

FIDDLER'S CREEK

COMMUNITY DEVELOPMENT

DISTRICT #1

January 24, 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

January 17, 2024

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

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

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #1 will hold a Regular Meeting on January 24, 2024 at 8:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items (*3 minutes per speaker*)
3. Quality Control Lake Report – Premier Lakes, Inc. (*Alex Kurth*)
4. Health, Safety and Environment Reports
 - A. Irrigation and Pressure Cleaning Efforts
 - B. Security and Safety Update
5. Developer's Report
6. Discussion/Update: Litigation with CDD #2 Regarding Traffic Signal Cost Sharing
 - Consideration of Mediated Settlement Agreement
7. Consideration of Resolution 2024-02, Implementing Section 190.006(3), Florida Statutes, and Requesting that Collier County Supervisor of Elections Conducts the District's General Election; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
8. Engineer's Report: *Hole Montes, a Bowman Company*
 - Consideration of Filter Socks Purchase for Protection of Storm Drain Systems
9. Consideration of Construction Contract [Irrigation Pump House #2]
10. Continued Discussion: Mulberry Row Tree Root Damage Repairs

- 11. Acceptance of Unaudited Financial Statements as of December 31, 2023
 - Breakdown
- 12. Approval of Minutes
 - A. December 13, 2023 Regular Meeting
 - B. January 5, 2024 Continued Meeting and Attorney-Client Executive Session
- 13. Action/Agenda or Completed Items
- 14. Staff Reports
 - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
 - B. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: February 28, 2024 at 8:00 AM

○ QUORUM CHECK


| | | | | |
|--------|--------------------|------------------------------------|--------------------------------|-----------------------------|
| 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*

- 15. Supervisors' Requests
- 16. Public Comments
- 17. Adjournment

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

Sincerely,


 Chesley E. Adams, Jr.
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 709 724 7992

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

3

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

| Lake # | Treatment or Inspection Performed | Target | Treatment Date | Observations | Additional Tasks |
|--------|-----------------------------------|-------------------------------------|------------------------|--------------|------------------|
| 1 | Treated | Shoreline Grasses & Broadleaf Weeds | 1/4/2024 | | |
| 2 | Treated | Shoreline Grasses & Broadleaf Weeds | 1/4/2024 | | |
| 3 | Treated | Shoreline Grasses & Broadleaf Weeds | 1/4/2024 | | |
| 4 | Treated | Shoreline Grasses & Broadleaf Weeds | 1/4/2024 | | |
| 4A | Treated | Shoreline Grasses & Broadleaf Weeds | 1/4/2024 | | |
| 5 | Treated | Shoreline Grasses & Broadleaf Weeds | 1/4/2024 | | |
| 6 | Treated | Shoreline Grasses & Broadleaf Weeds | 1/4/2024 | | |
| 7 | Treated | Shoreline Grasses & Broadleaf Weeds | 1/4/2024 | | |
| 7A | Treated | Shoreline Grasses & Broadleaf Weeds | 1/4/2024 | | |
| 8 | Inspected | | | | |
| 9 | Inspected | | | | |
| 10 | Inspected | | | | |
| 15 | Treated | Shoreline Grasses & Broadleaf Weeds | 1/4/2024 | | |
| 16 | Treated | Shoreline Grasses & Broadleaf Weeds | 1/4/2024 | | |
| 17 | Treated | Shoreline Grasses & Broadleaf Weeds | 1/4/2024 | | |
| 18 | Treated | Shoreline Grasses & Broadleaf Weeds | 12/18/2023, 14/2024 | | |
| 21 | Inspected | | | | |

| Lake # | Treatment or Inspection Performed | Target | Treatment Date | Observations | Additional Tasks |
|-----------|-----------------------------------|---|--------------------------|--------------|----------------------|
| 22 | Inspected | | | | |
| 30 | Inspected | | | | |
| 34 | Treated | Shoreline Grasses & Broadleaf Weeds | 12/18/2023 | | |
| 34A | Inspected | | | | |
| 34B | Inspected | | | | |
| 35 | Inspected | | | | |
| 36 | Treated | Shoreline Grasses & Broadleaf Weeds | 1/4/2024 | | |
| 37A/B | Treated | Shoreline Grasses & Broadleaf Weeds | 1/11/2024 | | |
| 38A/B/C | Treated | Shoreline Grasses & Broadleaf Weeds | 1/11/2024 | | |
| 39A/B | Treated | Algae, Shoreline Grasses, & Broadleaf Weeds | 12/18/23 | | |
| 40A/B | Treated | Algae, Shoreline Grasses, & Broadleaf Weeds | 12/11/23, 12/18/23 | | Hand Pulled on 12/11 |
| 41A1/A | Treated | Shoreline Grasses & Broadleaf Weeds | 12/11/2023, 1/11/2024 | | Hand Pulled on 12/11 |
| 41B1/B2/C | Treated | Shoreline Grasses & Broadleaf Weeds | 12/11/2023, 1/11/2024 | | Hand Pulled on 12/11 |
| 42A/B | Treated | Algae, Shoreline Grasses, & Broadleaf Weeds | 12/11/23, 12/18/23 | | Hand Pulled on 12/11 |
| 43B | Treated | Algae, Shoreline Grasses, & Broadleaf Weeds | 12/11/23, 12/18/23 | | Hand Pulled on 12/11 |
| 44 | Inspected | | | | |
| 50A/B | Treated | Algae, Shoreline Grasses, & Broadleaf Weeds | 12/18/23, 01/04/2024 | | |
| 70A/B | Treated | Shoreline Grasses & Broadleaf Weeds | 12/18/23, 01/11/2024 | | |



| Lake # | Treatment or Inspection Performed | Target | Treatment Date | Observations | Additional Tasks |
|---------------|-----------------------------------|-------------------------------------|-----------------------|--------------|------------------|
| 78A/B | Treated | Shoreline Grasses & Broadleaf Weeds | 12/18/23, 01/11/2024 | | |
| 79A | Treated | Shoreline Grasses & Broadleaf Weeds | 12/18/23 | | |
| 95 | Treated | Shoreline Grasses & Broadleaf Weeds | 1/4/2024 | | |
| FC1 | Inspected | | | | |
| FC2 | Treated | Shoreline Grasses & Broadleaf Weeds | 12/18/2023 | | |
| FC3 | Inspected | | | | |
| FC4 | Inspected | | | | |
| FC5 | Inspected | | | | |
| 65A | Treated | Shoreline Grasses & Broadleaf Weeds | 1/11/2024 | | |
| 65B | Inspected | | | | |
| 65C | Inspected | | | | |
| 65D | Inspected | | | | |
| 65E1 | Inspected | | | | |
| 65F | Inspected | | | | |
| Marco Shores | Treated | Shoreline Grasses & Broadleaf Weeds | 12/4/2023, 01/04/2024 | | |
| Cardinal Cove | Treated | Shoreline Grasses & Broadleaf Weeds | 12/4/2023 | | |
| GC Hole 13 | Inspected | | | | |



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

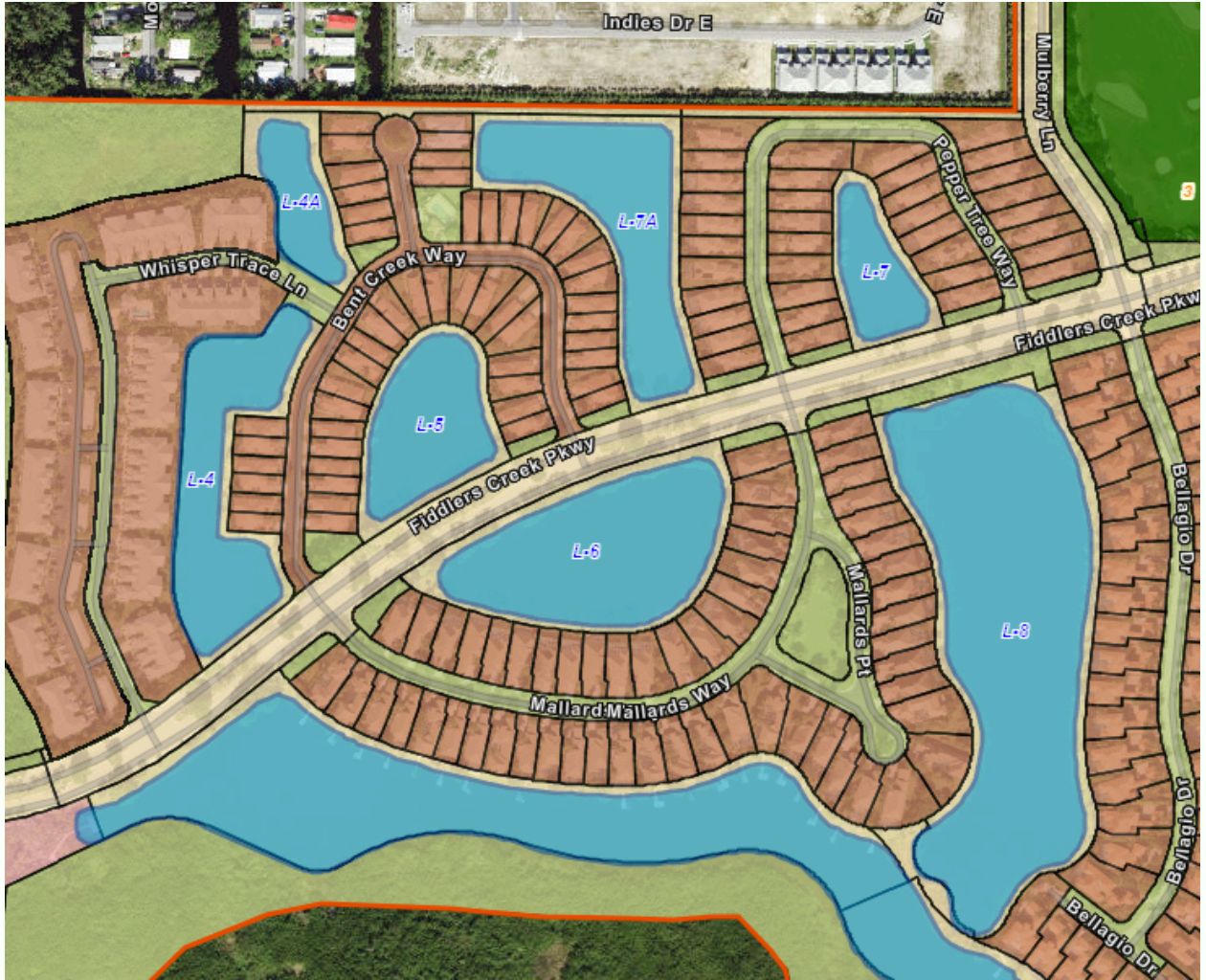
December & Early January has been focused on minimizing the growth of torpedo grass and alligator weed in many areas. We have achieved great control with minimal damage to beneficial littoral plants. Algae treatments have been very few, which is common for this time of year.

We are encouraged to see that we are getting more rain than usual in the winter months which will hopefully make up for the lack of rain we experienced in the 2023 rainy season. Ideally, this will keep the water levels a little higher in the spring and summer of 2024 so there isn't as significant of exposed banks.

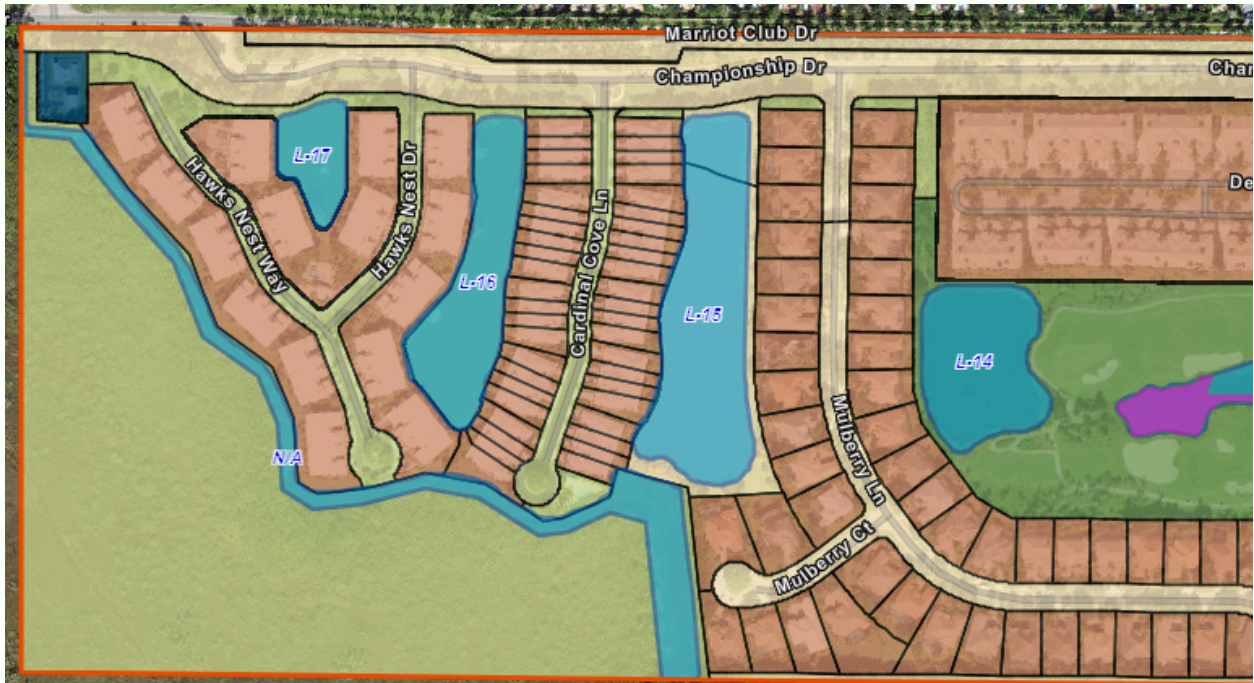
Over the coming months, we will continue to fine tune the lakes to be in the best possible shape coming out of winter. We have noticed some Illinois Pondweed beginning to grow in Lake 50A in isolated areas. It is not ready to be treated yet, but we will continue to monitor to ensure it is treated at the proper growth stage. Our current anticipation is for treatment between late March to Early May

