

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

**REGULAR MEETING
AGENDA**

January 28, 2015

Fiddler's Creek Community Development District #1

6131 Lyons Road, Suite 100 • Coconut Creek, Florida 33073

Phone: (954) 426-2105 • Fax: (954) 426-2147 • Toll-free: (877) 276-0889

ATTENDEES:

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

January 21, 2015

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

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #1 will hold a Regular Meeting on **Wednesday, January 28, 2015 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. Special Counsel Update: Litigation Proceedings
4. Developer's Report/Update
5. Engineer's Report
6. Update: SR 951 Traffic Signal Installation
7. Continued Discussion: Machine for Maintenance of Sidewalks
8. Consideration of Proposal from TEM Systems, Inc., for Security Upgrade
9. Discussion: General Counsel Services
10. Approval of **December 17, 2014** Regular Meeting Minutes
 - o Action Items
11. Other Business
12. Staff Reports
 - A. Attorney
 - B. Manager
 - i. Approval of Unaudited Financial Statements as of December 31, 2014
 - ii. **NEXT MEETING DATE: February 25, 2015 at 8:00 A.M.**
 - C. Operations Manager

13. Supervisors' Requests

14. Adjournment

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

Sincerely,

A handwritten signature in black ink that reads "C. Adams, Jr." with a stylized flourish at the end.

Chesley E. Adams, Jr.
District Manager

TEM Systems, Inc.

PROPOSAL

4747 Nob Hill Road Suite 5, Sunrise, FL 33351
Phone: (954) 577-6044 Email: sroether@temsystems.com Fax: (954) 572-4531
December 10, 2014

Proposal Prepared For:

Fiddlers Creek Community District 1
8156 Fiddlers Creek Parkway
Naples, FL 34114

Project:

Community Security Upgrade

System Overview: TEM Systems proposes to enhance the security at Fiddlers Creek at the locations noted below. Customer to supply all networking, servers, connection service (ie. fiber, etc), poles and electrical. On the Thermal cameras, TEM will supply and install the Thermal cameras on the customers poles or building. On-site costs and travel expense for Sightlogix personnel is additional and not included on this proposal. All video will be point to point, utilizing customer fiber, and will be recorded at the computer center.

Main Guardhouse CCTV Surveillance Upgrade

\$38,963.80 Plus Tax

All cameras at this location will be replaced with IP cameras. All video will be recorded on the customers servers. Camera Locations as follows:

- One (1) Camera, capturing an overview of the Entrance gates.
- One (1) Camera capturing license plates, of vehicles in the Visitor Entrance Lane
- One (1) Camera capturing the Drivers Face on the Resident Entrance Lane
- Two (2) Camera the Visitors Face on the Visitor Entrance Lane
- One (1) Camera capturing the Residents Face on the Resident Exit Lane
- Two (2) Camera the Visitors Face on the Visitor Exit Lane
- One (1) Camera, capturing an overview of the Exit gates.
- Two (2) Cameras capturing license plates, of vehicles in the Exit Lanes
- One (1) **Thermal** cameras will be mounted on the guardhouse, capturing an overview of the front area of the guardhouse.

Championship Guardhouse CCTV Surveillance Upgrade

\$29,667.98 Plus Tax

All cameras at this location will be replaced with IP cameras. All video will be recorded on the customers servers. Camera Locations as follows:

- One (1) Camera, capturing an overview of the gates.
- One (1) Camera capturing license plates, of vehicles in the Entrance Lane
- One (1) Camera capturing the Drivers Face on the Entrance Lane
- One (1) Camera capturing the Drivers Face on the Exit Lane
- One (1) Camera, capturing an overview of the Front area of the Guardhouse.
- One (1) Camera capturing license plates, of vehicles in the Exit Lane
- One (1) **Thermal** camera will be mounted on a customer supplied pole, capturing an overview of the area from the gates, up towards the guardhouse.

Breakdown of System Components:

<u>Qty</u>	<u>Model</u>	<u>Description</u>
2	NS60	Thermal Camera
2	CABLE	Cable for Thermal Camera
1	SLSMCS	SightMonitor Software
1	SLSMMAP	Areal or Site Map
5	EH	Camera Housings License Plate
5	LENS	Lens 12-40
5	AV5115	Box Camera 5MP
4	AV5225	Bullet Camera 5MP
8	AV3146	Dome Camera 3MP
8	D4WMT	Wall Mount for Dome
23	CAMLIC	Camera License
1	MISC	Miscellaneous Materials

Labor, Materials to Install,
Freight and Handling Included.

Subtotal	\$ 68,631.78
Sales Tax	<u>2,883.83</u>
Total Investment (price effective for 90 days)	<u>\$71,515.61</u>

----- By Others -----

- 1 – 120vac, 20amp outlet available at each location.
- 2 – Permits, if required.
- 3 – Travel expenses for Sightlogix technical personnel
- 4. – Sightlogix On-site Personnel at \$1600 per Day
- 5 – Poles, networking equipment, servers etc.

Terms: 50% Deposit with Order, Balance Due upon Completion

Warranty: Parts One Year, Labor One Year.

Delivery: Begin 2 to 4 weeks after receipt of order with the deposit and/or after permit approval (if applicable).

I, as the authorized purchaser, have read this proposal and understand what is being purchased. I agree that there are no verbal commitments, promises, etc., for additional products and/or services, and the only products and/or services being provided are listed on this proposal. I am aware that during the sales process, many products and/or services are discussed and only those listed in this proposal, are actually being purchased. I am also aware of the payment terms listed herein.

Please Initial _____

Disclaimer if it applies:

- TEM will reuse existing wire and other items **without** prior inspection assuming they are in good and useable condition. Items found to be unusable will need to be replaced and additional cost may be incurred.

- TEM Systems is not responsible for any damage or changes regarding irrigation, landscaping, and drainage.
- TEM CCTV Lighting that may be required for the camera system to be provided for adequate picture quality has NOT been included in this contract offering. Low light cameras with automatic iris lenses have been provided in the camera design. These cameras are specifically designed to operate in low light applications. It is not likely additional lighting will be required, however TEM Systems, has not included any cost to provide lighting in the event it is necessary.
- In order to view the DVR system from off premise; you will need a DSL/Cable High Speed connection with a Static IP Address and/or Router at the same location of the DVR. The static IP address allows you to access this specific system via the software from any computer that also has a high-speed connection. The cost for the DSL/Cable subscription and Static IP Address are not included in this proposal.
- In order to view the NVR system, you will need an a network connection with a Static IP Address and/or Router. The static IP address allows you to access this specific system via the software from any computer that also has a high-speed connection. The cost for the DSL/Cable subscription and Static IP Address are not included in this proposal

 The above price includes design / engineering of system, supply / mounting of hardware specified above, control wire connections, low voltage wiring, as well as supervision of complete installation which includes system walk-thru and instruction.

