### FIDDLER'S CREEK

## COMMUNITY DEVELOPMENT DISTRICT #1

February 24, 2021
BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA

### Fiddler's Creek Community Development District #1 OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W 

Boca Raton, Florida 33431

Phone: (561) 571-0010 

Fax: (561) 571-0013 

Toll-free: (877) 276-0889

February 17, 2021

**ATTENDEES:** 

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

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

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #1 will hold a Regular Meeting on February 24, 2021 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 February, 2021: SOLitude Lake Management
- 4. Developer's Report
- 5. Engineer's Report: Hole Montes, Inc.
- 6. Presentation/Discussion: Potential Engagement of Disaster, Strategies & Ideas Group, LLC (DSI) for Ideas to Further Pursue Hurricane Irma Recovery Appeal with FEMA
- 7. Discussion/Consideration: Sod and Irrigation Installation, Mahogany Bend, B-2 Buffer
  - LandCare Landscape Enhancement Proposal: Authorization for Extra Work
- 8. Consideration of Aqua-Matic Irrigation Systems, Inc., Proposals for Irrigation Valve Replacement
  - A. Fiddler's Creek CDD #1 Only
  - B. Fiddler's Creek CDDs #1 and #2
- Acceptance of Unaudited Financial Statements as of January 31, 2021
- 10. Approval of January 27, 2021 Regular Meeting Minutes
- 11. Action/Agenda or Completed Items

Board of Supervisors Fiddler's Creek Community Development District #1 February 24, 2021, Regular Meeting Agenda Page 2

### 12. Staff Reports

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

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

• NEXT MEETING DATE: March 24, 2021 at 8:00 A.M.

### QUORUM CHECK

Joseph Badessa	IN PERSON	PHONE	☐ No
Torben Christensen	IN PERSON	PHONE	No
Joseph Schmitt	IN PERSON	PHONE	☐ No
Robert Slater	IN PERSON	PHONE	☐ No
Phillip Brougham	IN PERSON	PHONE	No

- C. Operations Manager: Wrathell, Hunt and Associates, LLC
- D. Director of Safety, Health and Environment: Shane Willis
- 13. Supervisors' Requests
- 14. Public Comments
- 15. Adjournment

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

Sincerely,

Chesley E. Adams, Jr. District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL IN NUMBER: 1-888-354-0094 CONFERENCE ID: 8593810#

# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

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### FIDDLER'S CREEK CDD #1 Quality Control Lake Report

#	Inspection Date	Action Items Observed	*Treatment Date	* Target
Group C				
36	2/1/2021	Vi in littorals, and bul behind homes	1/4/2021	Bul, and Vi
37 A/B	2/1/2021	Bul behind homes and bul in NW cove along golf course	1/4/2021	Bul, Ct, and Pr
38 A/B/C	2/1/2021	Debris on lake shore, coincided with lots under construction debris likely from construction sites, plastic bags and food containers.	1/4/2021	Debris
39 A/B	2/1/2021			
40 A/B	2/1/2021			
41 A/A1	2/1/2021			
41 B1/B2/C	2/1/2021	Treat Ct, Tg, Vi, BP in littoral shelf along hole 14 tees and near the golf pin (may have been treated once already)	1/4/2021	Bul, Ct, Vi and, Pr
42 A/B	2/1/2021	Treat Vi and pennywort in littoral shelf along cart path	1/4/2021	Bul, Ct, Vi
43B	2/1/2021			
44	2/1/2021			
50B	2/1/2021	Spot treat CFH	1/11/2021	CFH
50A	2/1/2021	Spot treat CFH, and Wh near hole 12 tees boxes 3 and 4, water lettuce near hole 12 pin	1/11/2021	CFH, and Wh
65B	2/1/2021	Ct regrowth in shelf	1/4/2021	Tg, cut and removed Bul and Ct
65E1	2/1/2021	Vi in bulrush off hole 17 cart path, traces of CFH noted	1/4/2021	Vi
70A	2/1/2021	Spot treat Ct in bulrush on east end of lake	1/4/2021	Bul, Ct, Pr
78A	2/1/2021			
79A	2/1/2021			

<sup>\*</sup> Treatment dates and targets are susceptible to change due to site conditions: wind, rain, flooding etc.

Abbreviation Key									
Alligator Weed	Aw	Chara	Ch	Illinois Pondweed	Pi	Southern Naiad	Ns	Water Hyacinth	Wh
Bottom Algae	Ва	Crested Floating Heart	CFH	Pennywort	Pw	Surface Algae	Sa	Water Lettuce	WL
Bulrush	Bul	Duckweed	Dw	Primrose	Pr	Torpedograss	Tg	Brazilian Pepper	BP
Cattails	Ct	Hydrilla	Н	Planktonic Algae	Pa	Vines	Vi		

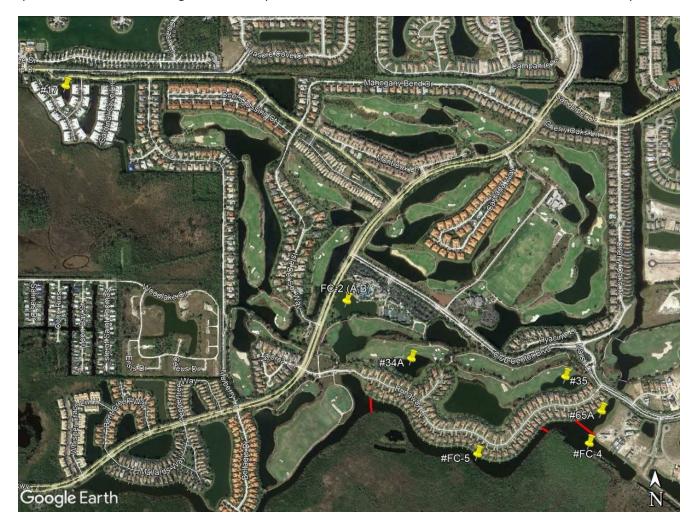
FIDDLER'S CREEK CDD #1
Quality Control Lake Report



### FIDDLER'S CREEK CDD #1 Quality Control Lake Report

#	Re-Evaluation	Action Items Observed	Completed
Group B			
17	2/1/2021	Hydrilla noted in patches around lake edge	Yes
34A	2/1/2021	Bul regrowth noted in shelf behind homes, spot treat: Ct, Pr, CFH, and willow	Yes
35	2/1/2021	Tg regrowth in littorals near cart path/cart tunnel	Yes
FC-2 (A/B)	2/1/2021	CFH requires treatment	Yes
FC-4	2/1/2021	Traces of CHF and Pi noted but growth is minimal	Yes
FC-5	2/1/2021	Traces of CHF and Pi noted but growth is minimal	Yes
65-A	2/1/2021	Traces of CHF and Pi noted but growth is minimal	Yes

