

FIDDLER'S CREEK

COMMUNITY DEVELOPMENT

DISTRICT #1

March 27, 2024

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

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

**AGENDA
LETTER**

Fiddler's Creek Community Development District #1

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-free: (877) 276-0889

March 20, 2024

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

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

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #1 will hold a Regular Meeting on March 27, 2024 at 8:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items (*3 minutes per speaker*)
3. Quality Control Lake Report – Premier Lakes, Inc. (*Alex Kurth*)
4. Health, Safety and Environment Reports
 - A. Irrigation and Pressure Cleaning Efforts
 - B. Security and Safety Update
5. Developer's Report
6. Discussion/Update: Litigation with CDD #2 Regarding Traffic Signal Cost Sharing
7. Engineer's Report: *Hole Montes, a Bowman Company*
 - Update: Continuing the Calusia Hedge on HOA Property
 - Consideration of Landshore Enterprises, LLC Proposal #4151 for Shoreline Restoration
8. Discussion/Consideration of Collier Paving & Concrete, Divisions of Southern Striping Solutions, LLC Estimate #24-173 for ADA Mat Repairs
9. Continued Discussion: Interlocal Agreements with CDD #2 [Irrigation Distribution Lines]
 - Consideration of Second Amendment to Interlocal Agreement
10. Consideration of Aqua-Matic Irrigation Systems, Inc. Proposal for Main Line Gate Valve Replacements

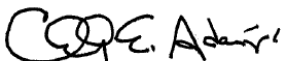
11. Discussion: Limited Cost-Sharing Agreement with Cranberry Crossing and Cherry Oaks HOAs [Speed Bump Project]
12. Continued Discussion/Consideration of Agreement for Access and Construction [Basins I, OH, A1, B1, C, H2, H3]
13. Acceptance of Unaudited Financial Statements as of February 29, 2024
 - Breakdown
14. Approval of Minutes
 - A. February 23, 2024 Special Meeting and Attorney-Client Executive Session
 - B. February 28, 2024 Regular Meeting
15. Action/Agenda or Completed Items
16. Staff Reports
 - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
 - B. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: April 24, 2024 at 8:00 AM
 - QUORUM CHECK
17. Supervisors' Requests
18. Public Comments
19. Adjournment

SEAT 1	JOSEPH BADESSA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	TORBEN CHRISTENSEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JOSEPH SCHMITT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ROBERT SLATER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	FRANK WEINBERG	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

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

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

Sincerely,


 Chesley E. Adams, Jr.
 District Manager

<p>FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE CALL IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 709 724 7992</p>
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FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

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

Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
1	Inspected				
2	Inspected				
3	Inspected				
4	Inspected				
4A	Inspected				
5	Inspected				
6	Treated	Algae	2/29/2024		
7	Inspected				
7A	Inspected				
8	Inspected				
9	Treated	Algae	2/22/2024		
10	Treated	Algae	2/22/2024, 02/29/2024		
15	Inspected				
16	Inspected				
17	Inspected				
18	Inspected				
21	Inspected				
22	Inspected				
30	Inspected				
34	Inspected				
34A	Treated	Algae, Shoreline Grasses & Broadleaf Weeds	2/22/2024, 02/29/2024, 03/07/2024		
34B	Treated	Algae, Shoreline Grasses & Broadleaf Weeds	2/22/2024, 02/29/2024, 03/07/2024		

Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
35	Treated	Algae, Shoreline Grasses & Broadleaf Weeds	2/22/2024, 02/29/2024, 03/07/2024		
36	Treated	Shoreline Grasses & Broadleaf Weeds	03/07/2024		
37A/B	Treated	Shoreline Grasses & Broadleaf Weeds	03/07/2024		
38A/B/C	Treated	Shoreline Grasses & Broadleaf Weeds	03/07/2024		
39A/B	Inspected				
40A/B	Treated	Algae, Shoreline Grasses & Broadleaf Weeds	2/22/2024, 02/29/2024, 03/07/2024		
41A1/A	Treated	Algae	02/29/2024		
41B1/B2/C	Treated	Algae	2/22/2024, 03/14/2024		
42A/B	Treated	Shoreline Grasses & Broadleaf Weeds	03/07/2024		
43B	Treated	Shoreline Grasses & Broadleaf Weeds	03/07/2024		
44	Inspected				
50A/B	Treated	Shoreline Grasses & Broadleaf Weeds	03/14/2024		
70A/B	Treated	Algae	02/29/2024		
78A/B	Inspected				
79A	Inspected				
95	Inspected				
FC1	Treated	Algae	2/29/2024		
FC2	Treated	Algae, Shoreline Grasses & Broadleaf Weeds	2/29/2024, 03/14/2024		
FC3	Inspected				
FC4	Inspected				
FC5	Inspected				
65A	Inspected				
65B	Treated	Shoreline Grasses & Broadleaf Weeds	3/7/24, 03/14/2024		



65C	Inspected				
65D	Inspected				
65E1	Inspected				
65F	Inspected				
Marco Shores	Inspected				
Cardinal Cove	Inspected				
GC Hole 13	Treated	Algae	2/29/2024		

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

We have continued to see a significant presence of algae, specifically on Golf Course lakes. This is to be expected with the course renovation as dead grass material enters the lakes, decomposes, and releases nutrients. Many lakes have received multiple treatments to combat the algae. Ideally, conditions will improve over the next month as no further materials wash in.

The littoral shelves are in great shape, maintenance is focused on minimizing the prevalence of torpedo grass.

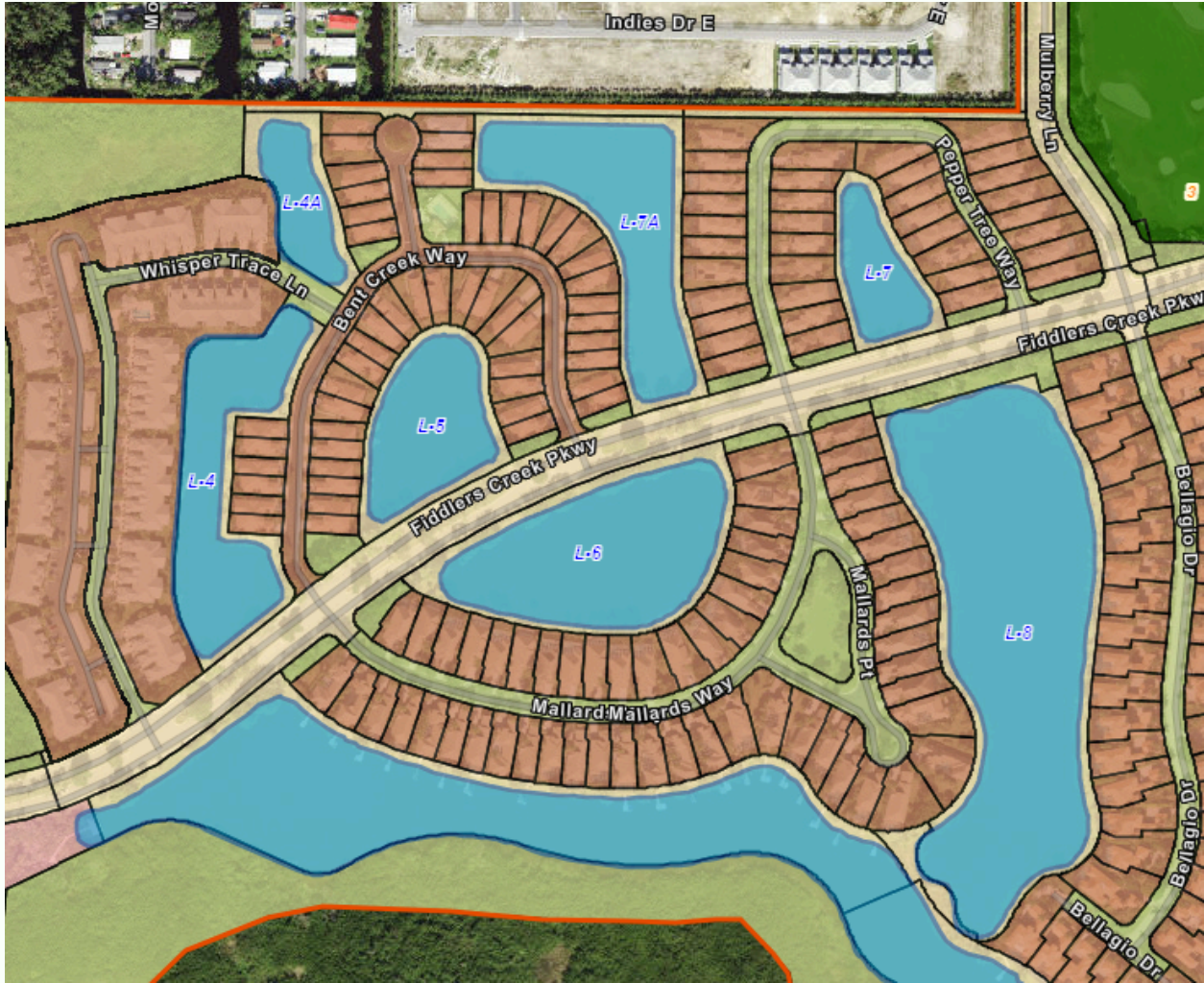
Past treatments for hydrilla in lake 44, water lettuce in 42A/B, and Cristata Lily in FC2 were all successful.

We are continuing to monitor the growth of submersed vegetation in 50A and the FC Canal system, both of which have Illinois Pondweed. We are currently anticipating treatment in late April or Early May, dependent on weather.

