FIDDLER'S CREEK

COMMUNITY DEVELOPMENT DISTRICT #1

REGULAR MEETING AGENDA

February 27, 2019

Fiddler's Creek Community Development District #1

OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W●Boca Raton, Florida 33431
Phone: (561) 571-0010●Fax: (561) 571-0013●Toll-free: (877) 276-0889

February 20, 2019

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

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 February 27, 2019 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
4. Developer's Report
5. Engineer's Report: *Hole Montes, Inc.*
   - Discussion: Timeline of the Sidewalk Repair Project and Plans to Redirect Traffic
6. Consideration of Settlement Documents
   A. Irrevocable General Release – Fiddler's Creek CDD #1 to U.S. Bank National Association
   B. Irrevocable General Release – U.S. Bank National Association to Fiddler's Creek CDD #1
   C. Settlement Agreement
7. Continued Discussion/Update: Hurricane Irma Recovery
8. Acceptance of Unaudited Financial Statements as of January 31, 2019
9. Consideration of Minutes
   A. January 23, 2019 Regular Meeting
   B. January 30, 2019 Continued Meeting

10. Action Items

11. Staff Reports
    A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
    B. District Manager: *Wrathell, Hunt and Associates, LLC*
        - NEXT MEETING DATE: March 27, 2019 at 8:00 A.M.
    C. Operations Manager: *Wrathell, Hunt and Associates, LLC*
    D. Director of Safety, Health and Environment: *Shane Willis*

12. Supervisors' Requests

13. Public Comments

14. 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

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1

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IRREVOCABLE GENERAL RELEASE

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Fiddler's Creek Community Development District 1 (the "Releasor"), hereby releases, acquits and forever discharges U.S. Bank National Association, as Trustee and in its direct capacity (collectively the "Released Parties"), from any and all charges, complaints, claims, liabilities, obligations, expenses, damages, actions, causes of action and demands of any nature whatsoever, whether known or unknown, whether in law or in equity, whether based in contract, tort, statute or any other theory of recovery, whether for compensatory, punitive or other forms of damages, which the Releasor had, now has or may in the future have against the Released Parties from the beginning of the world to the date of this Irrevocable General Release ("Claims"), including without limitation, those claims which were raised or could have been raised in the action styled Fiddler's Creek Community Development District 2 v. U.S. Bank National Association, as Trustee, et al., Case No. 2011-CA-3947, Circuit Court of Collier County, Florida, which was later consolidated with, U.S. Bank National Association, as Trustee v. Fiddler CDD Investor LLC, et al. Circuit Court of Collier County, Florida (collectively, the "Civil Action").

Notwithstanding the foregoing, nothing contained herein shall release, discharge or excuse the Released Parties from performing all of their obligations set forth in that certain Settlement Agreement executed in the Civil Action on February ____, 2019 ("Settlement Agreement").

The Releasor hereby expressly acknowledges, warrants and represents that (i) this Irrevocable General Release was signed only after due consideration with counsel of its choice; (ii) it was not fraudulently induced, coerced or intimidated to sign this Irrevocable General

Release; and (iii) Releasor owns and holds any Claims that may have once been owned, held, asserted or controlled by Fiddler's Creek Community Development District 1, and that any such Claims are also released hereby. In signing this Irrevocable General Release, Releasor has not relied upon any oral or written statements or acts made by the other party, or its attorneys or agents, other than as expressly stated in writing herein and/or in the Settlement Agreement.

The Releasor hereby warrants and represents that it has not assigned, conveyed or otherwise transferred any portion of the Claims to any other party, and that the Releasor, alone, has the full legal authority and ability to release the Claims as set forth herein.

This Irrevocable General Release shall be governed by and construed under the laws of the State of Florida, and the exclusive venue of any claim arising from or relating to this Irrevocable General Release shall be in the Florida state court of appropriate jurisdiction in Collier County, Florida.

[SIGNATURE ON FOLLOWING PAGE]

Fiddler's Creek Community Development District 1

By: _____

Its: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of February, 2019, by _____, _____ of **Fiddler's Creek Community Development District 1**, who is personally known to me [____] or has produced _____ as identification.

NOTARY PUBLIC

_____
Print Name:_____
My Commission No.:_____
My Commission Expires:_____

IRREVOCABLE GENERAL RELEASE

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, U.S. Bank National Association, as Trustee, and in its direct capacity (collectively the "Releasors"), hereby release, acquit and forever discharge Fiddler's Creek Community Development District 1 (the "Released Party"), from any and all charges, complaints, claims, liabilities, obligations, expenses, damages, actions, causes of action and demands of any nature whatsoever, whether known or unknown, whether in law or in equity, whether based in contract, tort, statute or any other theory of recovery, whether for compensatory, punitive or other forms of damages, which the Releasors had, now have or may in the future have against the Released Party from the beginning of the world to the date of this Irrevocable General Release ("Claims"), including without limitation, those claims which were raised or could have been raised in the action styled Fiddler's Creek Community Development District 2 v. U.S. Bank National Association, as Trustee, et al., Case No. 2011-CA-3947, Circuit Court of Collier County, Florida, which was later consolidated with, U.S. Bank National Association, as Trustee v. Fiddler CDD Investor LLC, et al. Circuit Court of Collier County, Florida (collectively, the "Civil Action").

Notwithstanding the foregoing, nothing contained herein shall release, discharge, or excuse the Released Party from performing all of its obligations set forth in that certain Settlement Agreement executed in the Civil Action on February ____, 2019 ("Settlement Agreement").

The Releasors hereby expressly acknowledge, warrant and represent that (i) this Irrevocable General Release was signed only after due consideration with counsel of their choice; and (ii) they were not fraudulently induced, coerced or intimidated to sign this

Irrevocable General Release. In signing this Irrevocable General Release, Releasors have not relied upon any oral or written statements or acts made by the other party, or its attorneys or agents, other than as expressly stated in writing herein and/or in the Settlement Agreement.

The Releasors hereby warrant and represent that they have not assigned, conveyed or otherwise transferred any portion of the Claims to any other party, and that the Releasors, alone, have the full legal authority and ability to release the Claims as set forth herein.

This Irrevocable General Release shall be governed by and construed under the laws of the State of Florida, and the exclusive venue of any claim arising from or relating to this Irrevocable General Release shall be in the Florida state court of appropriate jurisdiction in Collier County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

U.S. Bank National Association, as Trustee

_____

By: Kathryn Broecker, Vice President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of February, 2019, by Kathryn Broecker, Vice President of **U.S. Bank National Association, as Trustee**, who is personally known to me [____] or has produced _____ as identification.

NOTARY PUBLIC

_____

Print Name:_____

My Commission No.:_____

My Commission Expires:_____

U.S. Bank National Association in its direct capacity

_____

By: Kristina L. Carlson, Senior Vice President

STATE OF MINNESOTA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of February, 2019, by Kristina L. Carlson, Senior Vice President of **U.S. Bank National Association, in its direct capacity**, who is personally known to me [____] or has produced _____ as identification.

NOTARY PUBLIC

_____

Print Name:_____

My Commission No.:_____

My Commission Expires:_____

ORL 299619407v2

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this ____ day of February, 2019 by and among U.S. Bank National Association, as Trustee ("Trustee") and U.S. Bank National Association, in its direct capacity ("Bank") (collectively, the "U.S. Bank Parties") and Fiddler's Creek Community Development District 1 ("CDD1") (each a "Party," and, collectively, the "Parties").

R E C I T A L S:

WHEREAS, CDD1 asserts certain claims against the U.S. Bank Parties in the civil action styled Fiddler's Creek Community Development District 2 v. U.S. Bank National Association, as Trustee, et al., Case No. 2011-CA-003947, Circuit Court of Collier County, Florida, which was later consolidated with U.S. Bank National Association, as Trustee v. Fiddler CDD Investor LLC, et al., Case No. 2013-CA-001143, Circuit Court of Collier County, Florida (collectively, the "Civil Action");

WHEREAS, CDD1 filed certain claims in the Civil Action against the Trustee and the Bank;

WHEREAS, the Parties dispute all claims asserted against them in the Civil Action, and deny liability for all such claims;

WHEREAS, to avoid the continued cost, inconvenience, hardship and uncertainty of litigating the claims among them in the Civil Action, the Parties are desirous of conclusively resolving their disputes and providing for the settlement of all claims asserted (or capable of being asserted) among them in the Civil Action; and

WHEREAS, this Agreement is intended to memorialize the essential terms and conditions upon which the claims among the Parties in the Civil Action will be settled and resolved.