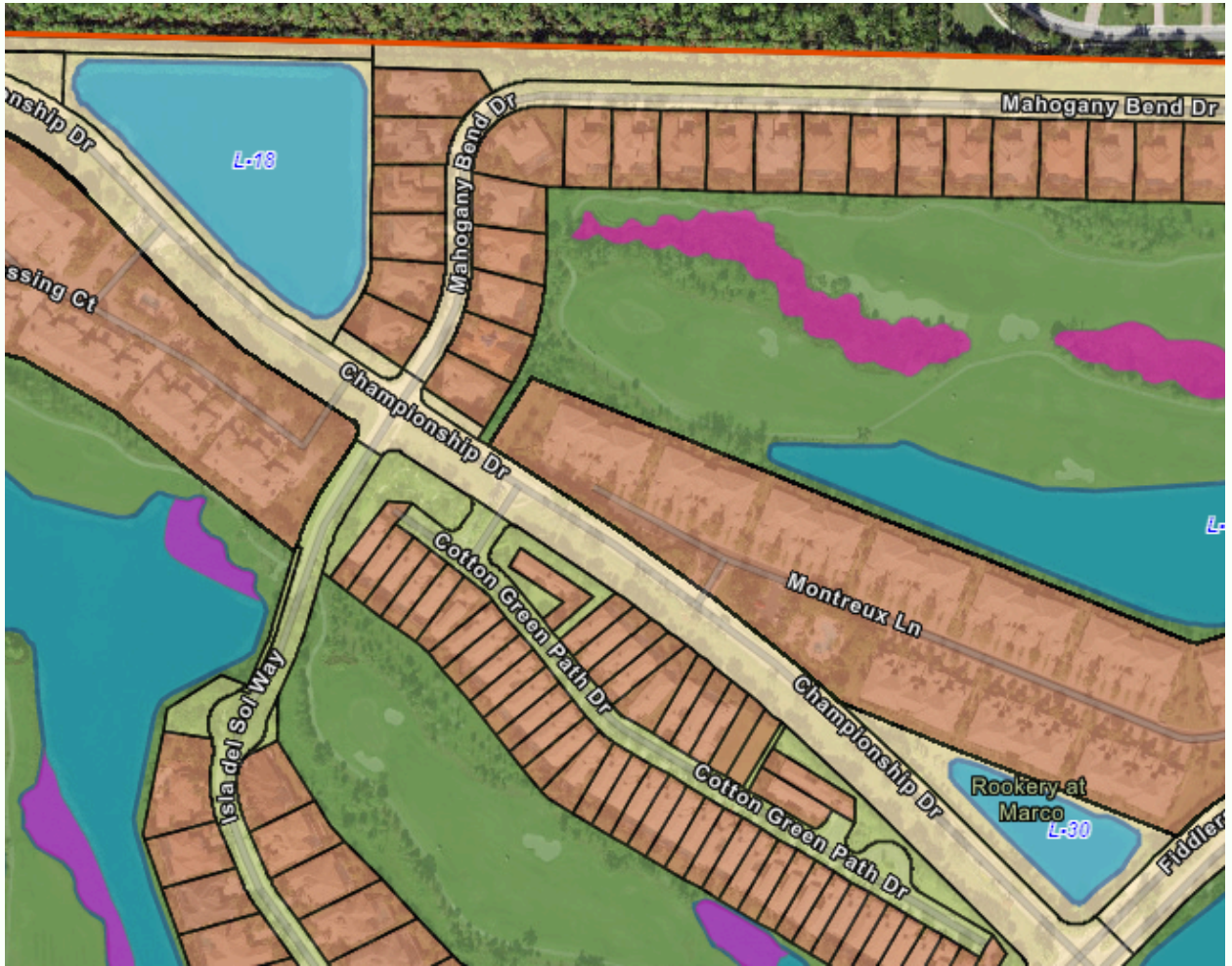
Fiddler's Creek CDD #1 Site Maps















FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

4A

CDD I

DECEMBER 2023

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

- Completed palm trimming on Veneta area, Sandpiper Dr. and Fiddler's Creek Parkway



IRRIGATION PROJECTED USAGE

- 19 Programmed Village Satellites
 - Monday, Wednesday & Saturday
 - 9:00 pm – 8:00 am
 - 13 Possible Run Cycles / 2 rain holds
- 11 Programmed Common Satellites
 - Tuesday, Thursday & Sunday
 - 13 Possible Run Cycles / 3 rain holds
- December Estimated Water Usage Calculation
 - Villages: 7,409,757 Gallons
 - Common: 3,138,250 Gallons
- Total Water Usage in December 2023 was 50,970,659 gallons.
Total Water Usage in December 2022 was 59,535,754 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 December:



I-5 Second Tunnel

12/11/23- The satellite failed to communicate. Cleaned all radio to modem cable connections & reset unit.

I-3 Bent Creek & I-4 Mulberry Row

On 12/16/23 The satellite failed to communicate due to a power failure. Came in on Sunday to power the radio back on then remotely download information.

PRESSURE WASHING

- Past 30 Days:
 - Sandpiper Drive
- Projected next 30 days:
 - Finish Sandpiper Drive and move on to Championship Drive



Current Month's Projected Plan

- Completed
- Current Month Progress
- Scheduled Routes
- Other Pressure Cleanings





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



Fiddler's Creek®

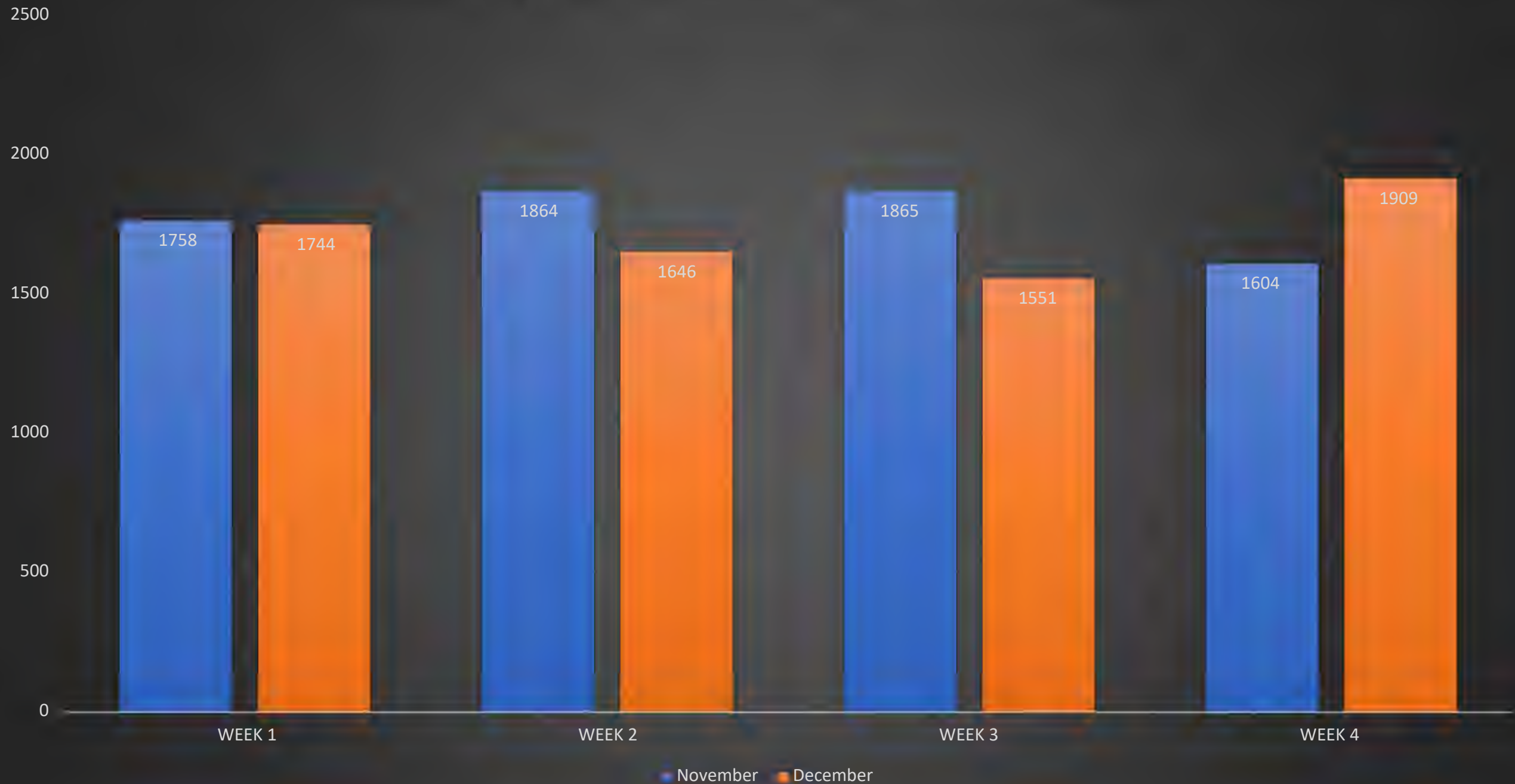
Gate Access Control

- 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: November 2023-December 2023

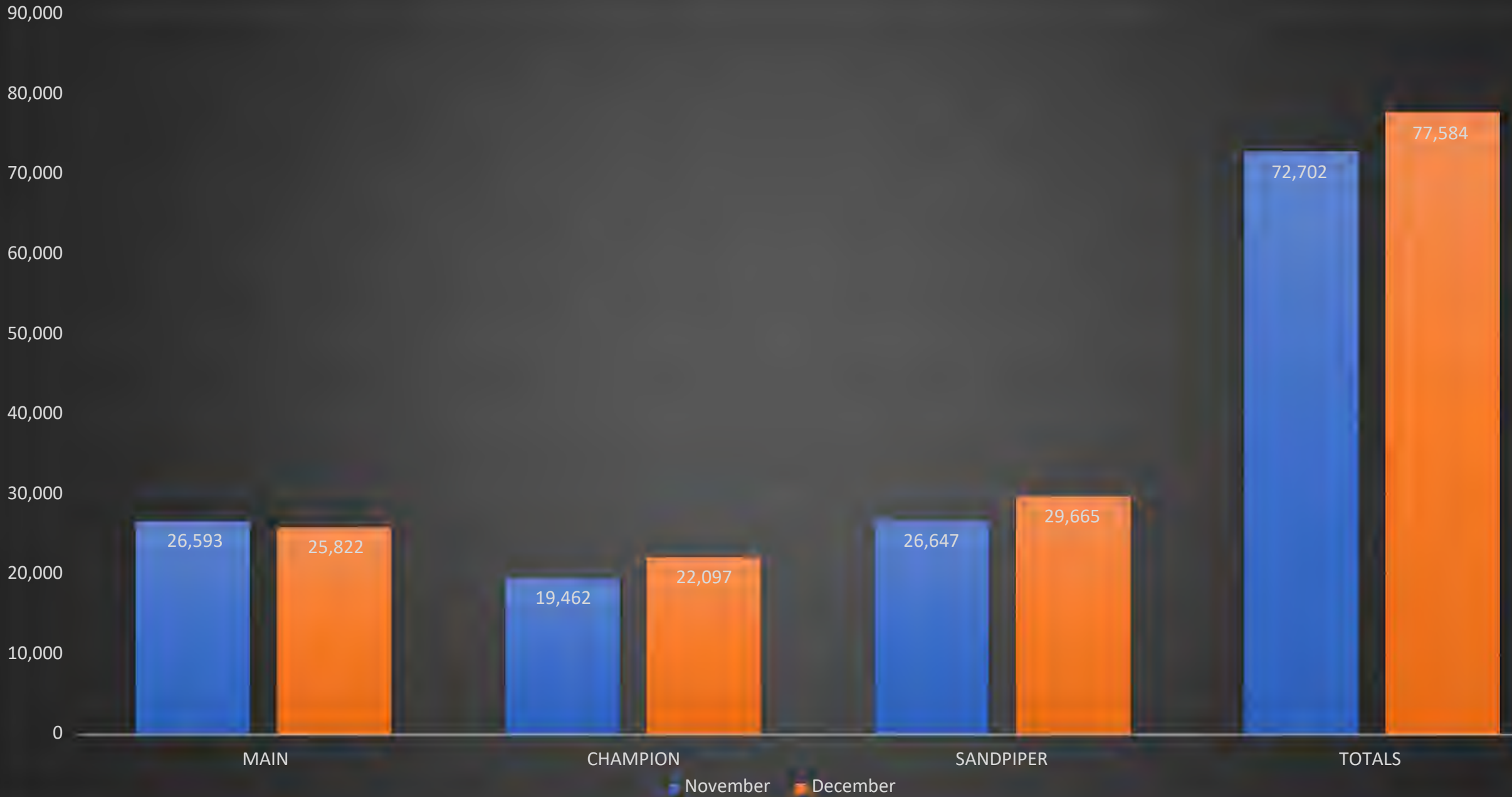


GATEHOUSES and PATROLS

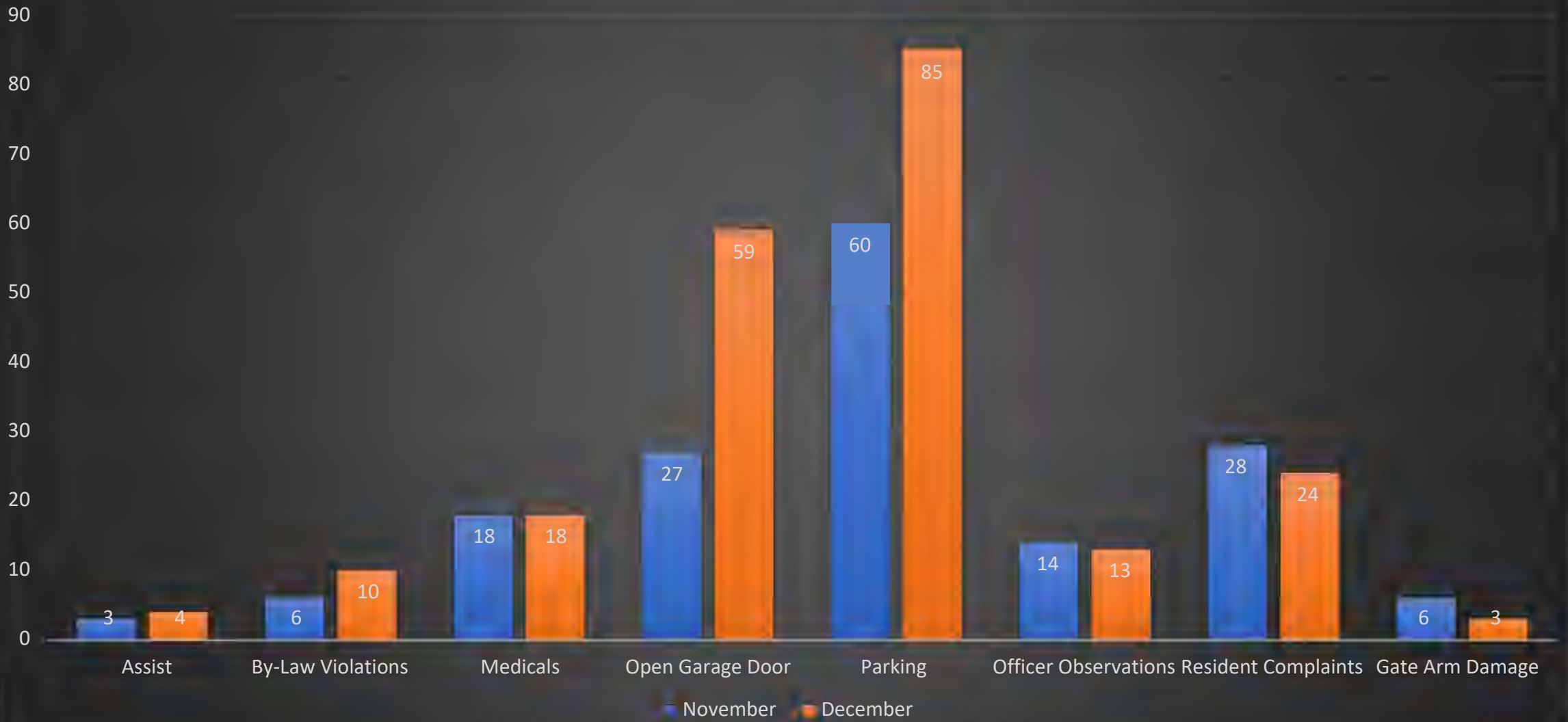
- Sandpiper, Championship, Main
- 24x7
- 2 Patrols per shift.
- 24x7