This price **DOES NOT** include concrete, electrical labor and/or materials, elevator services, additional insured and/or performance bonds, any responsibility for pavers, permits, phone lines or DSL, programming of customer data information into software, if required.

NOTES:

TEM reserves the right to substitute any equipment that has been discontinued with models of equal or superior performance. Terms are 50% deposit with order. Net on receipt unless otherwise stated on this document. Account will be charges 1 1/2% per month after 30 days. Canceled orders for stock products are subject to a 25% restocking fee. Special or custom orders are non-cancelable. If customer delays installation is by more than 45 days after scheduled installation date, equipment balance will be due and payable upon receipt of invoice. The aforesaid property is sold and delivered with the condition affixed that the title thereto shall remain in the seller until the purchase price thereof shall have been paid in full. If default shall be made in the payment of any of the aforesaid payments, notes or checks, given in purchase of said property, and shall continue for thirty days. All of said payments, notes or checks shall become due immediately and seller or its assigns shall have the right to retake said property, with or without process of law. The seller may resell said property, so retaken, at public or private sale, and upon such terms and in such manner as it may determine from the proceeds of any such sale, the seller shall deduct all expenses for retaking, repairing and reselling said property, including reasonable attorney's fee: and the balance shall be credited to the amount due on the aforesaid purchase money payment, notes or checks, any surplus shall be paid over the purchaser, and any deficiency shall be paid by him. There shall be no abatement in the purchase price because of damage or destruction of property by fire or otherwise. No representations have been made by the salesman that are not included herein. The purchaser agrees to pay the cost of collection and a reasonable attorney's fees on any part of said purchase price that may be collected by suit or by attorney after the same is past due. It is further understood and agreed that all covenants and agreements of this purchase shall be binding upon and applied to the heirs, executors, agents, legal representatives and assigns of the purchase. The

PROPOSAL

above conditions of purchase and payment are hereby accepted. This order is not in effect until signed by TEM Management.

Thank you once again for your confidence in TEM systems and myself. If you have any questions or I can be of further assistance please do not hesitate to contact me!

Agreed To And Accepted By:

Agreed To And Accepted By:

Client:

Consultant: Scott Roether

Client Title:

Title: Vice President

Client Signature:

Signature:

TEM Management Acceptance: _____ Date: _____

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

3
4 A Regular Meeting of the Board of Supervisors of the Fiddler’s Creek Community
5 Development District #1 was held on **Wednesday, December 17, 2014, at 8:00 a.m.**, at the
6 **Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.**
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8 **Present at the meeting were:**

9
10 Phil Brougham Chair
11 Gerald Bergmoser Vice Chair
12 Richard Peterson Assistant Secretary
13 Robert Slater Assistant Secretary
14 Charles Turner (*via telephone*) Assistant Secretary
15

16 **Also present were:**

17
18 Chuck Adams District Manager
19 Cleo Crismond Assistant Regional Manager
20 Terry Cole District Engineer
21 Tony Pires (*via telephone*) District Counsel
22 Matthew Flores Woodward, Pires & Lombardo, P.A.
23 Carrie Robinson (*via telephone*) Tobin & Reyes, P.A., Litigation Counsel
24 Ron Albeit The Foundation
25 Wes Cleaves Girard Environmental Services
26 Ronnie Simpson Girard Environmental Services
27 Kevin Cook TruGreen Landcare
28 Tre Hilzymer TruGreen Landcare
29 Rick Herndon TruGreen Landcare
30 Residents
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32

33 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

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35 Mr. Adams called the meeting to order at 8:00 a.m., and noted, for the record, that
36 Supervisors Brougham, Bergmoser, Slater and Peterson were present, in person. Supervisor
37 Turner was attending via telephone.
38

39 **On MOTION by Mr. Brougham and seconded by Mr.**
40 **Bergmoser, with all in favor, authorizing Supervisor Turner’s**
41 **attendance and full participation, via telephone, due to**
42 **exceptional circumstances, was approved.**

43 **SECOND ORDER OF BUSINESS** **Public Comments: Non-Agenda Items (3**
44 **minutes per speaker)**

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46 This item was presented after the Sixth Order of Business.

47
48 **THIRD ORDER OF BUSINESS** **Special Counsel Update: Litigation**
49 **Proceedings**

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51 This item was addressed following the Eleventh Order of Business.

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53 **FOURTH ORDER OF BUSINESS** **Developer's Report/Update**

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55 There being no report, the next item followed.

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57 **FIFTH ORDER OF BUSINESS** **Engineer's Report**

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59 Mr. Cole presented an exhibit of the irrigation distribution system that was discussed at a
60 previous meeting. He indicated that the exhibit separates the irrigation systems for CDD #1 and
61 CDD #2 by color; Pump Houses #2 and #4 serve CDD #1.

62 Mr. Brougham recalled that, at the last meeting, the Board deferred consideration of an
63 amendment to the current Interlocal Agreement pending receipt of this exhibit, delineating the
64 distribution lines for each CDD.

65 In response to a question, Mr. Cole explained that irrigation water comes from the lakes;
66 the lakes are interconnected.

67
68 **SIXTH ORDER OF BUSINESS** **Update: SR 951 Traffic Signal**
69 **Installation**

70
71 Mr. Cole advised that a conference call with the Department of Transportation (DOT)
72 was recently held; the DOT's minor comments were addressed and submitted for final review.

73 Mr. Peterson recalled that the issue was related to the signal's timing. Mr. Cole
74 confirmed that was the issue; however, once installed, Collier County will be the party operating
75 the signal.

76 Mr. Cole anticipated receipt of the permit next month and that the signal installation
77 would be completed during the summer.

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

79 ****This item, previously the Second Order of Business, was presented out of order.****

80 Mr. Brougham asked for public comments on non-agenda items.

81 There being no public comments, the next item followed.

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83 **SEVENTH ORDER OF BUSINESS** **Continued Discussion: Installation of**
84 **Traffic Calming Devices at Cherry Oaks**
85 **Trail**

86
87 This item was not discussed. Per Mr. Brougham, this item was an invalid carryover from
88 the previous agenda.

89

90 **EIGHTH ORDER OF BUSINESS** **Continued Discussion/Consideration:**
91 **Draft First Amendment to Interlocal**
92 **Agreement [Irrigation Distribution Lines]**
93 **with District #2**

94
95 Mr. Pires indicated that Mr. Flores will distribute a redline version containing changes
96 requested by CDD #2, at its last meeting; a “clean” revised version for execution was also
97 provided.

98

99 **On MOTION by Mr. Peterson and seconded by Mr.**
100 **Bergmoser, with all in favor, the First Amendment to**
101 **Interlocal Agreement [Irrigation Distribution Lines] with**
102 **District #2, was approved.**

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104

105 Mr. Brougham explained to the audience that the Interlocal Agreement relates to the
106 CDD’s sharing certain costs, on a prorata basis, including irrigation. Several months ago, there
107 was a break in an irrigation line in CDD #1, which cost approximately \$20,000 to repair. He
108 advised that, as a result, CDD #2 suggested that each CDD should be responsible for the repair
109 of its own irrigation distribution lines; the amendment provides for this arrangement.