<sup>\*</sup> This portion will be completed the month following the initial inspection when the action items were identified to ensure compliance\*



# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1



### CONTRACT FOR DISASTER CONSULTING SERVICES

THIS CONTRACT FOR DISASTER RECOVERY SERVICES ("Contract") is entered into as of the last date found below by and between **Disaster**, **Strategies & Ideas Group**, **LLC (DSI)**, and The Fiddlers Creek Community Development District #1 (**The District**). The terms and conditions of this Contract are as follows:

- **1. <u>Contract Purpose:</u> DSI,** will assist The District in its recovery appeal from Hurricane Irma (the Appeal(s)
- 2. Role of DSI: DSI agrees to provide the services as detailed and itemized below. DSI will
  - **a.** begin work immediately upon execution of this Contract or as directed by District .
  - **b.** Review of documentation related to District Appeals.
  - c. Develop an appeal strategy.
  - **d.** Represent the District in the Appeals as needed with State, and FEMA Officials, and as requested/directed by District.
  - **e.** Make recommendations based on FEMA correspondence to the District to appeal FEMAdeterminations.
  - **f.** Disaster Recovery Assistance for future storms, events.
- **3.** <u>Term of Contract:</u> The term of this Contract shall extend from 2/22/2021 to 2/22/2022, andthe term may be extended in one (1) year increments by mutual written agreement of theparties.
- **4. Compensation:** It is agreed that District will contract with DSI for the deployment of Public Assistance professionals at the rates included in the attached rate schedule. DSI willprovide District with a monthly invoice. Payment of a proper invoice that is to be paid within 45 days of receipt, in accordance with the Florida Local Government Prompt Payment Act, Part VII of Ch. 218, F.S. The maximum amount of funds to be paid pursuant to this contract shall not exceed , without prior approval and agreement by the District and DSI. Our fees associated with Public Assistance services will not exceed the disaster specific management costpercentages of the total eligible damages as allowed by FEMA. Out-of-pocket expenses for mileage will be billed at applicable IRS approved rates. Out-of-pocket expenses for meals will bebilled at the daily General Services Administration rates by location, and out of pocket expenses for lodging will be billed at actual rates (government rates for lodging will be used as available). Fees for services of this type are always difficult to estimate. If circumstances are encountered that affect our ability to proceed in accordance with the project plan as described, such as major scope changes, loss of key City personnel, unavailable information, or undetermined or requested scope changes during our preliminary planning efforts, we will informyou promptly and your approval for any changes in scope, timing or fees that may result from such circumstances.

- **5.** <u>Independent Contractor:</u> DSI specifically acknowledges that it is not an employee or agent of District but rather is an independent contractor in all respects and for all purposes.
  - **a.** This engagement will require regulations and compliance experience. DSI intends to utilize Thomas Howell Ferguson, CPA, PA as our subcontractors on this agreement. DSI's rates and services will be billed hourly as incurred plus administrative and travel cost. If specialized skills are required for historic preservation, engineering, legal or mitigation the rates may changewith the approval of the District.
- 6. <u>Confidentiality:</u> Both during and after thiscontract with DSI, and only to the extent authorized or permitted by law, including but not limited to Florida's Public Records Law, District will not directly or indirectly disclose to any person or entity, excluding any court or administrative agency wherein the parties hereto are parties, any documents submitted by DSI which at the time of submission constitute trade secrets as defined in Section 812.081, F.S. and which are stamped as "confidential" or "confidential information" at the time of submission to the District. "Confidential information"shall specifically include information or knowledge relating to prices, trade secrets, systems, training, methods, or secrets that DISTRICT may acquire during the term of this Contract with respect to the business of DSI.
- **7.** <u>Public Records:</u> In addition to any other right or termination that the DISTRICT possesses, the DISTRICT shall have the right to unilaterally cancel the Contract for refusal by Contractor or any subcontractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. and made or received by the Contractor in conjunction with the Contract.
- 8. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OFPUBLIC RECORDS, 239-561-1313; 13240 Griffin Dr., Fort Myers, FL 33913
- **9. Public Records Further Compliance**: The Contractor agrees to comply with Florida's public records laws, specifically to:
  - a. Keep and maintain public records required by the DISTRICT to perform the service.
  - **b.** Upon request from the DISTRICT's custodian of public records, provide the DISTRICT witha 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 provided in this chapter or as otherwise provided by law.

- **c.** 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 contract term and following completion of the contract if the contractor does not transfer therecords to the DISTRICT.
- **d.** Upon completion of the contract, transfer, at no cost, to the DISTRICT all public records in possession of the contractor or keep and maintain public records required by the DISTRICT toperform the service. If the contractor transfers all public records to the DISTRICT upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractorshall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT's custodianof public records, in a format that is compatible with the information technology systems of the DISTRICT.

Custodian:

Daphne Gillyard 2300 Glades Road suite 410 W Boca Raton, FL 33431 561 571-0010 GillyardD@whhassociates.com

**10.** <u>Limit on Liability Clause:</u> The total aggregate liability of DSI's liability for services arisingout of, from or relating to services performed in accordance with this contract for disaster consulting services shall not exceed the total amount of the fees paid to DSI. In no event with DSI beliable for the interruption or loss of business or loss of business or any lost profits, savings, revenue or goodwill or incidental, consequential, punitive, special, exemplary, or similar such damages, even ifDSI has been advised of the possibility of such damages.

### 11. Notice and Contact:

The name and contact information of DSI's contract manager is:

Linda Berry PO Box 12333 Tallahassee, Florida 32317-2333 linda@dsideas.com

C: 850-528-5888

The name and contact information of Fiddler Creek contract manager is:

Phil Brougham, Chairman Fiddler Creek Community Development District2300 Glades Road, Suite 410W Boca Raton, Florida 33431

- **12.** <u>Modification:</u> Modifications to this Contract shall only be valid if reduced to writing and dulysigned by each of the parties. Any modifications shall be attached to the original Contract.
- **13. Counterparts:** This Contract may be executed in counterparts any one of which may be takenas an original.
- **14.** <u>Governing Law:</u> This Contract shall be governed by and enforced in accordance with the laws of the State of Florida without giving effect to the conflict of law principles thereof. Venue shall be properfor any disputes pursuant to this Contract in Leon County, Florida. The parties specifically waive their right to a jury trial in any action brought to enforce the terms of this Contract.

**IN WITNESS WHEREOF,** the parties hereto have caused this Contract for Disaster Recovery Servicesto be executed by their undersigned officials as duly authorized.

