take months for the grass to grow in.
- Mr. Schmitt stated this information is also included in the Interlocal Agreement.
- Three areas will be used for staging. The east end of The Club & Spa parking lot will be used because a hard surface is needed for staging gravel, sand and mix. The parking lot in Isla de Sol will be used for access and staging for Hole 2. The driving range area and a block of land next to the rest station by the entry to Runaway Bay will also be a staging area.
- Photographs will be taken of these areas before work begins and the areas will be restored to their original condition when work is completed.
- Because of the distance from Sandpiper to the site, construction traffic will enter through the main gate.
- 160 > The Club will notify residents and information will be sent to Mr. Hennessey.
- A location between the park and current Hole #2 will be set up to construct Hole #2 and Hole #3. Small vehicles will be utilized where possible.
- 163 > It is anticipated that one side of Mulberry Drive will be closed at a time during construction.
- CDD property will be protected. Preconstruction videos will document the gatehouse and surrounding areas in the event of any damage.

stated that he and Mr. Barrow inspected this area and confirmed that a 30' section of Calusia

needs to be planted on CDD property. Resident Jack Combs asked for the hedge to be

198

233

On MOTION by Mr. Slater and seconded by Mr. Weinberg, with all in favor, Collier Paving & Concrete, Divisions of Southern Striping Solutions, LLC Estimate #24-173 for ADA Mat Repairs, in the amount of \$2,240, was approved.

Mr. Weinberg inquired about a proposal for pothole repairs on Championship Drive.

Mr. Cole stated that is one of the proposals he was unable to obtain in advance of the meeting.

Only three potholes need repairs.

Mr. Cole presented the following proposals received after the deadline for inclusion in the agenda. Mrs. Adams stated proposals should be provided to Management ten days in advance of the meeting.

Collier Paving & Concrete, Divisions of Southern Striping Solutions, LLC Estimate for
 Curb Inlet Repairs

This item was an addition to the agenda.

Mr. Cole presented the proposal for six curb inlet repairs on Mulberry Lane and Championship Drive, at a cost of approximately \$12,000.

Discussion ensued regarding a potential trip hazard in need of repair and other areas in need of replacement.

Mr. Schmitt recommended approving a not-to-exceed amount of \$18,000 to allow flexibility to replace three additional curb inlets, at Mr. Cole's discretion. Mrs. Adams asked for the locations to be included on the proposal.

On MOTION by Mr. Schmitt and seconded by Mr. Slater, with all in favor, the Collier Paving & Concrete, Divisions of Southern Striping Solutions, LLC Estimate for Curb Inlet Repairs, in a not-to-exceed amount of \$18,000, was approved.

Collier Paving & Concrete, Divisions of Southern Striping Solutions, LLC Estimate for
 7666 Mulberry Lane

This item was an addition to the agenda.

Mr. Cole presented the proposal to replace the valley gutter that was raised up because of a tree on Mulberry Lane. A proposal totaling over \$25,000 was reevaluated; the current proposal includes replacing 50' of valley gutter and removal and replacement of 180 square feet of paving at a total cost of \$19,245.20.

276

277

278

279

280

281

282

283

284

285

286

287

288

289 290

291

292

293

294 295 296

297

298

299

300 301

302

303

DLER'S	S CREEK CDD #1	DRAFT	March 27, 2024
Co Es	llier Paving &	r. Slater and seconded by Mr. Schmitt Concrete, Divisions of Southern St Mulberry Lane, in a not-to-exceed a	triping Solutions, LLC
N	1r. Cole stated th	ne tree must be removed before work	can proceed. Mr. Cote stated
troo	is gone out of (27 nak trees nearly 20 of the trees	in the worst condition were

the tree is gone; out of 97 oak trees, nearly 20 of the trees, in the worst condition, were removed. He thanked the CDD for assisting.

Regarding a paver issue, Mr. Schmitt stated he does not support removing and replacing pavers on which \$18,000 was spent. Mr. Cole will inspect the area.