110

111 **NINTH ORDER OF BUSINESS** **Discussion: Machine for Maintenance of**
112 **Sidewalks (CC)**

113

114 Mr. Brougham indicated that a demonstration of the sidewalk maintenance machine will
115 be held following the meeting.

116 Mr. Brougham recalled that, at the last meeting, Mr. DiNardo referenced the potential for
117 The Foundation and the CDDs agreeing to the purchase of the machine, with The Foundation
118 assuming responsibility for the operation of the machine by one of its employees. He questioned
119 how the purchase could be cost-shared and who would have property rights to the machine.

120 Mr. Albeit felt that the CDDs and The Foundations should look at the machine and, if
121 pleased with it, The Foundation could consider purchasing and operating it, with the CDDs
122 paying The Foundation for the service.

123 Mr. Brougham noted that, currently, the CDDs are responsible for maintaining the
124 sidewalks and roadways and asked if transferring the responsibility to The Foundation could be
125 accomplished through a contractual agreement between the CDDs and The Foundation. Mr.
126 Pires agreed that a contractual agreement would be appropriate; the CDDs could enter into a
127 license agreement to allow The Foundation to perform that service on the Districts’ property.
128 Mr. Pires advised that the CDDs could also use a maintenance agreement with a nominal
129 compensation amount; he concurred that any arrangement should be in written form. Mr.
130 Brougham concurred and noted that he wanted to avoid annual debates regarding whether the
131 CDDs would continue using The Foundation for sidewalk maintenance services. Mr. Brougham
132 expressed his opinion that, if The Foundation has an employee operate the machine, The
133 Foundation should be compensated for the cost of the employee.

134 Mr. Slater questioned if the service would be extended to individual villages. Mr. Albeit
135 stated that The Foundation would not know how far the service could extend, until the capacity
136 of the machine was understood. Mr. Brougham pointed out that there must be a method to bill
137 individual villages. Mr. Bergmoser felt that this matter must be further discussed.

138 Mr. Brougham noted that, combined, the CDDs spend approximately \$100,000 per year
139 for sidewalk cleaning; therefore, purchasing the machine could provide cost savings, depending
140 upon the cost charged by The Foundation.

141 In response to a question Mr. Adams confirmed that the machine can clean gutters and
142 curbs, in addition to sidewalks.

143

144 **TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2015-2,
Relating to the Amendment of the Annual
Budget for the Fiscal Year Beginning
October 1, 2013 and Ending September
30, 2014**

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150 Mr. Adams presented Resolution 2015-2 for the Board's consideration. He explained
151 that this item is necessary to avoid receiving a note in the annual audit. Through the amendment,
152 the Board would be approving use of fund balance to adjust the cumulative total appropriations
153 to be in line with the actual expenditures and year-end figures. Mr. Adams stated that the
154 overages, during Fiscal Year 2014, were primarily related to "Legal - litigation", "Engineering"
155 and "Engineering - FC parkway traffic signal", which were largely unbudgeted expenses. He
156 noted that the Board did not budget for legal expenses but incurred \$122,147 in "Legal -
157 litigation" expenses during the 2014 Fiscal Year. Additionally, "Engineering" was over budget
158 due to the road and lake turnovers, which were not anticipated. The "Engineering - FC parkway
159 traffic signal" expenses were unbudgeted.

160 Mr. Adams indicated that "Legal advertising" was over budget due to additional
161 advertisements related to the bond exchange process and were unanticipated. "Trustee"
162 expenses were over budget due to duplicate expenses because of transferring to a new trustee.
163 "Contractual services" were over budget because several streetlights were replaced and "Capital
164 outlay - traffic signal" was an unbudgeted expense.

165 On Page 2, Mr. Adams pointed out savings under "Landscaping".

166 Mr. Adams summarized that approximately \$130,000 of the fund balance will be rolled
167 up to offset the Fiscal Year 2014 expenditures. He reiterated that the amendment will help the
168 District avoid an unnecessary note in the annual audit.

169 Mr. Bergmoser asked if the "Landscaping" savings was related to the District
170 withholding payment. Mr. Adams replied no; the withheld payments were booked as accounts
171 payable.

172 Mr. Turner pointed out large overages in the "Roadway maintenance" and "Supply
173 system" line items, on Page 2. Mr. Adams indicated that "Roadway maintenance" was over
174 budget because the Board approved a full sidewalk, curb and gutter cleaning program, along with
175 various sidewalk repairs and sign replacements. He stated that "Supply system" was over budget
176 due to pump controller replacements, wet well issues and vandalism at one pump house.

177 In response to a question, Mr. Adams confirmed that, overall, the District's expenses
178 exceeded budget by approximately \$130,000 and "Unassigned" fund balance will be used to
179 offset the overage.

180 Mr. Peterson asked if the traffic light would be funded from the fund balance. Mr.
181 Adams replied affirmatively; the District hoped to recover approximately \$650,000 of
182 construction funds that were misused by the former trustee.

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On MOTION by Mr. Bergmoser and seconded by Mr. Peterson, with all in favor, Resolution 2015-2, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014, was adopted.

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ELEVENTH ORDER OF BUSINESS

**Consideration of Award of Contract –
Landscape Maintenance**

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Ms. Crismond stated that the contract went out to bid; it was advertised and eight companies were invited to attend the pre-bid meeting. She advised that three companies attended the pre-bid meeting; two firms, TruGreen Landcare (TruGreen) and Girard Environmental (Girard) submitted bids.

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Ms. Crismond indicated that TruGreen's bid reflected an increase of approximately 11% over their current contract and Girard's bid was \$15,000 over the amount currently budgeted for Fiscal Year 2015. She noted that both bidders hold large contracts throughout Florida. Ms. Crismond pointed out that Girard failed to submit a bid bond or cashier's check because it was not received in time, as it was lost by FedEx; the next day, Girard provided an official check.

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On MOTION by Mr. Brougham and seconded by Mr. Slater, with all in favor, waiving Girard Environmental's failure to submit a bid bond or cashier's with the bid, due to irregularity, was approved.

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In response to Mr. Pires' question, Ms. Crismond confirmed that the request for bids was advertised, in addition to the District inviting various companies to bid.

Mr. Peterson pointed out that, in the past, Management reviewed the bids and provided a recommendation; however, in this instance, no recommendation was provided.

216 Mr. Brougham recalled that, several years ago, the Board requested that Management
217 refrain from including a recommendation.

218 Mr. Peterson noted numerous issues with TruGreen, over the past year, and asked Ms.
219 Crismond if she wishes to “go through that again” and if she would welcome a change in
220 contractors. Mr. Slater felt that Mr. Peterson’s question was inappropriate. Ms. Crismond stated
221 that there is no way to eliminate whitefly. Mr. Peterson questioned how many times payment
222 was withheld from TruGreen. Ms. Crismond indicated that payment was withheld numerous
223 times due to various reasons.