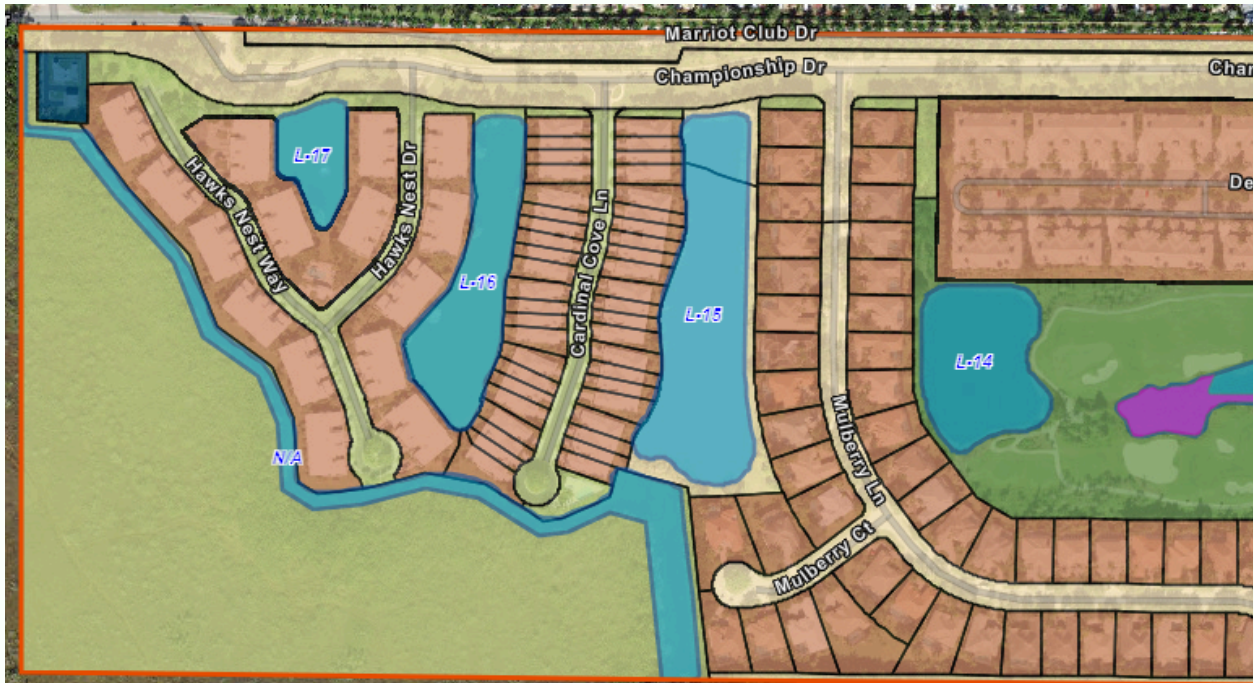


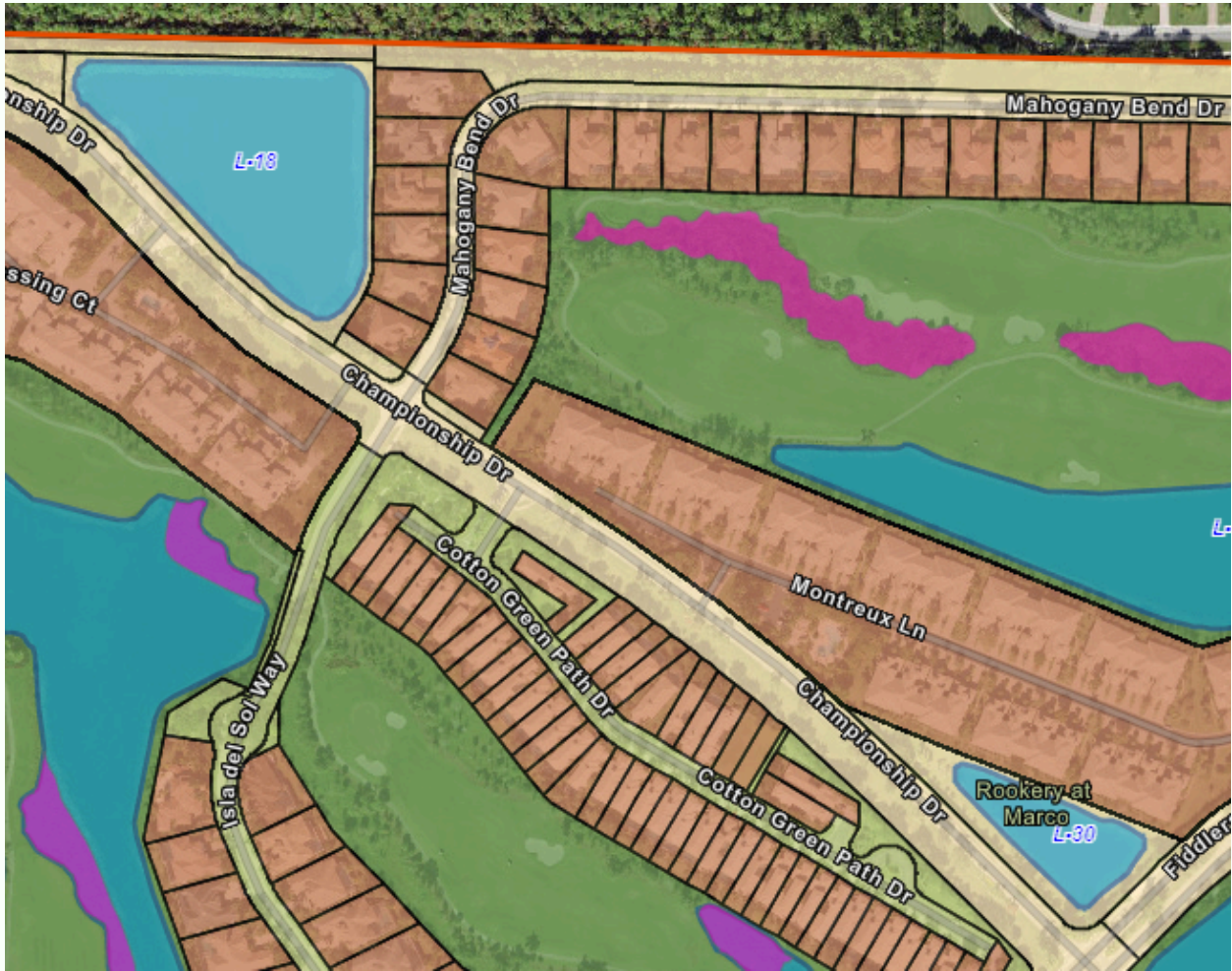
Fiddler's Creek CDD #1 GIS Site Maps







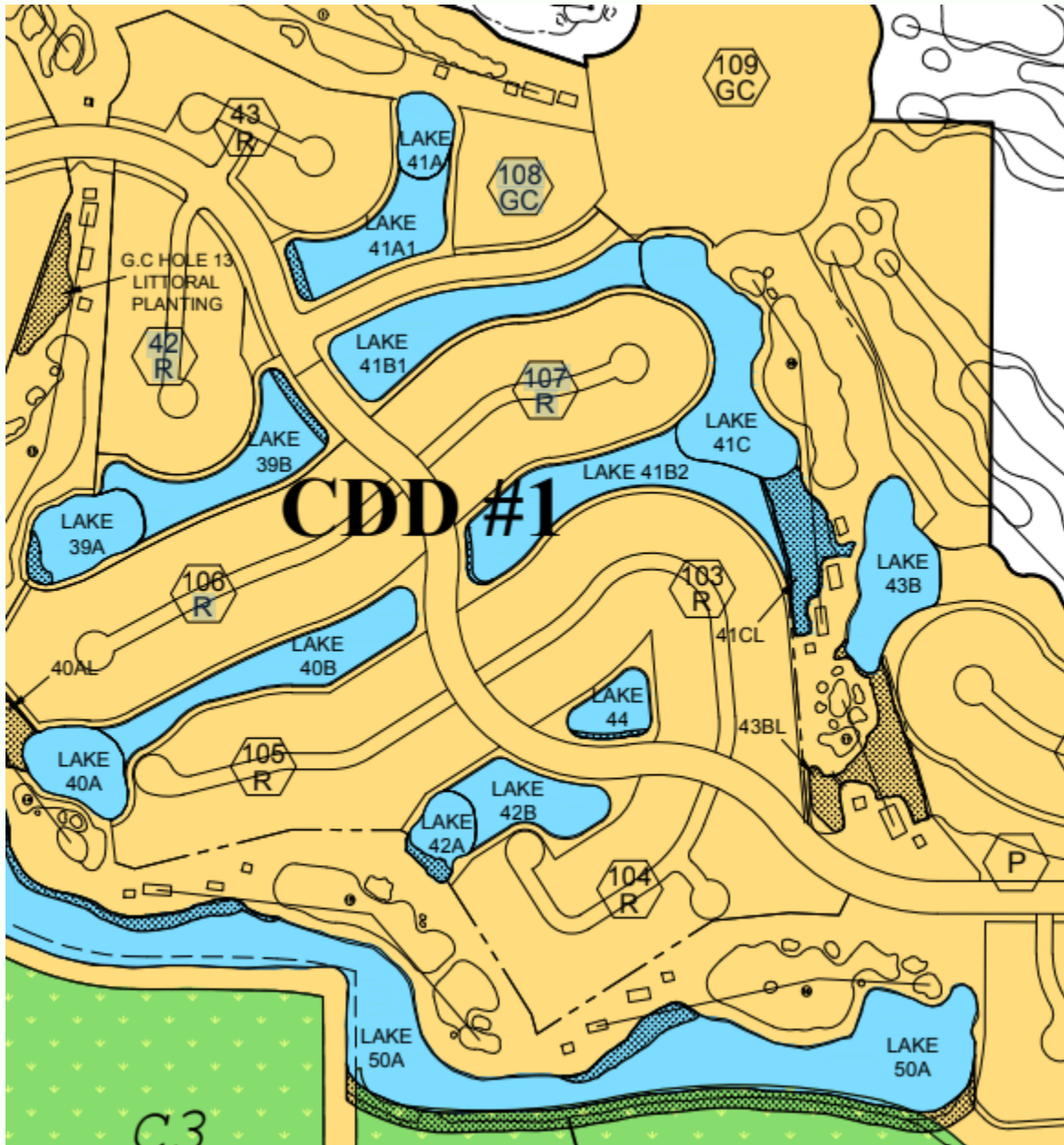


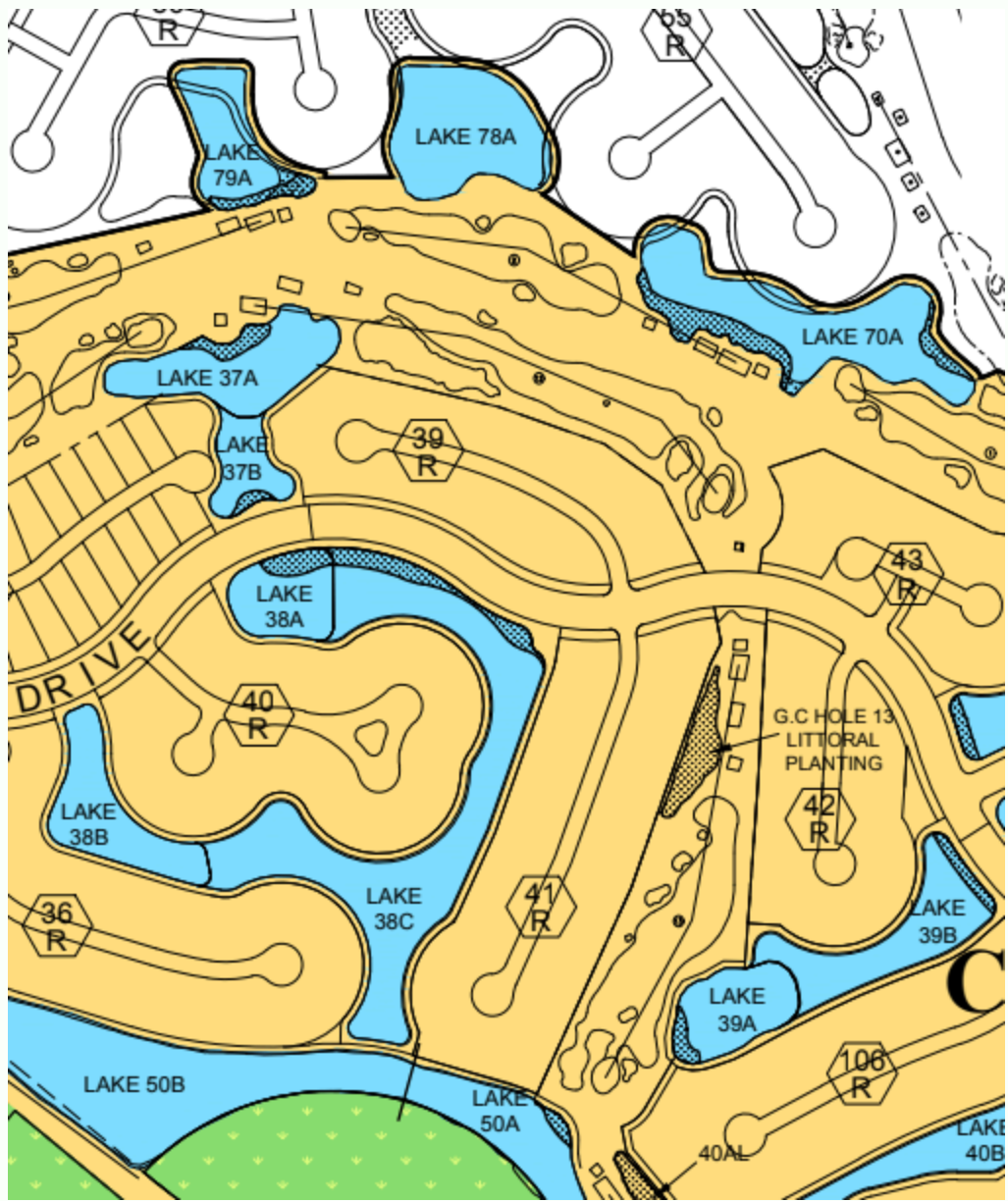


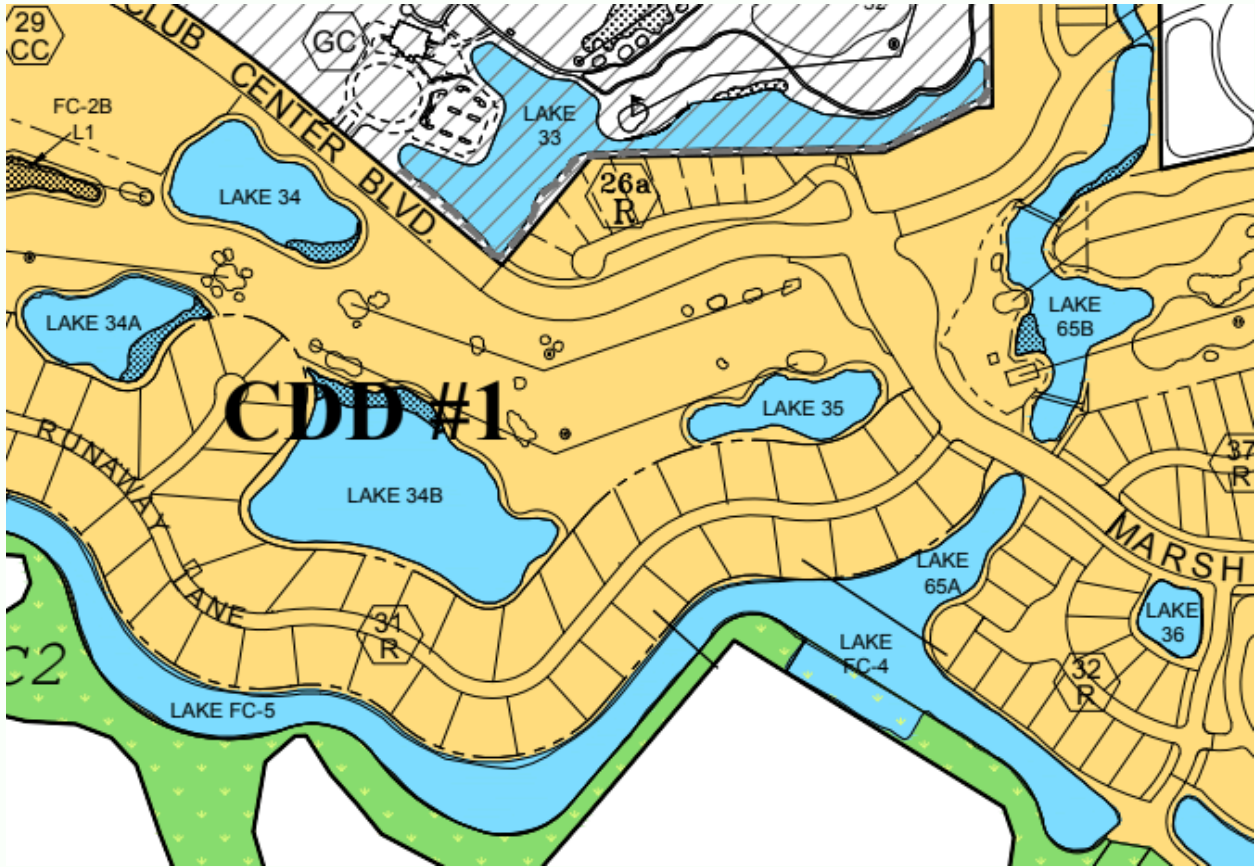




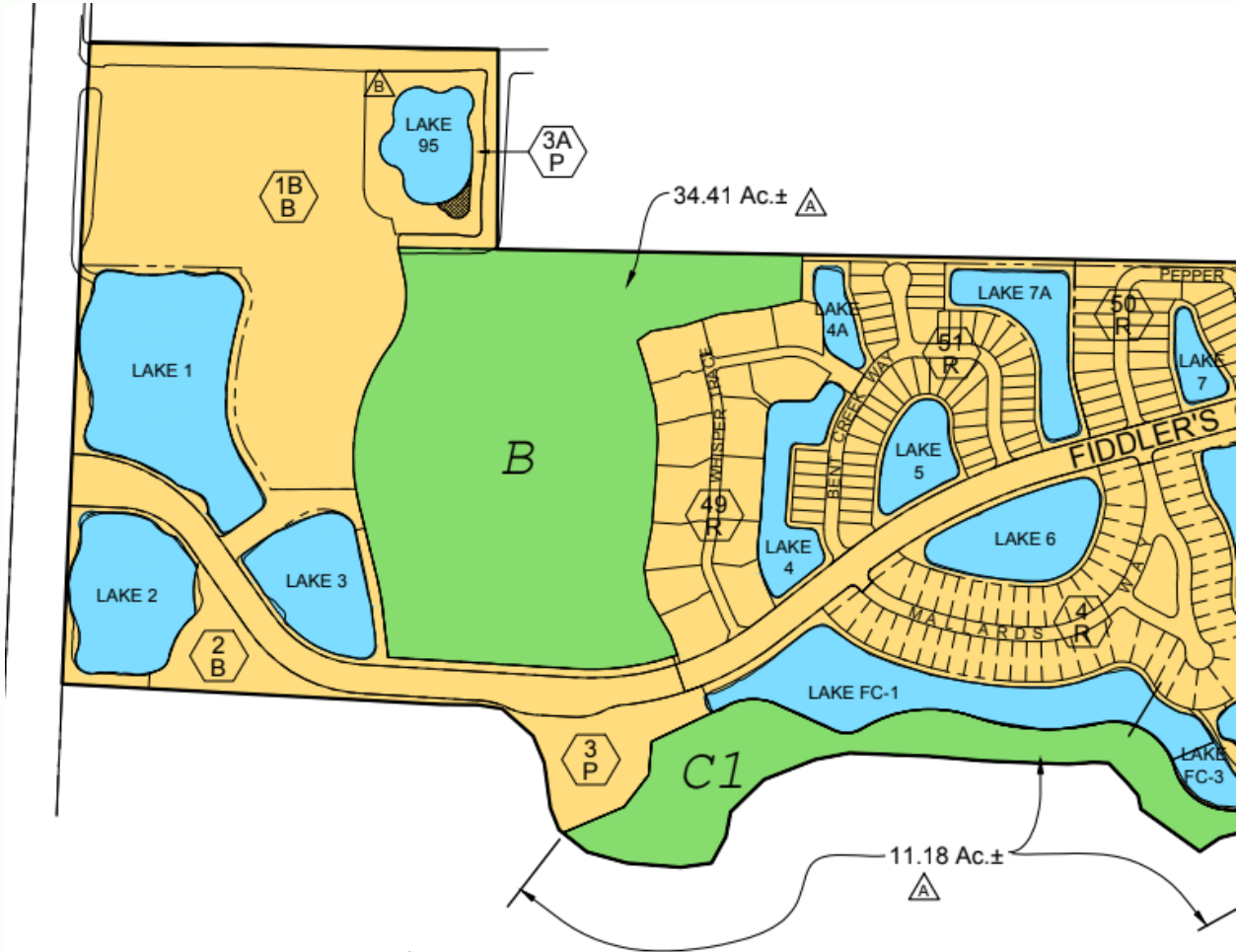
Fiddler's Creek CDD #1 Alternative Site Maps

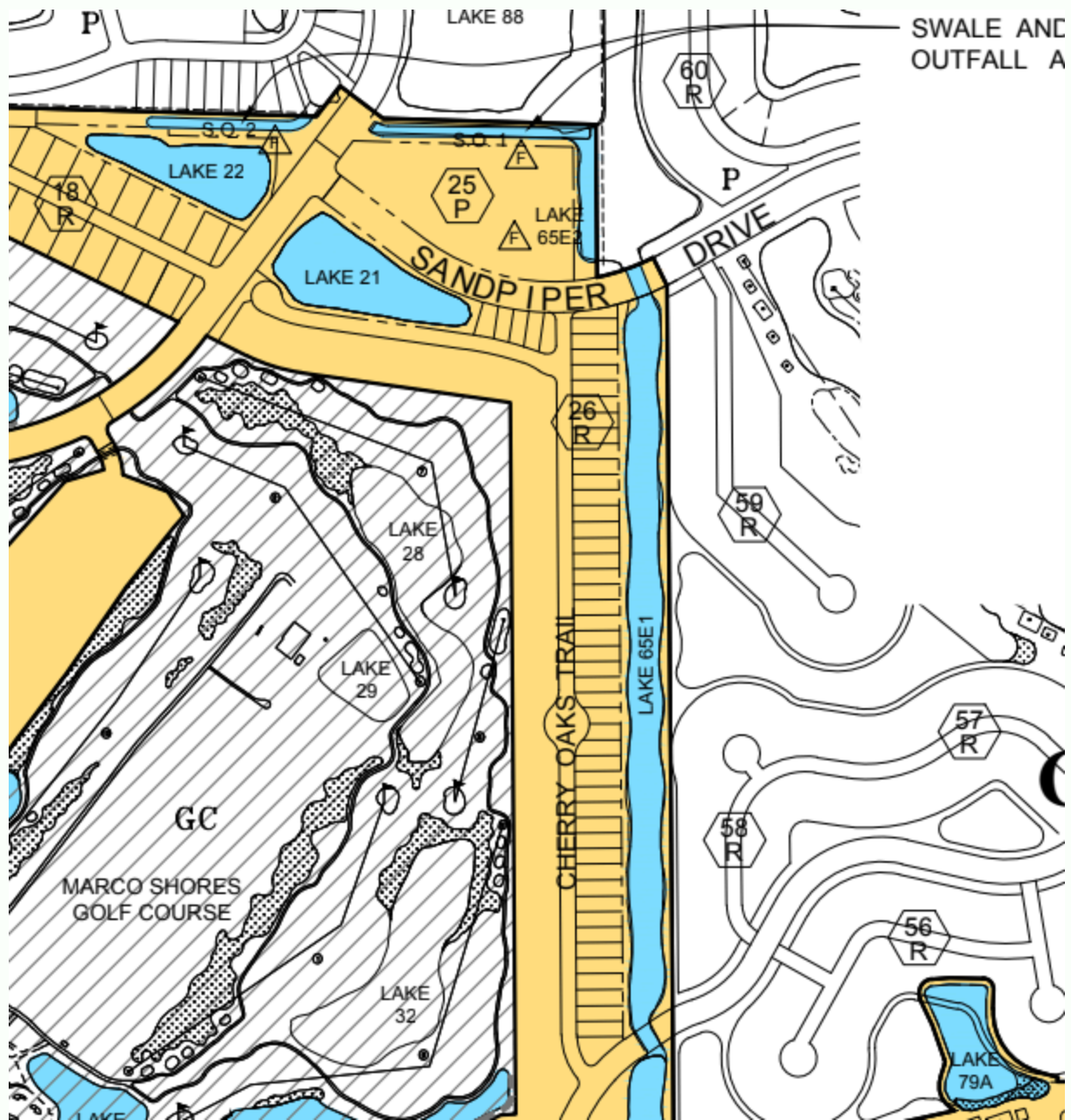


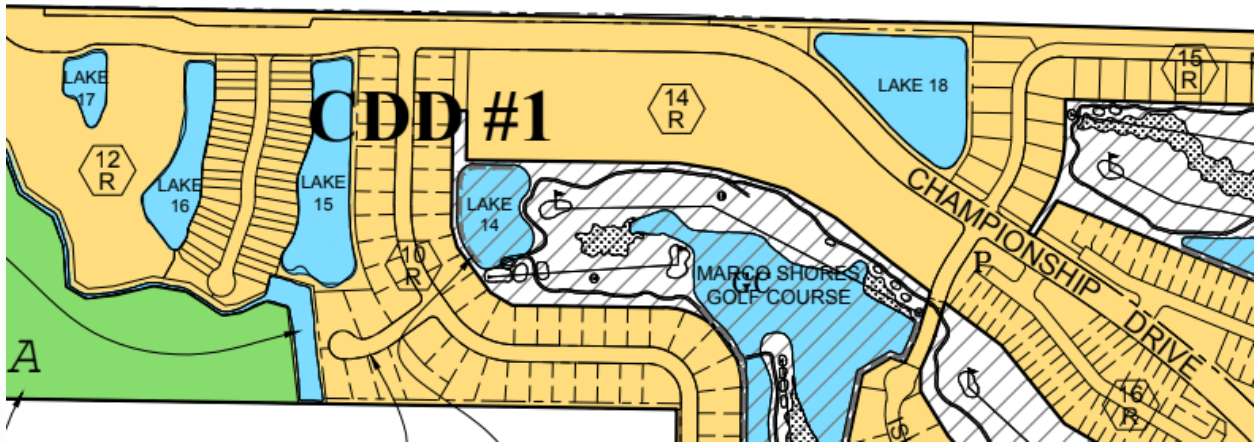












FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

4A

CDD I

FEBRUARY 2024

PRESENTED BY: RYAN HENNESSEY & JOSEPH PARISI

CDD I FOUNDATION CONTRACTED RESPONSIBILITIES

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

TREE CANOPY TRIMMING

- Fruited Palms in CDD#1 area(Club Center Blvd. & Fiddler's Creek Parkway)
- Fruited Palms in CDD#2 area(Sandpiper from U.S. 41 to Cranberry Crossing)



IRRIGATION PROJECTED USAGE

- 19 Programmed Village Satellites
 - Monday, Wednesday & Saturday
 - 9:00 pm – 8:00 am
 - 12 Possible Run Cycles / 2 rain holds
- 11 Programmed Common Satellites
 - Tuesday, Thursday & Sunday
 - 13 Possible Run Cycles / 4 rain holds
- February Water Estimated Calculation Usage
 - Villages: 5,468,340 Gallons
 - Common: 2,003,604 Gallons
- Total Water Usage in February 2024 was 43,471,230 gallons.
- Total Water Usage in February 2023 was 56,605,922 gallons.

*Does not account for non-scheduled water usage such as leaks, wet checks, manual runs, battery timers, individual residential timers, and manual Toro clocks.



IRRIGATION REPORT

The Irrigation Manager found these problems in the month of February:



I-8 Isla & Championship

2/3/24- The satellite failed to communicate. Came in on Saturday to turn the radio back on due to power failure.

I-2 Bent Creek & I-4 Mulberry Row -

2/22/24- The satellite failed to communicate. Powered radio back on and remotely downloaded information.

I-16 Club Center

2/26/24- Added zone #41 to the Central Database which was missed from the original zone descriptions. (Inside hedgerow for Sauvignon.)

PRESSURE WASHING

- Recently Completed:
 - Montreux, Mahogany Bend, Runaway
- Presently Working:
 - Campanile area



Current Month's Projected Plan

- Completed
- Current Month Progress

2024 Mapping



SHILLER BOULEVARD

February

May

June

September

March

December/January

October/November

August

July

April

The Club & Spa

Tennis & Pickleball Facility

Temporary Driving Range

Future Wellness and Tennis Center

Future Golf Clubhouse and Driving Range

Marsh Boats

INFORMATION CENTER

GATEHOUSE

ENTRANCE & GATEHOUSE

ENTRANCE & GATEHOUSE

PUBLIC JOYRIDE CENTER

HARPER'S BAY

LAUREL COVE

DEER CROSSING

PULBERRY BAY

WINDMILL BAY

WINDMILL BAY

WINDMILL BAY

WINDMILL BAY

WINDMILL BAY

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Fiber Optic box for cable/internet



Electrical Transformer

Main Gate on FC Parkway



Questions?

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

4B

SAFETY DEPARTMENT UPDATE

Department of Safety, Health & Environment

DIRECTOR OF COMMUNITY SERVICES –
Ryan Hennessey

SAFETY MANAGER – Richard Renaud

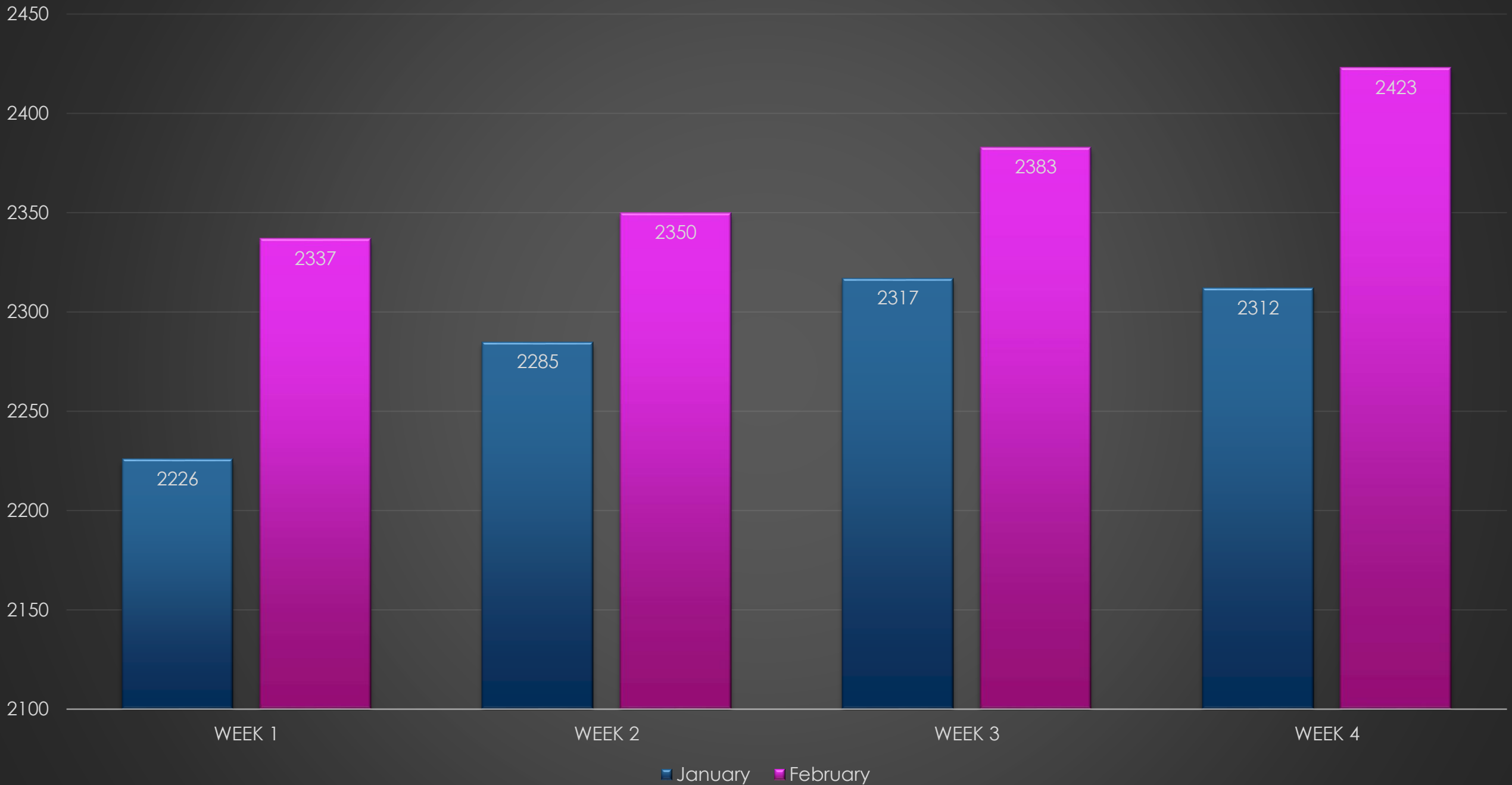


Gate Access Control

- Enter your guest information on the member's website
- Use the Fiddler's Creek mobile app to register guests
- Call the automated gate house at 239-529-4139
- IF YOU EXPERIENCE DIFFICULTY WITH ANY OF THESE, PLEASE SEND THE INFORMATION TO safety@fiddlerscreek.com, ALWAYS INCLUDE YOUR NAME AND ADDRESS.
- Community Patrol 239-919-3705