Guard Rail Proposals

This item was an addition to the agenda.

Mr. Cole stated that two guard rail proposals were submitted to Aaron for Design Review Committee approval. Two guard rails need to be removed and replaced; one across from Whisper Trace and one across from Bent Creek.

The Board and Staff discussed the need to remove existing guard rail, plant Calusia and install a new guard rail in both locations.

Mrs. Adams stated she was unaware of the Bent Creek guard rail; the Whisper Trace guard rail will cost \$7,000, including landscaping and Calusia hedges.

On MOTION by Mr. Weinberg and seconded by Mr. Slater, with all in favor, the guard rails for Bent Creek and Whisper Trace, including landscaping and hedges, as discussed, in not-to-exceed amounts of \$7,500 and \$7,000, respectively, were approved.

It was noted that County approval is required and is still pending.

NINTH ORDER OF BUSINESS Discussion: Interlocal Agreements with CDD #2 [Irrigation Distribution Lines]

Consideration of Second Amendment to Interlocal Agreement

Mr. Pires presented a redlined version and additional edits to the Second Amendment to Interlocal Agreement.

Mr. Schmitt voiced his opinion that the base maps cited in the Agreement are not correct. Mr. Cole stated the updated information was not received from Mark Minor. Mr. Schmitt pointed out numerous base map items that need to be corrected. Mr. Cole is trying to get the updated maps from Mark Minor but with no success.

Discussion ensued regarding inconsistencies on the maps and the proposed expansion of Lake 70, property that now belongs to Taylor Morrison.

Mr. Pires stated that the agenda has two Agreements. One is the Irrigation Agreement; his understanding is that Boundary Maps A1 and A2 are correct. Mr. Cole stated that is correct. Mr. Pires stated his understanding that the Irrigation Distribution Map, which is to be Exhibit B, is not correct.

Mr. Schmitt expressed concern that the expansion of Lake 70 will be included in CDD #2. He wants to ensure that CDD #1 is not held responsible for Lake 70. He recommended approving this subject to updating the Exhibits. Mr. Schmitt stated that the boundaries are correct but the base map placed over it is incorrect because all of Oyster Harbor is now obsolete as there is no interconnect, which is a CDD #2 issue.

Regarding Page 3, Paragraph 1A of the 2010 Second Amendment to the Restated Interlocal Agreement, where it says "pro-rata basis, as calculated by the District Manager," Mr. Schmitt would like the Agreement to define pro-rata. While he knows what it is, he wants the Agreement to stipulate the number of off-roll or on-roll, etc. Mr. Pires asked for the benchmark date he suggests. Mr. Schmitt stated that is his question; he is asking for the benchmark be it annually, the first of each year, based on the start of each fiscal year, off and on-roll. Mr. Adams stated it would be based on the number of units.

Mr. Pires suggested adding language with regard to changing the language as to the date and the manner concerning the pro rata share of each year during the course of the Agreement and based upon the number of units platted or planned. Mr. Schmitt asked if that is based on data from the Property Appraiser or the County. Mr. Adams stated it would be based on the Property Appraiser and the Developer; the number of door fronts.

Mr. Pires suggested tabling this to the next meeting.

Mr. Adams stated the language might be as simple as, "as defined in the current operating budget" since that is updated every year.

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

TENTH ORDER OF BUSINESS

Consideration of Aqua-Matic Irrigation Systems, Inc. Proposal for Main Line Gate Valve Replacements

Mr. Cole stated this proposal is for certain gate valves along Fiddler's Creek Parkway that were identified as being critical to replace sooner rather than later. He recommended adding \$5,000 to the amount to cover the other valve discussed earlier.

Mr. Benet stated that gate valves generally last 20 years in a best-case scenario and these valves are nearly 25 years old. Almost every isolation gate valve for the CDD to control the water where it is being delivered is bad, starting from the main entrance up to Championship Drive. This applies to the HOA and the main line isolation valves. He emphasized that this represents the first phase of replacing valves, which are emergency repairs needed as soon as possible. The HOA isolation valves will come in a later repair order; this is by no means fixing the issue, rather, it is the first phase.