224 Mr. Slater asked TruGreen why their bid increased 11%, as he believed it to be an
225 extremely high increase.

226 Mr. Tre Hilzmyer introduced himself, Mr. Kevin Cook and Mr. Rick Herndon, all of
227 TruGreen. Regarding the bid of 11% over TruGreen’s current contract, Mr. Hilzmyer advised
228 that labor costs increased by approximately 15%, over the past two years; additionally, chemical
229 costs increased. Mr. Cook noted that, over several years, it was necessary for TruGreen to put a
230 program in place to mitigate the whitefly issues, which came at a high cost but those costs were
231 absorbed by TruGreen. In response to a question, Mr. Cook confirmed that TruGreen’s bid
232 anticipates continuing efforts and costs to control whitefly, as well as increased labor costs.

233 A question was raised regarding whether TruGreen made changes, within the company,
234 to address the difficulties that the District experienced in the past. Mr. Cook replied
235 affirmatively. Mr. Hilzmyer discussed recent actions to address and control the whitefly issues;
236 additionally, he is working to improve TruGreen’s response time, communication with the
237 District and be more proactive. Mr. Hilzmyer discussed staff additions and changes made to
238 improve performance, meet deadlines, reaction to the District’s needs, etc.

239 Mr. Slater asked a Girard representative what percentage of their bid was related to
240 treating whitefly.

241 Mr. Wes Cleaves, of Girard, stated that he must verify the actual figure; Girard utilizes a
242 rotating chemical process to treat whitefly. He agreed that, currently, it is not possible to
243 eliminate whitefly; although, great strides are being made. Mr. Cleaves confirmed that whitefly
244 treatment was included in the bid.

245 Mr. Slater felt that the District typically experiences a large infestation and wanted
246 assurance that Girard would not increase the costs, in order to treat whitefly. Mr. Brougham

247 pointed out that the company would be held to the terms of the contract. Mr. Cleaves confirmed
248 that the cost would not increase.

249 Mr. Cleaves detailed his previous experience, familiarity and understanding of the
250 landscaping in the District, since its inception, while working for different landscape contractors.

251 Mr. Brougham noted that TruGreen recently experienced staff shortages, which
252 contributed to the issues, as evidenced by TruGreen's delays in addressing problems. He asked
253 if TruGreen is currently fully staffed and if they will remain fully staffed.

254 Mr. Hilzmyer stated that he cannot answer from January to mid-July; however, once Mr.
255 Herndon was hired, he hired personnel and was fully staffed within four weeks. He indicated
256 that TruGreen is enrolled in a governmental program in which seasonal immigrant workers come
257 from Mexico.

258 Mr. Brougham voiced his belief that Girard is new to the Southwest Florida area and
259 asked Mr. Cleaves to discuss his experience in staffing, in this area, and to describe his plan to
260 staff the area; he questioned if Mr. Cleaves had staff waiting to work.

261 Mr. Cleaves indicated that Girard has been fortunate with its staffing; however, labor
262 currently costs approximately \$1 more, per hour, than it did 12 months ago. He stated that
263 Girard also participates in the immigrant worker program. Mr. Cleaves advised that Girard
264 recently assumed some large projects in Southwest Florida and is gaining presence. He noted
265 that Girard grew and transitioned in the 2000's from a construction company to maintenance
266 work with national customers, such as Target and Lowes.

267 Mr. Peterson wondered why only two companies submitted bids.

268 Ms. Crismond stated that the request was advertised and she invited eight companies to
269 bid and three attended the pre-bid meeting. One company that attended the pre-bid meeting
270 advised Ms. Crismond that it would not be able to handle a property of this size.

271 Mr. Peterson questioned if the community is large, compared to others. Ms. Crismond
272 indicated that the Fiddler's Creek community is "huge"; the Districts have extremely detailed
273 landscape specifications and hold the contractor responsible for "everything", which might
274 "scare off" some from bidding. Mr. Brougham speculated that it could be related to the scarcity
275 of laborers; some companies might not be sufficiently staffed to take on this job. Mr. Adams
276 noted that a job of this size is a big financial commitment and risk for a company, if the company
277 is not already geared up and staffed; additionally, many new communities are emerging.

278 Mr. Slater recalled a comment from Mr. Cleaves regarding the construction aspect of
279 Girard and asked if Girard's manpower is geared toward construction or if construction and
280 landscape maintenance are separated. Mr. Cleaves indicated that construction services were a
281 vital part of Girard's business but it was removed from focus when construction diminished;
282 however, construction is coming back. Mr. Cleaves confirmed that the maintenance and
283 construction divisions remain separate, within Girard.

284 A Board Member asked if CDD #2 is currently under contract with TruGreen. Mr.
285 Brougham replied affirmatively. It was noted that CDD #2 might select a different company and
286 a question was raised regarding whether the bids were predicated on both CDDs selecting the
287 same company. Mr. Cook indicated that the bid contained standalone pricing; the CDDs would
288 be treated as separate entities and have separate crews. Mr. Brougham pointed out that CDD #2
289 has one more year on its contract with TruGreen.

290 *****Ms. Robinson joined the meeting.*****

291 Mr. Brougham explained the requirements and considerations that the Board must
292 employ when awarding the contract. He read:

293 *".....the District, as appropriate, shall be accepted. "Lowest, most*
294 *responsive, responsible and best bid or proposal" means, in the sole discretion of*
295 *the Board, the lowest cost bid or proposal that is: (A) submitted by a competent,*
296 *responsible person or firm capable and qualified in all respects to perform fully*
297 *the contract requirements and with the integrity and reliability to assure full*
298 *performance and timely completion; and (B) most responsive to the invitation to*
299 *bid or request for proposals, as determined by the Board."*

300 Mr. Brougham indicated that, over the past ten years, the District was serviced by
301 TruGreen and OneSource Landscape & Golf Services (OneSource) and encountered issues with
302 both companies, especially with OneSource, which left the community in a condition that cost
303 \$20,000 to \$30,000 to repair. He explained that whitefly is a persistent, invasive and pervasive
304 issue in Southwest Florida; however, he discounted the whitefly issues and TruGreen's attention
305 to the issue. Mr. Brougham voiced his opinion that TruGreen was late to address the issue with a
306 continuous treatment program, rather, they tried to spot treat, and, as a result, TruGreen incurred
307 significant additional costs and was required to replace a significant amount of landscaping; he
308 hoped that TruGreen learned a lesson. He noted concern with TruGreen's performance during
309 the first year-and-one half of the current contract and the lack of manpower. Mr. Brougham felt

310 that TruGreen tried to skimp on the contract and get away with delaying commencement and
311 completion of work, such as hard-cutting, which points back to TruGreen's lack of manpower
312 and inability to recognize that they must increase staff. He pointed out that TruGreen can say
313 what they want but, in his opinion, TruGreen cannot guarantee that they can maintain the same
314 staffing level. Mr. Brougham expressed his opinion that neither company would be able to
315 perform 100% and perfectly, as landscaping is "a continuous chase"; without proper supervision,
316 there would always be issues.