GATE HOUSE ACTIVITY: November 2023-December 2023



Incident Reports: November 2023-December 2023

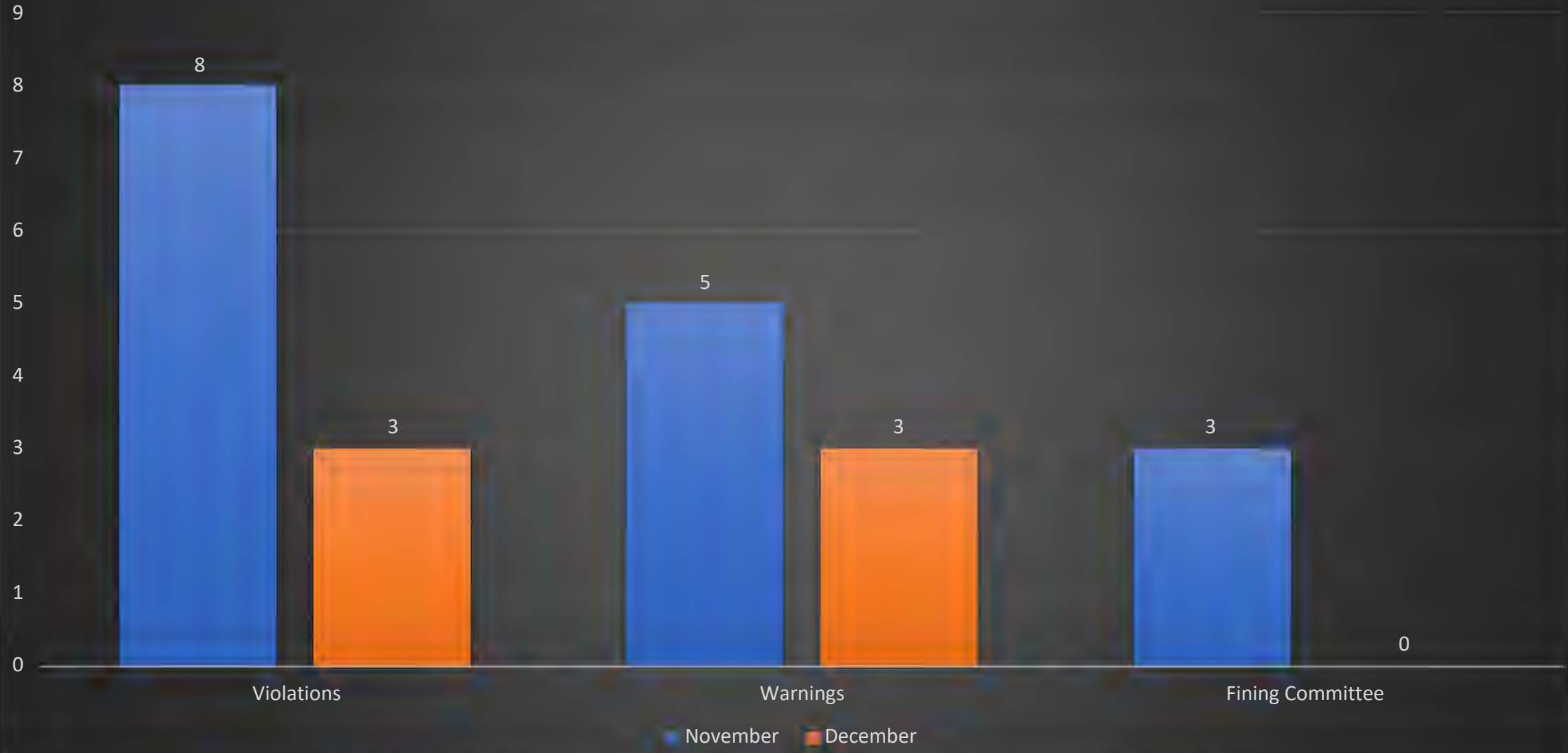


SPEED DETECTION and ENFORCEMENT

- Portable speed detection device
- Deployed throughout Fiddler's Creek at random
- Fixed device located on Cherry Oaks Trail
- Both devices being re-calibrated



Traffic Hawk Speeding Violations: November 2023-December 2023



QUESTIONS?

- Thank you



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

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MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement (the "Agreement") is made and entered into this 9th day of January, 2024, between Fiddler's Creek Community Development District 2 ("CDD2") and Fiddler's Creek Community Development District 1 ("CDD1") pursuant to a mediation conference which was held on January 9, 2024, with Steven V. Blount as mediator. CDD2 and CDD1 are collectively the "Parties". Elliott Miller appeared as a Board Member on behalf of CDD2. Joseph Schmitt appears as a Board Member on behalf of CDD1.

RECITALS

WHEREAS the Parties are Parties to an Interlocal Agreement concerning the cost sharing for the installation of traffic signals benefitting the Fiddler's Creek Community in Naples;

WHEREAS, CDD2 entered into a Traffic Signal Agreement and Access Agreement with, among others, IIEPFC, LLC ("Halvorsen") whereby Halvorsen agreed to contribute the sum of \$200,000 (the "Halvorsen Payment"), towards CDD2's costs and expenses associated with a warrant analysis, design, permitting and construction/installation of a Traffic Signal located at the intersection of Sandpiper Drive and Tamiami Trail East (the "Traffic Signal");

WHEREAS, the Interlocal Agreement provides that CDD2 is obligated to pay the costs for the design, permitting and construction/installation of the Traffic Signal, and that CDD1 is obligated to reimburse CDD2 for one-half of the cost of the design, permitting and construction/installation of the Traffic Signal;

WHEREAS, a dispute has arisen between CDD2 and CDD1 concerning whether the Halvorsen Payment shall reduce the payment obligation of CDD1 towards its one-half share of the cost of the design, permitting and construction/installation of the Traffic Signal under the Interlocal Agreement;

WHEREAS, CDD2 sued CDD1 for declaratory relief in the Circuit Court of Collier County, Case No. 23-CA-1612 (the "Lawsuit"); and

WHEREAS the Parties desire to avoid the inherent costs and uncertainties of the continued litigation of the claims and defenses asserted with the Lawsuit and without any of the Parties admitting any fault or liability on any of the underlying claims in the Lawsuit.

TERMS OF AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement as if they were set forth herein in full.
2. **Credit of Halvorsen Payment.** The Parties agree that, subject to the provisions of paragraph 3 below, \$25,000 from the Halvorsen Payment shall be credited towards the payment obligations of CDD1 for the Traffic Light under the Interlocal Agreement, so that CDD1's

obligation to reimburse CDD2 for one-half of the cost of the design, permitting and construction/installation of the Traffic Signal shall be reduced by \$25,000.

3. Approval. The Parties understand and acknowledge that, in order to be effective, their respective Board of Supervisors must consider and approve this Agreement at their subsequent Board meetings. Accordingly, the Parties agree to submit the Agreement for Board consideration, in good faith, either at the next Board meeting or the following month.

4. Dismissal. Upon approval by the respective Boards, the parties agree to submit a Stipulation for Entry of an Order of Dismissal of the Lawsuit without prejudice, with each party to bear its own fees and costs and the Court reserving jurisdiction to enforce this Agreement.

5. Attorneys' Fees and Costs. Each of the Parties agrees to bear their own costs and attorneys' fees incurred in or in connection with this dispute through the date of this Agreement. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees from the non-prevailing party, including fees and costs incurred in determining the amount of the award.

6. Facsimiles, Copies and Counterparts. The Parties agree that copies of this Agreement, including facsimiles, electronic transmissions or electronically signed copies, are as binding and enforceable as the original Agreement, and that this Agreement may be executed in counterparts which, when combined, will constitute the entire agreement among the parties.

7. Entire Agreement and Modification. The Parties agree that, upon approval by the respective Boards, Agreement constitutes the entire agreement between the Parties resolving the issues asserted in the Lawsuit, and that this Agreement may not be amended or modified in any way except in a written document signed by all of the Parties. However, the Interlocal Agreement remains in full force and effect and the parties agree to comply with its terms as amended by this Agreement.

8. Future Cooperation. The Parties shall cooperate and execute any additional documents necessary to carry out the intent of the Agreement.

Fiddler's Creek Community
Development District 2

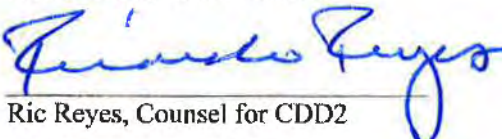
Fiddler's Creek Community Development
District 1

By: 

DocuSigned by:
Joseph K. Schmitt
0749EABF5D714FA

Elliot Miller, Board Member

Joseph Schmitt, Board Member


Ric Reyes, Counsel for CDD2

DocuSigned by:
SCOTT BEATTY
8047E8B809148E
Scott Beatty, Counsel for CDD1

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

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RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE COLLIER COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT’S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FOR THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Fiddler’s Creek Community Development District #1 (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Collier County, Florida; and

WHEREAS, the Board of Supervisors (“Board”) of Fiddler’s Creek Community Development District #1 seeks to implement section 190.006(3), Florida Statutes, and to instruct the Collier County Supervisor of Elections (“Supervisor”) to conduct the District’s General Election (“General Election”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1:

1. **GENERAL ELECTION SEATS.** Seat 3, currently held by Joseph Schmitt, Seat 4, currently held by Robert Slater, and Seat 5, currently held by Frank Weinberg, are scheduled for the General Election in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Collier County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 24TH DAY OF JANUARY, 2024.

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

CHAIR/VICE CHAIR, BOARD OF SUPERVISORS

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Exhibit A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE
FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Fiddler's Creek Community Development District #1 will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Collier County Supervisor of Elections located at 3750 Enterprise Avenue, Naples Florida 34104, (239) 252-VOTE (8683). All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Collier County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Fiddler's Creek Community Development District #1 has three (3) seats up for election, specifically seats 3, 4 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, in the manner prescribed by law for general elections.

For additional information please contact the Collier County Supervisor of Elections.

District Manager
Fiddler's Creek Community Development District #1

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

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Gianna Denofrio

From: Chuck Adams
Sent: Wednesday, January 17, 2024 11:07 AM
To: Terry Cole; Cleo Adams; Gianna Denofrio; Daphne Gillyard
Cc: Joseph Benet; Aaron Haak; Ryan Hennessey; Bob Ferguson
Subject: Re: One additional slide for the CDD meetings

Please add this email under Engineers Report for both FC 1 and 2

Thanks

Chesley 'Chuck' Adams Jr.
Director of Operations
Wrathell, Hunt and Associates, LLC

(239) 464-7114 (c)

From: Terry Cole <TerryCole@hmeng.com>
Sent: Wednesday, January 17, 2024 10:11:15 AM
To: Cleo Adams <crismond@whhassociates.com>; Chuck Adams <adamsc@whhassociates.com>
Cc: Joseph Benet <BenetJ@fiddlerscreek.com>; Aaron Haak <HaakA@gulfbay.com>; Ryan Hennessey <HennesseyR@fiddlerscreek.com>; Bob Ferguson <bferguson@bowman.com>
Subject: RE: One additional slide for the CDD meetings

Cleo and Chuck,

Please see the email below regarding obtaining some filter socks to be used for protection of the storm drainage systems. They are needed when we have the occasional water/irrigation main breaks. The cost is \$556.

Could you please add this as an item for the CDD to consider?

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, geomatics, construction management, environmental consulting, landscape architecture, and right-of-way acquisition. This change provides a strong foundation for us to merge our comprehensive skillsets while offering the same level of commitment to our clients and employees. To learn more, visit bowman.com.

From: Aaron Haak <HaakA@gulfbay.com>
Sent: Wednesday, January 17, 2024 9:26 AM
To: Ryan Hennessey <HennesseyR@fiddlerscreek.com>; Terry Cole <TerryCole@hmeng.com>
Cc: Joseph Benet <BenetJ@fiddlerscreek.com>
Subject: [EXTERNAL] RE: One additional slide for the CDD meetings

Ryan:

Why wouldn't the engineer (Terry Cole or his stand-in) just add this to their report their give every month ? It would be a CDD expense and purchase, not the Foundations.

Terry:

Copying you for your information and consideration on presentation to the CDDs.

Aaron A. Haak, Esq.
Deputy General Counsel
8156 Fiddler's Creek Parkway
Naples, FL 34114
Office (239) 529-6312 Cell (239) 367-3775

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From: Ryan Hennessey <HennesseyR@fiddlerscreek.com>

Sent: Tuesday, January 16, 2024 3:44 PM

To: Aaron Haak <HaakA@gulfbay.com>

Cc: Joe Parisi <parisij@gulfbay.com>; Joseph Benet <BenetJ@fiddlerscreek.com>

Subject: One additional slide for the CDD meetings

Aaron,

I know you already approved the community service slide for the CDD meeting next Wednesday. However, Bob Ferguson, who works with Terry Cole, mentioned that it would be a good idea if the CDD's purchased some filter socks since they are needed when we have the occasional water main break like we had back in August or the minor one we had in November. Also, Joe brought this issue up as well in a meeting with Jody Benet a few months ago. I was thinking of adding the slide below to the end of the CDD presentations. Let me know if it's OK or not. At the bottom is the cost for four filter socks and a container for them. We could keep them at the pumphouse on Aviamar until we need them.

Ryan



Tap image to zoom.

Product Image Feedback

Compare

ULTRATECH Filter Sock: Filters Oil, Other Hydrocarbons, 7 in W x 4 in H x 9 ft L

Item 32V030 Mfr. Model 9455

Your Price ⁱ
\$113.01 / each

Qty
1

Add to Cart

Setup Auto Reorder

Ship

Pickup

Expected to arrive **Wed. Jan 17.**

Ship to **34114** | [Change](#)

Shipping Weight **10.79 lbs**

[Ship Availability Terms](#)

[Add to List](#)

[Add to Quote](#)

Compliance & Restrictions

[View the Safety Data Sheet \(SDS\) for this i](#)

Documents

[UltraTech Ultra Filter Sock Flyer](#)

[UltraTech Ultra Filter Sock Spec Sheet](#)

Alternate Products ⁱ

[ULTRATECH Filter Sock: Filters Chemicals/Hydrocarbons 7 in W x 4 in H x 9 ft L](#)

Product Details

Catalog Page [1867](#)

Brand **ULTRATECH**

Color **Green**

Composition **Sorb 44 Filler with Polymer Outer Mesh**

Filler Material **Sorb 44**

Filtration Capacity **Oil Capacity: 5.33 gal**

Length **9 ft**

Oil Capacity/EA **5.33 gal**

Oil Capacity/Pack **5.33 gal**

Outer Mesh Material **Polymer**

Outside Skin Material **Polymer**

Product Description

Filter socks prevent contaminated water and debris from reaching storm drains. Socks are placed in front of or around the drain to filter contaminants from water before it reaches the grate. Water flows through the filter while trapping silt and other contaminants.

Product Type **Filter Sock**

Recycled Content (%) **No Recycled Content**

Size **7 in W x 4 in H x 9 ft L**

Sock/Boom Profile **Flat**

Standards **40 CFR 122.26, NPDES, TMDL Requirements**

Substances Filtered **Oil, Other Hydrocarbons**

UV Resistant **Yes**

UNSPSC **47131904**

Country of Origin **USA (subject to change)**

Four filter socks and a storage container - \$555.92

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

9

CONSTRUCTION CONTRACT
[Irrigation Pump House #2]

THIS CONSTRUCTION CONTRACT (hereinafter referred to as "Contract" or "Agreement") is made this _____ day of January, 2024 (the "Effective Date") by and between FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 and FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2, hereinafter collectively referred to as "District," and SOPHISTICO FLOORS CORP, a Florida Corporation D/B/A/ SOPHISTICO CONSTRUCTION, hereinafter called "Contractor."

WITNESSETH: For and in consideration of the mutual covenants herein set forth, the parties agree as follows:

WITNESSETH- That the Contractor and the District, for the consideration hereinafter named, agree as follows:

ARTICLE I. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all the work ("Work") described in the specifications entitled "IRRIGATION PUMP HOUSE #2 ROOF REPLACEMENT AT FIDDLERS CREEK" (**Exhibit "A"**, the "Specifications"), and shall fully complete everything required by this Agreement and the Contract Documents to the satisfaction of the District using professionally accepted means and methods. The Contract Documents consist of this Contract (and any amendments, addendums and Change Orders), the Specifications and the Bid Price. Contractor shall provide all materials, equipment and labor required and/or inferred to completely and competently perform the Work as identified in the Specifications and the Contract Documents. District designates the District's District Engineer, Hole Montes, a BOWMAN Company, ATTN: Terry Cole, P.E., as the District's Representative and person responsible to administer the Contract on behalf of the District e reserving the right to designate any other party and if another party is so designated, District will notify the Contractor in writing.