For the Fiddlers Chairman	For the Company - Disasters, Strategies, and Ideas Group, LLC
Phil Broughman, Chairman	Linda Berry, Vice President
Date	Date



February 16, 2021

Phil Brougham

Chair, Fiddlers Creek Community Development District

Dear Mr. Brougham,

DSI was established by former State of North Carolina and State of Florida Emergency Management Director Joe Myers in 2003, to provide disaster and emergency management services to state, local, and federal agencies. Headquartered in Tallahassee, Florida. DSI serves Florida and the Southeast with a team of professionals who are subject matter experts in all aspects of disaster services and emergency management, with the primary focus being disaster recovery grant management services.

DSI is one of the nation's leading firms for the processing of FEMA Direct Administrative Costs (DAC). Since 2012, we have processed over \$1 billion in reimbursable expenses using a disaster funding software designed to track information needed for FEMA compliancy. We believe it is the most effective system in the nation, and the same system for tracking DAC costs could be put to use for any State, County, City, or sub-recipient. DSI's executive staff has the experience and depth of resources needed to provide expert consulting services for all five phases of emergency management: mitigation, preparedness, response, recovery, and long-term recovery.

Based on our conversation, we understand that you require:

- Review of all documents related to background and issue on the Appeal.
- Work with the District staff
- Develop a strategy to present to District.
- Act on behalf of the District as needed with State, and FEMA Officials as needed.
- Make recommendations to the District on steps moving forward to FEMA for eligibility of Appeal.

Due to the nature of this engagement and the regulations and compliance requirements, we intend to utilize Thomas Howell Ferguson, CPA, PA as our subcontractors on this agreement. Our rates and services will be billed hourly as incurred plus administrative and travel cost. If specialized skills are required for historic preservation, engineering, legal or mitigation the rates may change with the approval of the Development District.

DSI's fee for services is based on the estimated number of hours by task and by team member. Actual work effort may vary from the estimate provided. DSI will invoice the District for actual time an expense incurred up to, but not to exceed the amount proposed without prior approval or agreement by the

District. DSI	agrees to	perform t	hese ser	vices fo	r an	hourly rate	e listed ii	n the tab	le of rates	below	not to
exceed \$											

Level of Personnel	Rate
Principal	\$241
Sr. Consultant	\$162
Consultant	\$142
Jr. Consultant	\$117

DS is committed to exceeding your expectations for service, while earing your trust and confidence. If you should need additional information, please do not hesitate to contact me at (850) 528-5888 or Joe Myers at (850) 443-6948, or via email <a href="mailto:linda@dideas.com">linda@dideas.com</a> or <a href="mailto:joe@dsideas.com">joe@dsideas.com</a>

Sincerely,	Authorized by:
Linda Berry	Chairman, Phil Brougham
Vice President	Fiddlers Creek CDD

Disasters, Strategies & Ideas Group. LLC

# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

Fiddler's Creek CDD 1 8152 Fiddlers Creek Pkwy Naples, FL 34114 (O)239-498-9020 (C) crismondc@whhassociates.com

Kenneth Flage kenneth.flage@landcare.com CO # 3256686 February 5, 2021

### Authorization for Extra Work - Sod and Irirgation installation

LandCare hereby submits specifications and estimates for the following work: Behind 3741 Mahgony Bend Drive put additional irrigation and new sod in common area between lake and CDD buffer.

Qty	<u>MOU</u>	Description	<u>Unit Price</u>	Total Price
6.00	HR	Labor to prep area	\$45.00	\$270.00
24.00	HR	Irrigation Technician Time	\$55.00	\$1,320.00
1.00	Dollars	Irrigation Parts	\$550.00	\$550.00
15600.00	Each	Installation Floritam Sod	\$0.60	\$9,360.00
			SubTotal	\$11,500.00
			Tax	\$0.00
			Total	\$11,500.00

### Warranty:

All new woody plant material will carry a one year material and labor warranty. This warranty will be honored only if the plant material is watered, fertilized and maintained to defined standards. This warranty is limited to a one time replacement. This warranty is subject to payment of the original invoice being made within the terms of the sale and account being current.

### Pricing:

Except as noted in the Proposal, all prices are valid for sixty (60) days after the date of this Proposal; provided, however, that all prices are subject to change due to seasonal growth rates, fluctuating material and/or labor prices or other unforeseen factors.

### Payment Terms:

Payment terms are Due Upon Receipt. A service charge of 1.5% per month will be added to all balances not paid within thirty (30) days of invoice date. This represents an annual rate of 18%. In addition to all service charges there shall also be paid the reasonable costs of collection including attorney's fees and court costs.