NOW, THEREFORE, for $10.00 and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by the Parties, the U.S. Bank Parties and CDD1 hereby agree as follows:

1. The foregoing recitals are adopted herein as material terms of this Agreement.

2. CDD1 hereby warrants and represents to each of the U.S. Bank Parties that it (CDD1) has no current, existing or ongoing banking or business relationships with the Bank or the Trustee.

3. The essential terms to be performed under this Agreement are as follows:

   a. within thirty (30) days of the date of Board approval set forth in paragraph 4 below, the U.S. Bank Parties shall pay to CDD1 the total lump sum of One Hundred and Seventy-Two Thousand, Five Hundred Dollars and No/100ths ($172,500.00) ("Settlement Amount");

   b. prior to (or simultaneously with) the remittance to CDD1 of the Settlement Amount, the U.S. Bank Parties shall execute and deliver to CDD1 an Irrevocable General Release in the form outlined in Exhibit "A" attached hereto and incorporated herein by this reference;

   c. immediately upon its receipt of the Settlement Amount in cleared funds, CDD1 shall execute and deliver to the U.S. Bank Parties an Irrevocable General Release in the form outlined in Exhibit "B" attached hereto and incorporated herein by this reference;

   d. within five (5) days of the Parties' exchange of the executed Exhibit "A" and Exhibit "B" attached hereto, counsel for the Parties shall execute and file in the Civil Action the Joint Stipulation for Dismissal of Claims *With*

Prejudice in the form outlined in Exhibit "C" attached hereto and incorporated herein by this reference;

e. except as otherwise may be required, prohibited or limited by Florida law or by Florida Statutes, including but not limited to existing case law, Section 69.081(8), (9), Florida Statutes and Chapters 119, 190, 286 and 768, Florida Statutes, the parties to this settlement agree that the parties shall not, either directly or through counsel or any other representative, issue or make any press release, media announcement or similar other public statement intended for release to the general public that discloses the terms and conditions of this Agreement, or the settlement contemplated hereby. In addition to any disclosures required by Florida law or Florida statutes as noted above, the Parties and/or their representatives, including agents, managers, brokers, financial advisers and attorneys, may disclose the terms of this Agreement and settlement to those persons, such as attorneys, accountants, auditors, consulting experts, financial advisers, bond buyers, state or local governments, financial institutions and the like, within their respective governmental or business situations to accomplish necessary auditing, accounting and financial reporting, as well as borrowing or financing; and

f. nothing contained herein or in the Irrevocable General Releases is intended to waive or release any of the obligations created by or existing under this Agreement.

4. The undersigned supervisor is authorized to execute this Agreement subject to final Board approval after execution by both Parties, which approval shall be sought at the first available Board meeting after execution of the Agreement. Upon approval by the Board, this Agreement shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, assigns and successors and shall inure to the benefit of each party and their respective heirs, administrators, representatives, executors, successors, and

assigns. In the event that the Board does not unconditionally approve this Agreement as signed at the first available Board meeting, this Agreement shall be null and void and of no further effect.

5. Time is of the essence in the performance of all duties and undertakings prescribed by this Agreement.

6. The Parties to this Agreement have been represented by counsel of their choice in negotiating and executing this Agreement, and, prior to signing same, had ample opportunity to consult with counsel and other advisors regarding the meaning and import of this Agreement. The Parties knowingly and voluntarily execute this Agreement fully aware of its legal effect.

7. To the extent any Party hereto is required to or desires to provide notice to any other Party concerning any issue arising under this Agreement, such notice shall be made in writing and addressed to the other party(ies) as follows:

If to the U.S. Bank Parties: **Kathryn Broecker**
Vice President, Corporate Trust Services
U.S. Bank National Association
225 East Robinson Street, Suite 250
Orlando, Florida 32801
Telephone: (407) 835-3802
Email: kathy.broecker@usbank.com

With a copy to: **I. William Spivey, II, Esq.**
Courtney M. Keller, Esq.
Greenberg Traurig, P.A.
450 South Orange Avenue, Suite 650
Orlando, Florida 32801
Telephone: (407) 420-1000
Email: spiveyw@gtlaw.com
Email: kellerc@gtlaw.com

If to CDD1: **Chesley Adams**
District Manager for
Fiddler's Creek Community Development District 1
2300 Glades Road, Suite 410W

Boca Raton, Florida 33431
Phone: (561) 571-0010
Email: adamsc@whhassociates.com

With a copy to:

Ricardo Reyes, Esq.
Carrie Stolzer Robinson, Esq.
Tobin & Reyes, P.A.
Mizner Park Office Tower, Suite 510
225 N.E. Mizner Boulevard
Boca Raton, Florida 33432
Email: rar@tobinreyes.com
Email: csrobinson@tobinreyes.com

Such notice shall be provided by email and by overnight delivery.

8. This Agreement and its integrated exhibits set forth the complete understanding among the Parties regarding the subject matter hereof, and there are no other oral or written understandings or agreements regarding this subject matter. This Agreement may not be modified orally, but only by another written instrument duly executed by the Parties hereto.

9. This Agreement shall be governed by and interpreted in accordance with Florida law. In the event of any dispute or controversy arising from or relating to this Agreement, such dispute or controversy shall be litigated exclusively in the Circuit Court of Collier County, Florida.

10. In any action to enforce this Agreement (including an action for specific performance and/or injunctive relief), the prevailing party shall be entitled to his/its reasonable attorneys' fees, expenses and costs, as determined by the court.

11. This Agreement was mutually negotiated and drafted by the Parties and their counsel at arms-length, and there are no presumptions in the construction or interpretation of the Agreement.

12. This Agreement shall be binding upon the Parties hereto and their respective affiliates, successors, heirs, assigns and transferees.

13. Each of the Parties to this Agreement shall bear their own attorneys' fees and costs of the Civil Action.

14. For the convenience of the Parties, this Agreement may be executed in identical counterparts, and, when the counterpart versions are taken collectively, shall constitute a single unified Agreement. Facsimile signatures shall have the same force and effect as original signatures.

Exhibits Incorporated Herein By Reference

Exhibit "A"	Irrevocable General Release executed by U.S. Bank Parties in favor of CDD1
Exhibit "B"	Irrevocable General Release executed by CDD1 in favor of U.S. Bank Parties
Exhibit "C"	Joint Stipulation for Dismissal of Claims *With Prejudice*

[SIGNATURES ON FOLLOWING SEPARATE PAGES]

U.S. Bank National Association, as Trustee

_____

By: Kathryn Broecker, Vice President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of February, 2019, by Kathryn Broecker, Vice President of **U.S. Bank National Association, as Trustee**, who is personally known to me [____] or has produced _____ as identification.

NOTARY PUBLIC

_____

Print Name:_____

My Commission No.:_____

My Commission Expires:_____

U.S. Bank National Association in its direct capacity

_____

By: Kristina L. Carlson, Senior Vice President

STATE OF MINNESOTA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of February, 2019, by Kristina L. Carlson, Senior Vice President of **U.S. Bank National Association in its direct capacity**, who is personally known to me [____] or has produced _____ as identification.

NOTARY PUBLIC

_____

Print Name:_____

My Commission No.:_____

My Commission Expires:_____

Fiddler's Creek Community Development District 1

_____

By: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of February, 2019, by _____, _____ of **Fiddler's Creek Community Development District 1**, who is personally known to me [____] or has produced _____ as identification.