ARTICLE 2. CONTRACT TERM AND COMMENCEMENT – This Contract shall commence on the Effective Date. The Contractor will be required to commence work under this Contract on the date(s) specified in a Notice To Proceed or Task Order ("Task Order") issued by the District Manager or the District's Representative. Time is of the essence to this Agreement.

ARTICLE 3. THE CONTRACT PRICE – The District will periodically pay the Contractor in lawful money of the United States for the faithful, timely and satisfactory performance of the Contract and the Work, subject to additions and deductions provided herein or in written Change Orders, and as provided for in the Contract Documents, the total amount of: \$167,589.00; said amount being the amount as listed on the Contractor's Estimate No. 1060 11/27/2023 ("Bid Price"), attached hereto as **Exhibit "B"**.

ARTICLE 4 PAYMENTS.

4.1. All payments to Contractor and all payment procedures are subject to the provisions of the Florida Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (the "Prompt Payment Act", including Section 218.735, Florida Statutes).

Contractor shall submit to the District's Representative on or about the 30th day of each month, Contractor's request for payment in accordance with the Contract Documents. All requests for payment will be processed as provided In the Prompt Payment Act. The due date for payment by District for a proper invoice is governed by this Agreement and the Prompt Payment Act.

4.2. Provided that the Contractor is in full compliance with the terms and conditions of the Contract Documents, including this Agreement, along with all permits and development orders for the Work; has properly, timely and competently performed the Work in accordance with the Specifications, and all permits and development orders for the Work; and has delivered evidence satisfactory to the District and the District's Representative that all laborers, vendors, subcontractors, materialmen and other expenses and indebtedness have been paid; and further provided that the Contractor timely submits complete and detailed request for payment and reports and materials to District and the District's Representative, the District will make payments for work properly, timely and competently performed. Upon completion of all of the Work as outlined herein, the Contractor shall certify the same in writing to the District and shall submit a detailed request for payment to the District. Thereafter the District shall inspect the Work and review the request for payment. Payment will be made only after the District determines that: A. all of the Work as outlined and required herein has been performed to the satisfaction of the District and the District's Representative, in strict compliance with this Contract, the Contract Documents, the Specifications and all permits and development orders for the Work; and, B. the request for payment is in conformance with this Contract. The request for payment shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

4.2. The Contractor shall promptly correct any defaults as noticed by District and the District's Representative and correct all work condemned by the District or the District's Representative as failing to conform to the Contract and shall promptly re-execute its own work in accordance with the Contract and without expense to the District. If the Contractor does not cure such defaults or correct such work within the time as fixed by written notice from the District or the District's Representative, the District shall have the right but not the obligation to correct it at the expense of the Contractor and recover the costs and expenses therefor from the Contractor, and if the Contractor does not pay such costs and expenses of such correction within three (3) calendar days after receipt of a statement from the District, the District may, in addition to any other remedies it possesses to recover from the Contractor said monies so expended, deduct an amount equal to the costs and expenses associated with the correction by the District from any payment otherwise properly due the Contractor.

4.3 Contractor warrants that the Work performed and all goods delivered under this Agreement shall be free from any defects in workmanship and material, and shall conform strictly to the Specifications and Contract Documents and Contractor further warrants that all the Work shall be performed using Contractor's best efforts and shall be in conformance with the highest industry standards for workmanship.

ARTICLE 5. THE CONTRACT DOCUMENTS – This Contract/Agreement, the Specifications, including attachments, Bid Price and drawings, collectively the "Contract Documents", form the Contract and they are as fully a part of this Contract as if the same were hereto attached or herein repeated.

ARTICLE 6. TERMINATION - District may terminate this Contract upon 10 calendar days' written notice, at any time prior to the expiration of any term, initial and renewal, with or without cause. The written notice may be transmitted to the Contractor by email, facsimile transmittal, Certified Mail or hand delivery. The 10-day notice shall commence on the day of receipt of said written notice by Contractor.

ARTICLE 7. PUBLIC RECORDS -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. Upon any failure of Contractor to comply with the provisions set forth in this Article or Florida's public records Laws, the Contractor shall be deemed to have breached a material provision of the Contract, which shall constitute a default and breach of this Agreement, all for which the District may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA'S PUBLIC RECORDS LAWS, INCLUDING CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (877) 276-0889; PHONE: 561-571-0010, EXT. 400; FAX: 561-571-0013; DAPHNE GILLYARD, DIRECTOR OF ADMINISTRATIVE SERVICES, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; GILLYARD@WHHASSOCIATES.COM

ARTICLE 8. 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 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 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 the records 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 to perform the Work. 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 Contractor 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.

ARTICLE 9. The District's Representative shall be responsible to apply for, obtain and pay for all permits, approvals or development orders necessary to begin and perform the Work. The Contractor shall provide all the required documents (i.e. truss drawings, etc.) necessary for the application for, and issuance of, all such required permits, approvals or development orders.

ARTICLE 10. The District's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the District.

ARTICLE 11. Unless a contract between Contractor and any subcontractor provides otherwise, the provisions of Section 287.0585, F.S. shall apply as to late payments by Contractor to subcontractors. Any Subcontractor utilized by Contractor shall be the total responsibility of Contractor. Contractor shall have a single contact point for all subcontracted work. All terms and conditions of this Agreement imposing responsibilities and obligations on Contractor shall apply to any and all Subcontractors as if they were the Contractor and the Contractor shall make all Subcontractors aware of and knowledgeable as to the terms, conditions and requirements of this Agreement.

ARTICLE 12. Contractor shall pay all subcontractors, sub-subcontractors, materialmen and suppliers in accordance with the provisions of Section 255.001, F.S.

ARTICLE 13. Contractor warrants and certifies to the District that neither Contractor nor any affiliate of Contractor have been convicted of a public entity crime as such is defined in Section 287.133, F.S.

ARTICLE 14. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this agreement.

ARTICLE 15. All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or may be faxed, as follows:

As to Contractor:

SOPHISTICO FLOORS CORP, a Florida Corporation
D/B/A/ SOPHISTICO CONSTRUCTION
Street Address _____
City, State _____
ATTN: _____
Tel.: _____ Fax: _____
Email: _____

As to the District:

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
ATTN: Chesley Adams, Jr.
239-464-7114
adamsc@whhassociates.com

With copies to:

Hole Montes, a BOWMAN Company
ATTN: Terry Cole, P.E
950 Encore Way, Suite 200
Naples, Florida 34110
239-254-2000
tcole@bowman.com

WOODWARD, PIRES & LOMBARDO, P.A.
3200 North Tamiami Trail, Suite 200
Naples, Florida 34103
ATTN: Mr. Anthony P. Pires, Jr.;
239-649-6555
apires@wpl-legal.com

The above addresses and contact information may be revised upon either party sending written notification to the other party of changes in address or contact information.

ARTICLE 16. Venue and jurisdiction for any litigation arising out of this agreement shall be in the state court of appropriate jurisdiction in Collier County, Florida. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees, including appellate attorney's fees.

ARTICLE 17. MISCELLANEOUS

17.1 This Agreement, and all of the Contract Documents shall supersede any and all agreements, both oral and written, between the Parties with respect to the rendering of services by the Contractor for the District.

17.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision. Any ambiguity or uncertainties in the detailed Proposal and Specifications and in any other Contract Documents shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

17.3 It is distinctly understood and agreed that the approval, and/or acceptance of any part of the Work by the District as in compliance with the terms of this Contract and related Specifications covering said Work, shall not operate as a waiver by the District of the strict compliance with any other terms and conditions of this Agreement and related Specifications not properly or completely performed by the Contractor.

17.4 The rights and remedies of the parties to this Contract shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach. This Agreement

shall be governed and construed in accordance with the laws of the State of Florida.

17.5 No subsequent agreement concerning the service provided shall be effective unless made in writing and executed by authorized representatives of the parties to this Contract.

ARTICLE 18. COMPLIANCE WITH LAWS Contractor shall, at its own expense, obtain, possess and maintain in current and good standing all necessary permits, certificates, certifications and licenses required by any federal, state, county or local codes, laws, ordinances, rules and regulations. Contractor will comply with all applicable state, federal, county, District and local laws, rules, regulations, orders and judicial decisions, including, but not limited to matters regarding occupational health and safety.

ARTICLE 19. DEFECTIVE WORK Within three (3) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repair in a manner acceptable to the District and the District's Representative and in accordance with the requirements of the Contract, the District may cause the unacceptable or defective work to be corrected or authorize such repairs as may be necessary to be made. Any such expense incurred by District in making such corrections or repairs, at the sole and absolute discretion of the District may be paid for out of any monies due or which may become due the Contractor. In addition, any such failure or refusal to timely make such corrections shall be sufficient cause for the District to declare the Contract in default without further notice, upon which the District may terminate the Contract and contract with another contractor to perform the work. All costs and expenses incurred by reason of the Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due Contractor. Any special work performed, as described herein, shall not relieve the Contractor in any way from its responsibility for the work performed by Contractor.

ARTICLE 20. CONTRACT ASSIGNMENT No assignment by the Contractor of this Contract or any part thereof, or any monies due, or to become due thereunder shall be made without prior written approval of the District, which consent may be withheld in the sole and absolute discretion of the District. Any change in 50% or more of the ownership of the Contractor or any change in the control of the Contractor shall be deemed an assignment requiring the prior written approval of the District.

ARTICLE 21. INDEMNIFICATION; PAYMENT AND PERFORMANCE BOND; SAFETY

21.1 Indemnification/Hold Harmless. Contractor assumes liability for and shall indemnify, defend and save harmless District and District's Representative 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 Contractor's presence at the site of the Work 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 Contractor to indemnify and save harmless District and District's Representative 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.

Contractor understands and agrees that it is obligated and shall indemnify District, and District's Representative for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of Contractor and its subcontractor, agents, employees, officers, directors, successors and assigns. Contractor's obligation to indemnify and defend District, and District's Representative is absolute, including instances where District and District's Representative are found potentially liable, responsible or at fault and in those instances where District and District's Representative's own negligence or actions caused said damage or injury in part. Notwithstanding the above, Contractor shall not be required to indemnify and defend District or District's Representative for damages found by a Court to have been caused solely by District's or District's Representative's gross negligence or the willful, wanton or intentional misconduct of District or District's Representative or their employees, officers, directors, successors and assigns. Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from District to Contractor as specific consideration for this indemnification.

21.2. No Mechanics and Construction Liens/ Required Payment and Performance Bond. As a matter of law no mechanic's or construction liens may be filed against the District's property and Contractor waives the right to file mechanic's and construction liens, and will indemnify, defend and save harmless District and District's Representative against all claims or liens filed by Contractor, its subcontractors, laborers or material suppliers. Before commencing any work, if required by the District the Contractor shall obtain, execute, record and maintain in good standing (and provide a copy to District) a payment and performance bond with a surety insurer authorized to do business in this state as surety.

21.3 Safety. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Service Agreement. Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration (hereinafter "OSHA") and all applicable laws, statutes, rules, regulations and orders. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work under this Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.; and shall comply with all applicable laws, ordinances, rules and regulations.

ARTICLE 22. INSURANCE

22.1 Contractor shall provide and maintain during the life of this Agreement, "Worker's Compensation Insurance" for all of its employees performing the Work and in case Work under this Agreement is sublet, the Contractor shall require any subcontractor similarly to provide "Worker's Compensation Insurance" for all of its employees unless said subcontractor employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work performed under this Agreement are not protected under the "Worker's Compensation" Statute, the Contractor

shall provide and shall cause each subcontractor to provide adequate coverage for the protection of its employees not otherwise protected.

22.2 Contractor shall provide and maintain during the life of this Agreement, Insurance that will protect the Contractor and any Subcontractor performing the Work 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 Work performed, whether such operations be by the Contractor or by any Subcontractors or by anyone directly or indirectly employed by any of them. The Contractor shall also provide and maintain during the life of this Agreement insurance that will indemnify and hold harmless the District, and its agents, officers, Supervisors, and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of Work performed 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 Contractor, 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.

22.3 Contractor, at its sole cost and expense, shall obtain and maintain in full force during the term of this Contract 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 the Contractor, its employees, or by any Sub-Contractor(s), Subcontractor(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.

22.4 The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

22.4.1 WORKERS' COMPENSATION

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

22.4.1.1 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.

22.4.1.2 Notice of Cancellation and/or Restriction - the policy must be endorsed to provide the DISTRICT with not less than thirty (30) days prior written notice of cancellation and/or restriction.

22.4.2 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 must include the following:

22.4.2.1 Minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate 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.

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

22.4.2.3 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 District, its officers and employees shall be included as an Additional Insured.

22.4.3 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 must include the following:

22.4.3.1 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.

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

22.4.4 CYBER LIABILITY INSURANCE AND DATA BREACH INSURANCE

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

22.4.5 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 DISTRICT shall be named as an additional insured.

22.4.6 SUBCONTRACTORS

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

22.5 The Contractor agrees that the requested insurance coverages are not intended to and shall not, in any manner, limit or reduce the liabilities and obligations assumed by the Contractor, its agents, employees, subcontractors, etc. District will be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Contractor to meet requirements of this contract. Contractor agrees to waive all rights of subrogation against the District, its agents, departments, officers, employees and volunteers, for losses arising from work performed by Contractor under the terms of this Contract.

Policies will not be canceled, non-renewed or reduced in scope of coverage until at least 30 days prior written notice has been given to the District, and only if substitute equivalent coverage in compliance with this Contract is provided. The District, its agencies, departments, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by Contractor under the terms of this Contract on all policies required (except Workers' compensation).

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 re-insurers shall not be acceptable.

At the time of execution of this Contract, the Contractor will file with the District Manager certificates of such insurance and endorsements naming the District as an additional insured as required herein, that are acceptable to the District and District Manager.

ARTICLE 23. E-VERIFICATION

As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor 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. A contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of the Contract. District, Contractor, 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. District, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor 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. Contractor acknowledges that upon termination of this Contract by the DISTRICT for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that the Contractor is liable for any additional costs incurred by the District as a result of termination of any contract for a violation of this section. Subcontracts. Contractor 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. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 24. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of

Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the District will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The District shall provide notice, in writing, to Contractor of the District's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the District's determination of false certification was made in error then the District shall have the right to terminate the Contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

ARTICLE 25. SITE OF THE WORK.

Having carefully examined this Contract, the Contract Documents, as well as the site of the Work and the conditions affecting the Work outlined pursuant to this Contract, the undersigned Contractor agrees to furnish all services, equipment, labor and materials called for in this Contract and Contract Documents. The parties hereto signing this Contract hereby represent that each is a duly authorized representative with the express authority to enter into this Contract.

Signed, sealed, and delivered in the presence of:

**SOPHISTICO FLOORS CORP, a
Florida Corporation D/B/A/
SOPHISTICO CONSTRUCTION**

(Secretary)

BY:

(Title)

Date: _____

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

ATTEST:

BY: _____
Secretary/Asst. Secretary

Date: _____

BY: _____
Chair

Date: _____

**FIDDLER'S CREEK COMMUNITY
DEVELOPMENT DISTRICT #2**

ATTEST:

BY: _____
Secretary/Asst. Secretary

Date: _____

BY: _____
Chair

Date: _____

EXHIBIT "A"

TO THE CONSTRUCTION CONTRACT DATED THIS _____ day of _____, 2024 BETWEEN THE DISTRICT AND THE CONTRACTOR

SPECIFICATIONS:

The Contractor will perform the following constructions services under this Contract: Permit, supply, construct and install trusses, plywood, bracing, access hatches, roof system, masonry, stucco, paint and lighting in accordance with the attached plans and specifications titled IRRIGATION PUMP HOUSE #2 ROOF REPLACEMENT AT FIDDLERS CREEK prepared by BC Architects AIA, Inc.. Contractor will also supply dumpsters, portable restroom, on-site supervision, and schedule/oversee electrical contractor.