Ву		Ву _	
	Kenneth Flage		
Date	2/5/2021	Date	
	LandCare	Ī	Fiddler's Creek CDD 1

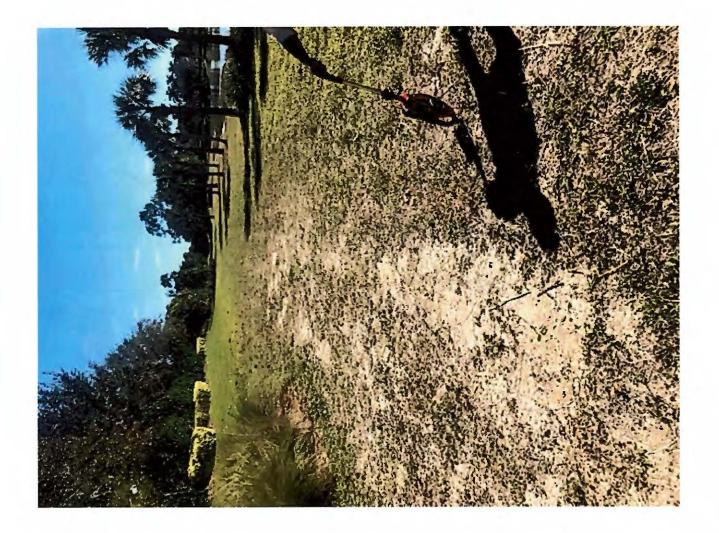


### Flage, Kenneth

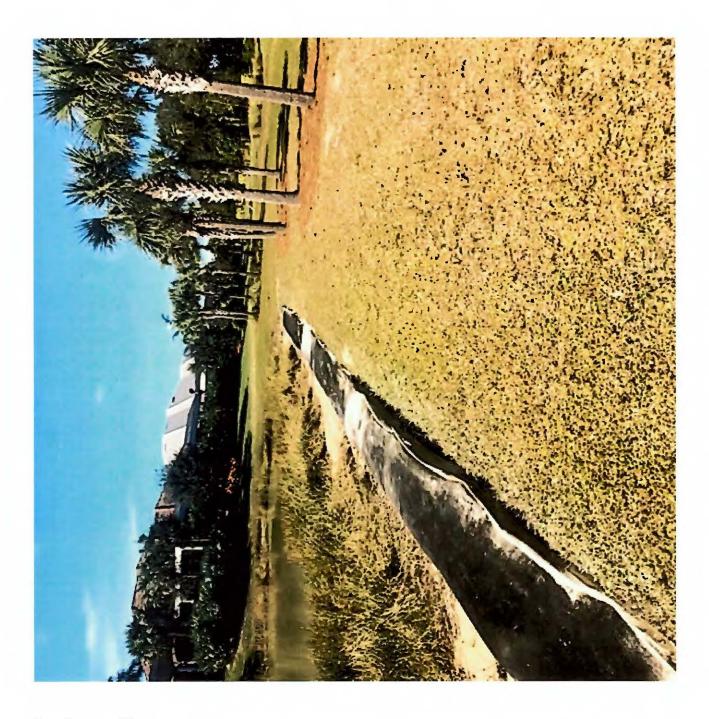
From:

Flage, Kenneth Thursday, February 4, 2021 1:42 PM Flage, Kenneth Sent:

To:







Sent from my iPhone

# FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

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### AQUA-MATIC IRRIGATION SYSTEMS, INC.

Consulting, Design and Installation 6188 Lee Ann Lane, Naples, FL 34109 (239) 597-8008 FAX (239)597-7433

### PROPOSAL/CONTRACT

TO:FIDDLERS CREEK CDD 1	Page # 1 of 1
Cleo Adams Assistant District Manager Wrathell, Hunt & Associates, LLC 9220 Bonita Beach Road Suite #214 Bonita Springs, FL 34135	Date: 2/16/2021
	Job Name: EXPLORATORY IRRIGATION VALVE ISSUES

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
4	EXCAVATE 2 AREAS TO CHECK CONDITION OF	1,200.00 EH.	\$2,400.00
	GATE VALVES, MAKE, MODEL SIZE.		
	This will determine if we can just change the bonnet,		
	Or if we have to replace the entire valve.		
	A Huge savings on labor cost.		

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.

### AQUA-MATIC IRRIGATION SYSTEMS, INC.

Consulting, Design and Installation 6188 Lee Ann Lane, Naples, FL 34109 (239) 597-8008 FAX (239)597-7433

### PROPOSAL/CONTRACT

Authorized Signature:	NOTE: This proposal may be wi	thdrawn by us if not accepted 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

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### AQUA-MATIC IRRIGATION SYSTEMS, INC.

Consulting, Design and Installation 6188 Lee Ann Lane, Naples, FL 34109 (239) 597-8008 FAX (239)597-7433

### PROPOSAL/CONTRACT

TO:FIDDLERS CREEK CDD 1 & 2	Page # 1 of 1
Cleo Adams Assistant District Manager Wrathell,Hunt & Associates, LLC 9220 Bonita Beach Road Suite #214 Bonita Springs, FL 34135	Date: 2/16/2021
	Job Name: EXPLORATORY IRRIGATION VALVE ISSUES

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
4	EXCAVATE 2 AREAS TO CHECK CONDITION OF	1,200.00 EH.	\$2,400.00
	GATE VALVES, MAKE, MODEL SIZE.		
	This will determine if we can just change the bonnet,		
	Or if we have to replace the entire valve.		
	A Huge savings on labor cost.		

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.

### AQUA-MATIC IRRIGATION SYSTEMS, INC.

Consulting, Design and Installation 6188 Lee Ann Lane, Naples, FL 34109 (239) 597-8008 FAX (239)597-7433

### PROPOSAL/CONTRACT

Authorized Signature:	NOTE: This proposal may be withdrawn by us if not accept within days.	ted
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

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FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2021

### FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 BALANCE SHEET GOVERNMENTAL FUNDS JANUARY 31, 2021

	General 001	Debt Service Series 2013 Refunded 1999	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	<b>*</b> . <b></b>	•	•	•	•	•	•	
SunTrust	\$ 1,590,905	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,590,905
Assessment account-Iberia	300,783	-	-	-	-	-	-	300,783
Centennial Bank - MMA	77,645	-	-	-	-	-	-	77,645
Finemark - MMA	249,015	-	-	-	-	-	-	249,015
Finemark - ICS	724,850	-	=	-	-	=	=	724,850
Investments								
Revenue	-	445,857	525,630	-	468,861	-	-	1,440,348
Reserve - series A	-	451,257	-	-	-	-	-	451,257
Reserve - series B	-	-	-	-	103,995	-	-	103,995
Prepayment	-	5,263	-	38,506	227,383	-	-	271,152
Prepayment - 2002B exchange	=	-	275,688	-	-	-	-	275,688
Undeposited funds	-	-	-	-	37,528	-	-	37,528
Due from other funds								
Debt service 2014-2A	312	-	-	-	_	-	-	312
Due from Fiddler's Creek CDD #2	29,182	-	-	-	_	-	-	29,182
Due from FC foundation	1,788	-	-	-	_	-	-	1,788
Prepaid expense	568	-	-	-	-	-	-	568
Deposits	5,125	-	-	-	-	-	-	5,125
Total Assets	\$ 2,980,173	\$ 902,377	\$ 801,318	\$ 38,506	\$ 837,767	\$ -	\$ -	\$ 5,560,141
LIABILITIES & FUND BALANCES	<del></del>			· — · · · · · · · · · · · · · · · · · ·	· <u> </u>	-	· — ·	
Due to other funds								
General fund 001	_	_	_	_	312	_	_	312
C&C tree svc retainage	4,942	_	_	_	-	_	_	4,942
Landshore Enterprises retainage	10,593	_	_	_	_	_	_	10,593
Total liabilities	15,535			·	312			15,847
Fund balances:	10,000		· <del></del>	-				10,047
Restricted for								
Debt service	_	902,377	801,318	38,506	837,455	_	_	2,579,656
Unassigned	2,964,638	902,377	001,310	30,300	001,400	_	-	2,964,638
Total fund balances	2,964,638	902,377	801.318	38.506	837,455		<u> </u>	5,544,294
Total liabilities and fund balance	\$ 2,980,173	\$ 902,377	\$ 801,318	\$ 38,506	\$ 837,767		\$ -	\$ 5,560,141
i otal liabilities allu lullu balalite	ψ 2,300,173	ψ 302,377	ψ 001,310	ψ 50,500	ψ 031,707	Ψ -	Ψ -	φ 5,500,141