NOTARY PUBLIC

_____

Print Name:_____

My Commission No.:_____

My Commission Expires:_____

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1

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FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2019

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2019

	General 001	Debt Service Series 2013 Refunded 1999	Debt Service Series 2013 Refunded 2006	Debt Service Series 2014-1 Refunded 2002B	Series 2014-2A Refunded 2002A	Series 2014-2B 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	$ 2,122,203	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,122,203
Assessment account-Iberia	300,432	-	-	-	-	-	-	-	-	300,432
Centennial Bank - MMA	76,978	-	-	-	-	-	-	-	-	76,978
Finemark - MMA	19,173	-	-	-	-	-	-	-	-	19,173
Investments										
Revenue	-	816,465	-	467,176	58	474,174	103	109	-	1,758,085
Reserve - series A	-	442,061	-	-	-	101,876	-	-	-	543,937
Prepayment	-	2,313	-	-	231,565	148,629	-	-	-	382,507
Prepayment - 2002B exchange	-	-		3,380	-	-	-	-	-	3,380
Due from other funds										
Debt service 2013 refund 2006	29,167	-	-	-	-	-	-	-	-	29,167
Capital project 2005	132,078	-	-	-	-	-	-	-	-	132,078
Due from Fiddler's Creek CDD #2	26,796	-	-	-	-	-	-	-	-	26,796
Due from general fund	-	82,995	-	51,213	-	51,490	-	-	-	185,698
Deposits	5,125	-	-	-	-	-	-	-	-	5,125
Total Assets	$ 2,711,952	$ 1,343,834	$ -	$ 521,769	$ 231,623	$ 776,169	$ 103	$ 109	$ -	$ 5,585,559
LIABILITIES & FUND BALANCES										
Liabilities:										
Accounts payable	$ 106	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 106
Due to other funds										
General fund 001	-	-	29,167	-	-	-	-	-	132,078	161,245
Debt service 2013 - refunded 199	82,995	-	-	-	-	-	-	-	-	82,995
Debt service 2014-1	51,213	-	-	-	-	-	-	-	-	51,213
Debt service 2014-2	51,490	-	-	-	-	-	-	-	-	51,490
C&C tree svc retainage	4,942	-	-	-	-	-	-	-	-	4,942
Total liabilities	190,746	-	29,167	-	-	-	-	-	132,078	351,991
Fund balances:										
Restricted for										
Debt service	-	1,343,834	(29,167)	521,769	231,623	776,169	103	109	-	2,844,440
Capital projects	-	-	-	-	-	-	-	-	(132,078)	(132,078)
Unassigned	2,521,206	-	-	-	-	-	-	-	-	2,521,206
Total fund balances	2,521,206	1,343,834	(29,167)	521,769	231,623	776,169	103	109	(132,078)	5,233,568
Total liabilities and fund balance	$ 2,711,952	$ 1,343,834	$ -	$ 521,769	$ 231,623	$ 776,169	$ 103	$ 109	$ -	$ 5,585,559

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED JANUARY 31, 2019

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	$ 286,413	$ 2,386,127	$ 2,925,054	82%
Assessment levy: off-roll	75,009	150,019	450,056	33%
Interest	170	430	2,200	20%
Miscellaneous	2,812	5,371	15,000	36%
Total revenues	364,404	2,541,947	3,392,310	75%
EXPENDITURES				
Administrative				
Supervisors	1,077	4,306	12,918	33%
Management	5,044	20,175	60,525	33%
Assessment roll preparation	-	25,490	25,490	100%
Accounting services	1,647	6,588	19,764	33%
Audit	-	-	15,400	0%
Legal	1,682	5,042	25,000	20%
Legal - litigation	27,369	51,823	35,000	148%
Engineering	7,076	14,616	30,000	49%
Telephone	61	244	731	33%
Postage	48	541	2,300	24%
Insurance	-	16,670	17,692	94%
Printing and binding	55	220	659	33%
Legal advertising	-	676	2,000	34%
Office supplies	-	93	750	12%
Annual district filing fee	-	175	175	100%
Trustee	-	-	15,500	0%
Arbitrage rebate calculation	-	-	4,000	0%
Contingencies	62	1,741	5,000	35%
Dissemination agent	985	3,942	11,828	33%
Total administrative	45,106	152,342	284,732	54%
Field management				
Field management services	2,186	8,745	26,237	33%
Total field management	2,186	8,745	26,237	33%
Water management maintenance				
Other contractual	16,370	49,110	407,506	12%
Fountains	8,349	19,991	60,000	33%
Total water management maintenance	24,719	69,101	467,506	15%
Street lighting				
Contractual services	3,254	4,659	15,000	31%
Electricity	3,581	10,051	38,000	26%
Holiday lighting program	-	-	15,000	0%
Miscellaneous	-	-	1,500	0%
Total street lighting	6,835	14,710	69,500	21%

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED JANUARY 31, 2019

	Current Month	Year To Date	Budget	% of Budget
Landscaping				
Other contractual - landscape maintenance	121,867	216,514	1,060,000	20%
Other contractual - flowers	-	-	42,000	0%
Improvements and renovations	9,990	102,458	125,000	82%
Contingencies	-	-	15,000	0%
Hurricane clean-up	4,155	13,064	-	N/A
Total landscaping	136,012	332,036	1,242,000	27%
Access control				
Contractual services	26,703	41,046	380,274	11%
Rentals and leases	-	-	33,419	0%
Fuel	577	2,113	8,802	24%
Repairs and maintenance - parts	-	-	4,126	0%
Repairs and maintenance - gatehouse	25	4,764	13,753	35%
Insurance	-	4,630	4,951	94%
Operating supplies	1,927	5,216	16,503	32%
Utilities	-	-	4,951	0%
Clickers	-	-	6,601	0%
Capital outlay	5,184	5,184	11,002	47%
Total access control	34,416	62,953	484,382	13%
Roadway				
Roadway maintenance	3,805	33,971	75,000	45%
Capital outlay	-	-	499,310	0%
Total roadway	3,805	33,971	574,310	6%
Irrigation supply				
Electricity	30	89	750	12%
Repairs and maintenance	3,563	13,643	1,500	910%
Supply system	5,679	31,341	134,750	23%
Total irrigation supply	9,272	45,073	137,000	33%
Other fees & charges				
Property appraiser	-	7,378	45,704	16%
Tax collector	5,709	47,705	60,939	78%
Total other fees & charges	5,709	55,083	106,643	52%
Total expenditures	268,060	774,014	3,392,310	23%
Excess/(deficiency) of revenues over/(under) expenditures	96,344	1,767,933	-	
OTHER FINANCING SOURCES/(USES)				
Transfers in	61,328	61,328	-	N/A
Total other financing sources/(uses)	61,328	61,328	-	N/A
Net change in fund balances	157,672	1,829,261	-	
Fund balances - beginning	2,363,534	691,945	729,062	
Fund balances - ending	$ 2,521,206	$ 2,521,206	$ 729,062	

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED JANUARY 31, 2019

	Current Month	Year To Date	Budget	% of Budget

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 JANUARY 31, 2019

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll net	$ 84,683	$ 705,500	$ 875,727	81%
Interest	1,071	4,134	-	N/A
Total revenues	85,754	709,634	875,727	81%
EXPENDITURES				
Debt service				
Principal	-	-	750,000	0%
Principal prepayment	-	35,000	-	N/A
Interest	-	46,900	93,800	50%
Total debt service	-	81,900	843,800	10%
Other fees & charges				
Property appraiser	-	2,209	13,683	16%
Tax collector	1,687	14,103	18,244	77%
Total other fees & charges	1,687	16,312	31,927	51%
Total expenditures	1,687	98,212	875,727	11%
Excess/(deficiency) of revenues over/(under) expenditures	84,067	611,422	-	
Fund balances - beginning	1,259,767	732,412	678,979	
Fund balances - ending	$ 1,343,834	$ 1,343,834	$ 678,979	

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 JANUARY 31, 2019

	Current Month	Year To Date
REVENUES		
Interest	$ 90	$ 329
Total revenues	90	329
EXPENDITURES		
Debt service	-	-
Total debt service	-	-
Excess/(deficiency) of revenues over/(under) expenditures	90	329
OTHER FINANCING SOURCES/(USES)		
Transfers out	(61,328)	(61,328)
Total other financing sources/(uses)	(61,328)	(61,328)
Net change in fund balances	(61,238)	(60,999)
Fund balances - beginning	32,071	31,832
Fund balances - ending	$ (29,167)	$ (29,167)