GENERAL NOTES

INDEX OF DRAWINGS

LOCATION PLAN SCALE: N T S

bc ARCHITECTS AIA, INC
 75 VALENCIA AVENUE SUITE 10
 CORAL GABLES, FL 33134
 Tel. 305.663.8182
 Web: www.bcarchitects.com

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 ALL RIGHTS RESERVED

ARCHITECT

OWNER: FIDDLER'S CREEK CDD#2
 DISTRICT MANAGER
 WATFIELD, HUNT & ASSOCIATES, LLC
 8228 BONITA BEACH ROAD
 SUITE 8014
 BONITA SPRING, FL 34135

**IRRIGATION PUMP
 HOUSE #2
 ROOF REPLACEMENT
 AT FIDDLER'S CREEK**

9152 Fiddler's Creek Pkwy, Naples, FL 34114

| NO | DATE | REVISIONS |
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SIGNEL:
 VANESSA A. JIMENEZ
 FLORIDA ARCHITECT

ISSUE RECORD:
 07 / 31 / 2023
 PERMIT SET

BCA Comm Num: 2301.00 Checked: CV
 Scale: Other

SHEET TITLE:
**PROJECT DATA
 INDEX OF DRAWINGS
 LOCATION PLAN**

SHEET No: **A0.00**

TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.



BUILDING LOCATION

ARCHITECTURAL

| NUMBER | NAME | SCALE |
|--------|---|--------------|
| A0 00 | PROJECT DATA AND PROJECT LOCATION | AS NOTED |
| A1 01 | DEMOLITION PLAN, FLOOR PLAN AND ROOF PLAN | 1/4" = 1'-0" |
| A1 02 | ELEVATIONS | 1/4" = 1'-0" |
| A1 03 | DETAILS | AS NOTED |

STRUCTURE

| NUMBER | NAME | SCALE |
|--------|-------------------------------|--------------|
| S-0 0 | GENERAL NOTES | N T S |
| S-0 1 | ROOF FRAMING PLAN | 1/4" = 1'-0" |
| S-0 5 | WIND PRESSURES ELEVATION | 1/4" = 1'-0" |
| S-0 6 | ROOF WIND LOAD PLAN | 1/4" = 1'-0" |
| S-0 7 | TYPICAL DETAILS AND SCHEDULES | N T S |

ELECTRICAL

| NUMBER | NAME | SCALE |
|--------|--|--------------|
| ME1 01 | ELECTRICAL PLAN | 1/4" = 1'-0" |
| ME1 02 | GENERAL NOTES, DETAILS, RISER DIAGRAMS, PANELS & SCHEDULES | N T S |

PROJECT DATA

| WORK CLASSIFICATION | ALTERATION |
|--------------------------|---|
| OCCUPANCY CLASSIFICATION | UTILITY AND MISCELLANEOUS GROUP U (FBC SECTION 312) |
| PROPOSED USE | BUSINESS |
| CONSTRUCTION TYPE | TYPE II B |
| EXISTING AREA | 965 Sq Ft (GROSS) |
| GOVERNING AGENCY | COLLIER COUNTY, FL |

SCOPE OF WORK

EXISTING CBS 1-STORY BUILDING TO REMAIN. ROOF TO BE REPLACED. THE SCOPE INCLUDES BUT IS NOT LIMITED TO

- NEW PRE-FABRICATED WOOD TRUSSES
- NEW ROOF PLYWOOD DECK
- NEW ROOF FINISH PER THE ROOF PLAN
- PROVIDE NEW ALUM. ROOF HATCHES
- REPLACED INTERIOR LIGHTING

PUMP EQUIPMENT, CONTROL, WELL AND PIPING BY OTHERS

NOTES

STRUCTURES UNDERGOING CONSTRUCTION, ALTERATION, OR DEMOLITION OPERATIONS, INCLUDING THOSE IN UNDERGROUND LOCATIONS, SHALL COMPLY WITH NFPA 241 AND FFPC CHAPTER 16 SAFEGUARDS DURING BUILDING CONSTRUCTION, ALTERATION, AND DEMOLITION OPERATIONS

GALVANIZING

METAL ACCESSORIES FOR USE IN EXTERIOR WALL CONSTRUCTION AND NOT DIRECTLY EXPOSED TO WEATHER SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A 153, CLASS B-2. METAL PLATE CONNECTORS, SCREWS, BOLTS AND NAILS EXPOSED DIRECTLY TO WEATHER SHALL BE STAINLESS STEEL OR HOT DIP GALVANIZED.

ALL WORK SHALL BE IN ACCORDANCE WITH THE 7TH EDITION OF THE FLORIDA BUILDING CODE 2020 (WITH LATEST SUPPLEMENTS) AND IN ACCORDANCE WITH ALL APPLICABLE CITY ORDINANCES AND REQUIREMENTS.

GENERAL CONTRACTOR SHALL FIELD-VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES FROM THE PLANS PRIOR TO COMMENCEMENT OF CONSTRUCTION. COMMENCEMENT OF WORK SHALL NOT CONSTITUTE FULL ACCEPTANCE OF SITE CONDITIONS. DO NOT SCALE DRAWINGS.

NO DEVIATION FROM THE DRAWINGS AND/OR SPECIFICATIONS IS PERMITTED WITHOUT OBTAINING APPROVAL FROM THE ARCHITECT OR ENGINEER IN THE FORM OF SUPPLEMENTAL SKETCH OR REVISED PERMIT DRAWINGS.

GENERAL CONTRACTOR SHALL REFER TO THE INTERIOR ELECTRICAL DRAWINGS AS REQUIRED FOR ANY ADDITIONAL INFORMATION NEEDED TO PROPERLY PROCEED WITH INSTRUCTION OF THE PROJECT.

GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR PERMITS AND FEES (INCLUDING BUILDING PERMIT), LICENSES, GOVERNMENTAL APPROVALS, ETC. REQUIRED TO COMPLETE THE PROJECT AND OBTAIN A CERTIFICATE OF OCCUPANCY. CONTRACTOR SHALL SUBMIT ANY AND ALL REVISIONS TO PERMIT IN A TIMELY MANNER SO AS NOT TO DELAY THE WORK.

GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION AND COORDINATION WITH OTHER TRADES AND THEIR WORK TO ENSURE COMPLIANCE WITH THE DRAWINGS.

QUALIFICATION OF CONTRACTOR: THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL BE LICENSED BY THE STATE OF FLORIDA AND BE FULLY TRAINED. ALL WORK SHALL BE PERFORMED BY QUALIFIED CONTRACTORS IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND INSTALLATION RECOMMENDATIONS.

PROTECTION: THE CONTRACTOR SHALL PROTECT ADJACENT PARTS OF EXISTING BUILDINGS FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION AND BE LIABLE FOR REPAIR IF APPLICABLE. CONTRACTOR SHALL SUBMIT PRE-CONSTRUCTION PHOTOGRAPHS DETAILING EXISTING CONDITIONS AND RESTORE TO THE SAME.

GENERAL CONTRACTOR SHALL REVIEW AND APPROVE ALL SHOP DRAWINGS PRIOR TO SUBMITTING FOR THE ARCHITECT'S REVIEW. THE CONTRACTOR IS TO SUBMIT SHOP DRAWINGS OF ALL SHOP FABRICATED ITEMS TO THE ARCHITECT FOR REVIEW. PRIOR TO FABRICATION, ARCHITECT SHALL HAVE AT LEAST TEN (10) WORKING DAYS TO REVIEW.

WORKMANSHIP: ALL MATERIALS AND EQUIPMENT SPECIFIED SHALL BE NEW AND ALL WORKMANSHIP SHALL BE FIRST CLASS FOLLOWING THE MANUFACTURER'S SPECIFICATIONS ALONG WITH THE BEST TRADE PRACTICES AND STANDARDS.

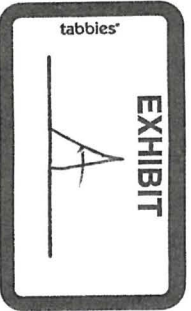
GENERAL CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT (LESS OTHERWISE NOTED) REQUIRED FOR THE COMPLETION OF THE JOB IN ACCORDANCE WITH THESE DRAWINGS.

PROJECT DESIGN TEAM

ARCHITECT OF RECORD
 BC ARCHITECTS AIA, INC
 75 Valencia Ave Suite 1000
 Miami, FL 33134
 305.663.8182

STRUCTURAL ENGINEER
 YOUSSEF HACHEM
 CONSULTING ENGINEERING
 99 NW 27 Avenue
 Miami, FL 33125
 305.959.9423

MEP ENGINEER
 TWR ENGINEERING
 12915 SW 132 Street
 Suite 1
 Miami, FL 33186
 305.670.0820



GENERAL NOTES

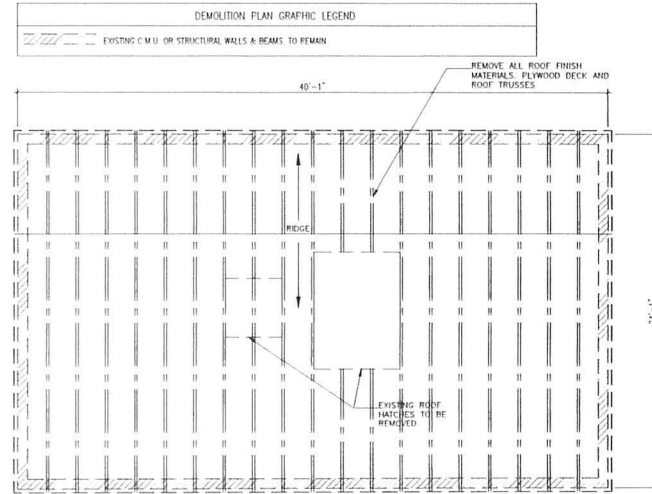
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT OR ENGINEER IF ANY DISCREPANCIES ARE ENCOUNTERED BEFORE PROCEEDING WITH THE WORK INVOLVED.
- ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT AND ENGINEER FOR DESIGN PERFORMANCE ONLY.
- BIIDER MUST REVIEW ALL PLANS WITH ENGINEER PRIOR TO BEGING WORK. ARCHITECT SHALL ASSUME NO RESPONSIBILITY WHEN BIIDER HAS NOT VIEWED THE NATURE OF THE WORK. IF DOUBT EXISTS IN THE MIND OF THE BIIDER AS THE TRUE MEANING OF ANY PART OF THE CONTRACT DOCUMENTS, HE MUST REQUEST THIS INFORMATION IN WRITING. ARCHITECT OR ENGINEER SHALL RESPOND TO ANY REQUESTER IN LETTER FORM.
- ALL SUBCONTRACTORS MUST HAVE PROPER EVIDENCE OF LIABILITY INSURANCE LOCAL LICENSE, UNLESS OTHERWISE SPECIFIED.
- ALL WORK SHALL BE GUARANTEED BY CONTRACTOR OR SUBCONTRACTOR FOR ONE YEAR AGAINST FAULTY MATERIALS AND/OR POOR WORKMANSHIP.
- ALL CONTRACTORS AND SUBCONTRACTORS SHALL HOLD HARMLESS THE OWNER, ARCHITECT, AND ENGINEERS FOR ANY PERSONAL INJURY OR DAMAGE TO THE JOB OR TO ADJACENT PROPERTIES.
- CONTRACTOR SHALL PAY ALL APPLICABLE TAX, SALES TAXES, AND PERMIT FEES.
- SUBSTITUTIONS MUST BE REVIEWED AND APPROVED BY ARCHITECT OR ENGINEER.
- CONTRACTOR AND SUBCONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING HIS OPERATION AND CORRECT ANY DAMAGE DUE TO HIS WORK. WASTE PROJECT IS UNDER CONSTRUCTION.
- CONTRACTOR AND SUBCONTRACTOR SHALL COMPLY WITH THE F.P.C. LOCAL AND LOCAL ORDINANCES.
- IF ANY CHANGES AND/OR DEVIATIONS ARE MADE TO THESE PLANS WITHOUT THE WRITTEN AUTHORIZATION OF THE ENGINEER, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR SUCH CHANGES AND/OR DEVIATIONS.
- IF DURING THE COURSE OF CONSTRUCTION ANY DEVIATIONS ARE MADE AT THE FIELD, AGAIN THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR SUCH DEVIATIONS.
- THE ARCHITECT DOES NOT HAVE ANY FIELD SUPERVISION NOR CONSTRUCTION ADMINISTRATION DUTIES ON THIS PROJECT.
- ALL DESIGNS AND DRAWINGS HEREIN AND PRINTS ISSUED BY THE ARCHITECT AND ENGINEERS ARE THE PROPERTY OF SUCH PROFESSIONALS AND SHALL NOT BE REPRODUCED IN ANY OTHER LOCATION EXCEPT THE ONE FOR WHICH THEY WERE EXPRESSLY DESIGNED. IF THESE DRAWINGS OR ANY PART THEREOF ARE REPRODUCED WITHOUT THE CONSENT OF THE ARCHITECT OR ENGINEER, THE PERSON SO DOING WILL BE HELD TO THE ARCHITECT OR ENGINEER FOR HIS FULL COMMISSION.

DEMOLITION GENERAL NOTES

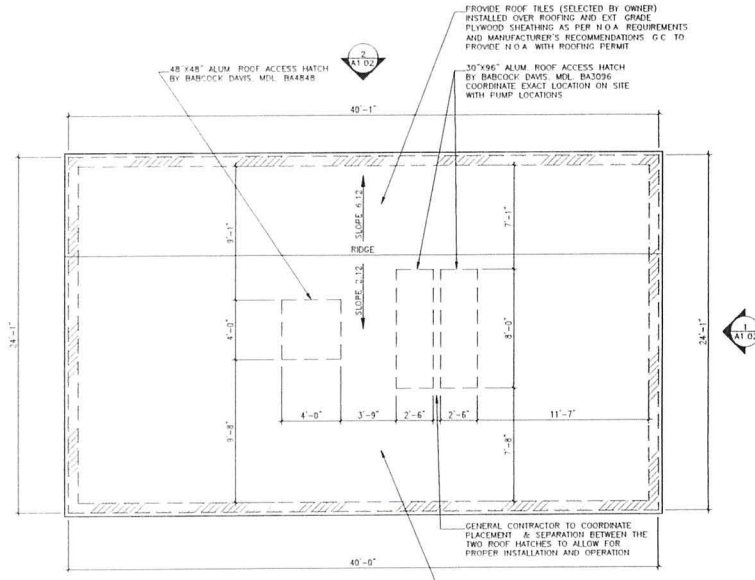
- OWNER SHALL NOT AUTHORIZE ANY IMPROVEMENT AND/OR DEMOLITION WORK UNTIL PERMIT IS SECURED FROM AGENCIES HAVING JURISDICTION.
- DEMOLITION CONTRACTOR SHALL COMPLY WITH THE 2020 F.P.C. AND ALL APPLICABLE LOCAL STATE & FEDERAL REGULATIONS.
- REMOVE EXISTING ELECTRICAL OUTLETS, LIGHTING, CONDANTS, ETC. THROUGHOUT UNDERFLOOR OF TRUSSES BEING REMOVED.
- COORDINATE ALL DEMOLITION AND/OR CONSTRUCTION PLANS FOR PHASING PURPOSES.
- PROPER DISPOSAL OF ALL WASTE MATERIALS SHALL BE BY THE GENERAL CONTRACTOR. FOR ALL INDIVIDUAL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR PROPER DISPOSAL OF WASTE MATERIALS DUE TO THEIR RESPECTIVE ACTIVITIES.
- ON SITE VERIFICATION OF ALL DIMENSIONS AND CONDITIONS SHALL BE RESPONSIBILITY OF THE CONTRACTOR. ALL NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT AT ONCE BEFORE PROCEEDING.