WE ARE NOT FIRST RESPONDERS, ALWAYS CALL 911
FOR AN EMERGENCY
THEN CALL COMMUNITY PATROL TO INFORM THEM OF
THE INCIDENT

Occupancy Report: January 2024-February 2024

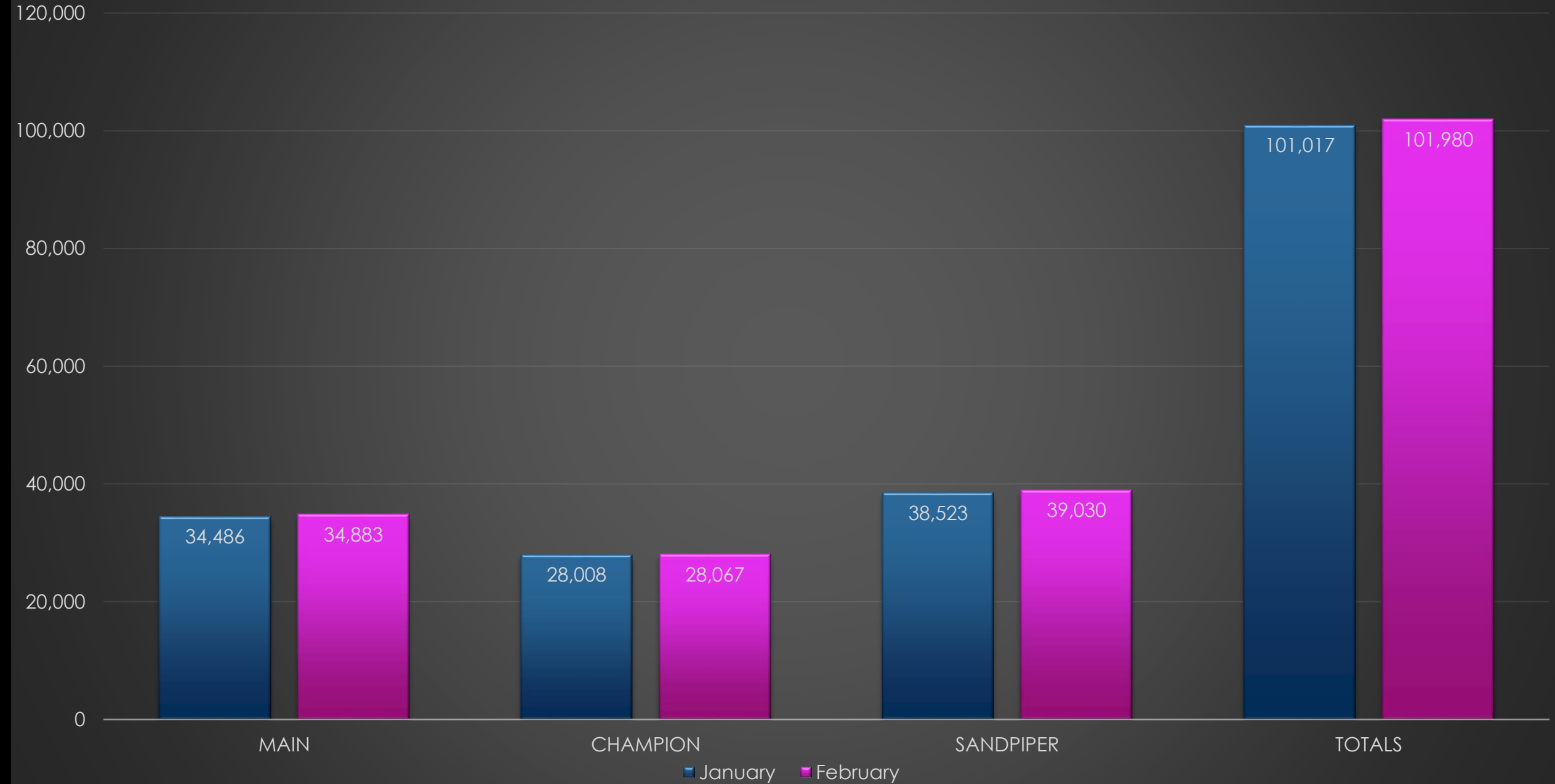


GATEHOUSES AND PATROLS

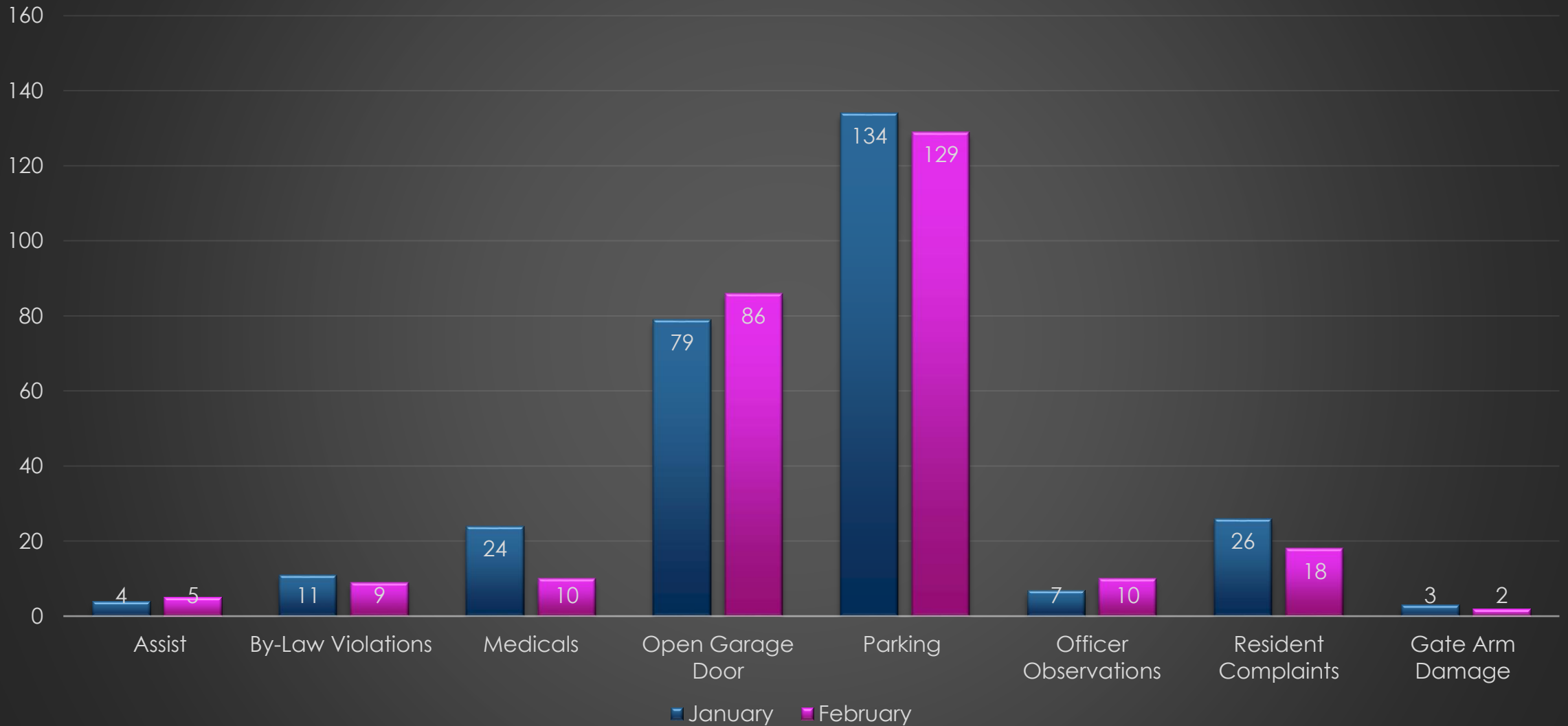
- Sandpiper, Championship, Main
- 24x7
- 2 Patrols per shift.
- 24x7



GATE HOUSE ACTIVITY: January 2024-February 2024



Incident Reports: January 2024-February 2024

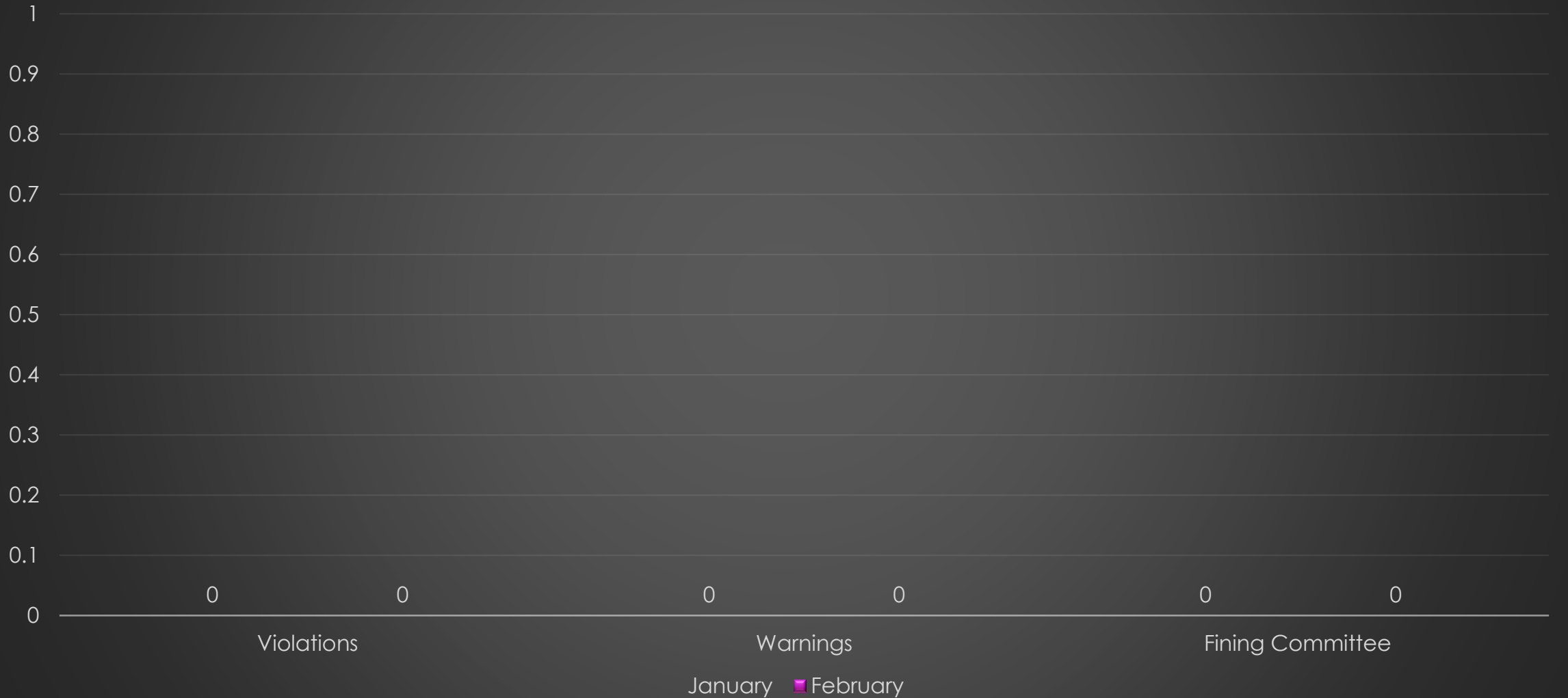


SPEED DETECTION AND ENFORCEMENT

- ▶ Portable speed detection device
- ▶ Deployed throughout Fiddler's Creek at areas of concern
- ▶ Fixed device located on Cherry Oaks Trail
- ▶ Both devices have been recalibrated and certified



Traffic Hawk Speeding Violations: January 2024-February 2024



Type (Most common)	Number
Extra Patrol	75
Alarm Calls	17
911 Hang-ups	11
Medical Calls	10
Crashes	2

FIDDLER'S CREEK
CCSO
STATISTICS
FEBRUARY 1ST -
FEBRUARY 29TH

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QUESTIONS?

- Thank you



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

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Landshore Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation
 Environmental engineering, Erosion control, Construction management
 d/b/a Erosion Restoration, LLC

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

PROPOSAL: #4151
Date: 3/20/2024

Project: Fiddler's Creek CDD No. 1 - Naples, FL
Shoreline Restoration of Approximately 1,081 Linear Feet of Embankment

PRODUCT DESCRIPTION

Eco-Filter Tube (EFT®) construction uses a woven or non-woven geotextile fabric that is formed into the shape of a tube. The tube is filled with sand by direct coupling to a hydraulic dredge. The tube is designed to retain the granular fill portion of the dredge slurry, while appropriately sized openings in the geotextile allow the excess water in the slurry to permeate through the tube walls. The procedure can be implemented in both dry and underwater conditions. The tubes can be fabricated in various circumferences, which, when inflated, will form a roughly elliptical shape. The Landshore® engineered EFT® system consists of a spun bound polyester filter fabric that is sewn together to form a tube specifically calculated for particular level of service, pressure, strength, stability and safety - is placed along the edge of water on prepared terrace and filled with sand to form an erosion barrier that has the characteristics of a permeable, gravity type retaining wall.

JOB SCOPE

Landshore® will install Eco-Filter Tube (EFT®) as follows: CASE 1 = One (1) Base Tube to provide stabilization and allow for land reclamation; One (1) Sacrificial Tube to fill voids and for final grading to match existing slope. CASE 2 = One (1) Submerged Tube to reaffirm the underwater shelf, plus Case 1. CASE 3 = Two (2) Submerged Tubes to reaffirm the underwater shelf, plus Case 1. **Fill Material is proposed to be brought in from offsite consisting of clean sand.** An erosion control mat will be installed over the base tube to assist in sod rooting and prevent material washing away.

ITEMIZED ESTIMATE: TIME AND MATERIALS
IMPORTED SAND

<u>LAKE</u>	<u>TYPE OF REPAIR</u>	<u>Unit</u>	<u>Estimated Quantities</u>	<u>Unit Cost</u>	<u>Total</u>
LAKE 4	CASE 1	LF	66	\$ 80.34	\$ 5,302.44
LAKE 9	CASE 3	LF	586	\$ 140.56	\$ 82,368.16
LAKE 16	CASE 1	LF	143	\$ 80.34	\$ 11,488.62
	CASE 2	LF	552	\$ 110.24	\$ 60,852.48
LAKE 21	CASE 1	LF	143	\$ 80.34	\$ 11,488.62
LAKE 16	EXTENSION OF YARD DRAINS:				
	ADS Storm Drainage (D=4" Flexible)	LF	272	\$ 25.00	\$ 6,800.00
	ADS Storm Drainage Box and Pipes	EA	4	\$ 682.04	\$ 2,728.16

TOTAL JOB COST \$181,028.48

Excluding any permit fees and fees for a payment and performance bond, if any.



Landshore Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
 Environmental engineering, Erosion control, Construction management
 d/b/a Erosion Restoration, LLC*

PAYMENT SCHEDULE

Landshore® Enterprises' payment policy is as follows:

25% Mobilization	\$45,257.12
65% Progress work	\$117,668.51
10% Completion of work	\$18,102.85

****Invoice is due upon receipt****

SPECIAL CONDITIONS

1. Landshore® is not responsible for damage to utilities outside of easement along shoreline if as-built drawings or locations are not provided by the Client.
2. Landshore® reserves the right to change this estimate unless an agreement is reached within 30 days of the original estimate date.
3. At this time, staging areas and site access has not been defined by Client. Therefore, any damages caused to access (curbing, sidewalk, road, etc.) are not included in this estimate.
4. Landshore® is not responsible for any damages to the work by any natural disaster.
5. Landshore® will install EFT® tube to control elevation. Any tube that will be over pumped to get to such level will not be under warranty.
6. In case there are any unstable submerge slopes that have not been identified by the client, Landshore® will not be held responsible for any under water land slide caused by any additional load on top of submerge slope.
7. Following sod installation, any sod maintenance activities, such as watering, is to be administered by Client.
8. If there are stormwater drainage pipes at shoreline edge, Landshore® can extend the pipes for an additional cost. Size will be determined as needed and approved by the Client.
- 9. All information provided by Landshore® is to be shared only with the Client and those with authority to make decisions on behalf of the Client. This information is by no means to be shared to solicit competing entities.**
- 10. The Client is responsible to adhere to all applicable Federal, State, County, City, District and any other municipal or local laws, regulations, rules, ordinances and guidelines. Unless specifically hired to obtain all necessary permits - Landshore® will not be liable for any construction or design issues, violations, fines or claims received due to nonconformance and noncompliance to standards or absence of permits (submittal of permit application does not guarantee the approval, additional services such as expediting, meetings with reviewer, etc. may be performed at an hourly rate, at the Client's request).**

This proposal is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

 Client's Representative Signature

 Date

 Landshore® Enterprises Representative Signature

 Date

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

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Divisions of Southern Striping Solutions, LLC.

239.591.5903 office

239.719.7087 cell

239.280.0762 fax

www.collierpave.com

PROPOSAL

Date: 3/15/2024
 Estimate #: 24-173
 Project: CDDI ADA Mat Repair
 Contractor: Hole Montes
 Location: Fiddlers Creek, Naples Fl
 Scope: ADA Mats

Item No.	Description	Quantity	Unit	Unit Price	Extension
	Repair Existing ADA Mats	1	LS	\$ 2,240.00	\$ 2,240.00
	Mobilization	1	LS		
	Repair ADA Mats	12	EA		
				Total:	\$ 2,240.00

TERMS AND CONDITIONS

30% Deposit Due Prior to Mobilization and Final Payment Due at Completion

Price excludes new ADA Mats

Price excludes all replacement of any Wheel Stops

Price excludes all concrete repairs or replacements

No Permits, Fee's or Bond

No traffic control or devices

No Testing

No Q/C Plan or Services

No Fine Grade of sub-base


Progress invoicing based on work completed

Price submitted is good for 30 days from date of proposal

Excludes all Asphalt over-runs due to yielding sub-grade or Base

Asphalt material costs subject to (Fuel Cost Adjustment) base on market pricing after 90/days form contract.

Final Prices Based on Field Measurements


 Eddie Rey
 Estimator/Project Manager

Date of Acceptance _____

by: _____



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

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FIRST AMENDMENT TO INTERLOCAL AGREEMENT
[IRRIGATION DISTRIBUTION LINES]

This First Amendment To Interlocal Agreement [Irrigation Distribution Lines] ("First Amendment") is entered into as of this 17 day of DECEMBER, 2014, by and between the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT 1, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "FIDDLERS 1"); and the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT NO. 2, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "FIDDLERS 2").

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

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

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

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

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

WITNESSETH

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

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

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

and identified on the attached Exhibit 'A' and will be solely responsible for the capital costs, operating costs and maintenance costs associated with their future respective irrigation water distribution lines."

2. This First Amendment To Interlocal Agreement [Irrigation Distribution Lines] shall be effective as of _____.

3. **IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment To Interlocal Agreement [Irrigation Distribution Lines] on the day and year first above written.

ATTEST:

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT 1

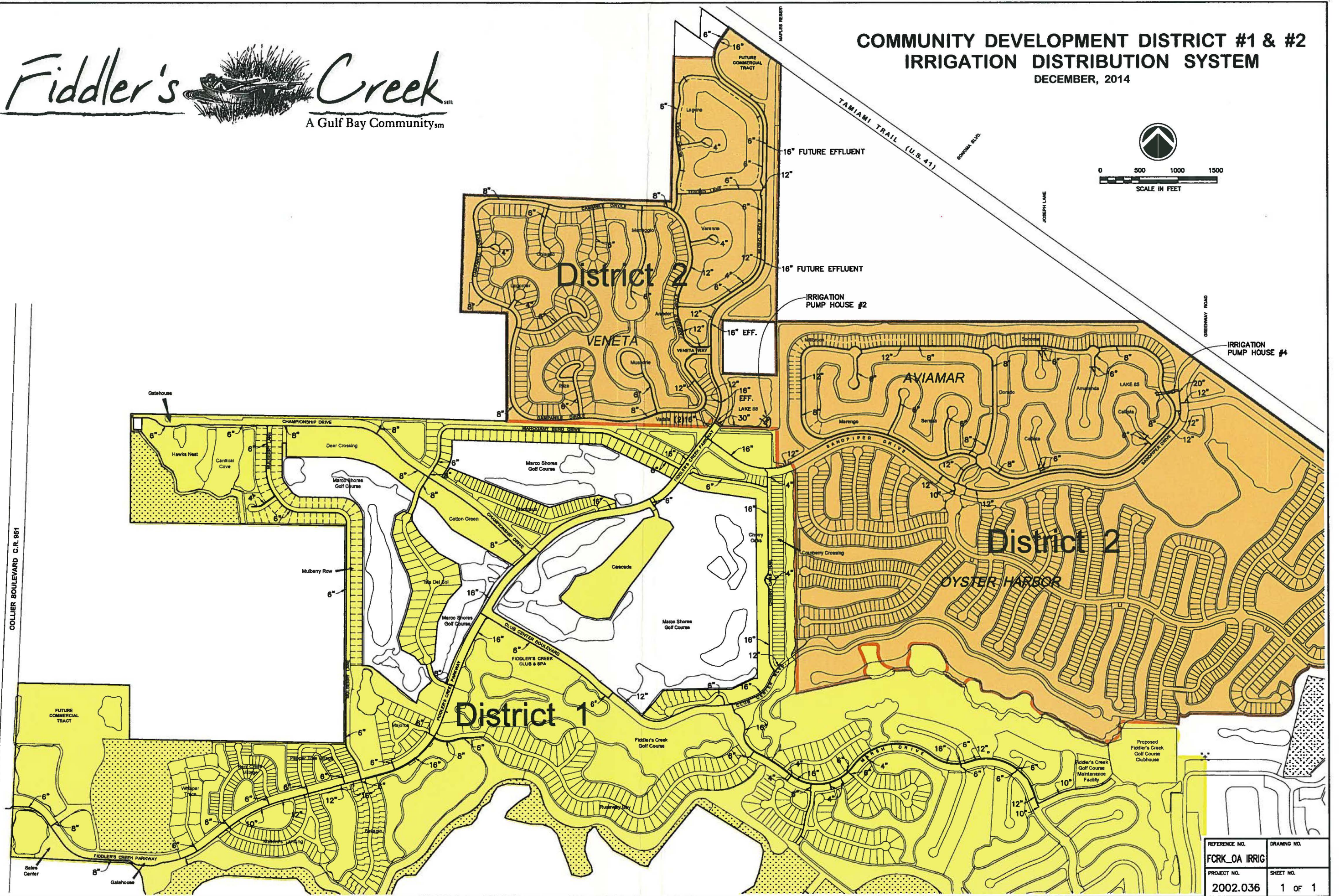
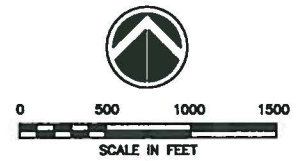
ATTEST:

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT 2

EXHIBIT "A"

TO

FIRST AMENDMENT TO INTERLOCAL AGREEMENT
[IRRIGATION DISTRIBUTION LINES]



H:\Users\jwheeler\OneDrive\Documents\Projects\FCRK_OA_IRRIG.dwg 16, 2014 - 10:21am Plotted by: jwheeler

REFERENCE NO.	DRAWING NO.
FCRK_OA_IRRIG	
PROJECT NO.	SHEET NO.
2002.036	1 OF 1

SECOND
AMENDED AND RESTATED
INTERLOCAL AGREEMENT

This Second Amended and Restated Interlocal Agreement is entered into as of this 25 day of August, 2010 ["Amended and Restated Agreement"] The parties hereto are the same parties to that certain Interlocal Agreement entered into the 24 day of October, 2007, as amended and restated by that certain Amended and Restated Interlocal Agreement dated as of April 22, 2009, by and between the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT 1, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as FIDDLERS 1) and the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT NO. 2, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as FIDDLERS 2

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

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

WHEREAS, it has been determined by the respective Board(s) of Supervisors for each of said community development districts that it would be an efficient utilization of certain property, improvements, facilities, personnel and equipment [particularly those

related to access control and irrigation water supply and distribution] to enter into an Interlocal Agreement pursuant to the provisions of Section 190.011(12), Florida Statutes and Part I of Chapter 163, Florida Statutes, the Florida Interlocal Cooperation Act of 1969", as amended, in order to more economically utilize certain property, improvements, facilities, personnel and equipment related to access control and irrigation water supply and distribution, in a manner advantageous to all and to annually allocate the costs thereof on an equitable pro-rata basis; and,

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

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

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

NOW THEREFORE,

WITNESSETH

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

1. A. FIDDLERS 1 and FIDDLERS 2 agree that for the fiscal year beginning October 1, 2010 and ending September 30, 2011, as they jointly utilize the property, improvements, facilities, personnel, equipment and vehicles of each district related to access control and irrigation water supply and distribution, they will do so with the supervision and coordination of the district manager for each district; and with the allocation, on an equitable pro-rata basis, as calculated by the District Manager, of the cost of the property, improvements, facilities, personnel and equipment resources necessary related to access control and irrigation water supply and distribution, as outlined in the respective line items for same contained within the adopted budget of each district, a true and correct copy of said adopted budget for each said district being attached hereto and made a part hereof as Exhibit "C". The parties hereto agree that any proposed increase in the cost to provide said services shall require the prior approval of the Board of Supervisors of each district. In addition, each district shall be responsible for the costs and expenses associated with the time/value/carrying cost ["Cost"] of any funds advanced ["Advanced Funds"] resulting from the other district's [i.e. "Advance Funding District"] payment of costs, fees, expenses and charges in excess of the Advance Funding District's proportionate share otherwise required under this Agreement. The Cost of Advanced Funds not paid to the Advance Funding District within thirty (30) calendar days of being advanced, shall be a rate of interest equal to

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

B. FIDDLERS 1 and FIDDLERS 2 agree that for the fiscal year beginning October 1, 2010 and ending September 30, 2011, as they both benefit from the operation and maintenance of that portion of the overall water management system commonly referred to as the Belle Meade Preserve [as depicted on the attached Exhibit "D"], each district agrees to pay for the unique costs associated with the maintenance of said Belle Meade Preserve, the allocation, on an equitable pro-rata basis, as calculated by the District Manager, of the maintenance cost necessary related to the maintenance of said Belle Meade Preserve, as outlined in the respective line items for same contained within the adopted budget of each district.