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-1 (REFUNDED SERIES 2002B)
FOR THE PERIOD ENDED JANUARY 31, 2019

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	$ 52,255	$ 435,339	$ 538,560	81%
Interest	157	1,139	-	N/A
Total revenues	52,412	436,478	538,560	81%
EXPENDITURES				
Debt service				
Principal	-	-	195,000	0%
Principal prepayment	-	45,000	-	N/A
Interest	-	161,153	322,306	50%
Total debt service	-	206,153	517,306	40%
Other fees & charges				
Property appraiser	-	1,358	8,415	16%
Tax collector	1,042	8,704	11,220	78%
Total other fees & charges	1,042	10,062	19,635	51%
Total expenditures	1,042	216,215	536,941	40%
Excess/(deficiency) of revenues over/(under) expenditures	51,370	220,263	1,619	
Fund balances - beginning	470,399	301,506	244,139	
Fund balances - ending	$ 521,769	$ 521,769	$ 245,758	

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-2A (REFUNDED SERIES 2002A)
FOR THE PERIOD ENDED JANUARY 31, 2019

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	$ -	$ 114,849	$ 365,313	31%
Assessment prepayments	231,507	231,507	-	N/A
Interest	-	58	-	N/A
Total revenues	231,507	346,414	365,313	95%
EXPENDITURES				
Debt service				
Principal	-	-	135,000	0%
Interest	-	115,156	230,313	50%
Total debt service	-	115,156	365,313	32%
Excess/(deficiency) of revenues over/(under) expenditures	231,507	231,258	-	
Fund balances - beginning	116	365	631	
Fund balances - ending	$ 231,623	$ 231,623	$ 631	

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-2B (REFUNDED SERIES 2002A)
FOR THE PERIOD ENDED JANUARY 31, 2019

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	$ 52,537	$ 437,688	$ 653,616	67%
Interest	570	5,480	-	N/A
Total revenues	53,107	443,168	653,616	68%
EXPENDITURES				
Debt service				
Principal	-	-	235,000	0%
Principal prepayment	-	1,040,000	-	N/A
Interest	-	203,500	407,000	50%
Total debt service	-	1,243,500	642,000	194%
Other fees & charges				
Property appraiser	-	1,649	10,213	16%
Tax collector	1,047	8,750	13,617	64%
Total other fees & charges	1,047	10,399	23,830	44%
Total expenditures	1,047	1,253,899	665,830	188%
Excess/(deficiency) of revenues over/(under) expenditures	52,060	(810,731)	(12,214)	
Net change in fund balances	52,060	(810,731)	(12,214)	
Fund balances - beginning	724,109	1,586,900	490,866	
Fund balances - ending	$ 776,169	$ 776,169	$ 478,652	

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-3 (REFUNDED SERIES 2005)
FOR THE PERIOD ENDED JANUARY 31, 2019

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	$ -	$ 204,453	$ 589,800	35%
Interest	-	103	-	N/A
Total revenues	-	204,556	589,800	35%
EXPENDITURES				
Debt service				
Principal	-	-	180,000	0%
Interest	-	204,900	409,800	50%
Total debt service	-	204,900	589,800	35%
Excess/(deficiency) of revenues over/(under) expenditures	-	(344)	-	
Fund balances - beginning	103	447	174	
Fund balances - ending	$ 103	$ 103	$ 174	

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-4 (REFUNDED SERIES 2005)
FOR THE PERIOD ENDED JANUARY 31, 2019

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	$ -	$ 215,977	$ 627,900	34%
Interest	-	109	-	N/A
Total revenues	-	216,086	627,900	34%
EXPENDITURES				
Debt service				
Principal	-	-	195,000	0%
Interest	-	216,450	432,900	50%
Total debt service	-	216,450	627,900	34%
Excess/(deficiency) of revenues over/(under) expenditures	-	(364)	-	
Fund balances - beginning	109	473	2,444	
Fund balances - ending	$ 109	$ 109	$ 2,444	

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 JANUARY 31, 2019

	Current Month	Year To Date
REVENUES	$ -	$ -
Total revenues	-	-
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	(132,078)	(132,078)
Fund balances - ending	$ (132,078)	$ (132,078)

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1

9A

MINUTES OF MEETING
FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

The Board of Supervisors of the Fiddler's Creek Community Development District #1 held a Regular Meeting on January 23, 2019 at 8:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present at the meeting were:

Phil Brougham	Chair
Joseph Badessa	Assistant Secretary
Joseph Schmitt	Assistant Secretary
Robert Slater	Assistant Secretary
Torben Christensen	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant Regional Manager
Jason Olson	Assistant Regional Manager
Tony Pires	District Counsel
Valerie Lord	Counsel – The Foundation
Terry Cole	District Engineer
Carrie Robinson (via telephone)	Special Counsel
Ron Albeit	General Manager – The Foundation
Robert Dieckmann	Interim Project Manager – The Foundation
Elyse Marshall	Resident
Shane Willis	Director of Safety, Health and Environment
Kenny Flage	LandCare USA, LLC
Mark Swanson	LandCare USA, LLC
Alfredo Molina	Laz's Lawn Services, Inc.
Laz Torres	Laz's Lawn Services, Inc.
Frank Weinberg	Resident
Judy Tibbs	Resident

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 8:00 a.m. All Supervisors were present, in person.

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

Ms. Elyse Marshall, a resident, asked for the status of closing up the 8" fence gap on Mulberry Lane. Mr. Cole stated the repairs would be completed within the next month by C&C Fence Builders (C&C); as he just received and forwarded Mrs. Adams their proposal.

THIRD ORDER OF BUSINESS **Special Counsel Update**

Ms. Robinson provided the following update:

- Depositions continue.
- The trial docket remains set for April 24.
- The hearing before the new judge for the CDD to be excused from non-binding arbitration was yesterday. Judge Krier denied the District's request, as she strongly believes in the arbitration process; therefore non-binding arbitration for CDDs #1 and #2 will proceed.
- The parties have 10 days from yesterday to select an arbiter.
- Thus far, U.S. Bank has not expressed a willingness to discuss a resolution of this case outside of a global resolution, together with CDD #2.

Ms. Robinson explained the benefits in participating in non-binding arbitration.

Ms. Robinson requested an Executive Session to discuss matters that are not appropriate for a public meeting. Today's meeting will be continued to Wednesday, January 30, 2019 at 9:00 a.m., for the purposes of holding the Executive Session.

Mr. Adams will bring a current detailed statement of expenditures associated with this litigation to the meeting.

Ms. Robinson left the meeting.

FOURTH ORDER OF BUSINESS **Developer's Report**

Mr. Albeit introduced Mr. Shane Willis, the new Director of Safety, Health and Environment. Ms. Puckett recently resigned.

Mr. Willis discussed his background, education and experience.

Mr. Albeit stated there was nothing to report; however, he noted both CDDs intend to hire one outside source to maintain the irrigation system, once the control system is upgraded, and, for efficiency had been relocated to Ms. Puckett's office; however those changes were not working. The CDD should be concerned as, under the current structure, there is no control of water consumption, specifically in the Villages. He suggested utilizing The Foundation's process, as they were developing ideas with the team that is running the irrigation system for the golf course, using the same system, software and hardware but having separate pump houses from the CDDs, which results in little need for outside interference.

Mr. Brougham stated a joint workshop to discuss the irrigation system is scheduled for February 27, 2019 at 1:30 p.m., between CDDs #1 and #2 and with certain other participants invited. Mr. Adams stated that the workshop will include discussions about the current irrigation system, hydraulics, consumption control, etc. Mr. Albeit will have a representative attend the workshop, since he would not able to attend. Mr. Adams stated a copy of his presentation would be forwarded to Mr. Albeit.