DEMOLITION SCOPE

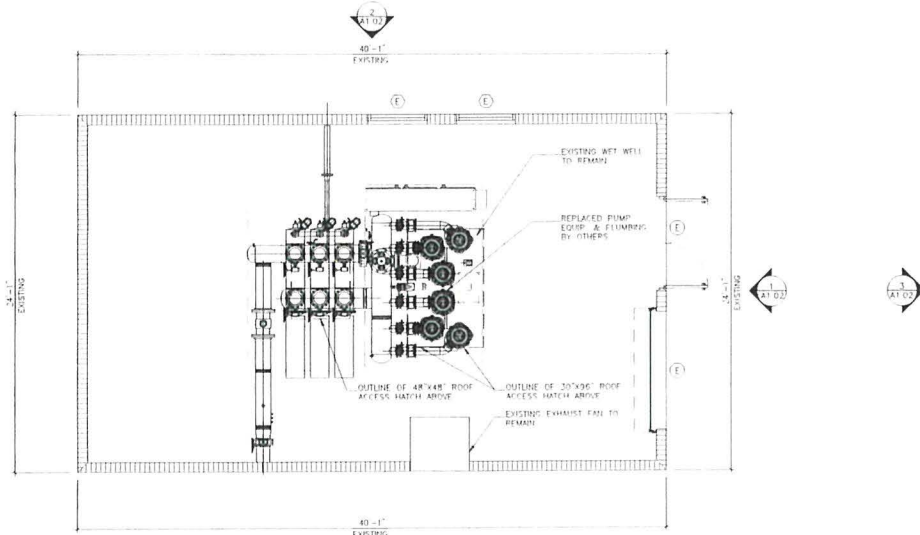
- C.M.U. WALLS, BOND BEAMS AND CONCRETE SLAB ARE EXISTING TO REMAIN.
- GENERAL CONTRACTOR TO REMOVE ALL EXISTING ROOF FINISHES, EXISTING FLYWOOD DECK, EXISTING ROOF TRUSSES AND EXISTING ROOF HATCHES TO ALLOW FOR REMOVAL OF EXISTING PUMPS AND PUMP EQUIPMENT. REMOVAL OF AND RE-INSTALLMENT OF PUMPS IS BY SPECIALTY CONTRACTOR.
- ALL EXISTING ACCESS DOORS AND ROLL UP DOORS ARE EXISTING TO REMAIN.
- ALL ELECTRICAL OUTLETS, LIGHTING, CONDANTS, ETC. INSTALLED ALONG THE EXISTING WALLS ARE TO REMAIN IN PLACE.



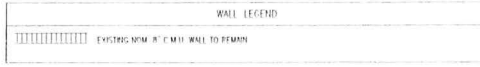
ROOF DEMOLITION PLAN
 AT 01 SCALE 1/4" = 1'-0"



ROOF PLAN
 AT 01 SCALE 1/4" = 1'-0"



FLOOR PLAN
 AT 01 SCALE 1/4" = 1'-0"



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BC ARCHITECTS, 2023
 ALL RIGHTS RESERVED
ARCHITECT

OWNER
FIDDLER'S CREEK CDD#2
 DISTRICT MANAGER
 WHATTELL HUNT & ASSOCIATES, LLC
 8228 BONITA BEACH ROAD
 SUITE #514
 BONITA SPRING, FL 34135

**IRRIGATION PUMP
 HOUSE #2
 ROOF REPLACEMENT
 AT FIDDLER'S CREEK**
 9152 Fiddlers Creek Pkwy., Naples, FL 34114

| NO | DATE | REVISIONS |
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SIGNED BY
 VANESSA A. AMENEZ
 FLORIDA ARCHITECT

ISSUE RECORDED
 07/31/2023
 PERMIT SET

BCA Comm Num: 230100 Checked: CV

Scale: 1/4" = 1'-0" Drawn:

SHEET TITLE
**PROPOSED PLAN
 PROPOSED ROOF PLAN**

SHEET No **A1.01**

TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.



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ARCHITECT

OWNER:
 FIDDLER'S CREEK CDD#2
 DISTRICT MANAGER:
 WRATHELL HUNT & ASSOCIATES, LLC
 9229 BONITA BEACH ROAD
 SUITE #114
 BONITA SPRINGS, FL 34135

IRRIGATION PUMP
 HOUSE #2
 ROOF REPLACEMENT
 AT FIDDLER'S CREEK

9152 Fiddlers Creek Pkwy, Naples, FL 34114

| NO | DATE | REVISIONS |
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SIGNED BY:
 VANESSA A. JIMENEZ
 FLORIDA ARCHITECT

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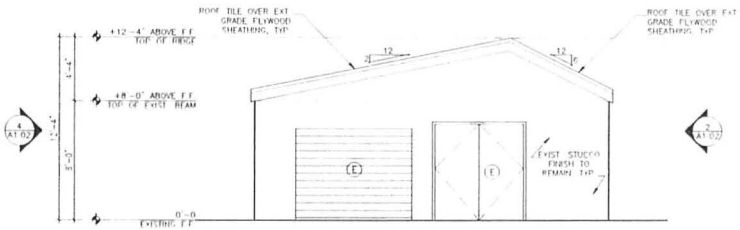
BCA Comm Num 230100 Checked GV

Scale 1/4" = 1'-0" Drawn

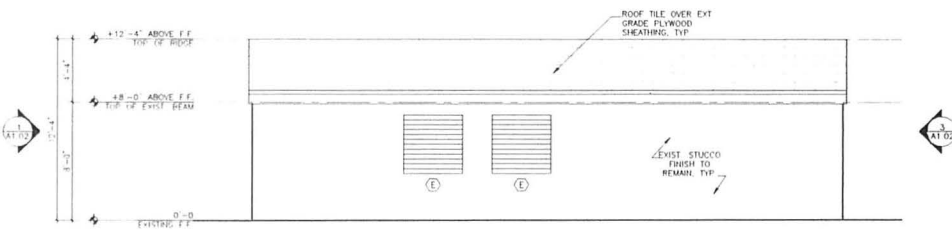
SHEET TITLE
PROPOSED ELEVATIONS

SHEET No **A1.02**

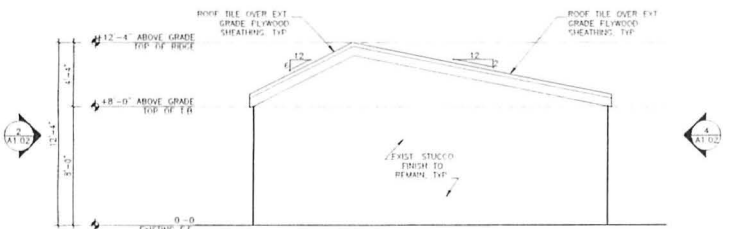
TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS



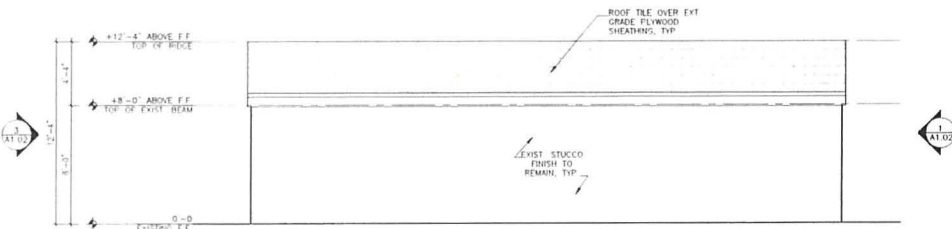
1 FRONT ELEVATION
 A1.02 SCALE 1/4" = 1'-0"



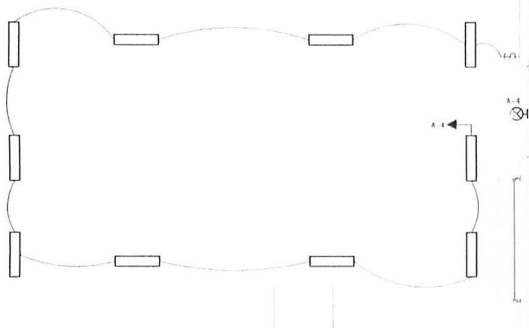
2 SIDE ELEVATION
 A1.02 SCALE 1/4" = 1'-0"



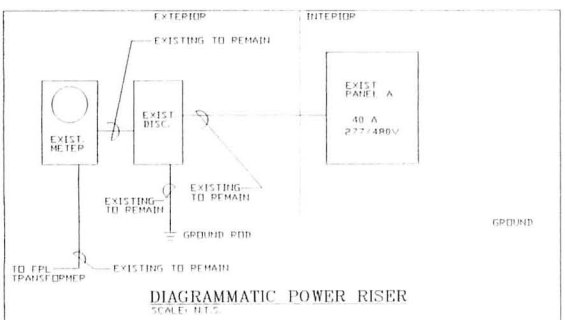
3 REAR ELEVATION
 A1.02 SCALE 1/4" = 1'-0"



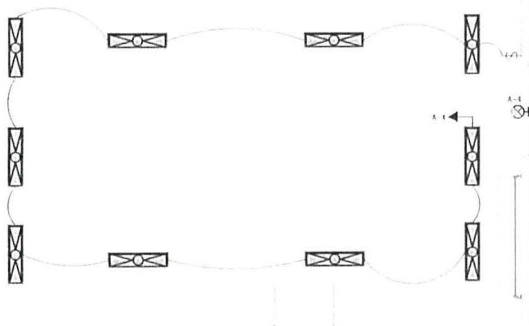
4 SIDE ELEVATION
 A1.02 SCALE 1/4" = 1'-0"



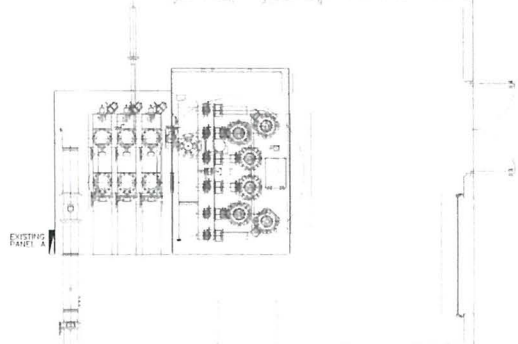
1 LIGHTING DEMOLITION FLOOR PLAN
SCALE: 1/4" = 1'-0"



DIAGRAMMATIC POWER RISER
SCALE: 1/4" = 1'-0"



1 NEW LIGHTING FLOOR PLAN
SCALE: 1/4" = 1'-0"



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

LIGHT FIXTURE SCHEDULE

| SYMBOL | TYPE | MANUFACTURER | SERIES | MODEL NUMBER | VOLTAGE |
|----------|--------------------|--------------|--------|----------------------------|---------|
| [Symbol] | EXIT SIGN | SURE-LITES | LFVW | LFVW-7-1-R-WH-SD | 277/120 |
| [Symbol] | LINEAR VAPOR TIGHT | ILP | W72 | W724-SL-U-40-RAPL-WLOS-EM7 | 277/120 |

PANEL A

| K.V.A. | POLE | DUST | WIRE | REMARKS | | WIRE | CON- | TRIP | K.V.A. | |
|--------|---|------|------|---------|----|------------------|------|------|--------|-----|
| | | | | NO | NO | | | | | |
| 0.6 | 1-25 | 1-2 | #10 | 1 | 2 | EXISTING | #14 | 1/2 | 1/15 | 1.3 |
| 1.2 | 1-15 | 1-2 | #14 | 3 | 4 | LIGHTS | #12 | 1/2 | 1/20 | 1.3 |
| 1.3 | 2 | 1-2 | #12 | 5 | 6 | GFCI RECEPTACLES | #12 | 1/2 | 1/20 | 1.3 |
| 2 | 1 | 1 | #12 | 7 | 8 | EXHAUST FAN | #12 | 1/2 | 1/20 | 1.3 |
| 2 | 1 | 1 | #12 | 9 | 10 | SWITCH | --- | --- | --- | --- |
| 4.1 | 4.3 K.V.A. = 31 I.P.A. = 7.4 I.P.A. 7.4 K.V.A. = 208 • 17.3 I.P. = 206 AMP | | | | | | | | | 31 |

FEEDER: 4M1 THREE THRU CU 3.186 THREE-THRU CU IN 1-1/4" C.

(1) GFCI BREAKER
 (2) EXISTING LOAD TO REMAIN
 (3) EXISTING LIGHTING CIRCUIT TO BE RE-USED

SCOPE OF WORK

1. THE ELECTRICAL WORK IS LIMITED TO THE LIGHTS
2. THE ROOF IS BEING REPLACED
3. THE EXISTING LIGHTS ARE TO BE REMOVED
4. INSTALL NEW LIGHTS IN THE SAME LOCATIONS AS THE EXISTING LIGHTS
5. RE-USE THE EXISTING LIGHT CIRCUIT FOR THE NEW LIGHTS