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

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

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

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

5. A. This Interlocal Agreement shall remain in force and effect until September 30, 2011, after which time, on October 1, 2011 and each October 1st thereafter (the "Anniversary Date"), it shall be automatically extended for an additional one (1) year term [with a corresponding substitution of Exhibit "C" to reflect the forthcoming year's budgeted allocation for each district] unless any party advises the other party, in writing, not less than sixty (60) days prior to the Anniversary Date, that said party wishes to terminate this Interlocal Agreement, in which event this Interlocal Agreement shall terminate on the Anniversary Date. No party may otherwise terminate this Interlocal Agreement during the course of any fiscal year.

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

C. If any party breaches any of the provisions of Paragraphs 2, 3 or 4 above, which breach continues for a period of 15 days after receipt of written notice

thereof from the other party, then the non-breaching party may terminate this Agreement upon not less than 30 days written notice to the other party.

6. The employment of the personnel necessary to perform the activities outlined herein shall be made by the District Manager.

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

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

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

10. This Amended And Restated Agreement supersedes and replaces the prior Agreement in its entirety.

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

ATTEST:

CQ E. Adams

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT 1

D. Broughman

ATTEST:

CQ E. Adams

FIDDLERS CREEK
COMMUNITY DEVELOPMENT
DISTRICT.2

J. White

AMENDED AND RESTATED
INTERLOCAL AGREEMENT

This Amended and Restated Interlocal Agreement is entered into as of this 22 day of APRIL, 2009 ["Amended and Restated Agreement"] The parties hereto are the same parties to that certain Interlocal Agreement entered into the 24th day of October, 2007, by and between the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as FIDDLERS #1); and the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #2, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as FIDDLERS #2).

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

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

WHEREAS, it has been determined by the respective Board(s) of Supervisors for each of said community development districts that it would be an efficient utilization of certain property, improvements, facilities, personnel and equipment [particularly those related to access control and irrigation water supply and distribution] to enter into an

Interlocal Agreement pursuant to the provisions of Section 190.011(12), Florida Statutes and Part I of Chapter 163, Florida Statutes, the Florida Interlocal Cooperation Act of 1969", as amended, in order to more economically utilize certain property, improvements, facilities, personnel and equipment related to access control and irrigation water supply and distribution, in a manner advantageous to all and to annually allocate the costs thereof on an equitable pro-rata basis; and,

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

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

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

NOW THEREFORE,

W I T N E S S E T H

That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration exchanged from one party to the other, the

aforesaid FIDDLERS #1 and FIDDLERS #2 hereby enter into this Amended and Restated Interlocal Agreement.

1. FIDDLERS #1 and FIDDLERS #2 agreed, that for the fiscal year beginning October 1, 2007 and ending September 30, 2008, as they jointly utilize the property, improvements, facilities, personnel, equipment and vehicles of each district related to access control and irrigation water supply and distribution, they will do so with the supervision and coordination of the district manager for each district; and with the allocation, on an equitable pro-rata basis, as calculated by the District Manager, of the cost of the property, improvements, facilities, personnel and equipment resources necessary related to access control and irrigation water supply and distribution, as outlined in the respective line items for same contained within the adopted budget of each district, a true and correct copy of said adopted budget for each said district being attached hereto and made a part hereof as Exhibit "C". The parties hereto agree that any proposed increase in the cost to provide said services shall require the prior approval of the Board of Supervisors of each district. In addition, each district shall be charged interest on any funds advanced ["Cost of Advanced Funds"], beginning thirty (30) days after the date the funds are advanced, resulting from the other district's [i.e. "Advance Funding District"] payment of costs, fees, expenses and charges in excess of the Advance Funding District's proportionate share otherwise required under this Agreement. The parties agree that the Cost of Advanced Funds shall be equal to the interest that the Advanced Funds would otherwise have earned in the Advancing District's operating account. Such interest shall not exceed the then current prime rate.

2. The parties hereto agree that any contracts with outside parties that are

necessary or required to provide the services described herein for which the costs are shared by the districts, shall be required to obtain the approval of the Board of Supervisors of each district .

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

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

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

5. A. This Interlocal Agreement shall remain in force and effect until September 30, 2009, after which time, on October 1, 2010 and each October 1st thereafter (the "Anniversary Date"), it shall be automatically extended for an additional one (1) year term [with a corresponding substitution of Exhibit "C" to reflect the forthcoming year's budgeted allocation for each district] unless any party advises the other party, in writing, not less than sixty (60) days prior to the Anniversary Date, that said party wishes to terminate this Interlocal Agreement, in which event this Interlocal Agreement shall terminate on the Anniversary Date. No party may otherwise terminate

this Interlocal Agreement during the course of any fiscal year. No amendment or modification to any terms and provisions of this Agreement or the obligations and rights of the parties hereunder shall be effective unless provided in a written amendment executed by both parties.

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

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

6 The employment of the personnel necessary to perform the activities outlined herein shall be made by the District Manager.

7. The ownership, possession and custody of the property, improvements, and facilities necessary to be utilized shall be that of each district as their respective interests shall appear as of the date of execution of this Agreement. As to personal property which is the subject matter of leases. the parties hereto agree to execute any

consents or approvals required by any third parties under any existing leases to utilize said personal property in the manner outlined in this Agreement.

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

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

10. This Amended And Restated Agreement supersedes and replaces the prior Agreement in its entirety.

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

ATTEST:



CQE Adams

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT #1



J. Bringham

ATTEST:



CQE Adams

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT #2



James C. Polite

INTERLOCAL AGREEMENT

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

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

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

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

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

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

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

NOW THEREFORE,

WITNESSETH

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

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

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

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

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

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

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

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

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

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

6 The employment of the personnel necessary to perform the activities

outlined herein shall be made by the District Manager.

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

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

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

ATTEST:


Secretary/Assistant Secretary

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT #1


Chairman/Vice Chairman

ATTEST:


Secretary/Assistant Secretary

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT # 2


Chairman/Vice Chairman

SECOND AMENDMENT TO INTERLOCAL AGREEMENT
[IRRIGATION]

This Second Amendment To Interlocal Agreement [Irrigation] is entered into as of this ____ day of _____, 2024 (“Second Amendment”).

The parties hereto are the same parties to that certain Interlocal Agreement entered into the 24th day of October 2007 by and between the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as FIDDLERS #1); and the FIDDLERS CREEK COMMUNITY DEVELOPMENT DISTRICT #2, a community development district established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as FIDDLERS #2) (the “Interlocal Agreement”); as amended and restated by that certain Amended and Restated Interlocal Agreement dated as of April 22, 2009 (the “Amended and Restated Agreement”); as further amended by that certain Second Amended and Restated Interlocal Agreement dated as of August 25,, 2010 (the “Second Amended and Restated Agreement”); and, as further amended by that certain First Amendment To Interlocal Agreement [Irrigation Distribution Lines] “First Amendment”) dated as of December 17, 2014; said Interlocal Agreement and all prior amendments and restatements hereinafter being referred to as the “Interlocal Agreement, as Amended”; and,

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

NOW THEREFORE,

WITNESSETH

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

1. The current boundaries of FIDDLERS #1 are as depicted and described on the attached **Exhibit "A-1"**, which **Exhibit "A-1"** is incorporated into and made part of the Interlocal Agreement, as Amended. The current boundaries of FIDDLERS #2 are as depicted and described on the attached **Exhibit "A-2"**, which **Exhibit "A-2"** is incorporated into and made part of the Interlocal Agreement, as Amended.

2. The irrigation water distribution lines of each respective District are depicted and identified on the attached Exhibit "B" which **Exhibit "B"** is incorporated into and made part of the interlocal Agreement, as Amended.

3. All references to "access control" in the Interlocal Agreement, as Amended, are hereby deleted.

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

5. All other terms and conditions of the Interlocal Agreement, as Amended not amended hereby remain in full force and effect.

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

ATTEST:

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT #1

ATTEST:

FIDDLERS CREEK COMMUNITY
DEVELOPMENT DISTRICT #2

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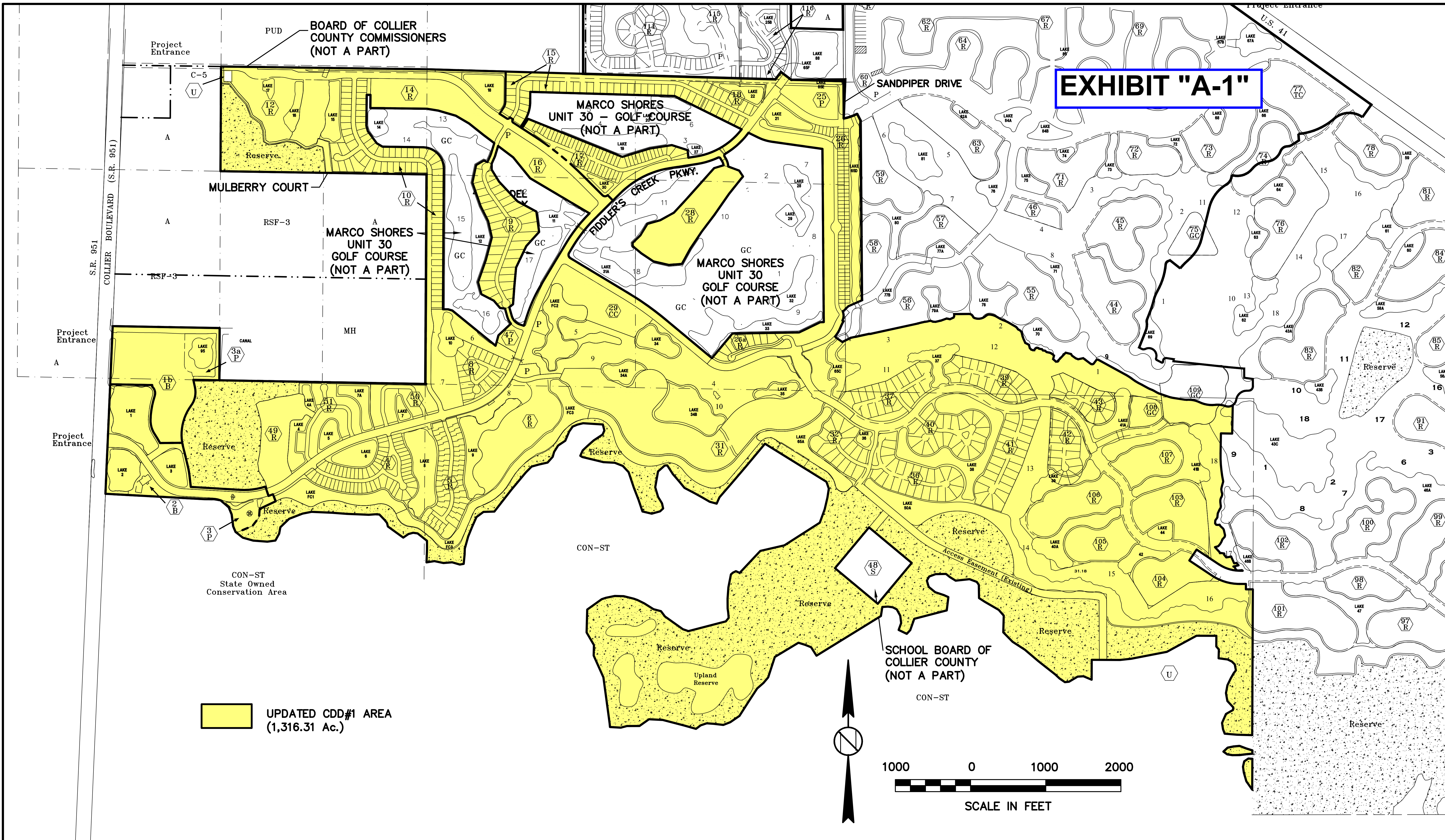


EXHIBIT "A-1"

DESIGNED BY W.T.C./JON	DATE 03/24
DRAWN BY G.J.G.	DATE 03/24
CHECKED BY W.T.C.	DATE 03/24
VERTICAL SCALE N/A	HORIZONTAL SCALE NOTED

FIDDLER'S CREEK

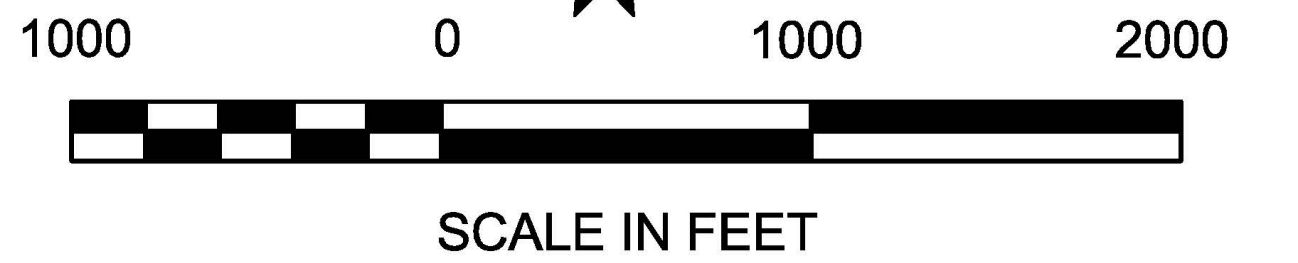
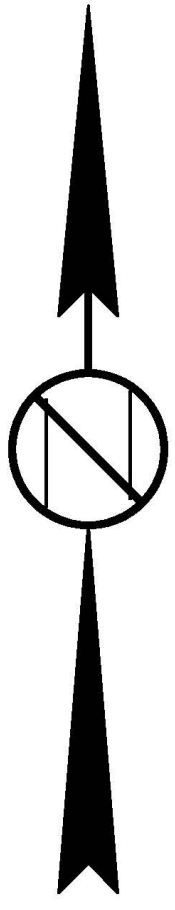
HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

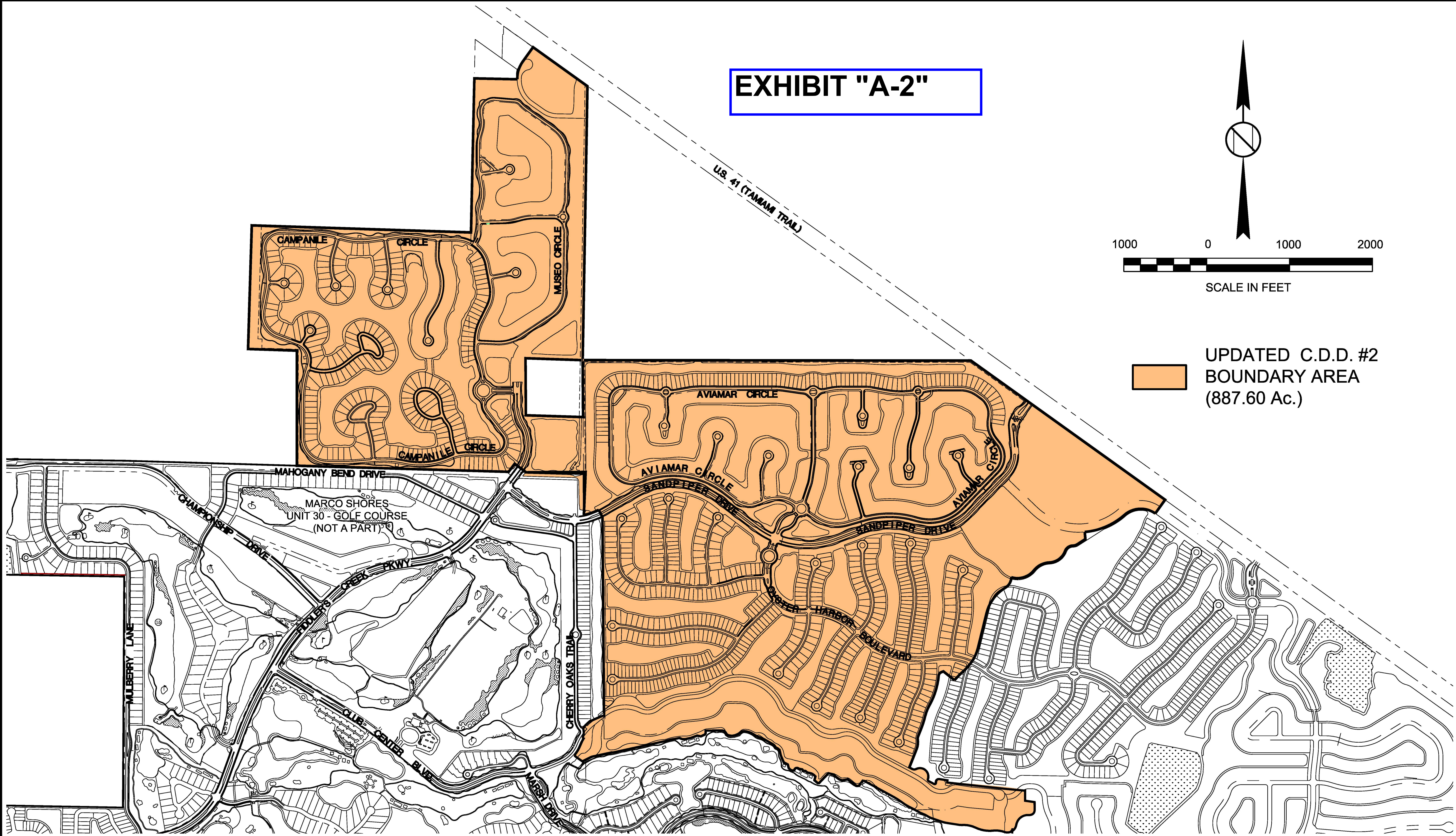
Community Development
District #1

CAD FILE NAME: CDD EX-6	DRAWING NO. EX170831
PROJECT NO. 1998.070	SHEET NO. 1 of 1

EXHIBIT "A-2"



**UPDATED C.D.D. #2
BOUNDARY AREA
(887.60 Ac.)**



H:\1998\199807\01\DWG\EXHIBITS\FCCDD\District 2\CDD2 CLR_2024-03-19.dwg Tab: CDD2 Color Mar 20, 2024 - 9:12am Plotted by: GarrettGrabowski

DESIGNED BY W.T.C.	DATE 03/24
DRAWN BY G.J.G.	DATE 03/24
CHECKED BY W.T.C.	DATE 03/24
VERTICAL SCALE N/A	HORIZONTAL SCALE NOTED

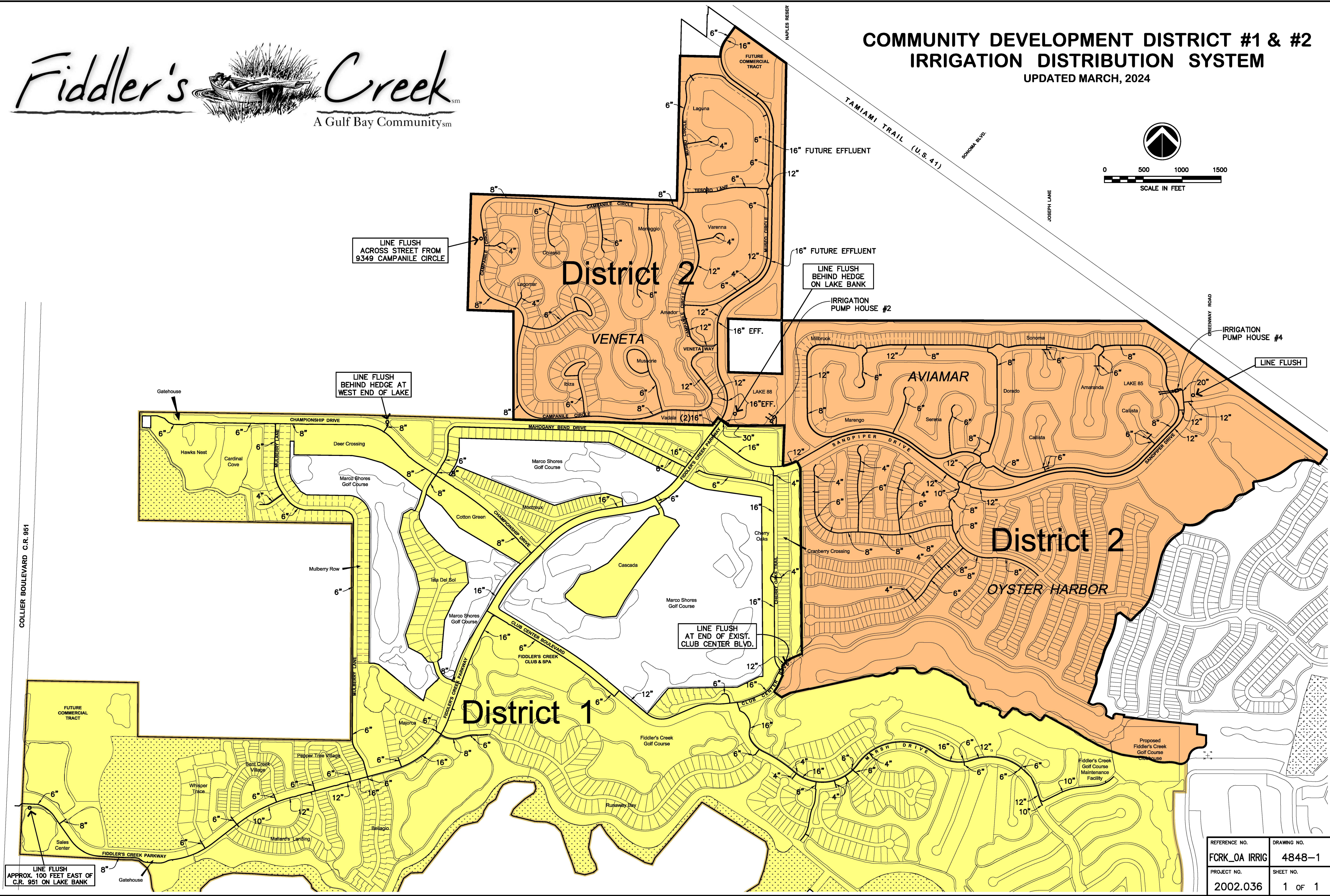
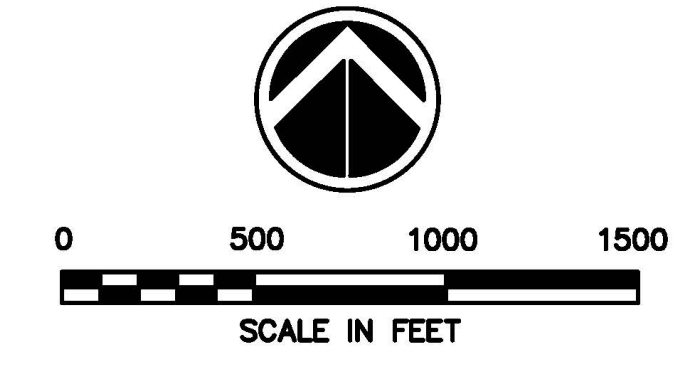
FIDDLER'S CREEK



950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

Community Development
District #2

CAD FILE NAME: CDD2 CLR	DRAWING NO. SK20170831
PROJECT NO. 1998.070	SHEET NO. 1 OF 1



H: 1998 V998070.DWG EXHIBITS V irrigation_VCK_OA_Irrig_2018-09.dwg Tab: 500p Mar 19, 2024 - 4:50pm Plotted by: CorrettForawski

LINE FLUSH
APPROX. 100 FEET EAST OF
C.R. 951 ON LAKE BANK

REFERENCE NO.	DRAWING NO.
FCRK_OA IRRIG	4848-1
PROJECT NO.	SHEET NO.
2002.036	1 OF 1

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

10

AQUA-MATIC IRRIGATION SYSTEMS, INC.