FIFTH ORDER OF BUSINESS **Engineer's Report: *Hole Montes, Inc.***

Mr. Cole distributed the Hurricane Irma Restoration Report for January 23, 2019, which includes Mr. Dieckmann's input. He reported the following:

- Juniper completed the remaining punch list items for CDDs #1 and #2 and was now addressing items still under warranty,

Mr. Dieckmann stated the list was compiled from the walkthrough with the District's Landscaper; all dead or heavily distressed trees still under warranty were identified. The plan is to replace all the dead trees; however, they will allow time for the heavily distressed trees to recover before deciding whether to replace them. The decision will be made during the spring, since the warranty is for a full year. In response to Mr. Brougham's question, Mr. Flage stated removal of the dead sable at Hawk's Nest was included in the project list.

- Landscape Lighting in CDD #1 was completed.
- The remaining street light repairs and signage punch list items were completed.

- The proposal to repair the fencing adjacent to Mulberry Court and to repair the 8" gap, located on Mulberry Lane, was submitted to Mrs. Adams for execution.
- Miscellaneous paver work commenced.
- The park benches damaged by Hurricane Irma would be replaced within the next week. Mrs. Adams confirmed that Mr. Olson ordered the remaining benches needed to replace the benches, throughout the community.
- The staging area at Fiddler's Creek Parkway, in CDD #2, will be cleaned up within the next couple of weeks.

Mr. Brougham asked about The Foundation's plans for building the linear park at the staging area. Mr. Dieckmann stated there were no project updates other than its design.

Mr. Brougham asked about the notices sent to Ashton Woods regarding cleaning up the cement they were discharging into the drainage structure located in Marsh Cove. Mr. Cole stated that the notices were sent; however, no action has occurred. Mr. Brougham directed Mr. Pires to send a letter to Ashton Woods indicating that, unless the area is cleared, the Board intends to have Collier County Code Enforcement intervene. Ms. Lord stated she too prepared a draft letter and will forward it to District Counsel for approval before sending it.

- Regarding locating utility lines, Mr. Cole provided an overview of the process of initiating Sunshine 811 and its rates. Because the CDD is provided only 48-hours advance notice of the location where work is being performed on CDD property to locate and tag all lines, he recommended engaging a utility locating contractor, similar to Earth View LLC, to perform that work. Mr. Pires stated that this process would provide the CDD a mechanism to submit claims against vendors who nick or break CDD utility lines. Mr. Cole stated he would prepare a Standard Operating Procedure (SOP) and provide it to the gatehouse and security for them to follow.

On MOTION by Mr. Schmitt and seconded by Mr. Brougham, with all in favor, authorizing the District Engineer to implement Sunshine 811 contract and prepare Standard Operating Procedure for the gatehouse and security to follow, was approved.

- The sidewalk repair project at Fiddler's Creek Parkway, from 951 to the gatehouse, began. Bids for the remaining sidewalk repairs, curbing repairs and other repaving projects would be sent within the next month; the cost of the work was approximately, $30,000. Mr. Cole was directed to present a timeline of the project and the plans to redirect traffic.
- Mr. Cole will forward Mr. Pires the proposal to restripe Championship Drive to pass on to the Pelican Lakes Attorney; if agreed, the District and Pelican Lakes would split the $2,700 cost.
- Mr. Cole stated an Ashton Woods representative contacted him about the CDD addressing the issue of CDD air conditioning pads, pool equipment, etc., encroaching on one of their drainage easements. He explained to the person that the CDD owns the drainage easements and certain items can be stored there, through agreements, and that Ashton Woods should address the CDD's notices to them to clean up the area where they are discharging cement into the CDD's drainage structure. Discussion ensued regarding the CDD and its responsibilities. Mr. Cole will identify areas of encroachment throughout the CDD and forward areas identified in Marsh Cove to Mr. Pires to send a formal letter to Ashton Woods requesting that they remove the encroachment.

SIXTH ORDER OF BUSINESS **Continued Discussion: Responsibility for Replacement of Trees Damaged by Hurricane Irma and for Maintenance of the Lane**

This item was not addressed and should be removed from future agendas.

SEVENTH ORDER OF BUSINESS **Continued Discussion: LED Streetlight Conversion**

Mrs. Adams distributed a revised proposal from Bentley Electric Co. In response to Mr. Brougham's question, it was confirmed that the 78 streetlights along Fiddler's Creek Parkway were excluded from the analysis because there was no cost savings to the CDD, since Florida Power & Light (FPL) does not have a tariff schedule for them; those streetlights will remain on a flat rate.

On MOTION by Mr. Slater and seconded by Mr. Badessa, with all in favor, the Bentley Electric Co. proposal to convert 193 metered streetlights to LED, in the amount of $29,290, was approved.

EIGHTH ORDER OF BUSINESS **Consideration of Award of Contract – Landscape Maintenance**

Mrs. Adams stated the CDD's Landscape Maintenance contract went out to bid. Four of the seven contractors invited to the mandatory pre-bid meeting attended. She presented the financial tabulation results, reporting the following:

- Laz's Lawn Services, Inc. – $727,882: Established in 2003 with an office located in Naples, Florida. Mr. Alfredo Molina, formerly with LandCare, would be the assigned foreman for this project. The references submitted were not comparable to Fiddler's Creek by size or value, as required in the specifications of the contract. Their bid was $150,118 less than the current contract value.
- LandCare USA, LLC, (LandCare) – $858,000: Has been the CDD's contractor for ten consecutive years. Their performance fluctuates but their overall level of service is very good. Mr. Kenny Flage replaced Mr. Alfredo Molina as the foreman and has provided quick response time for completing work order requests. Their bid was $20,000 less than their current contract, reflecting a 2% savings.
- Juniper Landscaping of Florida, LLC – $1,124,633: Established in 2001, with a local office in Naples. An incomplete bid schedule was submitted, which did not meet the requirements in the specifications of the contract. Their bid was $246,633 over the current contract value.
- Superior Landscaping & Lawn Services, Inc. – $1,403,969. Established in 1998 in Miami-Dade County with a local office in Fort Myers. They failed to submit their equipment list or bank credit references, as required in the specifications of the contract. Their bid was $525,969 over the current contract value.

Mrs. Adam stated Juniper Landscaping of Florida, LLC (Juniper) and Superior Landscaping & Lawn Services (Superior) had sufficient qualifications to award the contract. The Contractors' financial statements are not publically available so none of the contractors

provided them; however, they would be provided upon request. The Fiscal Year 2019 Landscape Maintenance budget was $900,000.

Board Members asked questions about each company's bid submittal, missing information, project size experience, staffing sufficiency, etc., which were answered by Mrs. Adams or the respective company's representative.

On MOTION by Mr. Brougham and seconded by Mr. Schmitt, with all in favor, deeming LandCare USA, LLC as the most responsive and responsible bidder and most advantageous bidder, in the best interest of the District, and awarding the Landscape Maintenance Contract to LandCare USA, LLC, for two years, were approved.

NINTH ORDER OF BUSINESS **Continued Discussion/Update: Hurricane Irma Recovery**

Mr. Adams stated that the Federal Emergency Management Agency (FEMA) forwarded all three grant reimbursements to the department responsible for determining cost of reasonableness. He expected the District to receive approximately $500,000 of the $600,000 that was submitted. Due to FEMA's delays, an extension would likely be filed, as March 10th is the one year deadline to file an extension.

TENTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of December 31, 2018**

Mr. Brougham presented the Unaudited Financial Statements as of December 31, 2018. Mrs. Adams explained that the "Street lighting", "Contractual services" line item overage was due to a coding error; the Florida Painters $31,419 invoice would be moved to the "Roadway", "Roadway maintenance" line item. The $8,669 "Irrigation supply", "Repairs and maintenance" line item was the result of Aqua-Matic repairing a break in the main line.

ELEVENTH ORDER OF BUSINESS **Consideration of Minutes**

A. November 14, 2018 Regular Meeting

Mr. Brougham presented the November 14, 2018 Regular Meeting Minutes. The following changes were made:

Line 96: Change "Architecture" to "Architect"

Line 49: Insert "The Board consensus was to allow Mr. Schmitt's attendance and full participation, via telephone, due to exceptional circumstances."