- GENERAL NOTES**
1. ALL CONDUIT RUN EXPOSED, CONCEALED IN MASONRY WALLS OR CONCRETE SLAB, BENEATH SLABS ON GRADE OR RUN UNDERGROUND SHALL BE IN PVC OR GFCI CABLE ELECTRICAL METALLIC TUBING AND FLEXIBLE NON-METALLIC TUBING, AS PERMITTED BY THE CODES, MAY BE CONCEALED IN INTERIOR HOLLOW WALLS AND ABOVE SUSPENDED CEILING. ALL FITTINGS SHALL BE COMPRESSION TYPE AND WATER TIGHT FOR OUTDOOR AND UNDERGROUND INSTALLATIONS. POLYVINYL CHLORIDE (PVC) SCHEDULE 80 LISTED RACEWAY MAY BE IN ALL RUNS UNDERGROUND AND BENEATH IN GROUND SLAB PROVIDED SIZE IS SUFFICIENT TO ACCOMMODATE GROUND WIRE AND ADAPTERS ARE INSTALLED AT PVC TO METAL TRANSITIONS, WHERE RACEWAYS RISE THROUGH GRADE AND/OR BOTTOM SLABS.
 2. ALL FEEDER'S CONDUCTORS TO BE COPPER WITH THIN INSULATION UNLESS OTHERWISE NOTED. ALL FEEDERS FOR LOADS 100A AND LARGER TO BE ALUMINUM.
 3. ALL WIRES SHALL BE #12 AWG COPPER AND UNLESS SPECIFICALLY INDICATED OTHERWISE ON THE DRAWINGS ALL INSULATION SHALL BE TYPE THW/THHW (STRANDED WIRE SHALL NOT BE USED).
 4. MANUFACTURERS' NAME AND CATALOG NUMBERS ARE USED TO DEFINE THE TYPE AND QUALITY OF EQUIPMENT AND MATERIAL. EQUAL ITEMS OF OTHER MANUFACTURERS ARE ACCEPTABLE PROVIDED THEY ARE APPROVED EQUAL OR BETTER IN THEIR QUALITY.
 5. ALL WORK SHALL BE DONE IN A NEAT AND WORKMANLIKE MANNER, AND IN FULL ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, ALL APPLICABLE STATE AND LOCAL CODES, AND THE LOCAL UTILITY COMPANY REQUIREMENTS.
 6. CONTRACTOR SHALL VERIFY NAMEPLATE RATINGS OF ALL EQUIPMENT FOR CORRECT SIZE OF OVERCURRENT DEVICES AND WIRING BEFORE FINISHING IN.
 7. CONTRACTOR SHALL VERIFY LOCATION OF ALL EQUIPMENT REQUIRING ELECTRICAL CONNECTION AND THE EXACT CONNECTION REQUIREMENT OF EQUIPMENT WILL DETERMINE THE ACTUAL CONDUIT ROUTES.
 8. CONDUIT ROUTINGS ARE SHOWN SCHEMATICALLY AND CONTRACTOR SHALL FOLLOW ROUTINGS AS CLOSELY AS POSSIBLE. HOWEVER, BUILDING CONDITIONS WILL DETERMINE THE ACTUAL CONDUIT ROUTES.
 9. ALL ELECTRICAL RACEWAY PENETRATIONS THROUGH ROOFING, FIREWALLS, PARTITIONS, FLOORS, OR CEILING SHALL BE ADEQUATELY SEALED WITH A FIRE RESISTANT SILICONE FOAM THAT MEETS OR EXCEEDS N.E.C. ARTICLE 300-21. MINIMUM HORIZONTAL SEPARATION BETWEEN BOXES ON OPPOSITE SIDES OF A FIRE RATED WALL SHALL BE 24 INCHES OR HAVE A 1/8" FIRE SEALANT SURROUNDING THE PENETRATIONS.
 10. WHERE WIRE SIZES ARE INDICATED ON THE PLANS FOR INDIVIDUAL CIRCUITS, THE INDICATED WIRE SIZE SHALL APPLY TO THE COMPLETE CIRCUIT UNLESS OTHERWISE INDICATED.
 11. THE SHORT-CIRCUIT AVAILABILITY AT PANEL BOARDS SHALL BE LIMITED TO THE INTERRUPTING CAPACITY OF THE LOWEST RATED DEVICES.
 12. TANDEN AND THE BREAKERS WILL NOT BE ACCEPTABLE.
 13. ALL MOTOR STARTERS FOR FANS, PUMPS, BOILERS, AIR CONDITIONERS, ETC., SHALL BE EQUIPPED WITH OVERLOAD PROTECTION IN EACH PHASE LEG. STARTERS FOR MOTORS RATED AT 75 HP OR LESS AT 480 OR 208 VOLTS, MAY BE ACROSS-THE-LINE TYPE. WHEN APPLICABLE, STARTERS FOR LARGER MOTORS SHALL BE AUTO-TRANSFORMER REDUCED VOLTAGE TYPE.
 14. ALL EQUIPMENT FURNISHED WITH CORD SHALL HAVE MINIMUM LENGTH CORD INSTALLED WITH CORRECT OUTLET FLEX JACKS, ETC., AS REQUIRED FOR COMPLETE INSTALLATION OF EQUIPMENT. ALSO, WHEN APPLICABLE, RECEPTACLE SHALL BE FURNISHED TO MATCH ELECTRICAL EQUIPMENT SERVED BY IT.
 15. ALL ELECTRICAL EQUIPMENT SHALL BE READILY ACCESSIBLE, LOCATED IN A CLEAN AND DRY LOCATION, AND BE PROTECTED FROM PHYSICAL DAMAGE. ALSO, A CLEAR WORKING SPACE SHALL BE PROVIDED AROUND EQUIPMENT TO COMPLY WITH N.E.C.
 16. JUNCTION AND PULL-BOXES SHALL BE GALVANIZED CODE-GAUGE SHEET STEEL, WITH SCREWED ON COVER, NEMA 1, OR TEES AND SHAVE TO ACCOMMODATE WIRING ACCORDING TO N.E.C. AND TO SUIT LOCATION.
 17. JUNCTION AND PULL-BOXES SHALL BE SECURELY MOUNTED TO THE BUILDING STRUCTURE WITH SUPPORTING FACILITIES INDEPENDENT OF THE CONDUITS ENTERING OR LEAVING THE BOXES. BRACKETS, RODS, HANGERS, BOLTS OR OTHER SUITABLE SUPPORTING METHOD MAY BE USED. CEILING MOUNTED JUNCTION BOXES SHALL BE RATED FOR CEILING PENETRATION.
 18. ALL JUNCTION AND PULL-BOXES SHALL BE ACCESSIBLE ALL THE TIME.
 19. ALL INSULATED CONDUCTORS SYSTEM SHALL BE COLOR CODED AS FOLLOWS:
120/208 V SYSTEM
PHASE "A" BLACK
PHASE "B" RED
PHASE "C" BLUE
NEUTRAL WHITE
GROUND GREEN
 20. ALL RESIDENTIAL UNIT'S 15 AND 20 AMP RECEPTACLES ARE TO BE TAMPER RESISTANT AS PER N.E.C. ARTICLE 406.11.
 21. ALL RESIDENTIAL UNIT'S 15 AND 20 AMP RECEPTACLES ARE TO BE AFCI FAULT TYPE AS PER N.E.C. ARTICLE 210.12.
 22. BACK TO BACK RECEPTACLE OUTLETS BETWEEN UNITS, TO BE SEPARATED BY A METAL STUD AND, A MINIMUM DISTANCE OF 24" FROM EACH OTHER.
 23. ALL ELECTRICAL BOXES IN THE DEMISING WALL SHALL BE INSTALLED WITH FIRE STOP PUTTY FOR SOUND CONTROL.
 24. ALL LIGHTING SHALL COMPLY WITH THE F.B.C. 2017.
 25. CORRIDOR OUTLETS SHALL BE AVAILABLE FOR TENANT USE FOR MAINTENANCE TO A/C EQUIPMENT THAT IS LOCATED IN CLOSETS IN THE COMMON CORRIDORS FOR A/C THAT SERVE THE TENANTS UNIT.

ELECTRICAL LEGEND

| SYMBOL | DESCRIPTION |
|----------|--|
| [Symbol] | LIGHT FIXTURES WITH BATTERY BACKUP |
| [Symbol] | OUTLET FOR CEILING OR WALL MOUNTED EXIT FIXTURE, DARK AREA INDICATES FACE OF FIXTURE |
| [Symbol] | SINGLE POLE TOGGLE SWITCH "S" = SWITCH LEG, MTD @ 48" A.F.F. |

NOTE
THE APPLICABLE CODES FOR THIS PROJECT ARE THE 2020 FLORIDA BUILDING CODE, ENERGY CONSERVATION, SIXTH ED AND THE 2017 NATIONAL ELECTRICAL CODE.

TW/R ENGINEERS
2015 SW 13th Ave Suite 101
Naples, FL 34104
Tel: 352.461.1111
Fax: 352.461.1112
www.twrengineers.com

Signature (Date)
Digitally signed by Gregory M. Leedy
DN: cn=GS, ou=TWREngineers, email=gleedy@twrengineers.com, c=US

Buildings F. LEED AP, CxA No. 56134
Electrical F. LEED AP No. 56134
Energy M. LEED AP No. 49003

Date: 2023.10.20 15:55:42-0400

BC ARCHITECTS AIA, INC
75 VALENCIA AVENUE SUITE 10
CORAL GABLES, FL 33134
Tel: 305.663.8192
Web: www.bcarchitects.com

BC ARCHITECTS 2023
ALL RIGHTS RESERVED
ARCHITECT

OWNER:
FIDDLER'S CREEK CDD#2
DISTRICT MANAGER:
WRATHSELL HUNT & ASSOCIATES LLC
8228 BONITA BEACH ROAD
SUITE #E14
BONITA SPRING, FL 34135

IRRIGATION PUMP HOUSE #2
ROOF REPLACEMENT
AT FIDDLER'S CREEK

9152 Fiddler's Creek Pkwy, Naples, FL 34114

| NO | DATE | REVISIONS |
|----|------|-----------|
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SIGNED BY
VANESSA A. JIMENEZ
FLORIDA ARCHITECT

ISSUE RECORD
07/31/2023
PERMIT SET

BCA Comm Num 230160 Checked GM

Scale Drawn GM

SHEET TITLE
ELECTRICAL FLOOR PLAN

SHEET No **E-1**

TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.

ESTIMATE

Sophistico Construction
1925 Trade Center Way
Naples, FL 34109

Jason@sophistico.com
+1 (239) 247-2154

SOPHISTICO

Construction

Cleo Adams

Bill to

Fiddler's Creek, CDD #2 - Wrathell, Hunt &
Associates, LLC
9220 Bonita Beach Road
#214
Bonita Springs, FL 34135

Estimate details

Job Name: Fiddler's Creek Pump House

Estimate no.: 1060

Estimate date: 11/27/2023

| # | Product or service | SKU | Qty | Rate | Amount |
|----|--|-----|--------------|--------------|---------------------|
| 1. | Roofing Supply & Install Trusses. Plywood, bracing, access hatches, roof system, masonry, stucco, and paint. Contractor will supply dumpsters, portable restroom, on-site supervision, and schedule/oversee electrical contractor. | | | \$167,589.00 | \$167,589.00 |
| | | | Total | | \$167,589.00 |



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

10

From: [Cleo Adams](#)
To: [Gianna Denofrio](#); [Daphne Gillyard](#)
Cc: [Terry Cole](#); [Anthony Pires](#); [ROBERT SLATER](#)
Subject: FW: Mulberry Row - Tree root damage repairs
Date: Wednesday, January 3, 2024 3:22:42 PM
Attachments: [Dec 16 2023 7666 Mulberry Lane 2.jpg](#)
[Dec 16 2023 7666 Mulberry Lane 1.jpg](#)
[Tree Root Damage cover letter Emailed to homeowners.pdf](#)

Hi Gianna,

Please include the attached/below in the agenda package for Board discussion.

SW Florida Strong –

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

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

From: Mike & Jana Cote <beljmcote@aol.com>
Sent: Thursday, December 21, 2023 10:14 AM
To: Cleo Adams <crismondc@whhassociates.com>
Cc: Joe Schmitt <jschmitt@comcast.net>; Terry Cole <terrycole@hmeng.com>; Jane Rudy <janerudy@gmail.com>; Dr Phillip Wheat <pwheat@ofsi.org>; John Todd <jtodd0623@gmail.com>; Bob Mills <rsmillsjr@aol.com>
Subject: Mulberry Row - Tree root damage repairs

Cleo,

Thank you to CDD1 and Hole Montes for the ongoing repairs to the sidewalks and gutters on Mulberry Lane. The work has been carried out with professionalism and the feedback from the community has been positive.

Joe Schmitt, who has been very helpful in guiding this effort, has instructed me to send photos (see two attached) of an area on Mulberry Lane that, I think, still requires attention.

The photos show the gutter adjacent to 7666 Mulberry Lane where repairs have been ongoing. The rain event on December 16th really brought to light this one remaining

problem. As you can see, the water is collecting in the gutter and causing a backup in front of the driveway and significant ponding and flow into the street. The water also remains in this section for days after the rain stops.

I attended the December 13th CDD1 meeting and was pleased to hear in the Engineer's Report that the repairs on Mulberry Lane were "ongoing". Hearing this, it seemed any remaining issues, such as this, would be properly addressed by HoleMontes and CDD1.

The Mulberry Board sent a letter (attached) to all Mulberry Row homeowners on December 12th regarding tree root damage and their responsibilities. The Mulberry Board will continue to aggressively promote awareness so this tree root issue can be dealt with fairly and effectively. There may be close to 100 trees that could become problematic in the coming years with nearly half of those requiring removal in the near term. This will be a significant cost to the homeowners.

After the rain, the homeowner at 7666 Mulberry Lane contacted me distraught about the water and the continuing gutter problem. I made them aware that they will likely be responsible for removing the tree causing the issue shown in the photos, and, obviously the sooner the better. Please note, they have been cooperative and have already removed one tree in this area earlier this year.

I am asking for CDD1 to get this phase to the finish line by committing to replacing the gutter sections causing this water hazard, either before or after the tree is removed. Moving ahead, I don't see any other significant issues remaining to get Mulberry Lane close to 100% as far as sidewalk and gutter conditions are concerned.

The Mulberry Row tree root damage issue is a difficult problem and, again, I appreciate the responsiveness and cooperation of CDD1 and Hole Montes. I think, working together, we are making significant strides.

Please let me know the next steps with this. I can certainly make a presentation to the CDD1 board, if that helps.

I copied the Mulberry board to keep them informed.

Thank you,

Mike Cote
MRVA
President

Emailed to homeowners:

Mulberry Row homeowners,

Tree root damage to the sidewalk and the street gutters in Mulberry Row has been a significant problem for some time.

The trees that bring beauty to our neighborhood also, over time, are causing issues that have to be dealt with.

The extensive repairs recently carried out by the Community Development District (CDD1) represent the last time CDD1 will repair the tree root damage at no cost to the adjacent Mulberry Row homeowner.

We've had discussions with CDD1 about the trees being mandated and proper/improper tree maintenance, but we're at a point where the homeowners need to understand their responsibility and plan to take action.

As a Mulberry Row homeowner, you should immediately take steps to determine if the trees on your property have caused, or have the potential to cause, damage to the sidewalk, gutter, or other infrastructure along Mulberry Lane & Mulberry Court. Future root damage repair costs will likely be your responsibility, with CDD1 determining the timing and extent of the repairs. After reviewing the Fiddler's Creek and Mulberry Row governing documents, the area you are responsible for also includes the area between the sidewalk and the street.

Tree removal will be at the homeowners discretion and expense. Trees deemed necessary to remove can be replaced or NOT replaced depending on the circumstances.

The Mulberry Landscaping committee can assist homeowners in deciding what to replant, if anything.

The Mulberry Board and our Property Management company, Sandcastle Community Management, can assist you with this process.

Details can be found on the Sandcastle app and Portal under Documents - Application Approval Process - Basic Application Forms & Samples - Tree Removal.

When you decide to have a tree removed, the basic steps for the homeowner are:

- Select a licensed & insured Tree Removal contractor. See the Resource Directory for references.
- Follow the application instructions and review the sample forms on the app/portal.
- Submit the completed application to Sandcastle and copy the Mulberry Board.

We fully understand this is a complicated situation, but we're trying to make it as simple and controllable for the homeowners.

Please contact any board member or Sandcastle with questions.