Mr. Schmitt noted that the requirements need to be identified in the budget. Mr. Cole stated that Mr. Benet, Mr. Sidlovsky and Mr. Ferguson met. Mr. Sidlovsky is being asked to provide a proposal for the next couple of years. There are dozens of gate valves and an estimated \$200,000 worth of repairs throughout CDD #1, at a minimum. Some of the gate valves are very large; he hopes to have information in May for budget preparation. Mr. Adams requested the information by April for inclusion in the proposed Fiscal Year 2025 budget.

On MOTION by Mr. Weinberg and seconded by Mr. Schmitt, with all in favor, the Aqua-Matic Irrigation Systems, Inc. Proposal for Main Line Gate Valve Replacements, in a not-to-exceed amount of \$20,000, was approved.

Mr. Slater asked if the HOAs should be informed that their valves are in jeopardy. Mr. Cole replied affirmatively. Mr. Parisi stated he sent a contract to be executed by the Construction Manager for the upgrade to the irrigation system throughout the community, which will hopefully be finalized soon. Until then, designs will be developed and pricing

CDD infrastructure. In some cases, HOAs installed filters and when valves fail, several HOAs can

be affected.

ELEVENTH ORDER OF BUSINESS

Discussion: Limited Cost-Sharing Agreement with Cranberry Crossing and Cherry Oaks HOAs [Speed Bump Project]

Mrs. Adams stated that the HOAs and the Property Manager have not provided any of the required information despite numerous emails. They apparently do not understand the Agreement; no permits or Releases of Lien have been received. They sent the CDD an invoice for \$10,000 and the backup provided after numerous requests totaled only \$4,700, which is not as agreed upon. No payment will be made until the information is received.

Mr. Schmitt stated that permanent markings on speed bumps are needed; he understands from Trebilcock that it was inspected and approved. Signs have not been installed.

Mr. Cole stated it was approved; however, it is supposed to be a maximum of 3.5" high but at least one is 5.5" high. The contractor is making the corrections.

Mr. Slater stated the matter will be deferred until documentation is received.

TWELFTH ORDER OF BUSINESS

Continued Discussion/Consideration of Agreement for Access and Construction [Basins I, OH, A1, B1, C, H2, H3]

Mr. Schmitt stated that he and Mr. Pires revised the Agreement. He removed some of the CDD requirements, including that he be the inspector or approver, and added a Hold Harmless indemnification against impacts to the golf course in the course of access, to ensure that any damages to CDD property will be repaired. Mr. Minor sent a very detailed report, which indicated that there is a significant reduction in the discharge rate; some interconnects are now needed between Lake 70 and the lakes in CDD #2. None of these drainage basins or interconnects are included in the graphics. He suggested that the Agreement can be approved,

as it gives Fiddler's Creek the authority to proceed with the golf course. The language in the document is subject to minor edits and corrections noted but the map products that identify the drainage basins and interconnects need to be clarified. Most of the basins seem to be in CDD #2 in Oyster Harbor. Mr. Cole stated that several control structures in CDD #1 will need to be modified. Mr. Schmitt thinks that should be indicated on the map. Mr. Cole reiterated that the detailed plans are pending.

Mr. Pires will provide minor editorial edits. He suggested approving the Agreement, in substantial form. The Agreement states that, prior to any commencement of work, photographs and videos will be taken of the existing conditions. The CDD will receive copies of any requisite insurance with the CDD named as an additional insured. Staff and Mr. Schmitt will be designated to work with Mr. Minor to finalize the Exhibits; the effective date will be the April 1, 2024 commencement date.

Mr. Pires noted that Paragraph 3B will stipulate that the project will take five months to complete.

The Board and Staff discussed additional financial obligations due to the modifications.

Mr. Cole noted that the cost of modifying the basins will be borne by CDD #2.