Line 102: Change "defaults" to "defects"

Mr. Pires recommended that Mrs. Adams clarify with Ms. Robinson her statement on Lines 132 and 133.

Line 143: Change "Court" to "County"

On MOTION by Mr. Brougham and seconded by Mr. Schmitt, with all in favor, the November 14, 2018 Regular Meeting Minutes, as amended, were approved.

B. December 12, 2018 Regular Meeting

Mr. Brougham presented the December 12, 2018 Regular Meeting Minutes. The following changes were made:

Line 151: Change "Marco" to "Marcos"

Line 209: Change "$250,000" to ".25 mil"

Line 212: Change "Waldrup" to "Waldrop"

Line 265: Delete the last sentence

On MOTION by Mr. Badessa and seconded by Mr. Slater, with all in favor, the December 12, 2018 Regular Meeting Minutes, as amended, were approved.

C. December 14, 2018 Continued Meeting

Mr. Brougham presented the December 14, 2018 Continued Meeting Minutes.

On MOTION by Mr. Brougham and seconded by Mr. Badessa, with all in favor, the December 14, 2018 Continue Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS Action Items

Completed Action Items: 2, 5, 6, 8, 9, 10, 12, 13, 16, 17, 14, 15, 18, 19, 21, 26 and 27.

Item 11: Revise to insert "Collier Paving and Concrete"

Item 13: Revise to add Mr. Schmitt stated that he and Mr. Pires attended Collier County's Productivity Committee meeting regarding implementing a storm water fee to pay for the structures operations and maintenance costs; they will continue to monitor activity and attend any Committee meetings.

Item 22: Revise to insert "GIS presentation will be held at the February meeting."

Item 28: Revise to state Mr. Olson to schedule painting of street light on Runaway Lane once it is confirmed the CDD is responsible for its maintenance.

THIRTEENTH ORDER OF BUSINESS Staff Reports

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

Mr. Pires provided an update on the Collier County Stormwater Fee Public Hearing, which was heavily attended by the public. Discussions involved looking for an additional revenue source and, as an alternative to having the fee on the tax bill, imposing an electricity franchise fee that would be on electric bills. The County is moving forward with setting the public hearings necessary to enter into agreements with the Property Appraiser and Tax Collector, to set the mechanism in place for the stormwater utility case. Commissioner Saunders is the liaison and Vice Chair of the Committee and Commission Taylor is pushing for this program.

Mr. Pires stated that, in 2016, the County Commissioners were provided with a brief history of the stormwater management bundle, which explained the reasons for their shortfall; however, it was not provided to the Productivity Committee.

Mr. Schmitt provided a brief history of the way the County funded the operations and maintenance costs and why these changes were now being discussed.

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

- **NEXT MEETING DATE: February 27, 2019 at 8:00 A.M.**

The next meeting will be held on February 27, 2019 at 8:00 a.m.

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

Mrs. Adams presented the Field Operations Report for January 23, 2019 and highlighted the following:

- Fountain repairs will be completed by the end of the month.

Regarding patrols, Mr. Brougham stated that, at the Village Council meeting, a Collier County Sheriff's Lieutenant indicated to him that they were considering resuming patrols in the District. In response to a question about the physical altercation between the Security Guard and another person and whether Security Guards can make claims of working in a hostile work environment, Mr. Willis stated Security Guards have the ability to call the Sheriff's Department, who, in this incident, offered to intervene. The employee decided not to press charges against the person.

Mr. Brougham explained that Fiddler's Creek Security is contracted out to The Foundation and they handle all aspects of that responsibility.

FOURTEENTH ORDER OF BUSINESS Supervisors' Requests

Mr. Slater asked whether the gate not working properly was due to software or equipment issues. Mr. Willis stated it was a combination of both; the inbound visitor gate needed a part ordered, which should arrive this week but the ongoing issue was mostly due to TEM not performing proper maintenance on the equipment.

Mr. Slater thanked Fiddler's Creek and District Staff, on behalf of Bent Creek Way, for their efforts in improving the appearance of Fiddler's Creek, specifically with regard to maintaining the new plantings around the monuments, etc.

Mr. Schmitt asked why the Traffic Hawk was set up on Championship. Mr. Willis stated it is a mobile device that is used daily to identify speeding within the community; however, no fines were being issued at the moment.

Mr. Pires confirmed that the continued meeting, for the closed door session, would be held in the Egret Room on Wednesday, January 30, 2019 at 9:00 a.m.

FIFTEENTH ORDER OF BUSINESS **Public Comments**

This item was not addressed.

SIXTEENTH ORDER OF BUSINESS **Adjournment**

There being nothing further to discuss, the meeting recessed and was continued to January 30, 2019 at 9:00 a.m., in the Egret Room.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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345 _____ _____
346 Secretary/Assistant Secretary Chair/Vice Chair

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1

9B

MINUTES OF MEETING
FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

The Board of Supervisors of the Fiddler's Creek Community Development District #1 held a Continued Meeting on January 30, 2019 at 9:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present at the meeting were:

Phil Brougham	Chair
Robert Slater	Vice Chair
Joseph Schmitt	Assistant Secretary
Torben Christensen	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Carrie Robinson	Special Counsel
Court Reporter	

FIRST ORDER OF BUSINESS **Call to Order**

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

SECOND ORDER OF BUSINESS **Roll Call**

Supervisors Brougham, Slater, Schmitt and Christensen were present, in person. Supervisor Badessa was not present. In addition, Mr. Adams, Ms. Robinson and the Court Reporter were present.

THIRD ORDER OF BUSINESS **Announce Executive Session/Continued Meeting Recess**

Mr. Adams stated that the primary purpose for today's Continued Meeting was to hold an Executive Session, as requested by Special Counsel, at the last meeting.

Mr. Adams recessed the Public Session at 9:01 a.m., and turned over the transcription to the Court Reporter.

FOURTH ORDER OF BUSINESS **Close Executive Session/Reconvene Continued Meeting**

The Executive Session closed and the Continued Meeting reconvened at approximately 9:31 a.m. Supervisors Brougham, Slater, Schmitt and Christensen were present, in person, along with Mr. Adams, Ms. Robinson and the Court Reporter. Supervisor Badessa was not present.

FIFTH ORDER OF BUSINESS **Consideration of Any Actions Resulting from Executive Session**

Mr. Adams asked for a motion to proceed with the actions discussed at the Executive Session.

On MOTION by Mr. Schmitt and seconded by Mr. Slater, with all in favor, proceeding with the actions discussed at the Executive Session, was approved.

SIXTH ORDER OF BUSINES **Other Business**

There being no other business, the next item followed.

SEVENTH ORDER OF BUSINESS **Adjournment**

There being nothing additional to discuss, the meeting adjourned at 9:32 a.m.

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71 _____ _____
72 Secretary/Assistant Secretary Chair/Vice Chair

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1

10

ACTIVE ACTION ITEMS

From January 23, 2019 Meeting for February 27, 2019 Meeting

Action Item status updates to be provided prior to or at the meeting.