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND 001 FOR THE PERIOD ENDED JANUARY 31, 2021

	Current Month	t	Year To Date	Budget	% of Budget
REVENUES Assessment levy	\$ 89,	534	\$ 1,791,803	\$ 2,106,777	85%
Assessment levy: off-roll		013	108,051	324,154	33%
Interest	•	79	289	2,200	13%
Miscellaneous		-	-	15,000	0%
Total revenues	116,	626	1,900,143	2,448,131	78%
EXPENDITURES					
Administrative					
Supervisors		076	3,229	12,918	25%
Management	5,	044	20,175	60,525	33%
Assessment roll preparation		<u>-</u>	23,990	25,490	94%
Accounting services	1,	647	6,588	19,764	33%
Audit		-	-	15,400	0%
Legal	_	-	731	25,000	3%
Engineering	7,	060	12,456	30,000	42%
Telephone		65	261	783	33%
Postage	,	418	623	2,300	27%
Insurance		- EE	19,232 220	22,147	87%
Printing and binding		55	1,155	659	33% 58%
Legal advertising Office supplies		-	1,155	2,000 750	0%
Annual district filing fee		-	175	175	100%
Trustee		_	175	15,500	0%
Arbitrage rebate calculation		_	_	4,000	0%
Contingencies		75	1,710	4,000	43%
ADA website complicance		-	210	840	25%
Dissemination agent		986	3,943	11,828	33%
Total administrative		426	94,698	254,079	37%
Field management					
Field management services		186	8,745	26,237	33%
Total field management	2,	186	8,745	26,237	33%
Water management maintenance					
Other contractual	124,	248	155,038	407,506	38%
Fountains		847	18,174	60,000	30%
Total water management maintenance	133,	095	173,212	467,506	37%
Street lighting					
Contractual services		-	-	15,000	0%
Electricity	2,	104	6,179	38,000	16%
Holiday lighting program		-	-	15,000	0%
Miscellaneous				1,500	0%
Total street lighting	2,	104	6,179	69,500	9%

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND 001 FOR THE PERIOD ENDED JANUARY 31, 2021

	Current Month	Year To Date	Budget	% of Budget
Landscaping				
Other contractual - landscape maintenance	77,444	139,086	895,000	16%
Other contractual - flowers	-	20,244	52,000	39%
Other contractual - mosquito control	-	10,719	24,000	45%
Improvements and renovations	4,970	5,840	125,000	5%
Contingencies			15,000	0%
Total landscaping	82,414	175,889	1,111,000	16%
Roadway				
Roadway maintenance	-	-	75,000	0%
Capital outlay	-	108,970	150,000	73%
Total roadway	-	108,970	225,000	48%
Irrigation supply				
Electricity	41	124	750	17%
Repairs and maintenance	4,173	5,048	5,000	101%
Other contractual - water manager	, <u>-</u>	-	50,000	0%
Supply system	13,292	41,677	162,250	26%
Total irrigation supply	17,506	46,849	218,000	21%
Other fees & charges				
Property appraiser	_	_	32,918	0%
Tax collector	1,791	27,868	43,891	63%
Total other fees & charges	1,791	27,868	76,809	36%
Total expenditures	255,522	642,410	2,448,131	26%
·				
Excess/(deficiency) of revenues				
over/(under) expenditures	(138,896)	1,257,733	-	
Fund balances - beginning	3,103,534	1,706,905	1,349,974	
Fund balances - beginning Fund balances - ending	\$ 2,964,638	\$ 2,964,638	\$ 1,349,974	
	<del>- 2,001,000</del>	<del>+ 2,001,000</del>	<del>+ 1,010,071</del>	

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2013 (REFUNDED SERIES 1999) FOR THE PERIOD ENDED JANUARY 31, 2021

DEVENUE	Current Month	Year To Date	Budget	% of Budget
REVENUES Assessment levy: on-roll - net	\$ 7,589	\$151,877	\$179,515	85%
Assessment prepayments	Ψ 7,509	1,198	ψ179,515 -	N/A
Interest	6	25	_	N/A
Total revenues	7,595	153,100	179,515	85%
EXPENDITURES				
Debt service				
Principal	-	-	795,000	0%
Interest		15,900	31,800	50%
Total debt service		15,900	826,800	2%
Other fees & charges				
Property appraiser	-	-	2,805	0%
Tax collector	152_	2,362	3,740	63%
Total other fees & charges	152	2,362	6,545	36%
Total expenditures	152	18,262	833,345	2%
Excess/(deficiency) of revenues				
over/(under) expenditures	7,443	134,838	(653,830)	
Fund balances - beginning	894,934	767,539	746,983	
Fund balances - ending	\$902,377	\$902,377	\$ 93,153	

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2014-1 (REFUNDED SERIES 2002B) FOR THE PERIOD ENDED JANUARY 31, 2021

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 19,143	\$383,090	\$494,496	77%
Assessment prepayments	-	196,299	-	N/A
Interest	3	15		N/A
Total revenues	19,146	579,404	494,496	117%
EXPENDITURES				
Debt service				
Principal	-	-	205,000	0%
Principal prepayment	-	245,000	-	N/A
Interest	-	135,316	270,631	50%
Total debt service		380,316	475,631	80%
Other fees & charges				
Property appraiser	-	-	7,727	0%
Tax collector	383	5,958	10,302	58%
Total other fees & charges	383	5,958	18,029	33%
Total expenditures	383	386,274	493,660	78%
Excess/(deficiency) of revenues				
over/(under) expenditures	18,763	193,130	836	
Fund balances - beginning	782,555	608,188	281,472	
Fund balances - ending	\$801,318	\$801,318	\$282,308	

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2014-2A (REFUNDED SERIES 2002A) FOR THE PERIOD ENDED JANUARY 31, 2021

	Current Month	Year To Date	Budget	% of Budget
REVENUES Assessment levy: off-roll Assessment prepayments Interest Total revenues	\$ - - - -	\$ 105,702 37,529 1 143,232	\$ 361,031 - - 361,031	29% N/A N/A 40%
EXPENDITURES Debt service Principal Interest Total debt service	- - -	105,703 105,703	150,000 211,406 361,406	0% 50% 29%
Excess/(deficiency) of revenues over/(under) expenditures	-	37,529	(375)	
Fund balances - beginning Fund balances - ending	38,506 \$ 38,506		1,375 \$ 1,000	

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2014-2B (REFUNDED SERIES 2002A) FOR THE PERIOD ENDED JANUARY 31, 2021