317 Mr. Slater motioned to award the contract to Girard.

318 Mr. Pires indicated that the motion should include a finding that Girard was the lowest,
319 most responsive, responsible and best bidder to service the District.

320 Mr. Slater felt that the decision was not clear, as Girard's bid was \$815,763.74 and
321 TruGreen's was \$776,566. From a cost perspective, TruGreen was lower; however, the District
322 had continual issues with TruGreen's performance, which is why he preferred a new company.

323 Mr. Pires clarified that the motion must contain the wording specified. He explained that
324 the price might be higher but the Board can select the lowest most responsive, responsible and
325 best bidder for the contract; the proposal that would be most advantageous to the District.

326 Mr. Adams indicated that the Board is "covered" in its decision.

327 Mr. Brougham called for a second to Mr. Slater's motion; the motion died due to lack of
328 a second.

329 Mr. Peterson disclosed that TruGreen services the village that he lives in and voiced his
330 opinion that TruGreen's organization and responsiveness changed; from personal experience, he
331 believed that the past deficiencies with TruGreen are on the road to correction, in a significant
332 way. Mr. Peterson felt that TruGreen's bid price was good and was based on TruGreen's
333 knowledge of the property and truly reflected the community. He stated that Girard might be
334 fully qualified to perform the work but has not done so in Southwest Florida, which is
335 significantly different than Central Florida and has different issues. Mr. Peterson stated that his
336 village did not have whitefly issues because the village treated for it. He indicated that, while
337 there were issues with TruGreen, he used the term "the devil that you know versus the devil that
338 you don't" and voiced his opinion that the issues were tackled and the District gained good
339 knowledge about TruGreen. Mr. Peterson surmised that TruGreen's experience with the
340 property benefits the entire community.

341 Mr. Bergmoser agreed with Mr. Peterson and added that the price difference was his
342 "turning point", as Girard's bid was over the budget amount and TruGreen's bid was slightly
343 below budget.

344 Mr. Turner agreed with the comments.

345

346 **On MOTION by Mr. Peterson and seconded by Mr. Turner,**
347 **with Mr. Brougham, Mr. Bergmoser, Mr. Peterson and Mr.**
348 **Turner in favor and Mr. Slater dissenting, finding that**
349 **TruGreen was the lowest, most responsive, responsible and**
350 **best bidder to service the District, award of the contract for**
351 **landscape maintenance to TruGreen Landcare, was approved.**
352 **(Motion passed 4-1)**

353

354

355 Mr. Brougham thanked Girard for bidding and voiced his hope that the Board treated all
356 bids fairly; he asked Girard to "stay on deck" because "you never know what might happen". He
357 pointed out that, if the District experiences issues with TruGreen, Girard might be the first
358 company that Staff contacts.

359 Mr. Peterson questioned if Mr. Brougham was making a threat. Mr. Brougham stated
360 that it was not a threat, it was a commitment that, if the District experiences significant delays
361 and lack of quality, going forward under the new contract, the District would likely take swifter
362 and more significant action than simply withholding payments. Mr. Brougham stressed that the
363 Board was very patient last year but speculated that TruGreen would not receive the same level
364 of patience this year.

365 *****Mr. Pires left the meeting.*****

366 **▪ Special Counsel Update: Litigation Proceedings**

367 *****This item, previously the Third Order of Business, was presented out of order.*****

368 Ms. Robinson advised that, since the last meeting, Counsel filed a lengthy request to
369 produce asking U.S. Bank to produce documents; this request was in response to 115 separate
370 document requests received by U.S. Bank. Counsel received an extension request, yesterday, for
371 additional time to respond and, as a matter of courtesy, first extensions are almost always
372 granted; therefore, Counsel granted a 30-day extension and the responses will be due January 19,
373 2015. She reported that Counsel is preparing for the hearing on punitive damages in the CDD #2
374 case, which will be enlightening for CDD #1 to determine how to proceed; the hearing is set for
375 December 30, 2014.

376 Mr. Brougham pointed out that the hearing would occur prior to the Board’s next
 377 meeting. He recalled previous discussion that, if the motion for punitive damages is granted to
 378 CDD #2 and Fiddler’s CDD Investor LLC, CDD #1 might proceed with filing a similar motion.
 379 If granted, Mr. Brougham recommended authoring Ms. Robinson to proceed with filing a motion
 380 for punitive damages, on behalf of CDD #1.

381 A question was raised regarding whether there were reasons for the District to not file a
 382 motion for punitive damages. Ms. Robinson replied no; however, she will know better how to
 383 proceed following the upcoming hearing. She pointed out that the judge might not rule at the
 384 hearing.

385

386 **On MOTION by Mr. Brougham and seconded by Mr.**
 387 **Bergmoser, with all in favor, authorization for Special Counsel**
 388 **to file a motion for punitive damages, on behalf of CDD #1, if**
 389 **the motion to allow for the filing for punitive damages, filed by**
 390 **CDD #2 and Fiddler’s CDD Investor LLC is granted, was**
 391 **approved.**

392

393

394

******Mr. Turner left the meeting at 9:00 a.m.******

395

396 **TWELFTH ORDER OF BUSINESS**

Approval of November 19, 2014 Regular Meeting Minutes

397

398

399 Mr. Brougham presented the November 19, 2014 Regular Meeting Minutes and asked for
 400 any additions, deletions or corrections. The following changes were made:

401 Line 46: Change “unuSabal” to “unusable”

402 Lines 76 and 80: Change “9” to “9”” (Changing feet symbol to inches symbol)

403 Line 126: Change “Curland” to Slater”

404 Mr. Brougham asked if the county finished repaving and restriping on SR 951. Mr. Cole
 405 indicated that the project was substantially completed; permanent striping will be laid later. Mr.
 406 Brougham asked who is responsible for replacing the stop sign “on exit”. Ms. Crismond stated
 407 that it is the District’s responsibility. Mr. Peterson advised that, exiting Championship Gate, a
 408 sign is very faded. Ms. Crismond indicated that all of the signs exiting along Championship
 409 Drive should have been replaced with decorative signs; the signs were ordered but she did not
 410 know if all of them were installed.