	DATE ADDED	
1.	**11/19/14**	Per Mr. Brougham, Staff will communicate anything of major importance to residents, via The Foundation, such as tree removal to keep residents informed. **ONGOING**
2.	**03/28/18**	Per Mr. Brougham, for Mrs. Lord to request that the District receives a status report on its boundary legal bills. **As of 10.24.18,** Mr. Pires is working with Ms. Lord. **ONGOING**
3.	**01/23/18**	Mr. Cole to prepare a timeline for the grading and paving of the roads as well as the sidewalk repair project and plans to redirect traffic. **ONGOING**
4.	**08/22/18**	Mr. Cole obtaining proposal from Collier Paving and Concrete to replace broken tops at three catch basins, and a proposal to repair the catch basins at Mulberry Lane, and along Fiddler's Creek Parkway. **As of 12.12.18** Mrs. Adams will provide Mr. Cole, her vendor's contact information as well as Mr. Slater's Contractor's contact information to engage in performing these repairs. **ONGOING**
5.	**08/22/18**	Mr. Cole preparing Phase 1 bids for repaving projects at Fiddler's Creek Parkway at entrance of 951; and additional bids for Peppertree, the Club and Bent Creek. **As of 10.24.18**, Project delayed until late spring 2019. Mr. Cole to plan and calendar project, and coordinate with Security to announce within the community the Championship project. Mr. Cole to contact GradyMinor to discuss estimate and include the District's project in with Isla Del Sol's, requesting a separate invoice to the District for that and other neighborhood association projects scheduled in the future. Additional bid to include repair markings identified along Fiddler's Creek Parkway. **As of 12.12.18** Mr. Cole to obtain written estimate to install double yellow stripe from 951 Championship Drive to entrance of CDD#1. Mr. Pires to forward estimate to Pelican Lakes' Counsel to split costs. **As of 01.23.19:** Mr. Cole to send bids out for repaving project within the next month. Mr. Cole to forward Mr. Pires $2,700 proposal to restripe Championship Drive, with Mr. Pires to forward to Pelican Lakes' Counsel to split costs. **ONGOING**
6.	**08/22/18**	**Revised as of 01.23.19:** Mr. Schmitt will continue to monitor and attend Committee meetings relating to Collier County Storm water fee. **ONGOING**
7.	**10/24/18**	The Foundation to schedule workshops with the District to discuss study of Security being transferred over to the Foundation, drones, refurbishing gate houses, etc. **ONGOING**
8.	**10/24/18**	Mr. Adams to coordinate Passarella & Associates, GIS programming presentation for the February meeting. **ONGOING**
9.	**12/12/18**	Mr. Cole to coordinate repairs needed to close up the 8" gap between fences on Mulberry Lane. **As of 01.23.19:** This project was added to the fence repair project and is expected to be completed within the next month. **ONGOING**

ACTIVE ACTION ITEMS

From January 23, 2019 Meeting for February 27, 2019 Meeting

Action Item status updates to be provided prior to or at the meeting.

	DATE ADDED	
10.	**12/12/18**	LandCare to relocate within the next couple of weeks, several surplus pallets of fence panels located in the yard North of Sandpiper to store either in one of the pump stations or staged in the parking lot. **ONGOING**
11.	**12/12/18**	Mr. Olson to schedule painting of street light on Runaway Lane once it is confirmed the CDD is responsible for its maintenance. **ONGOING**
12.	**12/12/18**	Mr. Adams to prepare agenda and schedule Joint Workshop between CDD #1 and CDD #2 to discuss irrigation system. Inviting certain participants as discussed. **As Of 01/23/19** Joint Workshop is scheduled for February 27, 2019 at 1:30 p.m. Mr. Adams to forward copy of the Workshop Powerpoint presentation to Mr. Albeit. **ONGOING**
13.	**01.23.19**	Mr. Cole to implement Sunshine 811 contract and prepare a Standard Operating Procedure to be utilized by the Gatehouse. **ONGOING**
14.	**01/23/19**	Mr. Cole to identify addresses of all lots within Marsh Cove and forward areas identified to Mr. Pires to send formal letter to Ashton Woods requesting clearing areas of encroachment's, stating the Board intends to have Collier County Code Enforcement intervene on this matter. **ONGOING**
15.	**01/23/19**	Mrs. Adams to obtain clarification from Ms. Robinson regarding her statement in lines 132/133 in the November 14, 2018 Regular Meeting Minutes. **ONGOING**
16.	**01/23/19:**	The January 23, 2019 Public Meeting was continued to January 30, 2019 at 9:00 a.m. to be held in conjunction with an Executive Session requested by Special Counsel. Mr. Adams to provide current detailed statement of expenditures associated with this litigation to the meeting. **ONGOING**

COMPLETED ACTION ITEMS

From January 23, 2019 Meeting for February 27, 2019 Meeting

	DATE MOVED TO COMPLETED	
1.	**12/12/18**	Continuation of discussion of responsibility for Replacement of Trees damaged by Hurricane Irma and for maintenance of the lane. Mr. Pires will include a copy of the memorandum in CDD #2 agenda package. Mrs. Adams will forward Mr. Pires a copy of Ms. Lord's email. Mr. Siler to provide email to Mr. Adams. Mr. Pires to provide clarity of Tract C to CDD #2. Mrs. Adams to include as agenda item at next meeting. **As of 10.24.18** Mrs. Adams to tour CDD #1 property along the Parkway abutting CDD #2 to determine responsibility for replacement of trees and shrubs damaged by Hurricane Irma but not covered under Waldrop's scope of work. Mr. Cole to notify CDD #2 of issue. **COMPLETED**
2.	**12/12/18**	Mr. Cole will review Isla Del Sol ROW pavement restoration plans and confirm sidewalk crossing are in compliance. **As of 10.24.18**, Mr. Cole to follow up that crosswalk is lined up. **COMPLETED**
3.	**12/12/18**	Mr. Pires to send Isla Del Sol legal correspondence indicating, after Isla Del Sol ROW pavement restoration project is completed they are liable for restoring any sidewalks that are not in compliance. **COMPLETED**
4.	**12/12/18**	Mrs. Adams to send TEM letter cancelling maintenance agreement. Mrs. Adams and Ms. Puckett to coordinate AV Tech executing the District's standard contracts, otherwise, schedule AV Tech Representative to attend next CDD meeting. Ms. Puckett to revise the Equipment List and correct Aviamar Clubhouse to Irrigation Pump house. **COMPLETED**
5.	**12/12/18**	Mr. Pires to prepare appreciation letter addressing The Foundation and Mr. Dieckmann regarding the preparation and execution of the Hurricane Irma Restoration Plan, to be presented at the next CDD meeting. **COMPLETED**
6.	**12/12/18**	Per Mr. Brougham, Mr. Adams to place a hold on the fence contractor's retainage. **COMPLETED**
7.	**12/12/18**	Staff to review and determine if the gate's walking mechanism, size and shape will match up with the new gate at Hawk's Nest. **As of 10.24.18,** Mr. Cole and Mrs. Adams to inspect installation of lock bar. **COMPLETED**
8.	**12/12/18**	Staff to amend the language on the AV Tech ISN Gate Keeper 5-year Customer Service Agreement to include changes cancellation etc. **As of 10.24.18,** Mrs. Adams to incorporate changes, circulate and present at the next meeting. **COMPLETED**
9.	**12/12/18**	Mrs. Adams and Ms. Puckett to research clickers and reconciliation project by the next meeting. **COMPLETED**

COMPLETED ACTION ITEMS

From January 23, 2019 Meeting for February 27, 2019 Meeting

	DATE MOVED TO COMPLETED	
10.	**12/12/18**	Mrs. Adams to coordinate addressing Mr. Schmitt's photographs in flush cutting bougainvilleas at Mulberry, Mahogany and within the community, repair fences, posts, ruts and jutted out wiring along intersection of Championship Drive and Hawk's Nest. **COMPLETED**
11.	**12/12/18**	Mrs. Adams to tour area and provide updates to treating the buffer at Pepper Tree and the fungus issued at Mulberry. **COMPLETED**
12.	**12/12/18**	Mrs. Adams to coordinate Irrigation Design Group (IDG) presentation for the November meeting. **COMPLETED**
13.	**12/12/18**	Mr. Cole will follow up with Lykins-Signteck on status of straightening street poles at Mulberry Court, Mulberry Lane and one at CDD #2, relocating sign at Mahogany Bend, and install missing Diamond sign to the pole located at the corner of Championship Drive and Fiddler's Creek Parkway. **COMPLETED**
14.	**01/23/19**	District Engineer will schedule and perform a semi-annual sidewalk review for trip hazards, slip/fall, cleaning needs and structural integrity. **COMPLETED**
15.	**01/23/19**	The Foundation will be looking into changing the current plan with WESCO to another vendor. **COMPLETED**
16.	**01/23/19**	Mr. Cole to prepare a timeline for grading and paving and budgets of Fiddler's Creek Parkway and Championship in two months. Mr. Cole to obtain costs associated with Championship Drive, Phase 2 and re-visit the condition of Club Center Parkway at entrance of Marsh Cove for signs of cracking. Project to commence next spring. **As of 12.12.18** Mr. Cole to confirm whether the vacant lot at Marsh Cove was cleared and graded property, if not will contact Valerie sending violation notices. **COMPLETED**
17.	**01/23/19**	Mr. Dieckmann will coordinate the Landscape Lighting Project, which is delayed, until most of the Landscape Restoration Plan is completed. **COMPLETED**
18.	**01/23/19**	Continuation of discussion of responsibility for Replacement of Trees damaged by Hurricane Irma and for maintenance of the lane. Mr. Pires will include a copy of the memorandum in CDD's #2 agenda package. Mrs. Adams will forward Mr. Pires a copy of Ms. Lord's email. Mr. Siler to provide email to Mr. Adams. Mr. Pires to provide clarity of Tract C to CDD #2. Mrs. Adams to include as agenda item at next meeting. **As of 10.24.18** Mrs. Adams to tour CDD #1 property along the Parkway abutting CDD #2 to determine responsibility for replacement of trees and shrubs damaged by Hurricane Irma but not covered under Waldrop's scope of work. Mr. Cole to notify CDD #2 of issue. **COMPLETED**