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

Agreement for Access and Construction [Basins I, OH, A1, B1, C, H2, H3], in

substantial form, subject to finalization of Exhibits with District Engineer, District Counsel, Mr. Schmitt, the Developer and Mr. Minor, to include front

access at the guardhouse, subject to District Engineer and District Manager

review after completed and subject to CDD #2 edits, and authorizing the Chair

THIRTEENTH ORDER OF BUSINESS

to execute, was approved.

Acceptance of Unaudited Financial Statements as of February 29, 2024

Breakdown

The Financial Highlights Report was distributed.

Mr. Slater noted that assessment revenue collections were approximately \$200,000 below budget and asked if the funds will be received. Mr. Adams stated the funds represent those that were last to pay their taxes. The revenues will be reflected in the April financials.

The financials were accepted.

438

439

440

441

442

443

444

445 446 447

448

453 454

455

456

457 458

459

460

461

462

463

464

466

467

468

469

470

\$20 per month assessment, as residents expect a certain level of landscaping.

Mrs. Adams stated that landscaping is focusing on the visual aspects this year; next year she wants to begin replacing old, unsightly Ficus hedges. Mr. Schmitt asked Mrs. Adams to work with Mr. Barrow to develop the landscaping budget accordingly.

471

SEVENTEENTH ORDER OF BUSINESS

Supervisors' Requests

FIDDLEDIC ODEEN ODD HA	DDAFT	NA l. 27, 2024
FIDDLER'S CREEK CDD #1 Mr. Slater asked Mr. Hennessey	DRAFT v to ask the landscaning	March 27, 2024
technicians working in the lanes not to		·
parking on a curve. Mr. Hennessey state	-	
parking on a curve. Wil. Hermessey state	ed lie just spoke with the	contractors in this regard.
EIGHTEENTH ORDER OF BUSINESS	Public Comn	nents
Resident and Mulberry Road Vi	illage Association Preside	ent Mike Cote asked why there
are no marked crosswalks in Mulberry	ry, from Club Center Dri	ve to the main gate. Mr. Cole
stated, when the roads were designed a	and permitted approxim	ately 25 years ago, that was the
way it was planned. A crosswalk can be	e installed without stop s	gns on a two-lane road, such as
Campanile, but the amount of traffic on	າ Fiddler's Creek Parkway	makes it problematic.
It was noted that a crosswalk is	present at Champion an	d Mulberry but it is not a zebra
stripe; it is just a designated walkway.	Mr. Cole stated, if it we	re to be considered, a stop sign
could be considered at Mulberry and Be	ellagio, which is more of	a major crosswalk.
Mr. Harian thanked the Board fo	or approving the irrigation	n valve repair for Majorca.
 Action/Agenda or Completed It 	:ems	
This item, previously the Fifteer	nth Order of Business, w	as presented out of order.
Items 3, 4, 6, 7, 9, 10, 11, 13, 14,	, 16, 17, 18 and 21 were	completed.
Item 2: Mr. Christensen voiced h		•
feasible. A similar rock in use at the golf	•	-
	. 222. 32 Was Identified, d	4
NINETEENTH ORDER OF BUSINESS	Adjournmer	ıt
	,	-

There being nothing further to discuss, the meeting adjourned at 9:57 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

	FIDDLER'S CREEK CDD #1	DRAFT	March 27, 2024
500			
501			
502			
503			
504			
505	Secretary/Assistant Secretary	Chair/Vice Chair	