411 The following change was made:
 412 Line 231: Change “Perici” to “Parisi”

413

414 **On MOTION by Mr. Brougham and seconded by Mr.**
 415 **Peterson, with all in favor, the November 19, 2014 Regular**
 416 **Meeting Minutes, as amended, were approved.**

417

418

419 ○ **Action Items**

420 The action items were not discussed.

421

422 **THIRTEENTH ORDER OF BUSINESS** **Other Business**

423

424 There being no other business, the next item followed.

425

426 **FOURTEENTH ORDER OF BUSINESS** **Staff Reports**

427

428 **A. Attorney**

429 There being nothing additional to report, the next item followed.

430 **B. Manager**

431 **i. Approval of Unaudited Financial Statements as of November 30, 2014**

432 Mr. Brougham presented the Unaudited Financial Statements as of November 30, 2014.

433 *****Ms. Robinson left the meeting.*****

434 Mr. Adams referred to the “General Fund 001” line item, under “Liabilities:”, “Due to
 435 other funds” and noted that the \$7,500 amount was paid from the “General Fund”, to Fishkind
 436 and Associates, in 2011; it was part of the process of correcting the lien roll. The amount was
 437 held in the hopes that the District could file and recover it. He recalled that, as a result of the
 438 testimony of Ms. Alice J. Carlson, of AJC Associates, Inc., during the bankruptcy hearing, it was
 439 realized that Ms. Carlson had not platted properly or placed them in the correct “Debt Service
 440 Fund”. Mr. Adams felt that this was a “housekeeping” item, realized during the bankruptcy
 441 process, that the District had internal record issues. He asked the Board to authorize Staff to
 442 write-down the \$7,500 amount.

443 Mr. Adams indicated that the \$299,478, immediately to the right of the \$7,500, was
 444 primarily related to Weiss Serota invoices that were accrued during the bankruptcy and for which
 445 the District hopes to recover. He explained that, if the District is able to submit for punitive

446 damages, the \$299,478 would be part, if not all, of the District's punitive damages claim; this
447 amount will continue being carried.

448

449 **On MOTION by Mr. Brougham and seconded by Mr.**
450 **Bergmoser, with all in favor, authorization for Staff to write**
451 **off the \$7,500 due from Debt Service Series 2002 Fund to the**
452 **General Fund, was approved.**

453

454

455 Mr. Adams referred to the \$14,291, \$8,770 and \$9,160 amounts to the right of the
456 \$299,478 and advised that those items are property appraiser billings. He explained that the
457 property appraiser sends separate bills and, as those bills cannot be paid from a trust account, the
458 District pays the bills from the "General Fund" then short-pays the trust accounts when funds are
459 transferred to the trustee for each account; these amounts will be resolved on the subsequent
460 unaudited financial statements.

461 Mr. Adams noted the limited activity, as it was early in the new fiscal year.

462 Mr. Bergmoser recalled that, a few months ago, approximately \$600,000 was deposited
463 in the BB&T savings account and the Board authorized the movement of the funds. He pointed
464 out that the bank is charging the District to keep the savings account open.

465 Mr. Brougham noted that "Legal advertising", on Page 2, was at 32% and asked why.
466 Mr. Adams stated that the landscape bid and annual meeting schedules were advertised.

467 **NEXT MEETING DATE: January 28, 2015 at 8:00 A.M.**

468 The next meeting will be held on January 28, 2015 at 8:00 a.m.

469 **C. Operations Manager**

470 Ms. Crismond presented the Operations Report. She reported that, on December 12,
471 2014, approval was received from the Design and Review Committee (DRC) to replace the ficus
472 trees that were damaged and removed due to whitefly.

473 Mr. Brougham recalled that, ten years ago, the District entered into a Landscape
474 Interlocal Agreement with The Foundation, which stated that the District would maintain its
475 landscaping, according to the standard palette and established Fiddler's Creek standards. Mr.
476 Brougham pointed out that the Landscape Interlocal Agreement expired in early November;
477 therefore, he directed District Counsel to research the matter for discussion at a future meeting.
478 He stated that the Board must decide what to do in conjunction with The Foundation and the
479 DRC, with respect to landscape maintenance, replacement, etc., to ensure that all parties are clear

480 with respect to what the District is obligated to do, the latitude and procedure when plants die
481 and must be replaced. He asked that, once Mr. Pires completes his research, this subject be
482 included for discussion, on a future agenda.

483 Mr. Albeit asked for a copy of the expired Interlocal Agreement.

484 Regarding the District’s request to replace the ficus hedge along the perimeter wall from
485 Mahogany Bend to where it connects with Championship Drive with Clusia, Ms. Crismond
486 advised that the DRC retracted the letter received on December 11; a new letter was received on
487 December 15, 2014 approving installation of arboricola. She will obtain proposals.

488 Ms. Crismond indicated that several areas require sod replacement, which she requested
489 TruGreen to complete, since prior to Thanksgiving. Mr. Brougham commented “that is
490 unacceptable”. Ms. Crismond stated that TruGreen has a large sod replacement project on SR
491 951 on the south side from the roadway work; the District’s sod replacement will be completed
492 at the same time.

493 Mr. Brougham asked Staff to not be shy about bringing issues with TruGreen to the
494 Board’s attention.

495

496 **FIFTEENTH ORDER OF BUSINESS** **Supervisors’ Requests**

497

498 Mr. Brougham recalled that, four to six months ago, many residents sent letters to Ms.
499 Pam Lilly, of the county, in support of the draft of the grant to landscape the medians between
500 Fiddler’s Creek and Mainsail. He reported that the county was verbally awarded \$100,000 to
501 complete the project; however, Ms. Lilly was hesitant to make it public until the official letter
502 was received.

503 Mr. Slater questioned why the District is paying for the sod replacement related to the
504 roadway work. Ms. Crismond stated that the county or utilities are not responsible for
505 replacement of landscaping that they damage; the property owner is responsible.

506

507 **SIXTEENTH ORDER OF BUSINESS** **Adjournment**

508

509 There being no further business to discuss, the meeting adjourned.

510

511 **On MOTION by Mr. Slater and seconded by Mr. Bergmoser,**
512 **with all in favor, the meeting adjourned at 9:22 a.m.**

513

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517

518

519

520

521 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2014**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2014**