COMPLETED ACTION ITEMS

From January 23, 2019 Meeting for February 27, 2019 Meeting

	DATE MOVED TO COMPLETED	
19.	**01/23/19**	**June 2020 –** Mr. Cole to apply for Collier County Stormwater Fee Credit. **COMPLETED**
20.	**01/23/19**	Mr. Pires and Mr. Cole to attend Public Hearing on September 6, 2018 regarding Collier County Storm water fee. Mr. Pires to prepare letter to County objecting to this fee. **As of 10.24.18**, The County is restudying the storm water fee, Public Hearing continued to November 13, 2018. Mr. Schmitt to be included in providing storm water information to the County. **COMPLETED**
21.	**01/23/19**	Mr. Adams will coordinate off-roll assessments are reflected in the current month's financial statements. **COMPLETED**
22.	**01/23/19**	Staff to make sure that the patrol cars are washed every day. **COMPLETED**
23.	**01/23/19**	Per Mr. Brougham, Ms. Puckett to make to make the modifications to the Revised Post Orders and distribute copies to the Board. **As of 10.24.18** Revise Page 5 of Post Order Report to include email addresses of Ms. Puckett, Mr. Duprey, Mr. Willis and Mr. Albeit. **COMPLETED**
24.	**01/23/19**	Ms. Puckett to provide Villages schedule for pressure cleaning in advance. **As of 10.24.18,** edited name and revised task. **COMPLETED**
25.	**01/23/19**	Mrs. Adams to obtain quote from Bentley once toured Fiddler's Creek Parkway area for headcount. **COMPLETED**
26.	**01/23/19**	Mr. Adams will research the reason why Unaudited Financial Statement's, "Audit" and Trustee" line items were not at 100%. **COMPLETED**
27.	**01/23/19**	Mrs. Adams to make revisions to the Tee Pruning Specifications. **COMPLETED**
28.	**01/23/19**	Mr. Olson to inventory the number of benches within the District, and obtain proposal to replace them all. **COMPLETED**
29.	**01/23/19**	Mr. Cole to obtain proposal to engage Contractor to repair three damaged fence areas south of Mulberry Court. **COMPLETED**
30.	**01/23/19**	Mr. Cole to recheck areas along Fiddler's Creek Parkway, between Mulberry and Mayorca for sidewalk issues and obtain proposal to grind and repair sidewalks. **As of 10.24.18,** Mr. Adams to contact Collier Paving for proposal to do sidewalk repairs, grinding and sidewalk replacement in the area from Cascada to Championship Drive along the Parkway and southwest catch basins. **As of 12.12.18** Mid January 2019 Commencement of Sidewalk repair project, at the Parkway to Sandpiper Drive and includes those marked areas on Mahogany. Mr. Cole summarizing other repairs to add as additional work to the contract. **COMPLETED**

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1

11B

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1
NOTICE OF FISCAL YEAR 2019 MEETINGS

The Board of Supervisors ("Board") of the Fiddler's Creek Community Development District #1 ("District") will hold Regular Meetings for Fiscal Year 2019 on the fourth Wednesday of each month (unless otherwise indicated) at 8:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114, on the following dates:

October 24, 2018
November 14, 2018
December 12, 2018
January 23, 2019
February 27, 2019
March 27, 2019
April 24, 2019
May 22, 2019
June 26, 2019
July 24, 2019
August 28, 2019
September 25, 2019

The purpose of these meetings is for the Board to consider any business which may properly come before it. The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 or by calling (561) 571-0010.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 571-0010 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
Fiddler's Creek Community Development District #1

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1

11C

Wrathell, Hunt and Associates, LLC

TO: Fiddlers Creek CDD #1 Board of Supervisors

FROM: Cleo Adams – Assistant Regional Manager

DATE: February 27, 2019

SUBJECT: Monthly Status Report – Field Operations

Fence Repairs: Update Status: As discussed at last month's meeting, there is an approximate ten foot section of chain-link fence which requires repairs. A required deposit check has been mailed however schedule not yet received. When the contractor (C & C Fencing) makes these repairs, they will also be repairing the 8" gap between the vinyl fencing and the chain link post – confirmed by Terry Cole.

Landscape: Staff continues to tour/review the property to ensure project completions as well as day to day activities are being met. Last tour was completed on Wednesday, January 23rd. Landscape review scheduled immediately following the District 2 Board meeting.

Bent Creek Buffer Oak: Oak replacement has been completed and Staff will continue to monitor the buffer to ensure success - Bent Creek and Pepper Tree/Antilles side of the buffer.

Flowers: February install: Completed the week of February 4th which includes bed prep. Combination of Begonia Big – Red & Dark Pink.
Note: The February rotation was provided and installed by Club Care, Inc. Total Cost $13,875.00, which did not include the bed prep which included 40 yards of soil with a fertilizer blend, for a cost of $6K. The current contract with Landcare provides for a line item of $10K for flowers, and on-going maintenance of $1,150.00 (fertilization/insect control/weed & disease control) – which is already an expense line item of their bid schedule.
For the February rotation the cost difference is $3,875.00 above the current contract with Landcare however please keep in mind that there is a separate line item in the budget specific to Flower Allocation of $42K.
Staff is requesting Board discussion/consideration to retain Club Care, Inc. for the May rotation of $11784.30 – for a mixed Penta's install.

Irrigation: The workshop meeting has been rescheduled to Wednesday, March 27th at 1:30 between both District's, the Foundation as well as Village Rep's to discuss the control system and options moving forward. Additionally, Staff has met with our District Engineer Terry Cole and Mike Sidlovsky of Aqua-matic Irrigation Systems to discuss our current concerns. Staff has authorized Aqua-matic to review the system, map out/identify all existing irrigation controllers, power locations and existing filtration. Information packet will be provided to the Board prior to the meeting.

Name Plate: Name plate for Torben Christensen has been ordered and will be provided upon receipt.

Park Benches: Total of (7) benches have been ordered. Update to be provided at the meeting on Wednesday.

Sidewalk Repairs: As we have discussed, Staff has secured a proposal to make necessary sidewalk repairs to include removal and replacement in areas where required. These areas include the Parkway from 951 to Sandpiper DR. Total Cost $29,878.50. Repairs are underway and it's anticipated that this project will be completed within the next few weeks.
Note: Catch basin repairs – Collier Paving will be providing an estimate for these required repairs. District Engineer Terry Cole is handling this project and will provide an update at the Board meeting.

Street Striping: Staff has reviewed all faded stop bars/crosswalks and has provided the inventory to our District Engineer Terry Cole. Paving to be scheduled in the Spring.

LED Streetlight Conversion: As approved by the Board at the January meeting, Staff has identified (78) street lights on the Parkway that are tariff (flat rate) as well as the street lights on Mulberry Lane & Championship Dr. Cost to convert all metered street lights - $29,290.00. Lights have been ordered however not yet received.

Sunshine One Application/Implementation: As discussed at last month's meeting, District Engineer Terry Cole is working on implementing a Standard Operation Procedure and will provide to Security upon completion.

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