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

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

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

QUANT.	DESCRIPTION	UNIT PRICE	TOTAL
1	8" MG GATE VALVE AND FITTINGS AT THE WILDFILF CROSSING AT THE MARSH POINT PARK		\$3,806.00
1	LABOR TO INSTALL		\$1,850.00
1	6" MJ GATE VALVE AT THE INTERSECTION OF MULBERRY LANE AND F.C. PKWY.		\$2,745.00
1	LABOR TO INSTALL		\$2,250.00
1	2" BRASS G.V. AT WALL ON MULBERRY		285.00
1	LABOR TO INSTALL		650.00
	TOTAL		\$11,586.00

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

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

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

WARRANTY: AQUA-MATIC IRRIGATION SYSTEMS, INC., warrants that all materials used in completing installation, contracted for herein will be of high quality and new, and that all work will be done in a workmanlike manner. Any breach therein, causing any substantial defects, shall be remedied without charge, providing written notice is given AQUA-MATIC IRRIGATION SYSTEMS, INC., within one year of completion. It is agreed however, that no claim may be filed or this warranty shall be null and void unless accepted within thirty days following date submitted. It is agreed by the owner that any claim either under this contract or under the warranty herein above set forth, shall be brought only in the appropriate court in Collier County, Florida.

Notice to Buyer: (a) Do not sign this before you read it or if it contains any blank spaces. (b) You are entitled to an exact copy which is delivered herewith and receipt of which is hereby acknowledged to buyer.

Authorized Signature: _____

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal: The above or attached prices, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be NET 30 DAYS

Signature: _____

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

11

LIMITED COST-SHARING AGREEMENT

THIS LIMITED COST-SHARING AGREEMENT [Agreement] is entered into this 27th day of September, 2023 by and between Fiddler's Creek Community Development District #1 [District], Cranberry Crossing Village Association, Inc [Cranberry Crossing] and Cherry Oaks at Fiddler's Creek Condominium Association, Inc. [Cherry Oaks].

WHEREAS, the District owns that certain road in the District identified as Cherry Oaks Trail, which road is depicted on the attached **Exhibit "A"**; and,

WHEREAS, the members of Cranberry Crossing and Cherry Oaks and the owners in the two communities represented by Cranberry Crossing and Cherry Oaks [at times referred to herein collectively as the "Recipients"] have engaged the services of Trebilcock Consulting Solutions [Trebilcock], to provide professional services relating to traffic calming improvements on the north and south sides of the existing traffic circle on Cherry Oaks Trail (said traffic calming improvements referred to herein as the "Project"), as outlined in the Scope of Services in the Trebilcock Transportation Consulting Professional Services Agreement (the "Services"), dated July 16, 2023 attached hereto as **Exhibit "B"** [Trebilcock Agreement]; and,

WHEREAS, as the Trebilcock Agreement and the Project relate to and concern a District road, Cranberry Crossing and Cherry have requested that the District assist in funding a portion of the cost of the Services and Project, and the District is amenable to paying for a portion of the cost of the Services and the Project, up to a total maximum amount of \$10,000.

NOW THEREFORE, for and in consideration of the premises, the receipt and exchange of valuable consideration acknowledged by the parties hereto, the parties hereto agree as follows:

1. The above recitals are true and correct.
2. Each of the parties has the right, power and authority to enter into this Agreement and to perform hereunder.
3. The Recipients have entered into and executed the attached Trebilcock Agreement.
4. The Recipients shall be solely responsible for payments to Trebilcock under the Trebilcock Agreement and for all costs associated with the Project.
5. The Recipients shall deliver and provide to District copies of all communications between and among Trebilcock, Collier County and the Recipients relating to the Services and the Project.
6. Upon receipt from Trebilcock, the Recipients shall promptly deliver and provide to District copies of all reports, studies, analyses and deliverables outlined in the Trebilcock Agreement as well as all development orders and approvals issued by Collier County.

7. The District agrees, subject to the terms and conditions herein, to contribute to the Recipients collectively, an amount equal to one-third (1/3), up to a total maximum amount of \$10,000, of the fees properly paid by the Recipients for the Services and Project timely and properly provided.

8. A. In order for the Recipients to receive any contribution, Cranberry Crossing and Cherry Oaks collectively shall be in full and complete compliance with the terms and conditions of this Agreement and deliver to the District a detailed request for contribution payment, a copy of all reports, studies and analysis as of the date of the request, accompanied by accurate and complete statements/invoices from Trebilcock and all vendors and contractors and proof of payment to Trebilcock and all vendors and contractors satisfactory to the District. If necessary for audit purposes, the Recipients shall provide additional supporting information as required by District to document invoices.

B. In addition, no contribution or remittance of funds will be remitted to the Recipients until after approval and permitting by Collier County of a District approved Project and the completion of same to the satisfaction of Collier County and the District. No work shall commence on the District Road to install/construct the Project, until the District issues a Right Of Way Authorization to the Recipients and the Recipients enter into a maintenance, hold harmless and indemnification agreement with the District prepared by the District.

9. The District shall have thirty (30) days to review the submitted documents and determine whether to remit the contribution payment to the Recipients collectively. If the District makes a determination that payment would not be proper, it shall so advise the Recipients in writing and the reason(s) therefor.

10. The District shall have no obligation to make payment to Trebilcock or vendors and contractors and Trebilcock, vendors and contractors shall look solely to the Recipients collectively.

11. If the Services to be provided under the Trebilcock Agreement or the Project, which are eligible for District reimbursement, do not begin before November 1, 2023, this cost-share agreement will be subject to termination at the total discretion of the District. The Services and the Project shall be completed to the satisfaction of Collier County and the District by no later than March 29, 2024 (the "Completion Date").

12. The final invoice must be submitted no later than 45 days after the Completion Date. Final invoices that are submitted after that date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. The Recipients must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.

13. All invoices shall include the following information: (1) the Recipients' name, address, and authorization to directly deposit payment into Recipients' account (if Recipients have not yet provided the District with a completed Direct Deposit Authorization form); (2) Recipients' invoice number and date of invoice; (3) supporting documentation as to cost and/or Services and Project completion (as per the cost/fee schedule and other requirements of the Statement of Work); (4) all reports, studies and

analysis to date. Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.

14. Payments withheld or nullified. The District may on account of subsequently discovered evidence, withhold or nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work or services not remedied; (2) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

15. This Agreement is at all times contingent upon funding availability of the District.

16. If the Services and Project have not been completed within 30 days after the Completion Date, Recipients shall provide the District with notice regarding Trebilcock's and the Recipients intention as to completion of the Services and the Project. The parties shall discuss the status of the Services and Project and may mutually agree to revise the time for Services and Project completion or the scope of the Services and the Project. In all events, notwithstanding the foregoing, failure to complete the Services and the Project within 60 days after the Completion Date shall be deemed to constitute failure to complete the Services and Project for the purposes of this provision.

17. TERMINATION. In addition to any other rights of termination possesses by the district, If Recipients materially fail to fulfill their obligations under this Agreement, including any specific milestones established herein, the District may provide Recipients written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipients shall have 14 days following receipt of the notice to cure the breach. If Recipients fail to cure the breach within the 14-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipients shall refund to the District all funds provided to Recipients pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon 10 days written notice in the event of any material misrepresentations. Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

18. ASSIGNMENT. Recipients shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipients are solely responsible for fulfilling all work elements in and payment of all monies due. No provision of the Trebilcock Agreement shall create a contractual relationship between the District and any of Recipients' contractors or subcontractors.

19. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

- a. Maintenance of Records. Recipients shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipients shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent

books and other records involving transactions related to this Agreement. In the event of an audit, Recipients shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

- b. Repayment of Funds. District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipients spent funds for purposes other than as provided for herein; (2) Recipients failed to perform a continuing obligation of this Agreement; (3) Recipients received duplicate funds from the District for the same purpose; (4) Recipients have been paid funds in excess of the amount Recipients are entitled to receive under the Agreement.

20. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.

This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any litigation proceedings shall be in a Florida state court Collier County, Florida; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

21. INDEPENDENT CONTRACTORS. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipients are not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipients in accomplishing the Services relating to a District road. Recipients are solely responsible for accomplishing the Services and direct the means and methods by which the Services are accomplished.

22. E-VERIFY

Recipients shall comply with all applicable requirements of Section 448.095, Florida Statutes. Recipients shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If Recipients enter into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide Recipients with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Recipients shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If Recipients have a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then Recipients shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of Recipients knowingly violated Section 448.095, Florida Statutes, but Broker otherwise complied with its obligations hereunder, District shall promptly notify

Recipients and upon said notification Recipients shall immediately terminate the contract with the subcontractor. Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that Recipients knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District. By entering into this Agreement, Recipients represent that no public employer has terminated a contract with Recipients under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with Recipients.

23. PUBLIC RECORDS

During the term of the Agreement, Recipients shall comply with the Florida Public Records law. Recipients shall do the following: (1) keep and maintain public records required by the District in order to perform the Services; (2) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Recipients do not transfer the records to the public agency; (4) Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Recipients or keep and maintain public records required by the District to perform the service. If Recipients transfer all public records to the District upon completion of the Agreement, Recipients shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipients keeps and maintains public records upon completion of the Agreement, Recipients shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF RECIPIENTS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO RECIPIENTS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, RECIPIENTS WILL CONTACT THE DISTRICT CUSTODIAN OF RECORDS AT WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; TOLL FREE: (877) 276-0889; PHONE: (561) 571-0010, EXT. 415; FAX: (561) 571-0013; WWW.WHHASSOCIATES.COM.

Recipients shall keep and make available to the District for inspection and copying, upon written request by the District all records in Recipients possession relating to the Agreement. Any document submitted to the District may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in Recipients' possession is subject to inspection and copying unless exempted under Chapter 119 of the Florida Statutes. If Recipients fail to comply

with the Public Records, Law, Recipients shall be deemed to have breached a material provision of the Agreement.

24. This Agreement is deemed executed by the parties and effective as of the date first stated above.

WITNESSES

Fiddler's Creek Community Development District #1



By:  _____

CEO Adams
Print Name

Cranberry Crossing Village Association, Inc.

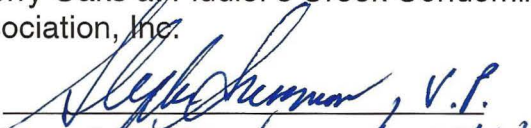


By:  _____

GEORGEY HILGIBSON
Print Name

Cherry Oaks at Fiddler's Creek Condominium Association, Inc.



By: 
STEPHEN SUSSMAN

FE CREAMER
Print Name



MAP LEGEND

- Major Roads
- Street Names
- Parcels
- Aerials 2023 Rural (2FT)
- Collier County

Folio Number: 32433031986
 Name: FIDDLER'S CREEK CDD 1
 Street# & Name:
 Build# / Unit#: R-2 / 1
 Legal Description: FIDDLER'S
 CREEK PHASE 3 UNIT TWO TRACT
 R-2

Collier County Property Appraiser, Naples, FL

0 = 72ft

2004. Collier County Property Appraiser. While the Collier County Property Appraiser is committed to providing the most accurate and up-to-date information, no warranties expressed or implied are provided for the data herein, its use, or its interpretation.





TREBILCOCK

CONSULTING SOLUTIONS

July 16, 2023

Geoff Fitzgibbons
President
Cranberry Crossing Village Association, Inc.
c/o Cardinal Mgmt. Group of FL, Inc.
4670 Cardinal Way, Suite 302
Naples, FL 34112
M 215-534-6137
E gtfitz7878@gmail.com

**Subject: Cherry Oaks Trail in Fiddler's Creek Traffic Calming, Collier County, Florida
Transportation Consulting Professional Services Agreement**

Dear Mr. Fitzgibbons:

Trebilcock Consulting Solutions, P.A. (TCS) is pleased to submit a proposal to provide Transportation Consulting Professional Services for traffic calming improvements on Cherry Oaks Trail in Fiddler's Creek. TCS will assist with services to design and permit traffic calming improvements on the north and south sides of the existing traffic circle on Cherry Oaks Trail in Collier County, Florida.

Please review the attached Scope of Services and Fee Schedule outlining the tasks that will be performed for the subject project. Also included are TCS' Standard Business Terms & Conditions and Standard Rate Code.

Thank you for the opportunity to provide our services on your project.

Sincerely,

Trebilcock Consulting Solutions, PA

Norman J. Trebilcock, AICP, PTOE, PE
President





PROJECT INFORMATION AND ASSUMPTIONS

- Hole Montes, Inc. is the engineer on the project, and will provide CAD base drawings or aerial photos will be used as the base map.
- Fiddler's Creek CDD1 is a Community Development District (CDD). Cranberry Crossing Village Assoc, and Cherry Oaks at Fiddler's Creek COA are associations within Fiddlers Creek. The three associations are working together on the proposed improvements and Cranberry Crossing Village Association will be the lead participant for the project.
- Cherry Oaks Trail contains single-family and multi-family residences and cut-through traffic has become an issue for many of the residents living on this street. The objective of this project is to implement traffic calming improvements along Cherry Oaks Trail.
- Trebilcock Consulting Solutions, PA (TCS) has been asked to design and permit traffic calming improvements on the north and south sides of the existing traffic circle, located halfway down Cherry Oaks Trail. There are constraints with driveways, so typical speed tables may need to be replaced with speed humps and speed kidneys/cushions. Devices will be constructed of asphalt.
- In coordination with staff and direction from Fiddlers Creek, TCS will not need to perform an updated speed study and we will rely on prior collected data to determine the effectiveness and appropriateness of traffic calming devices.
- Client to provide a copy of available relevant permits, reports, approvals, and other related documents for the Project.



SCOPE OF SERVICES

1. General Consultation

- A. Attend CDD meetings (2).
- B. Coordinate with the Greater Naples Fire District and Collier County staff on the project approach.

2. Traffic Safety Design and Permitting Support

- A. Coordinate with Collier County Transportation Planning staff on applicable elements of the NTMP (Neighborhood Traffic Management Program). Provide a concept plan based on prior collected data.
- B. Create design details for the speed humps, speed tables, speed kidneys and/or speed cushions along with signage and markings. Create an overall map of the improvement locations.
- C. Prepare Insubstantial Change Permit (ICP) application for the project.
- D. Assist with responding to permit review comments.

PROFESSIONAL SERVICE FEES

1. **Reimbursable Expenses** are billed as T/M/E (Time and Materials Estimate). Expenses for blueprints, reproduction services, overnight delivery, courier service, and other project related charges will be billed at cost plus 10%.
2. **Retainer/Payment.** Client will pay a retainer to Consultant for the Services in the amount of \$ N/A . This fee shall be payable upon contract signing (invoice will be provided). Client shall pay additional fees, if any, upon presentment of a billing statement by consultant, and the retainer will be applied to project final billing.



3. Scope of Services will be provided based on the following fee structure:

TASK	SCOPE OF SERVICES	FEE TYPE	FEE
1	General Consultation	TME	\$ 2,500.00
2	Traffic Safety Design and Permitting Support	TME	\$ 10,000.00
	Professional Service Fees – Reimbursable Expenses	TME	\$ 100.00
		Total	\$ 12,600.00

LS = Lump Sum (Fixed); TME = Time and Materials Estimate

EXCLUDED SERVICES

The professional services to be provided by Trebilcock Consulting Solutions are limited to those described in the Scope of Services. All other services are specifically excluded, including, but not limited to the following items:

- Construction Phase Services
- Environmental Services
- Final Design Roadway Improvement Services
- Geotechnical Engineering Services
- Hydrogeological Services
- Land Surveying Services
- Field Traffic Counts
- Off-site Street Lighting or Roadway Improvement Services
- Parking Needs Services
- Public Hearing Attendance (except as noted)
- Site Design Services
- Site Lighting Design Services
- Structural Engineering Services

PROFESSIONAL SERVICES AGREEMENT AUTHORIZATION

This is to certify that all parties to the Agreement have accepted the Scope of Services, Standard Business Terms and Conditions, and Standard Rate Code described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the last date shown below.

**CRANBERRY CROSSING VILLAGE ASSOCIATION,
 INC.**

TREBILCOCK CONSULTING SOLUTIONS, PA

 Geoff Fitzgibbons

 Date

 Norman J. Trebilcock

7/16/2023

 Date



REQUIRED BILLING INFORMATION

Please fill in the information below to ensure invoicing accuracy. **Note:** Invoices will be emailed to the email address provided under **Accounts Payable Information**, unless otherwise requested.

INVOICE ADDRESSEE INFORMATION		ACCOUNTS PAYABLE INFORMATION	
Company		Contact	
Contact		Phone No.	
Street Address		Fax No.	
City, State, Zip		Email Address	
Phone No.			
Fax. No.			
Email Address			



TREBILCOCK CONSULTING SOLUTIONS, PA **STANDARD BUSINESS TERMS & CONDITIONS**

These Standard Business Terms & Conditions are attached to, and made part of, the Proposals and Agreements between Trebilcock Consulting Solutions, P.A. (Consultant) and Client.

I. Limitation of Liability

Trebilcock Consulting Solutions' services under this Agreement will be consistent with the Standard of Care for all professional engineering and related services to be performed or furnished by Trebilcock Consulting Solutions. These engineering services shall be provided with the care and skill ordinarily provided by members of the Engineering Profession practicing under similar circumstances. Upon notice to Trebilcock Consulting Solutions and by mutual Agreement between the parties, Trebilcock Consulting Solutions will correct those services not meeting such a standard without additional compensation.

Trebilcock Consulting Solutions and Client recognize that the project involves risk. The risks have been allocated such that the Client agrees to the fullest extent permitted by the law, Trebilcock Consulting Solutions' total liability to Client for any and all injuries, claims, losses, expenses, damages, reasonable attorney's fees, and defense costs, arising out of or in any way connected to this project and/or Agreement from any cause or causes, shall not exceed the amount of the fee charged for the specific service described. Such causes may include, but are not limited to, Trebilcock Consulting Solutions' negligence, errors, omissions, strict liability, breach of contract or breach of warranty. **INDIVIDUAL EMPLOYEES, OR AGENTS OF TREBILCOCK CONSULTING SOLUTIONS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

II. Payments and Collection

Invoicing may be provided monthly, and statements are due and payable upon receipt, unless otherwise agreed in writing. Client agrees to carefully read all billing statements and promptly notify Trebilcock Consulting Solutions, in writing, of any claimed errors or discrepancies, within fifteen (15) days from the date of the statement. If Trebilcock Consulting Solutions is not notified by the Client in writing, it is presumed that owner agrees with the correctness, accuracy, and fairness of the billing statement.

Past due amounts may incur a late fee of 1% compounded monthly and Trebilcock Consulting Solutions can, upon giving seven (7) days written notice to Client, suspend services until payment in full is received. Client's failure to make payment to us within 30 days shall constitute a material breach of this Agreement and shall be cause for termination by Trebilcock Consulting Solutions. Retainers shall be credited on the final invoice. Trebilcock Consulting Solutions is entitled to collect reasonable fees and costs, including collection agency, attorney's fees, and interest as required to obtain collection of any fees under the Agreement.

III. Reimbursable Expenses

Expenses for reproduction services, courier fees, delivery, presentation materials, long distance phone calls, travel made on behalf of the project, subcontractors/sub-consultant fees, and any other out-of-pocket expenses incurred on the project are reimbursable to Trebilcock Consulting Solutions. These expenses will be billed to the Client at cost plus 10%.

IV. Permit and Application Fees

Client shall pay all permit and application fees required for the project.

V. Termination

This Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Irrespective of which party shall affect termination, the Client shall pay Trebilcock Consulting Solutions for all services rendered to the date of termination.

VI. Attorney Fees

Should litigation arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

VII. Mediation

Trebilcock Consulting Solutions and Client agree that all disputes or claims between them arising out of or relating to this Agreement made during design, construction, or post-construction of the project shall be submitted to nonbonding mediation unless the parties agree otherwise.

VIII. Ownership of Documents

All documents, including electronic media, prepared by Trebilcock Consulting Solutions under this Agreement shall remain the property of Trebilcock Consulting Solutions.

IX. Delays

Trebilcock Consulting Solutions is not responsible for delays caused by factors beyond Trebilcock Consulting Solutions' control including, but not limited to, the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of the work pursuant to this Agreement. Trebilcock Consulting Solutions does not guarantee issuance of any permit.



**TREBILCOCK CONSULTING SOLUTIONS, PA
STANDARD RATE CODE**

EFFECTIVE JUNE 23, 2023

CLASSIFICATION	CODE	HOURLY RATE
PROFESSIONAL CONSULTANT		
Professional Consultant 1	PC1	\$125
Professional Consultant 2	PC2	\$145
Professional Consultant 3	PC3	\$160
Professional Consultant 4	PC4	\$175
Professional Consultant 5	PC5	\$190
Professional Consultant 6	PC6	\$205
ADMINISTRATIVE		
Administrative Assistant 1	AA1	\$90
Administrative Assistant 2	AA2	\$100
<ul style="list-style-type: none">• Reimbursable and Sub-consultant Expenses may be charged at Cost plus 10%.• Expert Witness/Public Hearing may be charged at 150% of Standard Rate Code Fees.• Any State of Florida Services Tax will be added to our fees, as applicable.		

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

12

From: [Terry Cole](#)
To: [Joe Parisi](#); [Anthony Pires](#)
Cc: [jschmitt@comcast.net](#); [joseph.schmitt@fiddlerscreekcdd1.net](#); [Chuck Adams \(adamsc@whhassociates.com\)](#); [Mark Minor \(mminor@gradyminor.com\)](#); [Aaron Haak](#)
Subject: RE: FIDDLER"S CREEK CDD #1 DRAFT AGENDA 3/27
Date: Thursday, March 21, 2024 6:42:35 PM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image008.png](#)
[F. Creek CDD1 - revised boundary map.pdf](#)
[F. Creek CDD1 S & L - revised boundary.pdf](#)
[F. Creek CDD2- revised boundary map.pdf](#)
[F. Creek CDD2 S & L - revised boundary.pdf](#)
[Exhibit C - 240122 Memo CDD Proposed Improvements.pdf](#)

Joe and Tony,

I have attached the following:

CDD1 – revised boundary map, and also the revised sketch and legal description (not sure which one you want to use).

CDD2 – revised boundary map, and also the revised sketch and legal description (not sure which one you want to use).

The above would be used for Exhibits A-1 and A-2 (the “Properties”) as described in the Agreement.

They could also possibly be used as Exhibits B-1 and B-2 (the “Easements”) as described in the Agreement. The CDD easements are shown on at least a few different plats and separate sketch and legal descriptions as I recall since there are 7 different drainage basins involved.

Exhibit C – January 22, 2024 Memo from Mark Minor

Please let me know if you have any questions.

thank you,

W. TERRY COLE, P.E.

Senior Vice President | Hole Montes, a BOWMAN company

950 Encore Way, Naples, FL 34110

O: (239) 254-2000 | D: (239) 254-2024 | M:239-572-3316

tcole@bowman.com | bowman.com



As of May 15, 2023, Hole Montes has officially joined Bowman.