	Curren Month		Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 15,6	505 \$ 312,301	\$ 421,056	74%
Assessment prepayments	150,1	15 262,701	-	N/A
Interest		2 19		N/A
Total revenues	165,7	722 575,021	421,056	137%
EXPENDITURES				
Debt service				
Principal			170,000	0%
Principal prepayment		- 475,000	-	N/A
Interest		- 118,078	236,156	50%
Total debt service		- 593,078	406,156	146%
Other fees & charges				
Property appraiser			6,579	0%
Tax collector	3	312 4,857	8,772	55%
Total other fees & charges	3	4,857	15,351	32%
Total expenditures	3	597,935	421,507	142%
Excess/(deficiency) of revenues				
over/(under) expenditures	165,4	(22,914)	(451)	
Fund balances - beginning	672,0	860,369	398,906	
Fund balances - ending	\$ 837,4	\$ 837,455	\$ 398,455	- =

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2014-3 (REFUNDED SERIES 2005) FOR THE PERIOD ENDED JANUARY 31, 2021

	Current Month	Year To Date	Budget	% of Budget
REVENUES Assessment levy: off-roll Total revenues	\$ - -	\$193,649 193,649	\$592,300 592,300	33% 33%
EXPENDITURES Debt service				
Principal Interest Total debt service		193,650 193,650	205,000 387,300 592,300	0% 50% 33%
Excess/(deficiency) of revenues over/(under) expenditures	-	(1)	-	
Fund balances - beginning Fund balances - ending	\$ -	\$ -	465 \$ 465	

## FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2014-4 (REFUNDED SERIES 2005) FOR THE PERIOD ENDED JANUARY 31, 2021

	Current Month	Year To Date	Budget	% of Budget
REVENUES Assessment levy: off-roll Total revenues	\$ <u>-</u>	\$204,449 204,449	\$623,900 623,900	33% 33%
EXPENDITURES Debt service Principal Interest Total debt service	- - -	204,450 204,450	215,000 408,900 623,900	0% 50% 33%
Excess/(deficiency) of revenues over/(under) expenditures	-	(1)	-	
Fund balances - beginning Fund balances - ending	<u>-</u> \$ -	\$ -	2,672 \$ 2,672	

### **DRAFT**

1 2		OF MEETING IITY DEVELOPMENT DISTRICT #1			
3 4	The Board of Supervisors of the Fiddler's Creek Community Development District #1				
5					
	held a Regular Meeting on January 27, 2021 at 8:00 a.m., at the Fiddler's Creek Club and Spa				
6	3470 Club Center Boulevard, Naples, Florida 3	4114.			
7					
8	Present at the meeting were:				
9 10	Phil Brougham	Chair			
11	Robert Slater	Vice Chair			
12	Joseph Badessa	Assistant Secretary			
13	Torben Christensen	Assistant Secretary			
14	Joseph Schmitt	Assistant Secretary			
15	3335p., 33	, , , , , , , , , , , , , , , , , , , ,			
16	Also present were:				
17	•				
18	Chuck Adams	District Manager			
19	Cleo Adams	Assistant District Manager			
20	Tammie Smith	Operations Manager			
21	Tony Pires	District Counsel			
22	Terry Cole	District Engineer			
23	Ron Albeit	Foundation General Manager			
24	Shane Willis	Director of Safety, Health and Environment			
25	Christina Kennedy (via telephone)	SOLitude Lake Management			
26	Alfred Noto	Resident			
27	George Riainitis	Resident			
28	Shannon Benedetti	Resident/Landscape Committee			
29	FIRST ORDER OF BUSINESS	Call to Carlo de la Call			
30	FIRST ORDER OF BUSINESS	Call to Order/Roll Call			
31 32	Mr. Brougham called the meeting to o	rder at 8:00 a.m. All Supervisors were present.			
33					
34 35 36	SECOND ORDER OF BUSINESS	Public Comments: Non-Agenda Items (3 minutes per speaker)			
37	No members of the public spoke.				
38					
39 40 41	THIRD ORDER OF BUSINESS	Waterway Inspection Report – January, 2021: SOLitude Lake Management			
42	Mr. Brougham presented the January	2021 Waterway Inspection Report. He stated he			
43	annreciated the new monthly report focus	ed on "problem lakes", which was much more			

# FIDDLER'S CREEK CDD #1 DRAFT January 27, 2021 44 concise. Mr. Schmitt noted that Lake 41-B had many weeds along the shoreline. He requested 45 that Mr. Cole survey Lake 41-B for erosion along the shore. 46 47 FOURTH ORDER OF BUSINESS Developer's Report

Mr. Albeit stated the main gate would be completed the first week in February and the back gate would be completed the second week in February. The consensus was that the gatehouses were progressing nicely and looked beautiful. Mr. Albeit noted that the guards would have a much better view of traffic.

Mr. Schmitt recalled a notice stating that the drive to the pump house was to be paved and asked why this was an issue after so many years. Mr. Cole stated this work was mandated necessary and funded by the County and would involve only a minor disruption to residents.

**FIFTH ORDER OF BUSINESS** 

Engineer's Report: Hole Montes, Inc.

Mr. Cole reported the following:

The County bidding process for the force main project was in process and work was anticipated to begin in the second quarter of 2021. A notice would be sent to residents.

Discussion ensued regarding a temporary detour. Mr. Cole stated the Sandpiper Gate was anticipated to be open in March.

- Lake bank erosion repairs were ongoing. In those locations where truck access caused disruption, landscaping and irrigation would be restored, as necessary.
- 66 Concrete valley gutters and curb repairs and restriping were substantially completed.
  - The irrigation system required a number of repairs to valves. AquaMatic would submit proposals to be considered on a prioritized basis. Ongoing issues with pump houses would be coordinated with Staff.
    - Mr. Brougham noted such repairs were expected, as the equipment was over 20 years old. He discussed the need to plan and budget for proactive repairs or replacement.

## SIXTH ORDER OF BUSINESS Discussion: Sandpiper/US 41 Traffic Signal

Budget and Funding Split Requirements

Mr. Cole presented a funding summary for the Sandpiper/US 41 Traffic Signal. Design and permitting work were anticipated to begin soon. Traffic counts could not begin until April,

### FIDDLER'S CREEK CDD #1 DRAFT January 27, 2021

which is the end of the season. Road closures and travel restrictions would also be reflected in measurements. Future development and future traffic generated must be taken into consideration. Funding may be needed when construction begins, by summer 2021 at the earliest; warrants must be met to obtain permits.

Mr. Brougham noted that nothing was budgeted for Fiscal Year 2021 for this project; it would be addressed during budget discussions and included in the draft Fiscal Year 2022 budget. Surplus fund balance, start dates and availability of funding, were discussed.