	General 001	Debt Service Series 2002	Debt Service Series 2005	Debt Service Series 2013 Refunded 1999	Debt Service Series 2013 Refunded 2006	Debt Service Series 2014-1 Refunded 2002B	Debt Service Series 2014-2 Refunded 2002A	Debt Service Series 2014-3 Refunded 2005	Debt Service Series 2014-4 Refunded 2005	Capital Projects Series 2005	Total Governmental Funds
ASSETS											
Operating accounts											
SunTrust	\$ 3,266,298	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,266,298
Broward Bank of Commerce - MMA *	75,394	-	-	-	-	-	-	-	-	-	75,394
Finemark - MMA *	250,740	-	-	-	-	-	-	-	-	-	250,740
Finemark - ICS	16,364	-	-	-	-	-	-	-	-	-	16,364
BB& T - Savings	575	-	-	-	-	-	-	-	-	-	575
Investments											
Revenue	-	-	-	70,403	34,042	-	-	-	-	-	104,445
Revenue - 2005 exchange	-	-	-	-	-	-	-	277	293	-	570
Reserve - series A	-	-	-	433,482	25,002	-	-	-	-	-	458,484
Prepayment - 2002B exchange	-	-	-	-	-	410,355	-	-	-	-	410,355
Interest - 2002A exchange	-	-	-	-	-	-	8,913	-	-	-	8,913
Interest - 2002B exchange	-	-	-	-	-	13,076	-	-	-	-	13,076
Due from general fund	-	-	-	704,877	432,565	449,337	-	-	-	-	1,586,779
Due from other funds	442,046	-	-	-	-	-	-	-	-	-	442,046
Due from Fiddler's Creek CDD #2	11,098	-	-	-	-	-	-	-	-	-	11,098
Deposits	5,125	-	-	-	-	-	-	-	-	-	5,125
Total Assets	<u>\$ 4,067,640</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,208,762</u>	<u>\$ 491,609</u>	<u>\$ 872,768</u>	<u>\$ 8,913</u>	<u>\$ 277</u>	<u>\$ 293</u>	<u>\$ -</u>	<u>\$ 6,650,262</u>
LIABILITIES & FUND BALANCES											
Liabilities:											
Accounts payable	\$ 265,524	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,918	\$ 277,442
Due to other funds											
General fund 001	-	-	299,478	14,291	8,770	9,160	-	-	-	110,347	442,046
Debt service 2013 - refunded 2006	432,565	-	-	-	-	-	-	-	-	-	432,565
Debt service 2013 - refunded 1999	704,877	-	-	-	-	-	-	-	-	-	704,877
Debt service 2014-1	449,337	-	-	-	-	-	-	-	-	-	449,337
Total liabilities	<u>1,852,303</u>	<u>-</u>	<u>299,478</u>	<u>14,291</u>	<u>8,770</u>	<u>9,160</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>122,265</u>	<u>2,306,267</u>
Fund balances:											
Assigned:											
Debt service	-	-	(299,478)	1,194,471	482,839	863,608	8,913	277	293	-	2,250,923
Capital projects	-	-	-	-	-	-	-	-	-	(122,265)	(122,265)
Unassigned	2,215,337	-	-	-	-	-	-	-	-	-	2,215,337
Total fund balances	<u>2,215,337</u>	<u>-</u>	<u>(299,478)</u>	<u>1,194,471</u>	<u>482,839</u>	<u>863,608</u>	<u>8,913</u>	<u>277</u>	<u>293</u>	<u>(122,265)</u>	<u>4,343,995</u>
Total liabilities and fund balance	<u>\$ 4,067,640</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,208,762</u>	<u>\$ 491,609</u>	<u>\$ 872,768</u>	<u>\$ 8,913</u>	<u>\$ 277</u>	<u>\$ 293</u>	<u>\$ -</u>	<u>\$ 6,650,262</u>

*These accounts were not reconciled as the statements were not available prior to the agenda package ship date.

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED DECEMBER 31, 2014**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 884,763	\$ 1,536,850	\$ 1,968,053	78%
Developer assessment	56,979	140,193	825,174	17%
Interest	85	215	3,500	6%
Miscellaneous	-	1,685	13,000	13%
Total revenues	<u>941,827</u>	<u>1,678,943</u>	<u>2,809,727</u>	60%
EXPENDITURES				
Administrative				
Supervisors	1,077	3,445	12,918	27%
Management	4,945	14,835	59,339	25%
Assessment roll preparation	24,990	24,990	24,990	100%
Accounting services	1,615	4,844	19,377	25%
Audit	-	-	15,100	0%
Legal	9,087	9,606	25,000	38%
Legal - litigation	-	-	100,000	0%
Engineering	-	-	20,000	0%
Telephone	53	159	637	25%
Postage	96	744	2,000	37%
Insurance	-	18,501	18,902	98%
Printing and binding	53	159	637	25%
Legal advertising	-	318	1,000	32%
Office supplies	68	85	750	11%
Annual district filing fee	-	175	175	100%
Trustee	-	-	15,500	0%
Arbitrage rebate calculation	-	-	4,000	0%
Contingencies	96	282	2,000	14%
Dissemination agent	929	2,787	11,147	25%
Total administrative	<u>43,009</u>	<u>80,930</u>	<u>333,472</u>	24%
Field management				
Field management services	2,143	6,431	25,722	25%
Total field management	<u>2,143</u>	<u>6,431</u>	<u>25,722</u>	25%
Water management maintenance				
Other contractual	12,516	25,032	398,773	6%
Fountains	9,734	17,264	47,500	36%
Total water management maintenance	<u>22,250</u>	<u>42,296</u>	<u>446,273</u>	9%
Street lighting				
Contractual services	-	-	12,000	0%
Electricity	3,148	6,099	33,000	18%
Holiday lighting program	-	-	12,000	0%
Miscellaneous	-	-	1,500	0%
Capital outlay - traffic signal	816	816	-	N/A
Total street lighting	<u>3,964</u>	<u>6,915</u>	<u>58,500</u>	12%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED DECEMBER 31, 2014**