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

ACTION/AGENDA ITEMS

FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION/ AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY DONE BEFORE NXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.27.18	ACTION	Ms. Lord: Status of boundary legal bills. 10.24.18 Pires Lord: Resolve items. 12.09.20 Mr. Pires: Speak w/ Mr. Parisi re CDD legal costs reimbursement. 05.26.21 Mr. Pires: Pursue settlement offer, discuss w/ Mr. Parisi. 06.22.22 Mr. Pires: Send details to Mr. Parisi. 07.27.22 Send pkg. 12.14.22/01.25.23 Mr. Pires: Discuss w/ Mr. Parisi. 04.26.23 Send pkg. 05.31.23 Gather add'l doc; email pkg this week. 01.24.24 : Mr. Haak will assist.	Х			
2	07.26.23	ACTION	Mrs. Adams: Request proposal for removal of all decorative rock and to paint Marsh Cove Bridge. 12.13.23 Bridge project postponed to later date, in partnership with golf course. 03.27.24 Obtain quote to remove and replace with tan rocks.	Х			
3	10.25.23	ACTION	Mr. Parisi: Send warranty pkg for Championship Dr gatehouse to Mrs. Adams.	х			
4	01.24.24	ACTION	Mr. Cole: Schedule ongoing inspection every 6 months for minimum view triangle requirements throughout community.	х			
5	02.28.24	ACTION	Mr. Cole: Inspect area by the benches along the Parkway to the west of the club for potential paver repairs.	Х			
6	02.28.24	ACTION	Mr. Cole: Review plat & advise re: drainage from private roads dedicated to CDD in Runaway.	Х			
7	02.28.24	ACTION	Mr. Pires: Review Interlocal Agreements with CDD #2 [Irrigation Distribution Lines], amend boundaries and eliminate access control. Mrs. Adam: Email updated copy to the Board and Staff.	х			
8	03.27.24	ACTION	Staff: Drive areas with sight line issues; consider exceeding line of sight code requirements in problematic locations including exiting Majorca and at Runaway, and provide recommendations.	х			
9	03.27.24	ACTION	Mr. Cole: Provide budget figures for irrigation and main line valve replacements by April.	Х			
10							

FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	12.13.23	ACTION	Mr. Hennessey: Ensure Juniper removed dead tree at 7621 Mulberry.			X	02.28.24
2	12.13.23	ACTION	Mr. Cole/Mr. Prium: Obtain proposal for restriping Fiddler's Creek Pkwy eastbound.			Х	02.28.24
3	12.13.23	ACTION/ AGENDA	Mrs. Adams: Obtain add'l clarification from Carter Fence re: perimeter fence proposal. 01.24.24: Mr. Schmitt: Meet w/Carter Fence on 01.26.24.			Х	02.28.24
4	01.24.24	ACTION	Mr. Kurth: Include both the GIS and Satellite Maps in Reports.			Х	02.28.24
5	02.28.24	ACTION	Mr. Cole/Mr. Barrow: Inspect area of failed ficus hedge in Cardinal Cove and advise regarding replanting and location of CDD/HOA line.			х	03.27.24
6	02.28.24	ACTION	Mr. Cole/Mr. Schmitt: Inspect potholes on Championship Dr & 3 catch basin tops on Mulberry Lane & Mulberry Court; request proposals.			Х	03.27.24
7	01.24.24	ACTION	Mr. Cole: Research/advise re: private roads w drainage dedicated to CDD.			Х	03.27.24
8	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	03.27.24
9	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	03.27.24
10	02.28.24	ACTION	Mr. Cole: Inspect ADA mats at crosswalks for trip hazards, particularly at Runaway Bay.			х	03.27.24
11	02.28.24	ACTION	Mr. Adams: Email overall Cost Share Agreement & addendums to BOS.			X	03.27.24
12	02.28.24	ACTION	Mr. Cole: Bob Ferguson to meet w Landshore Lake Restoration to inspect areas in Whisper Trace, Cardinal's Cove, Hawk's Nest and Runaway. Presented proposal at next meeting.			Х	03.27.24
13	02.28.24	ACTION	Mr. Cole: Bob Ferguson to inspect & provide estimate for repair at 7666 Mulberry Lane; resident believes repair needs to come out 7'.			Х	03.27.24

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

STAFF REPORTS

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
Ostobou 25, 2022	Dogular Maskins	0.00 454
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 rescheduled to May 29, 2024	Regular Meeting	8:00 AM
May 29, 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.