Mr. Noto asked for clarification of the costs shown for CDD #1 and CDD #2. Mr. Cole reviewed the funding summary, which showed the funding sources. Mr. Brougham stated both Districts agreed to fund 50% of the traffic signal and noted that a greater percentage of CDD #2's portion of this expenditure would be funded with bond proceeds. Discussion ensued regarding the potential start dates, cash flow, the funding summary and the project.

### SEVENTH ORDER OF BUSINESS

Presentation/Discussion: Potential Engagement of DS Ideas to Further Purse Hurricane Irma Recovery Appeal with FEMA

Mr. Brougham discussed the proposition of engaging DS Ideas (DSI) to further pursue the District's Hurricane Irma recovery appeal with the Federal Emergency Management Agency (FEMA). Discussion ensued regarding the cost, DSI, potential outcomes and pros and cons of using a consulting firm. Mr. Christensen stated he would like to know DSI's outcomes with FEMA claims. Discussion ensued regarding other claims rejected by FEMA, additional information required before engaging DSI to work on the District's behalf, the District's original filing in early 2018 and the appeal.

Mr. Schmitt proposed authorizing the Chair to work with Staff to negotiate an agreement for DSI to answer specific questions following a review of the District's claim, including a professional estimate of the probability of success, the name(s) of individuals in charge of the District's case and whether contact has been made with that individual.

On MOTION by Mr. Schmitt and seconded by Mr. Christensen, with all in favor, engaging DS Ideas to further pursue the District's Hurricane Irma recovery appeal with FEMA, in a not-to-exceed amount of \$20,000, was approved.

	FIDDL	ER'S CREEK CDD #1	DRAFT	January 27, 2021
113 114 115	EIGHT	H ORDER OF BUSINESS	Acceptance Statements as	of Unaudited Financial of December 30, 2020
116		Mr. Brougham presented the Unaud	ited Financial Stateme	nts as of December 30, 2020.
117				
118 119 120	NINTH	ORDER OF BUSINESS	Approval of Meeting Minu	December 9, 2020 Regular tes
121		Mr. Brougham presented the Decem	ber 9, 2020 Regular M	eeting Minutes.
122		The following changes were made:		
123		Line 107: Change "gutter s" to "gutter	ers"	
124				
125 126 127		On MOTION by Mr. Badessa and sec December 9, 2020 Regular Meeting	•	
128 129	TENTH	I ORDER OF BUSINESS	Action/Agend	a or Completed Items
130				
131		Items 8 and 16 were completed.		
132		Item 13 was a duplicate and would b	e deleted.	
133				
134 135	ELEVE	NTH ORDER OF BUSINESS	Staff Reports	
136	A.	District Counsel: Woodward, Pires a	nd Lombardo, P.A.	
137		There was no report.		
138	В.	District Manager: Wrathell, Hunt an	d Associates, LLC	
139		NEXT MEETING DATE: Februa	ary 24, 2021 at 8:00 A.	М.
140		O QUORUM CHECK		
141		All Supervisors confirmed their atten	dance at the February	24, 2021 meeting.
142	C.	Operations Manager: Wrathell, Hun	t and Associates, LLC	
143		Ms. Smith presented her Field Opera	tions Report and note	d the following:
144	>	Although Staff contacted multiple	contractors regarding	the pump house doorjamb
145	repair	s, only one estimate was obtained.		
146		Mr. Willis stated he would assist Ms.	Smith in contacting a	contractor.
147		Mr. Schmitt stated he received the la	indscape renderings fo	or both the main entrance and
148	the Sa	ndpiper entrance. Mrs. Adams stated	these were sent for ir	nformational purposes.

	FIDDLER'S CREEK CDD #1	DRAFT	January 27, 2021
181			
182			
183			
184			
185			
186			
187	Secretary/Assistant Secretary	Chair/Vice Cha	ir

## FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.27.18	ACTION	Per Mr. Brougham, Ms. Lord to request that the District receive a status report on its boundary legal bills. <b>As of 10.24.18</b> , Mr. Pires working with Ms. Lord to resolve a few items. <b>As of 12.09.20</b> , Mr. Pires to speak with Mr. Parisi regarding reimbursement of District legal costs.	X			
2	06.24.20	ACTION	Mr. Pires to send a letter requesting the County provide information showing there would be no adverse impacts to Fiddler's Creek in regard to water quality or staging of flood levels.	Х			
3	08.26.20	ACTION	Mr. Adams to draft FEMA request and send to Congressmen/ women, Senators and Representatives as appropriate.	X	Х		
4	08.26.20	ACTION	Mr. Cole to request an estimate for the milling and repaving of the striping on Runaway Lane. <b>As of 09.23.20,</b> Mr. Cole waiting for quote. May be scheduled for spring 2021.	x			
5	09.23.20	ACTION	Mr. Cole to prepare a memo memorializing the rainfall events related to Hurricane Sally.	Х			
6	09.23.20	ACTION	Mr. Cole to ensure catch basins in drainage easements were checked and cleared. <b>As of 12.09.20</b> : Mr. Cole to spot check in the villages.	Х	х		
7	09.23.20	ACTION	Mr. Willis to make contact with Sheriff regarding mobile cop free of charge.	X			
8	11.11.20	ACTION	Mrs. Adams to obtain a quote for brown mulch instead of pine straw.	Х	X		X
9	11.11.20	ACTION	Mr. Willis to publish answers to FAQs to Members' website.	Х			
10	12.09.20	ACTION	Mrs. Adams to work with Ms. Kennedy of SOLitude to develop Action Items List.	Х	Х		
11	12.09.20	ACTION	Mr. Cole to inspect Championship Drive near Mulberry for pavement failures.	X			
12	12.09.20	ACTION	Mrs. Adams to follow up with Mr. Parisi regarding the Unaudited Financials line item "Due from FC Foundation" in the amount of \$1,788	X	Х		
13	12.09.20	ACTION	Mrs. Adams to follow up regarding the Unaudited Financials line item "Contingencies"	Х	Х		
14	12.09.20	ACTION	Mrs. Adams to review and advise Mr. Richard Peters regarding his request for additional landscaping to obscure Publix-related traffic.	Х	х		
15	1.27.21	ACTION	Mrs. Adams to review Pump House Roof #2 leak repair recommendations with Mr. Cole.	Х			

## FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
16	1.27.21	ACTION	Ms. Smith to ensure systemic white-fly treatment in medians adjacent to Cascada, Montreux and Veneta entrances.	х		X Subsequent to 01.27.21 mtg	
17	1.27.21	ACTION	Mr. Cole to survey Lake 41-B for erosion along the shore.	Х			
18	1.27.21	ACTION	Sandpiper/US41 traffic signal costs to be included in Draft Fiscal Year 2022 budget.	Х			
19	1.27.21	ACTION	Mr. Willis to assist Ms. Smith with contacting a Contractor for pumphouse doorjamb repairs.	Х			
20	12.09.20	ACTION	Ms. Smith to request a quote for pavers to be flipped due to oil leaks on Runaway Lane adjacent to Fiddlers Creek Parkway			Х	01.27.21
22							
23							
24							
25							

## FIDDLER'S CREEK CDD #1

	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	10.28.20	ACTION	Mr. Parisi to provide Mrs. Adams with landscape plans, to be shared with the Board.	Х		x	1.27.21
2	12.09.20	ACTION	Mr. Cole to survey the corner of Championship Drive and Fiddler's Creek Parkway, advise where to install the "Pedestrian Crossing" sign.	Х		х	1.27.21
3	11.11.20	ACTION	Ms. Smith to obtain a quote for replacement of Pump Station 1 doorjamb.	х		Х	Subsequent to 1.27.21 meeting
4	11.11.20	ACTION	Ms. Smith to obtain a quote for replacement of street signs.	Х		х	Subsequent to 1.27.21 meeting
5							
6							
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### FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 **BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE** LOCATION Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114 POTENTIAL DISCUSSION/FOCUS DATE TIME October 28, 2020 **Public Hearing & Regular Meeting** 8:00 AM Join Zoom Meeting: https://us02web.zoom.us/j/81841398733; Meeting ID: 818 4139 8733 **Dial by Location:** 1-929-205-6099, **Meeting ID**: 818 4139 8733 November 11, 2020\* **Regular Meeting** 8:00 AM December 9, 2020\* **Regular Meeting** 8:00 AM January 27, 2021 **Regular Meeting** 8:00 AM February 24, 2021 **Regular Meeting** 8:00 AM March 24, 2021 **Regular Meeting** 8:00 AM April 28, 2021 **Regular Meeting** 8:00 AM May 26, 2021 **Regular Meeting** 8:00 AM June 23, 2021 **Regular Meeting** 8:00 AM July 28, 2021 **Regular Meeting** 8:00 AM **Public Hearing & Regular Meeting** August 25, 2021 8:00 AM **September 22, 2021** 8:00 AM **Regular Meeting**

November meeting date is two weeks earlier to accommodate Thanksgiving Holiday December meeting date is two weeks earlier to accommodate Christmas Holiday

<sup>\*</sup>Exceptions

120



# Wrathell, Hunt and Associates, LLC

TO: Fiddlers Creek CDD #1 Board of Supervisors

FROM: Tammie Smith - Operations Manager

DATE: February 24, 2021

SUBJECT: Monthly Status Report – Field Operations

<u>Landscape Review</u>: Landscape Tour has been scheduled for Tuesday, March 9<sup>th</sup>. The last property tour was held on Tuesday, February 9<sup>th</sup>. While on tour staff noted the following observations: Brazilian pepper tree overgrowth on Mulberry Row wall; Alibuki Hedge with mold/fungus requires treatment/replacement of one or two plant material; Fiddler's Creek Parkway/Sandpiper requires three Arbicola shrub replacement.

### **Landscape Updates:**

<u>Turf:</u> Fertilizer was completed week of Feb1<sup>st</sup>

<u>Shrubs</u>: Fertilizer, Pre-emergent, IPM, and fungicides were completed week of Feb 8<sup>th</sup> <u>Bougainvillea:</u> All plants have been treated for caterpillar, a 13-0-13 Fertilizer has been applied to promote growth, color boost, bloom surge

<u>Fiddler's Creek Parkway</u>: Grinding and removal of "palm roots" in median plant beds have been completed. Bougainvillea replacement is scheduled to begin week of Feb 15<sup>th</sup> in median beds across from Montreux, Cascada, and Isla Del Sol. This program will ensure better root development and longevity of new plant install. Cost \$1,670

<u>Lake Review:</u> Lake review was held on a Tuesday, February 9<sup>th</sup>. During review staff observed: Lake Bank Erosion at Lake 37 B/Capistrano Ct, that information has been provided to the District Engineer for review. Staff also observed, Green Algae/Crested Floating Heart at 3234 Cullowee Ln/Lake 50 B. Staff has provided this information to Solitude for treatment. Next lake review is scheduled for Monday, May 3<sup>rd</sup>.

Runaway Lane Oil Leak: While on property staff observed paver damages from oil leak on Runaway Lane adjacent to Fiddler's Creek Pkwy. That information has been provided to Landcare for estimate to "flip pavers", however this type of paver repair is not their skill set.

<u>Update:</u> During last month's meeting, a request was made for staff to obtain an estimate from Accurate Pavers contractor to "flip pavers". Staff has received quote for \$641.44.

<u>Creative Pumphouses</u>: As discussed at December's meeting, required roof repairs were. brought to staff's attention. Both pump houses show evidence of wood rot, leaks, missing/broken tiles, missing ridge tile caps, and unsealed cable wire access. Staff met three contractors in Dec/Jan for estimates. Staff has received three proposals for "Total Roof Replacement" at a cost of: \$22,500, \$22,600, \$25,080. Staff has recently requested contractors to resubmit proposals to include a second option of asphalt shingles. This information has been provided to the District's Engineer for review.

<u>Creative Door Jamb Repairs</u>: As discussed during November's meeting, Staff observed steel doors at Pump House #1 in need of repairs/replacement. Staff has received one proposal for \$3,100.00, does not include painting, staff has contacted Florida Painters for estimate to paint doors and frame.

Street Signage: During a property review in December, staff located six street-signs that required repairs of faded inserts/cracked paddles. Staff recognized faded "Do Not Enter" sign at Championship Drive Exit, this has been added to estimate for repairs. Total Cost \$ 2,430 Update: Lykins recently contacted staff about a "price-quote error", an increase from \$125 to \$300 per sign for sandblasting. Instead of \$250 for two signs; \$600 for two signs. Staff has negotiated with Lykins for a minimum increase of \$25/sign instead of \$175/per sign. Additional Cost \$300

**Note:** Sandblasting is required, when corrosion is on frame/pole, before painting as this prevents paint from peeling. Sandblasting of corrosion is required for Lykins Warranty of paint job.

<u>Street Lamps</u> As requested, staff contacted Bentley Electric for quote to replace irreparable bent arms of three lamp heads located on Fiddler's Creek Parkway and Club Center Blvd. Staff has received quote from Bentley Electric for \$1,050.00, for each lamp. Total Cost \$3,150