Bowman is a national professional services firm offering multi-disciplinary engineering, planning, surveying,

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

THIS AGREEMENT FOR ACCESS AND CONSTRUCTION (“Agreement”) is made and given this _____ day of _____, 2024 (the “Effective Date”) by and between **FCC GOLF CLUB, LLC**, a Florida limited liability company (“**FCC GOLF**”), with an address of 8156 Fiddler’s Creek Parkway, Naples, Florida 34110; **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**, a special purpose local government unit established pursuant to the provisions of Ch. 190, F.S. (“**CDD#1**”) and **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**, a special purpose local government unit established pursuant to the provisions of Ch. 190, F.S. (“**CDD#2**”); CDD #1 and CDD#2 individually, and at times collectively referred to herein as the CDDS.

RECITALS:

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

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

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

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

WHEREAS, after written approval by the CDDS of the specific plans and specification for the SWMS Project (the “SWMS Plans”), where such SWMS Plans impact the Properties or surface water management systems of the CDDS, and required permit and development order applications. FCC GOLF shall construct and complete the SWMS Project in full compliance with the accepted SWMS Plans and all permits and development orders, and grant and convey to the CDDS all easements, interests, and conveyance documents required and deemed necessary by FCC GOLF and the CDDS, for the CDDS to own, possess, access, operate and maintain their individual completed Project improvements; and,

DRAFT 3.22.24

WHEREAS, FCC GOLF is desirous of obtaining from the CDDS a temporary right of access for FCC GOLF and FCC GOLF's contractor(s) ("FCC GOLF's Contractor(s)") for purposes of access to, from, on, over, across, under and upon the Properties and Easements, as necessary, to engage in, perform and complete the SWMS Project and to complete the Fiddler's Creek golf course renovation project ("FCGC Renovation Project") (the SWMS Project and FCGC Renovation Project are sometimes referred to collectively as the "Projects"; and individually as the "Project") per issued Federal, State and/or County permits and/or development orders, and the CDDS are willing to grant such temporary access and use, subject to the full compliance by FCC GOLF and FCC GOLF's Contractor(s) with all of the terms and conditions of this Agreement.

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

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

2. **Grant by CDDS.** Subject to:

A. the prior written approval by CDD#1 of the SWMS Plans and related permits and development orders for the SWMS Project as to its Property and Easements; and

B. the prior written approval by CDD#2 of the SWMS Plans and related permits and development orders for the SWMS Project as to its Property and Easements; and

C. the prior written concurrence by the CDDS of the approved Modifications to or newly issued Environmental Resource Permits (and any changes and responses) by the South Florida Water Management District ("SFWMD") and all other required governmental agencies, for the Project; the CDDS grant to FCC GOLF and FCC GOLF's Contractor(s) a non-exclusive right and license to enter upon those areas of the Properties and Easements as approved by the CDDS, at locations approved by the CDDS, including but not limited to the SWMS Project and the FCGC Renovation Project access points; and

D. construct the drainage and SWMS improvements approved by the CDDS in strict conformance with all issued permits and development orders; and

E. perform and complete the Projects approved by the CDDS; and

F. upon completion and conveyance of the completed improvements to the CDDS and grant to the CDDS such easements and assurances required by the CDDS; all subject to the terms and conditions of this Agreement.

3. **Term of Grants.** The rights granted hereunder shall commence on the Effective Date and shall remain in effect until the later to occur of:

A. the completion of the Projects, or

B. [REDACTED] months following the Effective Date of this Agreement.

(the "Termination Date"). On the Termination Date, this Agreement and the rights granted hereunder shall automatically terminate, unless stated as surviving the termination, without the need of any further writing or notice, and be of no further force or effect.

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

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

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

C. FCC GOLF shall notify and provide copies to the CDDS of all permits or development orders for the SWMS Project; and

D. The CDDS must provide their prior written approval of all applications and all permit and development order Special Conditions for those areas that will affect the obligations of the CDDS, or impact the Properties such as roads, curbs, catch basins, valley gutters, sidewalks, access easements, lake bank maintenance requirements, drainage easements, etc. before the issuance of any such permits or development orders.

5. **Construction of the Projects.**

A. After the issuance of required permits and development orders for the SWMS Project, as approved by the CDDS, FCC GOLF and FCC GOLF's Contractor(s) shall be solely responsible for all construction activities for the Projects and restoration of the Properties and Easements [including but not limited to all Projects access points] occasioned by or caused by the activities of FCC GOLF or FCC GOLF's Contractor(s) in performing the Projects.

B. The SWMS Project work shall be commenced on or about April 1, 2024, diligently pursued, and performed in strict accordance with applicable laws, regulations, rules, codes, and ordinances, permits, development orders and the terms and conditions of this Agreement; and

C. The FCGC Renovation Project work shall be commenced on or about April 1st, 2024, diligently pursued, and performed in strict accordance with applicable laws, regulations, rules, codes, and ordinances, permits, development orders and the terms and conditions of this Agreement; and

D. In addition to the foregoing, the parties agree as follows:

1. Prior to commencement of construction of each Project, FCC GOLF and FCC GOLF's Contractor(s) will meet with the CDDS and CDDS' engineer and manager, to present a clear overview of the Properties and all Project areas, to review each Project's scope to ensure conformance with the approvals provided by the CDDS, coordinate work for each Project and agree on the access point(s) and associated conditions for each Project; and

2. FCC GOLF and/or FCC GOLF Contractor(s) shall videotape and photograph the current condition of all Project access points and shall provide a copy of said videos and photographs (collectively, the "Initial Conditions") to the CDDS; and

3. After completion of each Project, FCC GOLF and FCC GOLF's Contractor(s) will complete a walk-through of the Project work area and access easements that impacted the Properties with the CDDS and their agents(s) to note any conditions inconsistent with the Initial Conditions or damage to the Properties to include roadways, sidewalks, curbs, catch basins, valley gutters and landscaping caused by FCC GOLF or FCC GOLF's Contractor(s), and to define any additional drainage, lake and shore line maintenance areas that will transferred to the CDDS for operations; and

4. FCC GOLF and FCC GOLF's Contractor(s) shall:

a. take all steps necessary to complete the Projects approved by the CDDS in accordance with the SWMS Plans and Initial Conditions to the satisfaction of the CDDS and the permitting agencies, and provide and deliver such written certifications of compliance and completion as required by the CDDS.

b. Any and all access points on over or across the Properties and Easements approved by the CDDS, will be completely restored to the Initial Conditions to the satisfaction of the District Engineer for the CDDS, at the sole cost and expense of FCC GOLF; and

c. FCC GOLF shall grant the CDDS such easements (with a form and content as approved by the CDDS) determined by the CDDS as

being necessary to operate and maintain the completed SWMS Project improvements; and

d. FCC GOLF shall execute and deliver to the CDDS any documents of transfer or conveyance (with a form and content as approved by the CDDS) determined by the CDDS as being necessary to own, operate and maintain the completed SWMS Project improvements, including but not limited to bills of sale, waivers of lien, warranties and affidavits; and

e. Deliver three (3) sets of As-Built drawings of the completed SWMS Project improvements for those areas operated, maintained, controlled, or owned by the CDDS, certified by a Florida licensed professional engineer, in paper and electronic format; and

f. Transfer and assign all warranties for the SWMS Project improvements.

6. Insurance.

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

FCC GOLF and FCC GOLF's contractor(s) shall provide and maintain during the life of this Agreement, insurance that will protect the FCC GOLF, FCC GOLF's Contractor(s) and any subcontractors performing the Project under the Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from Project performed, whether such operations be by the FCC GOLF, FCC GOLF's Contractor(s) or by any subcontractors or by anyone directly or indirectly employed by any of them. FCC GOLF and FCC GOLF's Contractor(s) shall also provide and maintain during the life of this Agreement insurance that will indemnify and hold harmless the CDDS, and its agents, officers, Supervisors, and employees from and against all claims, costs, expenses, including attorneys' fees and damages arising out of or resulting from performance the Project under this Agreement, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage, loss or expenses: (a) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of property, including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act of the FCC GOLF, FCC GOLF's Contractor(s), its employees, agents, officers, or

subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

FCC GOLF and FCC GOLF's Contractor(s) shall obtain and maintain the following insurance coverages, and in the type, amounts and in conformance with the following minimum requirements:

A. WORKERS' COMPENSATION

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

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

B. COMMERCIAL GENERAL LIABILITY

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

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

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

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

C. BUSINESS AUTOMOBILE LIABILITY

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

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

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

D. CYBER LIABILITY INSURANCE AND DATA BREACH INSURANCE

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

E. ALL RISK BUILDERS RISK OR INSTALLATION FLOATER (If Applicable)

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

F. SUBCONTRACTORS

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

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

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

All such insurance shall be obtained from companies listed and authorized to do business in the field of insurance in the State of Florida and are authorized and licensed

to provide the insurance required herein. Insurance provided by out-of-state reinsurers shall not be acceptable.

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

7. Indemnification.

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

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

8. No Liens. FCC GOLF and FCC GOLF's Contractor(s) shall not allow or permit any liens to be filed as to the Properties or Easements and shall take all steps necessary to remove any lien that is filed. If any liens shall be filed against the Properties, or Easements FCC GOLF and FCC GOLF's Contractor(s) shall cause such liens to be

released, satisfied and discharged of record, or transferred to cash or surety bond in accordance with applicable law within five (5) calendar days from the date FCC GOLF and FCC GOLF's Contractor(s) receives notice and confirmation that such liens have been filed or recorded. FCC GOLF's Contractor(s) agrees to defend the CDDS from liens or claims arising out of FCC GOLF's Contractor(s) performance of the Projects work. This indemnification and obligations shall survive the completion of the Projects.

9. E-Verification.

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

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

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

11. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue and jurisdiction for any dispute

arising out of this Agreement shall be in a Florida state court of appropriate jurisdiction in Collier County, Florida.

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

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

If to FCC GOLF:

FCC Golf Club, LLC
8156 Fiddler's Creek Parkway
Naples, Florida 34110
Attn: Joseph Livio Parisi, Esq.
Email: Parisij@gulfbay.com

And

FCC Golf Club, LLC
8156 Fiddler's Creek Parkway
Naples, Florida 34110
Attn: Aaron Haak, Esq.
Email: Haaka@gulfbay.com
Attn: Jonathan Walsh
Email: Walshj@gulfbay.com

If to the CDDS:

FIDDLER'S CREEK COMMUNITY
DEVELOPMENT DISTRICT #1
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Chesley 'Chuck' Adams
Email: adamsc@whhassociates.com

FIDDLER'S CREEK COMMUNITY
DEVELOPMENT DISTRICT #2
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Chesley 'Chuck' Adams
Email: adamsc@whhassociates.com

With a copy to:

Woodward, Pires & Lombardo, P.A
3200 Tamiami Trail North, Suite 200
Naples, Florida 34103
Attention: Anthony Pires, Jr., Esq.
Email: APires@wpl-legal.com

Any such notice, demand, request, or communication shall be deemed to have been duly given or served on the date shown on the return receipt or other evidence of delivery, if mailed.

14. **Parties.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

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

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

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

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

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

20. **Project Records.** The following provisions are required by §119.0701, Fla. Stat., and may not be amended. FCC GOLF shall keep and maintain public records required by the CDDS to perform the services required under this Agreement. Upon request from the CDDS custodian of public records, FCC GOLF shall provide the CDDS with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. FCC GOLF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the Agreement's term and following completion of the Agreement if FCC GOLF does not transfer the public records to the CDDS. Upon completion of the Agreement, FCC GOLF may transfer, at no cost, to the CDDS all public records in possession of FCC or keep and maintain public records required by the CDDS to perform the services required under the Agreement.

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

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

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

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

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[Signatures of the Parties on Next Page]

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

FCC GOLF CLUB, LLC

WITNESSES:

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

ATTEST:

_____, Secretary

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

Signature: _____
Printed Name: _____
Title: _____

ATTEST:

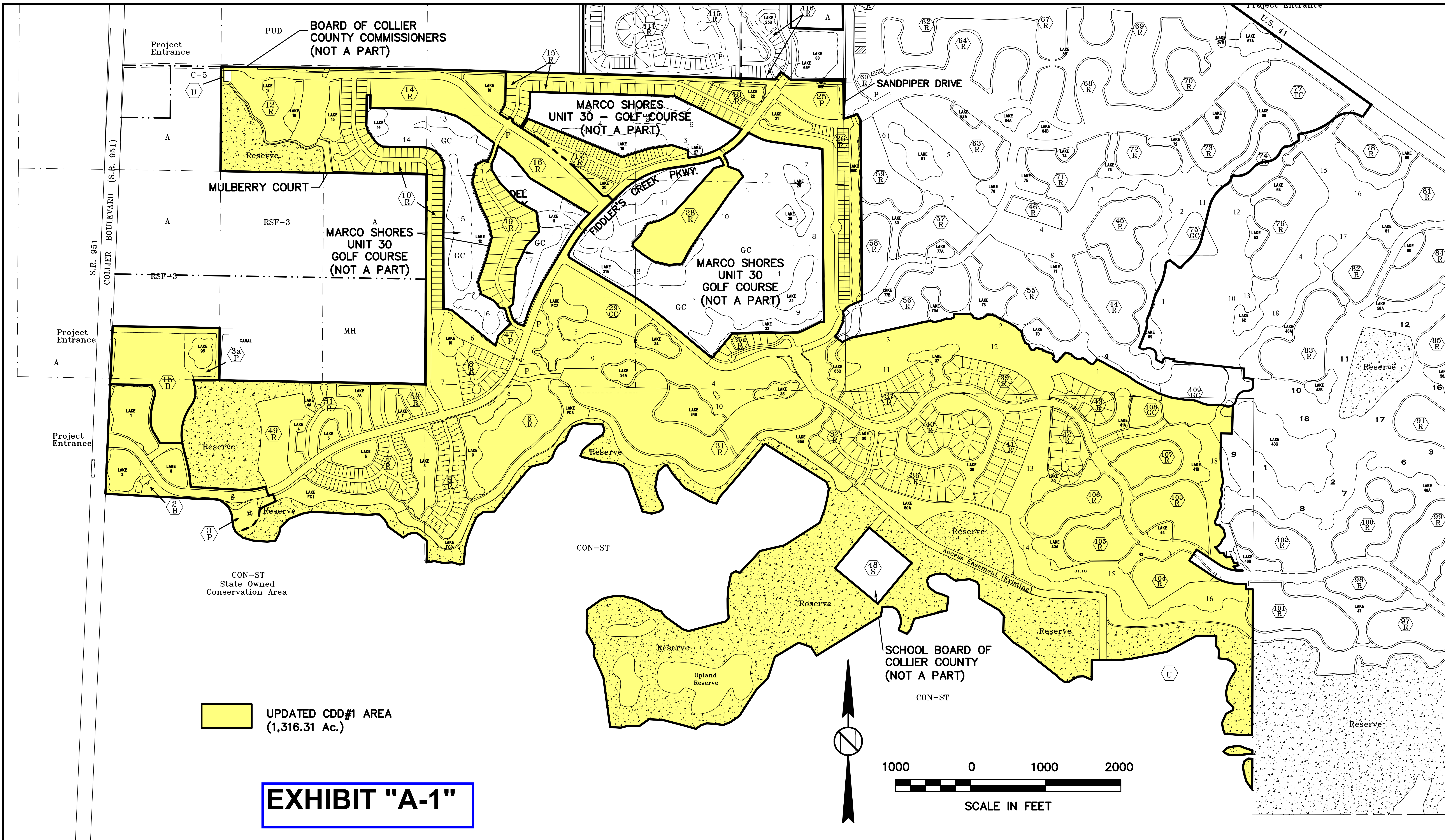
_____, Secretary

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2

Signature: _____
Printed Name: _____
Title: _____


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[Exhibits on the Following Pages]

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DESIGNED BY W.T.C./JON	DATE 03/24
DRAWN BY G.J.G.	DATE 03/24
CHECKED BY W.T.C.	DATE 03/24
VERTICAL SCALE N/A	HORIZONTAL SCALE NOTED

FIDDLER'S CREEK



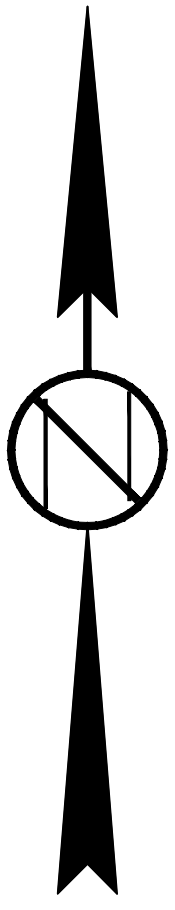
HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772


Community Development
District #1

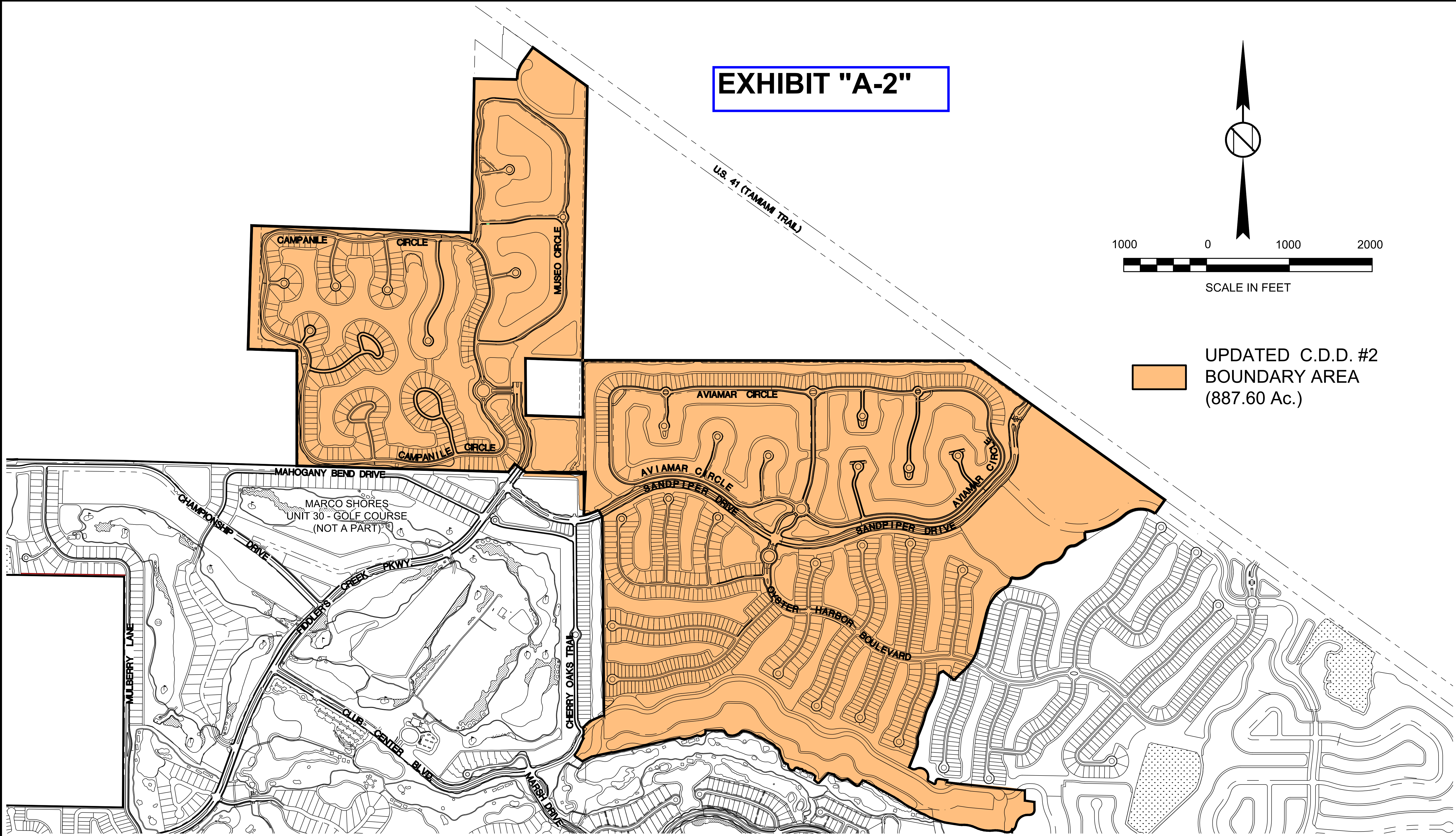
CAD FILE NAME: CDD EX-6	DRAWING NO. EX170831
PROJECT NO. 1998.070	SHEET NO. 1 of 1

EXHIBIT "A-2"



SCALE IN FEET

 **UPDATED C.D.D. #2
BOUNDARY AREA
(887.60 Ac.)**



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DESIGNED BY W.T.C.	DATE 03/24
DRAWN BY G.J.G.	DATE 03/24
CHECKED BY W.T.C.	DATE 03/24
VERTICAL SCALE N/A	HORIZONTAL SCALE NOTED

FIDDLER'S CREEK



950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

**Community Development
District #2**

CAD FILE NAME: CDD2 CLR	DRAWING NO. SK20170831
PROJECT NO. 1998.070	SHEET NO. 1 OF 1

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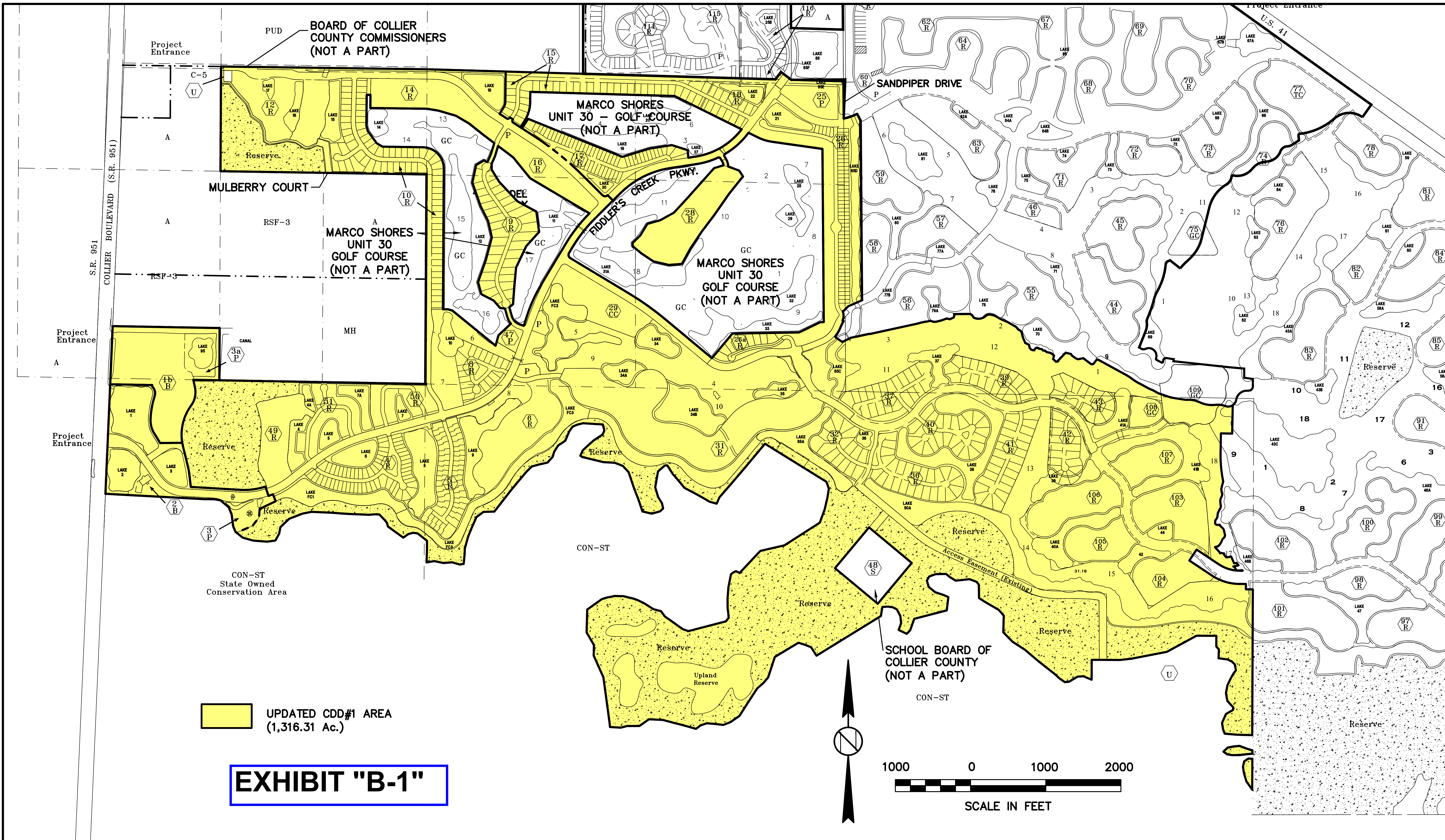