	Current Month	Year To Date	Budget	% of Budget
Landscaping				
Other contractual - landscape maintenance	195,653	195,653	935,000	21%
Improvements and renovations	2,200	6,188	145,000	4%
Contingencies	-	-	35,600	0%
Total landscaping	<u>197,853</u>	<u>201,841</u>	<u>1,115,600</u>	18%
Access control				
Contractual services	26,571	39,898	390,310	10%
Rentals and leases	-	-	25,199	0%
Fuel	2,091	2,091	10,405	20%
Repairs and maintenance - parts	773	1,935	4,877	40%
Repairs and maintenance - gatehouse	2,496	2,496	16,258	15%
Insurance	-	5,154	7,055	73%
Operating supplies	4,025	6,059	29,264	21%
Capital outlay	-	-	84,540	0%
Total access control	<u>35,956</u>	<u>57,633</u>	<u>567,908</u>	10%
Roadway				
Contractual services	399	798	5,000	16%
Roadway maintenance	550	45,550	50,000	91%
Total roadway	<u>949</u>	<u>46,348</u>	<u>55,000</u>	84%
Irrigation supply				
Electricity	22	45	750	6%
Repairs and maintenance	231	339	1,500	23%
Supply system	14,997	34,017	133,250	26%
Total irrigation supply	<u>15,250</u>	<u>34,401</u>	<u>135,500</u>	25%
Other fees & charges				
Property appraiser	-	30,706	30,751	100%
Tax collector	17,696	30,738	41,001	75%
Write off debt	7,500	7,500	-	N/A
Total other fees & charges	<u>25,196</u>	<u>68,944</u>	<u>71,752</u>	96%
Total expenditures	<u>346,570</u>	<u>545,739</u>	<u>2,809,727</u>	19%
Excess/(deficiency) of revenues over/(under) expenditures	595,257	1,133,204	-	
Fund balances - beginning	1,620,080	1,082,133	1,100,204	
Fund balances - ending	<u>\$ 2,215,337</u>	<u>\$ 2,215,337</u>	<u>\$ 1,100,204</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2002
FOR THE PERIOD ENDED DECEMBER 31, 2014**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Misc income	\$ 7,500	\$ 7,500	\$ -	N/A
Total revenues	<u>7,500</u>	<u>7,500</u>	<u>-</u>	N/A
EXPENDITURES				
Debt service				
Total debt service	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Excess/(deficiency) of revenues over/(under) expenditures	7,500	7,500	-	
Net change in fund balances	7,500	7,500	-	
Fund balances - beginning	(7,500)	(7,500)	-	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2005
FOR THE PERIOD ENDED DECEMBER 31, 2014**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: off-roll	\$ -	\$ -	\$ -	N/A
Total revenues	<u>-</u>	<u>-</u>	<u>-</u>	N/A
EXPENDITURES				
Debt service				
Total debt service	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Net change in fund balances	-	-	-	
Fund balances - beginning	(299,478)	(299,478)	-	
Fund balances - ending	<u>\$ (299,478)</u>	<u>\$ (299,478)</u>	<u>\$ -</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2013 (REFUNDED SERIES 1999)
FOR THE PERIOD ENDED DECEMBER 31, 2014**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ 410,065	\$ 712,290	\$ 915,996	78%
Interest	4	14	-	N/A
Total revenues	<u>410,069</u>	<u>712,304</u>	<u>915,996</u>	78%
EXPENDITURES				
Debt service				
Principal	-	-	665,000	0%
Interest	-	114,900	209,800	55%
Total debt service	<u>-</u>	<u>114,900</u>	<u>874,800</u>	13%
Other fees & charges				
Property appraiser	-	14,291	14,312	100%
Tax collector	8,202	14,246	19,083	75%
Total other fees & charges	<u>8,202</u>	<u>28,537</u>	<u>33,395</u>	85%
Total expenditures	<u>8,202</u>	<u>143,437</u>	<u>908,195</u>	16%
Excess/(deficiency) of revenues over/(under) expenditures	401,867	568,867	7,801	
Fund balances - beginning	792,604	625,604	602,151	
Fund balances - ending	<u>\$ 1,194,471</u>	<u>\$ 1,194,471</u>	<u>\$ 609,952</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2013 (REFUNDED SERIES 2006)
FOR THE PERIOD ENDED DECEMBER 31, 2014**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 251,651	\$ 437,123	\$ 562,087	78%
Interest	1	2	-	N/A
Total revenues	<u>251,652</u>	<u>437,125</u>	<u>562,087</u>	78%
EXPENDITURES				
Debt service				
Principal	-	-	465,000	0%
Interest	-	45,706	71,413	64%
Total debt service	<u>-</u>	<u>45,706</u>	<u>536,413</u>	9%
Other fees & charges				
Property appraiser	-	8,770	8,783	100%
Tax collector	5,034	8,743	11,710	75%
Total other fees & charges	<u>5,034</u>	<u>17,513</u>	<u>20,493</u>	85%
Total expenditures	<u>5,034</u>	<u>63,219</u>	<u>556,906</u>	11%
Excess/(deficiency) of revenues over/(under) expenditures	246,618	373,906	5,181	
Fund balances - beginning	236,221	108,933	92,731	
Fund balances - ending	<u>\$ 482,839</u>	<u>\$ 482,839</u>	<u>\$ 97,912</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-1 (REFUNDED SERIES 2002B)
FOR THE PERIOD ENDED DECEMBER 31, 2014**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ 263,962	\$ 622,442	\$ 587,110	106%
Assessment levy: off-roll	399,326	399,326	163,936	244%
Total revenues	<u>663,288</u>	<u>1,021,768</u>	<u>751,046</u>	136%
EXPENDITURES				
Debt service				
Principal	-	-	165,000	0%
Interest	-	163,935	364,673	45%
Total debt service	<u>-</u>	<u>163,935</u>	<u>529,673</u>	31%
Debt service				
Cost of issuance	7,500	7,500	-	N/A
Total debt service	<u>7,500</u>	<u>7,500</u>	<u>-</u>	N/A
Total expenditures	<u>7,500</u>	<u>171,435</u>	<u>529,673</u>	N/A
Other fees & charges				
Property appraiser	-	9,160	9,174	100%
Tax collector	5,280	9,171	12,231	75%
Total other fees & charges	<u>5,280</u>	<u>18,331</u>	<u>21,405</u>	86%
Total expenditures	<u>12,780</u>	<u>189,766</u>	<u>551,078</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	650,508	832,002	199,968	
Fund balances - beginning	<u>213,100</u>	<u>31,606</u>	<u>20,615</u>	
Fund balances - ending	<u>\$ 863,608</u>	<u>\$ 863,608</u>	<u>\$ 220,583</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-2 (REFUNDED SERIES 2002A)
FOR THE PERIOD ENDED DECEMBER 31, 2014**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ -	\$ 326,207	\$ 1,030,645	32%
Total revenues	<u>-</u>	<u>326,207</u>	<u>1,030,645</u>	32%
EXPENDITURES				
Debt service				
Principal	-	-	305,000	0%
Interest	-	326,207	725,645	45%
Total debt service	<u>-</u>	<u>326,207</u>	<u>1,030,645</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Fund balances - beginning	8,913	8,913	8,913	
Fund balances - ending	<u>\$ 8,913</u>	<u>\$ 8,913</u>	<u>\$ 8,913</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-3 (REFUNDED SERIES 2005)
FOR THE PERIOD ENDED DECEMBER 31, 2014**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ -	\$ 180,804	\$ 551,570	33%
Total revenues	<u>-</u>	<u>180,804</u>	<u>551,570</u>	33%
EXPENDITURES				
Debt service				
Principal	-	-	145,000	0%
Interest	-	182,770	406,570	45%
Total debt service	<u>-</u>	<u>182,770</u>	<u>551,570</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	-	(1,966)	-	
Fund balances - beginning	<u>277</u>	<u>2,243</u>	<u>2,243</u>	
Fund balances - ending	<u>\$ 277</u>	<u>\$ 277</u>	<u>\$ 2,243</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-4 (REFUNDED SERIES 2005)
FOR THE PERIOD ENDED DECEMBER 31, 2014**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ -	\$ 190,863	\$ 579,188	33%
Total revenues	<u>-</u>	<u>190,863</u>	<u>579,188</u>	33%
EXPENDITURES				
Debt service				
Principal	-	-	150,000	0%
Interest	-	192,937	429,188	45%
Total debt service	<u>-</u>	<u>192,937</u>	<u>579,188</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	-	(2,074)	-	
Fund balances - beginning	293	2,367	2,367	
Fund balances - ending	<u>\$ 293</u>	<u>\$ 293</u>	<u>\$ 2,367</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2005
FOR THE PERIOD ENDED DECEMBER 31, 2014**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 Fund balances - beginning	 <u>(122,265)</u>	 <u>(122,265)</u>
Fund balances - ending	<u><u>\$ (122,265)</u></u>	<u><u>\$ (122,265)</u></u>