EXHIBIT "B-1"

DESIGNED BY W.T.C./JON	DATE 03/24
DRAWN BY G.J.G.	DATE 03/24
CHECKED BY W.T.C.	DATE 03/24
VERTICAL SCALE N/A	HORIZONTAL SCALE NOTED

FIDDLER'S CREEK

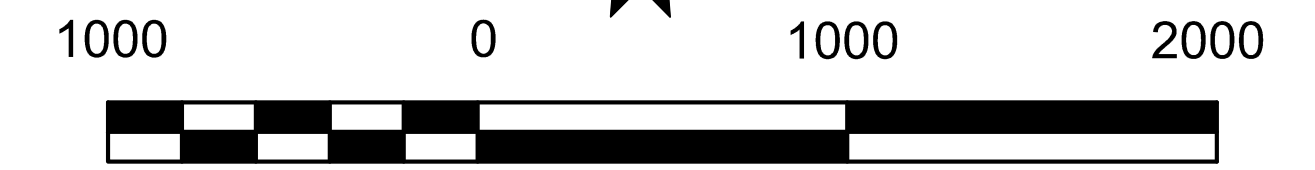
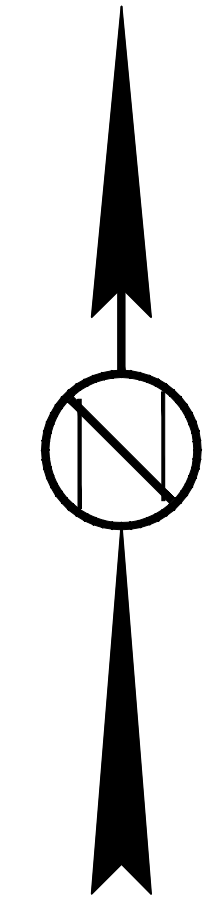


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Community Development
District #1

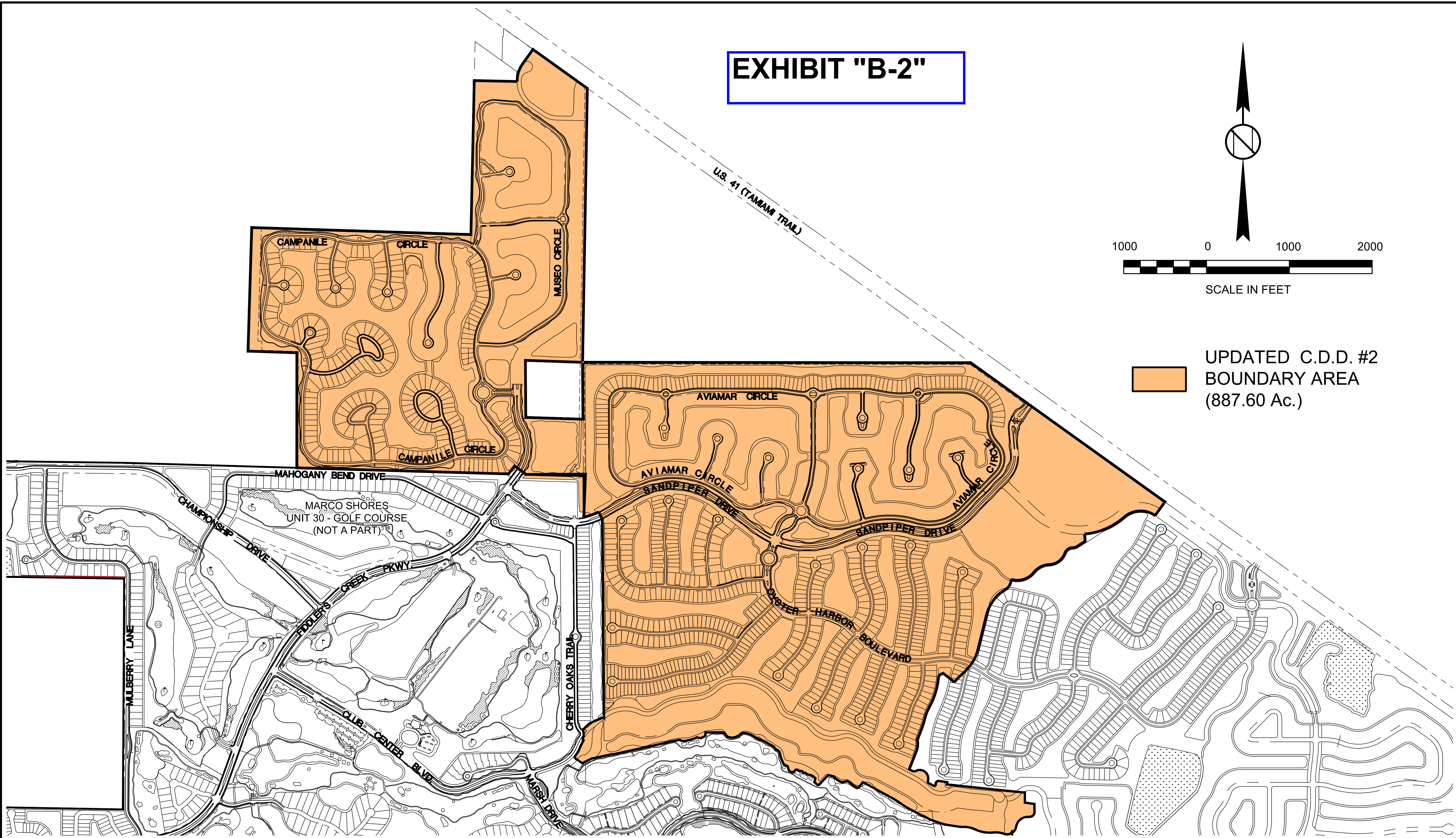
CAD FILE NAME: CDD EX-6	DRAWING NO. EX170831
PROJECT NO. 1998.070	SHEET NO. 1 of 1

EXHIBIT "B-2"



SCALE IN FEET


 UPDATED C.D.D. #2
 BOUNDARY AREA
 (887.60 Ac.)



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DESIGNED BY W.T.C.	DATE 03/24
DRAWN BY G.J.G.	DATE 03/24
CHECKED BY W.T.C.	DATE 03/24
VERTICAL SCALE N/A	HORIZONTAL SCALE NOTED

FIDDLER'S CREEK



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 Naples, FL. 34110
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 Authorization No.1772

Community Development
 District #2

CAD FILE NAME: CDD2 CLR	DRAWING NO. SK20170831
PROJECT NO. 1998.070	SHEET NO. 1 OF 1



Grady Minor

Civil Engineers ■ Land Surveyors ■ Planners ■ Landscape Architects

MEMORANDUM

EXHIBIT "C"

TO: Mr. Terry Cole, P.E.
FROM: Mark Minor, P.E.
SUBJECT: Fiddler's Creek CDD 1 & 2 Proposed Improvements Summary
DATE: January 22, 2024

Q. Grady Minor & Associates, P.A. (Grady Minor) is providing the Fiddler's Creek CDD #1 and #2 this memorandum associated with proposed changes to CDD maintained facilities to future development areas and restoration of the existing golf course. Existing drainage basins which were permitted and constructed over 20 years ago include future development areas and are required by the South Florida Water Management District and Collier County to meet current surface water management requirements. Regulatory changes include the following:

- Fiddler's Creek Community lies within the Henderson Creek – Belle Meade South Basin; the allowable discharge rate has been reduced from 0.12 cfs/ac to 0.04 cfs/ac for all new developments.
- Nitrogen and Phosphorus abatement is now required for all major modifications to an Environmental Resource Permit (ERP) from the SFWMD.

Due to these changes; modifications to the Surface Water Management System (SWMS) is necessary to comply with the current SFWMD Basis of Review. The modifications to the SWMS are located in drainage basins A1, B1, C, H2, H3, I, and Oyster Harbor. Generally, they include changes to the existing control structures, new residential elements, and adding connecting stormwater pipes between drainage basins. More specifically the following changes are proposed:

- Modify Control Structure openings for Structures OH CS-1 (Oyster Harbor Basin), OH CS-2 (Oyster Harbor Basin), WCS-14 (Basin I), WCS-15 (Basin H2), WCS-16 (Basin H3), and WCS-03 (Basin C) to comply with current allowable discharge rate.
- New residential elements include converting the existing golf course driving range into future single-family residential development known as Hidden Cove and adding a new single-family residential parcel known as Live Oaks, between Oyster Harbor and the golf course. Both developments would include roadway, drainage, and irrigation facilities.
- Add connecting stormwater piping between Oyster Harbor and Basin I to ensure capacity for the irrigation system.

The proposed changes would not negatively impact the existing SWMS. For instance, the existing roadways were constructed at or above the 25 year peak stage elevation modeled in the original ERP permit. The above proposed changes do not increase the modeled peak stage elevation above the previously permitted elevation and/or constructed elevation of the roadways. Secondly, the proposed changes include an increase in lake area which increases the stormwater storage capacity of the SWMS and thirdly, the proposed changes include hydraulically connecting two drainage basins which will provide not only more reliable irrigation capacity but also add redundancy to the stormwater collection system in case a pipe or structure is damaged.

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

**UNAUDITED
FINANCIAL
STATEMENTS**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 29, 2024**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 29, 2024**

	General 001	Debt Service Series 2014-1 Refunded 2002B	Debt Service Series 2014-2A Refunded 2002A	Debt Service Series 2014-2B Refunded 2002A	Debt Service Series 2014-3 Refunded 2005	Debt Service Series 2014-4 Refunded 2005	Total Governmental Funds
ASSETS							
Operating accounts							
SunTrust	\$ 1,554,911	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,554,911
Assessment account-Horizons Bank	304,535	-	-	-	-	-	304,535
Centennial Bank - MMA	78,447	-	-	-	-	-	78,447
Finemark - MMA	10,402	-	-	-	-	-	10,402
Finemark - ICS	2,253	-	-	-	-	-	2,253
BankUnited ICS	2,616,000	-	-	-	-	-	2,616,000
Investments							
Revenue	-	568,578	100	394,482	195	27	963,382
Reserve - series B	-	-	-	101,303	-	-	101,303
Prepayment	-	-	1,043	14,843	-	-	15,886
Prepayment - 2002B exchange	-	100,429	-	-	-	-	100,429
Due from developer	94,160	-	-	-	-	-	94,160
Prepaid expense	1,262	-	-	-	-	-	1,262
Deposits	5,125	-	-	-	-	-	5,125
Total assets	<u>\$ 4,667,095</u>	<u>\$ 669,007</u>	<u>\$ 1,143</u>	<u>\$ 510,628</u>	<u>\$ 195</u>	<u>\$ 27</u>	<u>\$ 5,848,095</u>
LIABILITIES & FUND BALANCES							
Liabilities:							
Due to Fiddler's Creek CDD #2	173,729	-	-	-	-	-	173,729
Total liabilities	<u>173,729</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>173,729</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	94,160	-	-	-	-	-	94,160
Total deferred inflows of resources	<u>94,160</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>94,160</u>
Fund balances:							
Restricted for							
Debt service	-	669,007	1,143	510,628	195	27	1,181,000
Unassigned	4,399,206	-	-	-	-	-	4,399,206
Total fund balances	<u>4,399,206</u>	<u>669,007</u>	<u>1,143</u>	<u>510,628</u>	<u>195</u>	<u>27</u>	<u>5,580,206</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 4,667,095</u>	<u>\$ 669,007</u>	<u>\$ 1,143</u>	<u>\$ 510,628</u>	<u>\$ 195</u>	<u>\$ 27</u>	<u>\$ 5,848,095</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 2,265,151	\$ 2,447,916	93%
Assessment levy: off-roll	125,547	125,547	376,642	33%
Interest	2,737	41,959	50,000	84%
Total revenues	<u>128,284</u>	<u>2,432,657</u>	<u>2,874,558</u>	85%
EXPENDITURES				
Administrative				
Supervisors	1,076	3,014	12,918	23%
Management	5,044	25,219	60,525	42%
Assessment roll preparation	2,124	10,621	25,490	42%
Accounting services	1,647	8,235	19,764	42%
Audit	-	-	15,400	0%
Legal	2,602	12,900	25,000	52%
Legal - special counsel	8,111	11,257	-	N/A
Engineering	3,164	7,595	50,000	15%
Telephone	72	361	867	42%
Postage	148	750	2,300	33%
Insurance	-	29,929	34,000	88%
Printing and binding	55	275	659	42%
Legal advertising	-	707	2,000	35%
Office supplies	-	-	750	0%
Annual district filing fee	-	175	175	100%
Trustee	-	-	15,500	0%
Arbitrage rebate calculation	-	-	4,000	0%
Contingencies	68	354	4,000	9%
Website/ADA website compliance	-	210	920	23%
Dissemination agent	985	4,928	11,828	42%
Total administrative	<u>25,096</u>	<u>116,530</u>	<u>286,096</u>	41%
Field management				
Field management services	2,187	10,932	26,237	42%
Total field management	<u>2,187</u>	<u>10,932</u>	<u>26,237</u>	42%
Water management maintenance				
Other contractual	28,800	68,910	317,858	22%
Fountains	5,089	32,485	90,000	36%
Total water management maintenance	<u>33,889</u>	<u>101,395</u>	<u>407,858</u>	25%
Street lighting				
Contractual services	890	23,374	15,000	156%
Electricity	2,959	14,598	36,000	41%
Holiday lighting program	-	15,000	16,500	91%
Miscellaneous	-	-	17,500	0%
Total street lighting	<u>3,849</u>	<u>52,972</u>	<u>85,000</u>	62%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
Landscaping				
Other contractual - landscape maintenance	60,284	364,656	942,000	39%
Other contractual - flowers	-	19,970	52,000	38%
Improvements and renovations	-	6,020	195,000	3%
Contingencies	-	-	15,000	0%
Total landscaping	<u>60,284</u>	<u>390,646</u>	<u>1,204,000</u>	32%
Roadway				
Roadway maintenance	-	71,581	85,000	84%
Capital outlay	-	27,788	40,000	69%
Total roadway	<u>-</u>	<u>99,369</u>	<u>125,000</u>	79%
Irrigation supply				
Electricity	55	271	750	36%
Repairs and maintenance	212	389	50,000	1%
Other contractual-irrigation manager	13,781	13,781	52,500	26%
Capital outlay	-	203,494	-	N/A
Supply system	5,445	59,657	579,150	10%
Total irrigation supply	<u>19,493</u>	<u>277,592</u>	<u>682,400</u>	41%
Other fees & charges				
Property appraiser	-	12,240	38,249	32%
Tax collector	-	45,263	50,998	89%
Total other fees & charges	<u>-</u>	<u>57,503</u>	<u>89,247</u>	64%
Total expenditures	<u>144,798</u>	<u>1,106,939</u>	<u>2,905,838</u>	38%
Excess/(deficiency) of revenues over/(under) expenditures	(16,514)	1,325,718	(31,280)	
Fund balances - beginning	4,415,720	3,073,488	2,797,711	
Assigned				
Working capital	718,640	718,640	718,640	
Sandpiper traffic signal obligation	710,000	710,000	710,000	
Future Irr. mainline breaks	100,000	100,000	100,000	
Unassigned	2,870,566	2,870,566	1,237,791	
Fund balances - ending	<u>\$ 4,399,206</u>	<u>\$ 4,399,206</u>	<u>\$ 2,766,431</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 FEBRUARY 29, 2024**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 366,938	\$ 391,680	94%
Assessment prepayments	31,612	99,374	-	N/A
Interest	2,487	7,955	-	N/A
Total revenues	<u>34,099</u>	<u>474,267</u>	<u>391,680</u>	121%
EXPENDITURES				
Debt service				
Principal	-	-	200,000	0%
Interest	-	90,597	181,194	50%
Total debt service	<u>-</u>	<u>90,597</u>	<u>381,194</u>	24%
Other fees & charges				
Property appraiser	-	-	6,120	0%
Tax collector	-	7,332	8,160	90%
Total other fees & charges	<u>-</u>	<u>7,332</u>	<u>14,280</u>	51%
Total expenditures	<u>-</u>	<u>97,929</u>	<u>395,474</u>	25%
Excess/(deficiency) of revenues over/(under) expenditures	34,099	376,338	(3,794)	
Fund balances - beginning	634,908	292,669	264,183	
Fund balances - ending	<u>\$ 669,007</u>	<u>\$ 669,007</u>	<u>\$ 260,389</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-2A (REFUNDED SERIES 2002A)
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 444,722	0%
Interest	5	122	-	N/A
Total revenues	<u>5</u>	<u>122</u>	<u>444,722</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	185,000	0%
Interest	-	89,031	178,063	50%
Total expenditures	<u>-</u>	<u>89,031</u>	<u>363,063</u>	25%
Excess/(deficiency) of revenues over/(under) expenditures	5	(88,909)	81,659	
Fund balances - beginning	1,138	90,052	1,013	
Fund balances - ending	<u>\$ 1,143</u>	<u>\$ 1,143</u>	<u>\$ 82,672</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-2B (REFUNDED SERIES 2002A)
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 154,075	\$ 210,528	73%
Interest	2,068	8,896	-	N/A
Total revenues	<u>2,068</u>	<u>162,971</u>	<u>210,528</u>	77%
EXPENDITURES				
Debt service				
Principal	-	-	85,000	0%
Principal prepayment	-	30,000	-	N/A
Interest	-	39,875	79,750	50%
Total debt service	<u>-</u>	<u>69,875</u>	<u>164,750</u>	42%
Other fees & charges				
Property appraiser	-	-	3,290	0%
Tax collector	-	3,079	4,386	70%
Total other fees & charges	<u>-</u>	<u>3,079</u>	<u>7,676</u>	40%
Total expenditures	<u>-</u>	<u>72,954</u>	<u>172,426</u>	42%
Excess/(deficiency) of revenues over/(under) expenditures	2,068	90,017	38,102	
Fund balances - beginning	508,560	420,611	411,357	
Fund balances - ending	<u>\$ 510,628</u>	<u>\$ 510,628</u>	<u>\$ 449,459</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 FEBRUARY 29, 2024**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 759,650	0%
Interest	1	195	-	N/A
Total revenues	<u>1</u>	<u>195</u>	<u>759,650</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	245,000	0%
Interest	-	174,000	348,000	50%
Total expenditures	<u>-</u>	<u>174,000</u>	<u>593,000</u>	29%
Excess/(deficiency) of revenues over/(under) expenditures	1	(173,805)	166,650	
Fund balances - beginning	194	174,000	-	
Fund balances - ending	<u>\$ 195</u>	<u>\$ 195</u>	<u>\$ 166,650</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 FEBRUARY 29, 2024**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 804,978	0%
Interest	-	27	-	N/A
Total revenues	<u>-</u>	<u>27</u>	<u>804,978</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	260,000	0%
Interest	-	183,750	367,500	50%
Total expenditures	<u>-</u>	<u>183,750</u>	<u>627,500</u>	29%
Excess/(deficiency) of revenues over/(under) expenditures	-	(183,723)	177,478	
Fund balances - beginning	<u>27</u>	<u>183,750</u>	<u>(1,528)</u>	
Fund balances - ending	<u>\$ 27</u>	<u>\$ 27</u>	<u>\$ 175,950</u>	

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

MINUTES A

DRAFT

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

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The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Special Meeting and Attorney-Client Executive Session on February 23, 2024 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Egret Room, Naples, Florida 34114.

Present at the meeting were:

Robert Slater	Chair
Joseph Schmitt	Vice Chair
Torben Christensen	Assistant Secretary
Frank Weinberg	Assistant Secretary

Also present:

Chuck Adams	District Manager
Scott Beatty	Special Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 8:08 a.m. Supervisors Slater, Schmitt, Christensen and Weinberg were present. Supervisor Badessa was not present.

SECOND ORDER OF BUSINESS

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

No members of the public were present.

THIRD ORDER OF BUSINESS

OPEN SPECIAL MEETING

The Special Meeting commenced.

FOURTH ORDER OF BUSINESS

ANNOUNCE ATTORNEY-CLIENT EXECUTIVE SESSION/RECESS SPECIAL MEETING

39 The Attorney-Client Executive Session was announced.

40 The Special Meeting recessed at 8:09 a.m.

41

42 **FIFTH ORDER OF BUSINESS**

**COMMENCEMENT OF EXECUTIVE SESSION
(Closed to the Public by Law)**

43

44

- 45 • **Executive Session Regarding: Fiddler’s Creek Community Development District #2 v.**
- 46 **Fiddler’s Creek Community Development District #1, Case No. 11-2023-CA-001612-**
- 47 **001-XX Pending Litigation**

48 The Attorney-Client Executive Session commenced at 8:09 a.m.

49

50 **SIXTH ORDER OF BUSINESS**

**ADJOURN ATTORNEY-CLIENT EXECUTIVE
SESSION/RECONVENE SPECIAL MEETING**

51

52

53 The Attorney-Client Executive Session adjourned at 8:55 a.m., and the Special Meeting
54 reconvened.

55

56 **SEVENTH ORDER OF BUSINESS**

**Consideration of Matters Related to
Fiddler’s Creek Community Development
District #2 v. Fiddler’s Creek Community
Development District #1, Case No. 11-
2023-CA-001612-001-XX**

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63 **On MOTION by Mr. Slater and seconded by Mr. Schmitt, with Supervisors**

64 **Slater, Schmitt and Weinberg in favor and Supervisor Christensen dissenting,**

65 **instructing Special Counsel to continue litigation, was approved. [Motion**

66 **passed 3-1]**

67

68

69 **EIGHTH ORDER OF BUSINESS**

**NEXT MEETING DATE: February 28, 2024 at
8:00 A.M. [Regular Meeting]**

70

71

72 The next meeting will be held on February 28, 2024.

73

74

75

76 NINTH ORDER OF BUSINESS

Adjournment

77

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On MOTION by Mr. Slater and seconded by Mr. Weinberg, with all in favor, the Special Meeting adjourned at 8:56 a.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

85
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Secretary/Assistant Secretary

Chair/Vice Chair

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

MINUTES B

DRAFT

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

The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Regular Meeting on February 28, 2024 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present were:

Robert Slater	Chair
Joseph Schmitt	Vice Chair
Torben Christensen	Assistant Secretary
Joseph Badessa	Assistant Secretary
Frank Weinberg	Assistant Secretary

Also present:

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Mike Barrow	GulfScapes Landscape Manager
Ryan Hennessey	Fiddler’s Creek Director of Community Services
Alex Kurth	Premier Lakes, Inc.
Mike Cote	Resident, Mulberry Village Assoc. President
Jack Combes	Resident, Cardinal Cove
Jeff Crike	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

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

Cardinal Cove resident Jack Combes discussed a failed ficus hedge along the CDD and HOA line. He noted that the CDD generously replaced 50’ of the hedge three years ago. The decision was made not to remove the stumps and to move the new hedge 3’ toward the HOA

41 line. The new hedge is thriving; however, it was determined that the hedge was unknowingly
42 planted on HOA property. Mr. Barrow recently determined that the plantings beyond those 50'
43 have now failed. Extending the Clusia hedge along the HOA property another 50' and clearing
44 the failed plantings along the CDD line was proposed. The question is, whether to continue with
45 the existing hedge, because it is the same plant material, or stagger it and move the hedge back
46 on CDD property. Given the issue of the CDD funding plantings on HOA property, the request is
47 to continue the hedge line rather than staggering it 3' along the HOA property. There does not
48 seem to be an issue with the hedge being on HOA property. Mr. Combes asked for the CDD to
49 continue the existing hedge that is on HOA property, for aesthetic value, with the
50 understanding that it would then be the HOA's responsibility to maintain it.

51 Mrs. Adams stated there is more than one hedge line in the area. She discussed the
52 initial request to replace plantings on HOA property and stated she asked Mr. Cole to have the
53 Operations Manager inspect the area, confirm the location of the CDD/HOA line, determine
54 which hedges belong to the CDD and submit a report.

55 Mr. Combes stated, if the CDD chooses to stagger it, the HOA will take responsibility for
56 sodding and planting the stagger. If the CDD chooses to continue onto HOA property, there will
57 be no need for that. Mrs. Adams stated she advised Mr. Combes that the CDD cannot spend
58 taxpayer funds on HOA property.

59 Mr. Cole stated he will meet with Mr. Barrow and inspect the area.

60 This item was tabled until the next meeting.

61

62 **THIRD ORDER OF BUSINESS**

Quality Control Lake Report – Premier 63 Lakes, Inc. (Alex Kurth)

64

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

66 ➤ Algae blooms increased significantly in the last month; 15 lakes were treated and all
67 treatments were successful. Longer days and increased sunlight tend to increase algae growth,
68 so the lakes will be monitored and treatments will be applied as needed.

69 ➤ Efforts to bring torpedo grass under control are ongoing, with excellent improvement.

70 Minimal torpedo grass is noted on open bare ground areas.

71 ➤ Littorals are being treated selectively and significant improvement was noted; as little
72 damage is done to beneficial littorals as possible.

73 ➤ Submersed weeds are being monitored very closely, as they grow more in warmer
74 weather. Illinois Pondweed in Lake 50-A is being monitored and will likely be treated in late
75 March or April.

76 Mr. Christensen reported submersed weeds in Lake FC-4. Mr. Kurth stated it is likely
77 Illinois Pondweed, which is very prevalent in the canal system. He will inspect and add it to the
78 treatment schedule.

79

80 **FOURTH ORDER OF BUSINESS**

Health, Safety and Environment Reports

81

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

85 Mr. Hennessey reported the following:

86 ➤ Tree Canopy Trimming: No trimming was scheduled for January and February; however,
87 Juniper began trimming early. Juniper is currently trimming fruited palms in CDD #1.

88 **A. Irrigation and Pressure Cleaning Efforts**

89 ➤ Irrigation Projected Usage: Less than 2" of rain was received in January.

90 ➤ Due to unusual cloud cover and lack of evaporation, there were six rain holds in the
91 villages and six in the common areas. Total water usage was approximately 20 million gallons
92 less than in January 2023.

93 Mr. Christensen noted that water usage in the villages and the common areas is
94 approximately 4 million and 1.6 million gallons, respectively. He asked why Total Water Usage
95 shown is approximately 35 million gallons. Mr. Benet stated, as was mentioned previously, the
96 scheduled water usage from the central computer data is shown in the subtotals but the central
97 computer does not record any unscheduled water usage. The only two ways to record usage
98 are the central computer and the meters at the pump. The 4 million gallons of water usage
99 shown for the villages only includes the central computer; leaks, stuck valves, wet checks,

100 battery timers, manual controllers and all other unscheduled usage is excluded. The totals will
101 never be realistic until the system can register the total usage.

102 Mr. Adams stated it was determined that 35.806 million gallons of water left the
103 pumphouses; the schedules were utilized to calculate how much the villages and common
104 areas used. The difference of approximately 29 million gallons likely serviced all the single-
105 family homes, over which Mr. Benet has no control. There is also an allowance for leakage. The
106 golf course has a separate system not included in the totals shown.

107 ➤ Satellites that failed to communicate were addressed. A radio wiring harness was
108 replaced at a cost of \$212.33.

109 ➤ Pressure Washing: Championship Drive was completed last month, as well as areas on
110 Museo Circle, Mulberry Lane and the Marsh Cove entrance. Since the report was submitted,
111 Mahogany and Montreaux were completed. Crews are now on Runaway Bay.

112 **B. Security and Safety Update**

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

117 ➤ Occupancy Report: Occupancy rose from 1,713 homes occupied to 2,285, an increase of
118 approximately 33%.

119 ➤ Gatehouses and Patrols: Sandpiper, Championship and the Main gates are operational
120 24 hours a day, seven days a week. There are two patrols per shift. The cupola on top of the
121 Championship gate was painted; a photo is included in the agenda.

122 Mr. Slater reported a gatehouse electrical box that was left open to the weather and to
123 animals.

124

125 **FIFTH ORDER OF BUSINESS**

Developer's Report

126

127 Mr. Haak responded to questions and discussed the following:

128 ➤ Development continues in Oyster Harbor. The houses on Fanny Bay North should close
129 and be delivered in the coming months; work will continue to Breton.

130 ➤ Development continues in Dorado. Work will continue throughout the year, with
131 multiple buildings being completed throughout that time.

132 ➤ Work on the golf clubhouse is continuing.

133 ➤ Preparatory work for golf course renovations commenced and work will begin in April.

134 Mr. Nuzzo commended The Foundation and Mr. Ledezma for the replantings in front of
135 The Club, where the entire front was cleaned up; there is a perfect view of The Club when
136 driving down Club Center Drive.

137

138 **SIXTH ORDER OF BUSINESS**

**Discussion/ Update: Litigation with CDD #2
Regarding Traffic Signal Cost Sharing**

139

140

141 Mr. Schmitt stated he attended a mediation with a CDD #2 Board Member related to
142 the Halvorsen \$200,000 contribution to CDD #2 for the traffic signal at Sandpiper Drive and US-
143 41. He stated that CDD #1 offered to accept \$25,000 but CDD #2 turned down the settlement
144 agreement, so litigation will proceed. In a Special Meeting, the CDD #1 Board voted to proceed
145 with depositions and discovery. He stated that the continued litigation was precipitated by CDD
146 #2, which filed a summary judgment because they claimed that CDD #1 did not budget the
147 required amount to pay for its share of the traffic signal. There is a 50/50 cost share
148 arrangement for the signal. CDD #2's position is that the contribution from Halvorsen, the
149 Developer of the Publix plaza, belongs solely to CDD #2 and should not come off the top before
150 the 50/50 split.

151 Mr. Christensen noted that CDD #2 is acting as project manager for the traffic signal
152 and, in his opinion, chose to deviate from the agreement stipulating the 50/50 cost share. He
153 stated that CDD #2 filed an anticipatory lawsuit claiming that CDD #1 would not pay its share,
154 which he feels is unreasonable because money was budgeted for the expense. He thinks the
155 situation is messy and unfortunate but the decision was made to take the next step in litigation.

156 Mr. Weinberg voiced his opinion that the two CDDs have wasted approximately \$70,000
157 on this lawsuit and the legal costs keep accruing and the only ones benefitting are the
158 attorneys.

159 It was noted that Mr. Haak and Mr. Pires are not a part of this particular litigation.

160 This item will remain on the agenda.

161

162 **SEVENTH ORDER OF BUSINESS**

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

163

164

165 Mr. Cole responded to questions and discussed the following:

166 ➤ Approval of the traffic signal was received. Shop drawings for the mast arms and the
167 controller, the two longest lead items, were approved. He called the contractor twice to ask the
168 status but has not heard back yet.

169 Mr. Schmitt noted that, once installed, traffic signals are typically not fully functional for
170 60 to 90 days. He thinks that the traffic signal will probably take one year to be operational. Mr.
171 Cole replied affirmatively.

172 ➤ He and Mr. Schmitt will inspect potholes on Championship Drive and request proposals
173 for repairs at two or three locations. Three catch basin tops in need of replacement will be
174 inspected.

175 Mr. Schmitt stated the catch basin tops are on Mulberry Lane and Mulberry Court.

176 ➤ He will meet with Mr. Barrow regarding the Cardinal Cove buffer area.

177 ➤ At Mrs. Adams' request, an area by the benches along the Parkway to the west of the
178 club will be inspected for potential paver repairs.

179 Mr. Schmitt stated the bench on Fiddler's Creek Parkway needs repairs due to tree roots
180 and the Americans with Disabilities Act (ADA) mats at the crosswalks also need to be checked
181 for trip hazards, particularly at Runaway Bay. Mr. Cole will inspect these areas.

182 ➤ Mr. Bob Ferguson, his firm's inspector, will meet with Landshore Lake Restoration to
183 inspect areas in Whisper Trace, Cardinal Cove and Hawk's Nest. At Mr. Christensen's request,
184 Runaway Bay will be reinspected. A proposal will be presented at the next meeting.

185 ➤ Regarding the pumphouse, work is underway to obtain the building permit. The contract
186 was signed last month. The contractor advised that the permit cannot be obtained unless truss
187 drawings are submitted and the drawings cannot be prepared unless a \$55,000 deposit is
188 made; the deposit will be cost-shared with CDD #2.

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On MOTION by Mr. Slater and seconded by Mr. Weinberg, with all in favor, authorizing payment of CDD #1's portion of the \$55,000 deposit, was approved.

Mr. Christensen recalled discussion about drainage from private roads dedicated to the CDD. Mr. Cole recalled a question about Whisper Trace, which is a Site Development Plan, not a plat. Advised that the question relates to Runaway, Mr. Cole will review the plat and advise.

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EIGHTH ORDER OF BUSINESS

Consideration of Carter Fence Company, Inc. Estimate #53233 to Repair Perimeter Fence

Mr. Slater presented Carter Fence Company, Inc. Estimate #53233 to repair the perimeter fence. It was noted that two trees growing into the chain-link fence will be flush cut.

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On MOTION by Mr. Schmitt and seconded by Mr. Weinberg, with all in favor, Carter Fence Company, Inc. Estimate #53233 to repair the perimeter fence, in the amount of \$6,160.68, was approved.

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NINTH ORDER OF BUSINESS

Discussion: Interlocal Agreements with CDD #2 [Irrigation Distribution Lines]

Mr. Schmitt stated he asked for this item be included on the agenda for consideration; however, some pages from the Interlocal Agreement are missing. He asked how the costs are allocated. Mrs. Adams stated the costs are split 55/45, based on the number of units. Mr. Adams stated the allocation is adjusted each budget year, whenever the units change.

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Mr. Schmitt stated the Agreement needs to be updated to include the correct CDD boundary and to reflect that the CDDs no longer pay for access control, which is now paid for by The Foundation. The Agreement states that it renews automatically but he believes that both CDDs should update the Agreement, which addresses payment for the water utilities for the secondary water system and includes the old CDD boundaries, dating back to 2007.

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224

Regarding updating the Agreement, Mr. Pires believes an Amended and Restated version would be appropriate. Mrs. Adams thinks an Amended and Restated version is in effect;

225 several years ago, the Agreement was amended to be specific to the pump stations. Mr.
226 Schmitt stated that was the 2014 Amendment, which is not included in the agenda.

227 Mrs. Adams will email the Agreement and Amendments to the Board and Staff.

228 Mr. Pires will review the Agreement, amend the boundaries and eliminate access
229 control. Mrs. Adams will email the updated version to the Board and Staff.

230 Regarding the annual calculation, Mr. Adams stated the information is provided by the
231 Property Appraiser; the number of platted and planned units can change from year to year. The
232 overall Cost Sharing Agreement is a separate document and addendums have been added over
233 the years. Mr. Adams will email these to the Board Members.

234

235 **TENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
236 Statements as of January 31, 2024**

237

238 • **Breakdown**

239 The Financial Highlights Report was distributed.

240 Mr. Christensen believes that, at the last meeting, the \$186,000 “Due to Fiddler’s Creek
241 CDD #2” was said to be related to the pump station. He noted that the amount is now \$178,000
242 and asked if that means that two payments were made.

243 Mrs. Adams stated that an initial 50% payment was made and, upon completion,
244 another payment was made. Mr. Christensen noted that nearly \$500,000 was paid. Mrs. Adams
245 stated that is correct; it was a budgeted expense.

246 Mr. Weinberg asked if the “Assigned Fund balance” on Page 3 needs to be corrected.
247 Mr. Adams replied affirmatively.

248 Mr. Slater expressed concern that the CDD is at 84% of budget for “Road maintenance”
249 and stated he would like to ensure that adequate funds are budgeted for all Engineering
250 projects. Mrs. Adams stated funds can be allocated from Unassigned Fund Balance or projects
251 can be postponed to the following year.

252 The financials were accepted.

253

254 **ELEVENTH ORDER OF BUSINESS**

**Approval of January 24, 2024 Regular
255 Meeting Minutes**

256
 257 Discussion ensued regarding Mr. Parisi’s comments about the north marina
 258 construction, which is not on CDD property. The consensus was that the lines will be deleted as
 259 the Isles of Capri development does not pertain to CDD #1.

260 The following change was made:
 261 Lines 117 and 118: Delete entire sentence

262
 263 **On MOTION by Mr. Weinberg and seconded by Mr. Slater, with all in favor, the**
 264 **January 24, 2024 Regular Meeting Minutes, as amended, were approved.**

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 266

267 **TWELFTH ORDER OF BUSINESS** **Action/Agenda or Completed Items**

268
 269 Items 7, 8, 9 and 10 were completed.

270 Item 1: Mr. Parisi stated that he and Mr. Haak will schedule a time to discuss the matter.

271 Item 3: A plat amendment is required.

272 Resident and Mulberry Road Village Association President Mike Cote noted that, per
 273 Line 400 of the January Meeting Minutes, the Board tabled the last piece of gutter repair until a
 274 tree is removed. He reported that the last tree is now gone and a lot of progress has been made
 275 to remove trees. The homeowners and the Design Review Committee (DRC) have been
 276 cooperating and getting approvals processed; out of 100 troubled trees, 18 were removed or
 277 approved for removal, so progress is being made. He thinks the homeowners are doing their
 278 part. Mr. Schmitt stated Mr. Cole needs to provide an estimate and voiced his disagreement
 279 with an estimate reporting that a particular repair needs to come out 7’. He suggested Mr.
 280 Ferguson inspect the area. Mr. Cote stated the location address is 7666 Mulberry Lane.

281

282 **THIRTEENTH ORDER OF BUSINESS** **Staff Reports**

283
 284 **A. District Counsel: Woodward, Pires and Lombardo, P.A.**

285 Mr. Pires stated, since Bond Counsel advised there were no adverse consequences, Staff
 286 authorized the release and recording of the Warranty Deed for the 20’ strip in Hidden Cove and

287 the Exchange Agreement was executed. When replatting occurs, the CDD will receive the 20'
288 strip in Hidden Cove.

- 289 • **Discussion Regarding Agreement for Access and Construction [Basins I, OH, A1,**
290 **B1, C, H2, H3]**

291 **NOTE: This document is a draft; exhibits are pending; final version is awaiting**
292 **Developer review**

293 Mr. Pires presented the Agreement for Access and Construction to be entered into by
294 both CDDs, which he recommended and discussed at the last meeting. He noted that some
295 exhibits are pending and discussed some information that is needed, including each CDD's
296 affected property, easements impacted and the commencement dates.

297 Mr. Haak stated that he reviewed the document and has a few minor issues. Mr. Pires
298 asked Mr. Haak to provide his concerns in advance of the next meeting.

299 Mr. Slater expressed concern about access points needed over CDD property and the
300 golf course during construction. He thinks the District Engineer should be made aware of the
301 access points and the CDD be held harmless and that there should be a plan for restoration in
302 the event of damage. He stated that the Golf Course is scheduled to be open on April 1, 2024.

303 Mr. Pires noted that a Permit Modification from the South Florida Water Management
304 District (SFWMD) is also needed.

305 Construction, access and the need for the Developer and District Engineer to coordinate
306 the project were discussed.

307 Mr. Pires stated he wants to present the Agreement for approval at the next meeting.

308 Mr. Weinberg recalled discussion about the need for Supervisors to complete four hours
309 of ethics training by December 31, 2024 and stated that Supervisors received an email from the
310 Florida Association of Special Districts (FASD). The Florida Commission on Ethics courses are
311 free and the organization is the authoritative source on application of the Florida Statutes.

312 Mr. Adams will email the Memorandum with links to courses to Board Members.

313 Discussion ensued regarding Mr. Slater's intention to resign and the upcoming election.

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

- 315 • **NEXT MEETING DATE: March 27, 2024 at 8:00 AM**

316 ○ **QUORUM CHECK**

317 All supervisors confirmed their attendance at the March 27, 2024 meeting.

318 Mrs. Adams asked for the May 22, 2024 meeting to be moved to May 29, 2024.

319

320 **On MOTION by Mr. Slater and seconded by Mr. Weinberg, with all in favor,**
321 **rescheduling the May 22, 2024 meeting to May 29, 2024, was approved.**

322

323

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

325 Mrs. Adams distributed the Monthly Field Operations Report.

326

327 **FOURTEENTH ORDER OF BUSINESS** **Supervisors’ Requests**

328

329 There were no Supervisors’ requests.

330

331 **FIFTEENTH ORDER OF BUSINESS** **Public Comments**

332

333 Resident Jeff Crike stated the camera on Cherry Oaks has been removed for some time.

334 Mr. Hennessey stated the cameras will be reinstalled within the next few days.

335 Regarding Cherry Oaks, it was noted that four speed tables were installed yesterday.

336 Today, temporary paint, arrows and County-approved striping will be installed. Reflective tape

337 was ordered to be installed on a permanent basis. Some temporary “Caution-Speed Humps

338 Ahead” signs will be installed until the permanent signs arrive. The County will perform a final

339 inspection.

340 Regarding the previous discussion about water usage, Mr. Combes asked if single-family

341 homes will have minimal control over use of water. Mr. Benet stated new single-family homes

342 are all on the system, so the numbers are not exacerbated by new construction.

343 Mrs. Adams stated that the Bougainvillea beds are still being addressed.

344

345 **SIXTEENTH ORDER OF BUSINESS** **Adjournment**

346

347 There being nothing further to discuss, the meeting adjourned at 9:07 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

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

**ACTION/AGENDA
ITEMS**

FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION/ AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY DONE BEFORE NXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.27.18	ACTION	Ms. Lord: Status of boundary legal bills. 10.24.18 Pires Lord: Resolve items. 12.09.20 Mr. Pires: Speak w/ Mr. Parisi re CDD legal costs reimbursement. 05.26.21 Mr. Pires: Pursue settlement offer, discuss w/ Mr. Parisi. 06.22.22 Mr. Pires: Send details to Mr. Parisi. 07.27.22 Send pkg. 12.14.22/01.25.23 Mr. Pires: Discuss w/ Mr. Parisi. 04.26.23 Send pkg. 05.31.23 Gather add'l doc; email pkg this week. 01.24.24: Mr. Haak will assist.	X			
2	07.26.23	ACTION	Mrs. Adams: Request proposal for removal of all decorative rock and to paint Marsh Cove Bridge. 12.13.23 Bridge project postponed to later date, in partnership with golf course.	X			
3	08.23.23	ACTION	Mrs. Adams: Have Mr. Barrow work on landscaping options where guardrail will be removed from Fiddlers Creek Pkwy opposite Whisper Trace & submit to DRC for review & approval. 01.24.24: Send Landscape Plan to Mr. Parisi when guardrail is removed. Mr. Cole: Work on substantial change to remove wooden guardrail opposite Whisper Trace. 02.28.24: A Plat Amendment is required.	X			
4	09.27.23	ACTION	Mrs. Adams: Work w Aquamatic to have valves inspected periodically to ensure operating properly. 10.25.23 Mrs. Adams: Set meeting to include Mr. Benet and Mr. Barrow.	X			
5	10.25.23	ACTION	Mr. Parisi: Send warranty pkg for Championship Dr gatehouse to Mrs. Adams.	X			
6	12.13.23	ACTION	Mr. Barrow: Inspect Cardinal Cove philodendrons; determine if anything can be done & if replacement is responsibility of villages or CDD.	X	X		
7	01.24.24	ACTION	Mrs. Adams: Send Work Order to Mike Barrow to remove bush at Mulberry on north side (minimum view triangle requirements).	X			
8	01.24.24	ACTION	Mr. Cole: Schedule ongoing inspection every 6 months for minimum view triangle requirements throughout community.	X			
9	01.24.24	ACTION	Mr. Cole: Research/advise re: private roads w drainage dedicated to CDD.	X			
10	01.24.24	ACTION/ AGENDA	Mrs. Adams: Present Interlocal Agreement for reconsideration, w details of how cost share is split & details utilized in the calculation.	X	X		

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

**STAFF
REPORTS**

FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 25, 2023	Regular Meeting	8:00 AM
November 8, 2023* CANCELED	Regular Meeting	8:00 AM
December 13, 2023*	Regular Meeting	8:00 AM
January 5, 2024	Attorney Client Executive Session	9:00 AM
January 24, 2024	Regular Meeting	8:00 AM
February 23, 2024	Special Meeting and Attorney Client Executive Session	8:00 AM
February 28, 2024	Regular Meeting	8:00 AM
March 27, 2024	Regular Meeting	8:00 AM
April 24, 2024	Regular Meeting	8:00 AM
May 22, 2024 <i>rescheduled to May 29, 2024</i>	Regular Meeting	8:00 AM
May 29, 2024	Regular Meeting	8:00 AM
June 26, 2024	Regular Meeting	8:00 AM
July 24, 2024	Regular Meeting	8:00 AM
August 28, 2024	Public Hearing & Regular Meeting	8:00 AM
September 25, 2024	Regular Meeting	8:00 AM

***Exceptions**

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