Thank you,

Mulberry Row Village Association, Inc.
Board of Directors
Mike Cote
President





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

**UNAUDITED
FINANCIAL
STATEMENTS**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2023**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2023**

| | 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 | \$ 1,832,937 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,832,937 |
| Assessment account-Horizons Bank | 304,162 | - | - | - | - | - | 304,162 |
| Centennial Bank - MMA | 78,364 | - | - | - | - | - | 78,364 |
| Finemark - MMA | 249,953 | - | - | - | - | - | 249,953 |
| Finemark - ICS | 2,266,570 | - | - | - | - | - | 2,266,570 |
| Investments | | | | | | | |
| Revenue | - | 504,237 | 99 | 336,163 | 193 | 27 | 840,719 |
| Reserve - series B | - | - | - | 100,450 | - | - | 100,450 |
| Prepayment | - | - | 1,034 | 11,527 | - | - | 12,561 |
| Prepayment - 2002B exchange | - | 68,286 | - | - | - | - | 68,286 |
| Undeposited funds | - | - | - | 33,191 | - | - | 33,191 |
| Due from general fund | - | 41,011 | - | 17,221 | - | - | 58,232 |
| Due from developer | 94,160 | - | - | - | - | - | 94,160 |
| Prepaid expense | 1,262 | - | - | - | - | - | 1,262 |
| Deposits | 5,125 | - | - | - | - | - | 5,125 |
| Total assets | <u>\$ 4,832,533</u> | <u>\$ 613,534</u> | <u>\$ 1,133</u> | <u>\$ 498,552</u> | <u>\$ 193</u> | <u>\$ 27</u> | <u>\$ 5,945,972</u> |
| LIABILITIES & FUND BALANCES | | | | | | | |
| Liabilities: | | | | | | | |
| Accounts payable | \$ 800 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 800 |
| Due to other funds | | | | | | | |
| Debt service 2014-1 | 41,011 | - | - | - | - | - | 41,011 |
| Debt service 2014-2B | 17,221 | - | - | - | - | - | 17,221 |
| Due to Fiddler's Creek CDD #2 | 186,307 | - | - | - | - | - | 186,307 |
| Total liabilities | <u>245,339</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>245,339</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 | - | 613,534 | 1,133 | 498,552 | 193 | 27 | 1,113,439 |
| Unassigned | 4,493,034 | - | - | - | - | - | 4,493,034 |
| Total fund balances | <u>4,493,034</u> | <u>613,534</u> | <u>1,133</u> | <u>498,552</u> | <u>193</u> | <u>27</u> | <u>5,606,473</u> |
| Total liabilities, deferred inflows of resources and fund balances | <u>\$ 4,832,533</u> | <u>\$ 613,534</u> | <u>\$ 1,133</u> | <u>\$ 498,552</u> | <u>\$ 193</u> | <u>\$ 27</u> | <u>\$ 5,945,972</u> |

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | Current Month | Year To Date | Budget | % of Budget |
|-------------------------------------|------------------|------------------|------------------|----------------|
| REVENUES | | | | |
| Assessment levy | \$ 258,295 | \$ 2,143,183 | \$ 2,447,916 | 88% |
| Assessment levy: off-roll | - | - | 376,642 | 0% |
| Interest | 9,851 | 29,334 | 50,000 | 59% |
| Total revenues | <u>268,146</u> | <u>2,172,517</u> | <u>2,874,558</u> | 76% |
| EXPENDITURES | | | | |
| Administrative | | | | |
| Supervisors | - | 861 | 12,918 | 7% |
| Management | 5,044 | 15,131 | 60,525 | 25% |
| Assessment roll preparation | 2,124 | 6,373 | 25,490 | 25% |
| Accounting services | 1,647 | 4,941 | 19,764 | 25% |
| Audit | - | - | 15,400 | 0% |
| Legal | 2,847 | 5,960 | 25,000 | 24% |
| Legal - special counsel | - | 649 | - | N/A |
| Engineering | - | 4,431 | 50,000 | 9% |
| Telephone | 72 | 217 | 867 | 25% |
| Postage | 10 | 174 | 2,300 | 8% |
| Insurance | - | 29,929 | 34,000 | 88% |
| Printing and binding | 55 | 165 | 659 | 25% |
| Legal advertising | - | 378 | 2,000 | 19% |
| Office supplies | - | - | 750 | 0% |
| Annual district filing fee | - | 175 | 175 | 100% |
| Trustee | - | - | 15,500 | 0% |
| Arbitrage rebate calculation | - | - | 4,000 | 0% |
| Contingencies | 51 | 233 | 4,000 | 6% |
| Website/ADA website compliance | - | 210 | 920 | 23% |
| Dissemination agent | 986 | 2,957 | 11,828 | 25% |
| Total administrative | <u>12,836</u> | <u>72,784</u> | <u>286,096</u> | 25% |
| Field management | | | | |
| Field management services | 2,186 | 6,559 | 26,237 | 25% |
| Total field management | <u>2,186</u> | <u>6,559</u> | <u>26,237</u> | 25% |
| Water management maintenance | | | | |
| Other contractual | 16,610 | 18,560 | 317,858 | 6% |
| Fountains | 4,546 | 22,639 | 90,000 | 25% |
| Total water management maintenance | <u>21,156</u> | <u>41,199</u> | <u>407,858</u> | 10% |
| Street lighting | | | | |
| Contractual services | - | 2,072 | 15,000 | 14% |
| Electricity | 3,095 | 8,594 | 36,000 | 24% |
| Holiday lighting program | - | 7,500 | 16,500 | 45% |
| Miscellaneous | - | - | 17,500 | 0% |
| Total street lighting | <u>3,095</u> | <u>18,166</u> | <u>85,000</u> | 21% |

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | Current Month | Year To Date | Budget | % of Budget |
|--|---------------------|---------------------|---------------------|----------------|
| Landscaping | | | | |
| Other contractual - landscape maintenance | 116,457 | 234,088 | 942,000 | 25% |
| Other contractual - flowers | 19,970 | 19,970 | 52,000 | 38% |
| Improvements and renovations | - | - | 195,000 | 0% |
| Contingencies | - | - | 15,000 | 0% |
| Total landscaping | <u>136,427</u> | <u>254,058</u> | <u>1,204,000</u> | 21% |
| Roadway | | | | |
| Roadway maintenance | - | 10,719 | 85,000 | 13% |
| Capital outlay | - | - | 40,000 | 0% |
| Total roadway | <u>-</u> | <u>10,719</u> | <u>125,000</u> | 9% |
| Irrigation supply | | | | |
| Electricity | 40 | 134 | 750 | 18% |
| Repairs and maintenance | 34,160 | 46,451 | 50,000 | 93% |
| Other contractual-irrigation manager | - | - | 52,500 | 0% |
| Capital outlay | - | 203,494 | - | N/A |
| Supply system | 6,863 | 44,343 | 579,150 | 8% |
| Total irrigation supply | <u>41,063</u> | <u>294,422</u> | <u>682,400</u> | 43% |
| Other fees & charges | | | | |
| Property appraiser | - | 12,240 | 38,249 | 32% |
| Tax collector | 5,126 | 42,824 | 50,998 | 84% |
| Total other fees & charges | <u>5,126</u> | <u>55,064</u> | <u>89,247</u> | 62% |
| Total expenditures | <u>221,889</u> | <u>752,971</u> | <u>2,905,838</u> | 26% |
| Excess/(deficiency) of revenues over/(under) expenditures | 46,257 | 1,419,546 | (31,280) | |
| Fund balances - beginning | 4,446,777 | 3,073,488 | 2,797,711 | |
| Assigned | | | | |
| Working capital | 706,133 | 706,133 | 706,133 | |
| Sandpiper traffic signal obligation | 352,000 | 352,000 | 352,000 | |
| Future Irr. mainline breaks | 100,000 | 100,000 | 100,000 | |
| Unassigned | 3,334,901 | 3,334,901 | 1,608,298 | |
| Fund balances - ending | <u>\$ 4,493,034</u> | <u>\$ 4,493,034</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 DECEMBER 31, 2023**

| | <u>Current Month</u> | <u>Year To Date</u> | <u>Budget</u> | <u>% of Budget</u> |
|--|--------------------------|-------------------------|-------------------|------------------------|
| REVENUES | | | | |
| Assessment levy: on-roll - net | \$ 41,842 | \$ 347,180 | \$ 391,680 | 89% |
| Assessment prepayments | 36,149 | 67,762 | - | N/A |
| Interest | 899 | 3,457 | - | N/A |
| Total revenues | <u>78,890</u> | <u>418,399</u> | <u>391,680</u> | 107% |
| 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 | 830 | 6,937 | 8,160 | 85% |
| Total other fees & charges | <u>830</u> | <u>6,937</u> | <u>14,280</u> | 49% |
| Total expenditures | <u>830</u> | <u>97,534</u> | <u>395,474</u> | 25% |
| Excess/(deficiency) of revenues over/(under) expenditures | 78,060 | 320,865 | (3,794) | |
| Fund balances - beginning | 535,474 | 292,669 | 264,183 | |
| Fund balances - ending | <u>\$ 613,534</u> | <u>\$ 613,534</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 DECEMBER 31, 2023**

| | Current Month | Year To Date | Budget | % of Budget |
|--|------------------|-----------------|------------------|----------------|
| REVENUES | | | | |
| Assessment levy: off-roll | \$ - | \$ - | \$ 444,722 | 0% |
| Interest | 5 | 112 | - | N/A |
| Total revenues | <u>5</u> | <u>112</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 | (88,919) | 81,659 | |
| Fund balances - beginning | 1,128 | 90,052 | 1,013 | |
| Fund balances - ending | <u>\$ 1,133</u> | <u>\$ 1,133</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 DECEMBER 31, 2023**

| | Current Month | Year To Date | Budget | % of Budget |
|--|-------------------|-------------------|-------------------|----------------|
| REVENUES | | | | |
| Assessment levy: on-roll - net | \$ 17,569 | \$ 145,779 | \$ 210,528 | 69% |
| Interest | 1,462 | 4,950 | - | N/A |
| Total revenues | <u>19,031</u> | <u>150,729</u> | <u>210,528</u> | 72% |
| 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 | 348 | 2,913 | 4,386 | 66% |
| Total other fees & charges | <u>348</u> | <u>2,913</u> | <u>7,676</u> | 38% |
| Total expenditures | <u>348</u> | <u>72,788</u> | <u>172,426</u> | 42% |
| Excess/(deficiency) of revenues over/(under) expenditures | 18,683 | 77,941 | 38,102 | |
| Fund balances - beginning | 479,869 | 420,611 | 411,357 | |
| Fund balances - ending | <u>\$ 498,552</u> | <u>\$ 498,552</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 DECEMBER 31, 2023**

| | <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 | 193 | - | N/A |
| Total revenues | <u>1</u> | <u>193</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 | (173,807) | 166,650 | |
| Fund balances - beginning | 192 | 174,000 | - | |
| Fund balances - ending | <u>\$ 193</u> | <u>\$ 193</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 DECEMBER 31, 2023**

| | <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 #1**

The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Regular Meeting on December 13, 2023 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present at the meeting were:

| | |
|--------------------------------|---------------------|
| Robert Slater | Chair |
| Joseph Schmitt (via telephone) | 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 |
| Scott Beatty | Special Counsel |
| Cole Prium | District Engineer |
| Joe Parisi | Developer General Manager |
| Ryan Hennessey | Fiddler’s Creek Director of Community Services |
| Alex Kurth (via telephone) | Premier Lakes, Inc. |
| Mike Barrow | GulfScapes Landscape Mgmt (GulfScapes) |
| Jack Combs | Resident |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 8:01 a.m.

Supervisors Badessa, Christensen, Weinberg and Slater were present. Supervisor Schmitt was not present at roll call.

SECOND ORDER OF BUSINESS

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

40 Resident Jack Combs recalled that, about three years ago, the CDD replaced
41 approximately 50' of ficus hedge with Clusia. He asked for GulfScapes to evaluate the
42 philodendron plantings to determine if anything can be done. He asked if replacing them is a
43 CDD responsibility or the responsibility of the villages. Mr. Barrow will assist in this regard.

44 Mr. Combs asked for the shoreline on the west side of Cardinal Cove to be evaluated to
45 determine if replenishments in certain areas or plantings of grasses might prevent further
46 erosion caused by runoff from roofs. Mr. Prium stated it will be inspected.

47

48 **THIRD ORDER OF BUSINESS**

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

49

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

- 52 ➤ Significant improvements were noted throughout CDD #1.
- 53 ➤ Less volume of shoreline and broadleaf weeds has enabled technicians to have a greater
54 focus on achieving a higher percentage of control with each treatment.
- 55 ➤ Crews with backpacks were able to treat littorals in a very targeted way for maximum
56 control and excellent results. Pre-emergent will be sprayed in an attempt to limit weed growth.
- 57 ➤ Monitoring the lakes recently treated for algae will continue; areas treated have
58 responded well. Some water lettuce, which is a floating weed, is treated as needed throughout
59 the canal system with very good results.
- 60 ➤ At the Board's request, technicians met last week with the Marriott staff regarding the
61 Lake 11 Cristata Lilly.

62 Mr. Kurth stated that treatment of the lilies occurred that day; the CDD is only partially
63 responsible for Lake 11 and a plan was developed to ensure that it is maintained with
64 Marriott's contractor, moving forward. Treatment was applied last Thursday; the lilies should
65 begin to deteriorate and be 90% controlled within two to three weeks; it will be monitored
66 thereafter. Deterioration should begin within seven to ten days. He noted that the lilies will not
67 turn brown as much as they will break apart and sink down; the lilies will be retreated if
68 necessary.

69 **Mr. Schmitt joined the meeting via telephone at 8:08 a.m.**

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On MOTION by Mr. Slater and seconded by Mr. Weinberg, with all in favor, authorizing Mr. Schmitt’s attendance and full participation, via telephone, due to exceptional circumstances, was approved.

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FOURTH ORDER OF BUSINESS

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

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This item was addressed following the Fifth Order of Business.

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FIFTH ORDER OF BUSINESS

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Consideration of Resolution 2024-01, Concerning the Conveyance of Certain Land Described Herein, Deemed Unnecessary to Be Owned in Fee Simple for District Public Purposes; Determining that Disposal of Fee Simple Title in Said Land in Exchange for a Platted Dedicated Drainage Easement (With Responsibility for Maintenance) and Maintenance Easement (Without Responsibility for Maintenance) is in the Best Interest of the Public and the District; Authorizing the Conveyance of the Land Described Herein and the Acceptance of the Replacement Platted Dedicated Drainage Easement (With Responsibility for Maintenance) and Maintenance Easement (Without Responsibility for Maintenance); Authorizing Certain Officers of the District to Take all Actions Required and to Execute and Deliver all Documents, Instruments and Certificates Necessary in Connection with the Conveyance of the Land Described Herein and the Acceptance of the Replacement Platted Dedicated Drainage Easement (With Responsibility for Maintenance) and Maintenance Easement (Without Responsibility for Maintenance); all Subject to an Opinion of Bond Counsel for the District that such Transaction is Not Prohibited by the

District’s Special Assessment Revenue Bonds, Series 2014-1 (and Associated Documents); Authorizing the Vice Chairman and Assistant Secretaries to Act in the Stead of the Chairman or the Secretary, as the Case May Be; Authorizing Certain Officers of the District to Take all Actions and Enter into all Agreements Required in Connection With the Conveyance of the Land Described Herein; and Providing an Effective Date

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124 Mr. Pires presented and discussed a redlined version of Resolution 2024-01. He
125 described his suggested corrections of typographical errors and clarifications to language.

126 The following changes were made to Resolution 2024-01:

127 Page 1 of 5, second “WHEREAS” paragraph: Change “finance” to “financed”

128 Page 2 of 5, third “WHEREAS” paragraphs: Corrected redundancies in references to
129 easements.

130 Page 3 of 5, Section 3e: Clarified language regarding the drainage easement, which
131 comes with responsibility for maintenance, and the maintenance easement, which will be
132 without responsibility for maintenance as to the easements that will be platted and dedicated
133 to the CDD on the new Hidden Cove plat.

134 Page 3 of 5, Section 3e: Added reference to an Agreement dated December 13, 2023
135 that will address how this transaction occurs.

136 Page 3 of 5, Section 3f: Clarified language regarding the maintenance responsibility for
137 the drainage easement.

138 Page 4 of 5, Section 6: Clarified language regarding the maintenance responsibility for
139 the drainage easement.

140 Page 5 of 5, Section 8: Changed “XX” to “01”

141 **A. Affidavit of W. Terry Cole**

142 Mr. Pires presented the draft Affidavit of Mr. W. Terry Cole. The following edits were
143 suggested:

144 Paragraph 6, 7 and throughout: Change the original bond series from "2000B" to
145 "2002B"

146 Paragraph 10: Add the following language requested by Bond Tax Counsel:

147 "that no portions of the bond proceeds of the 2002B bonds or the 2014-1 bonds, which
148 were the exchange bonds for 2002B, were allocated to the acquisition of title to the 20 foot
149 strip defined in paragraph 11, below. A small de minimis portion of the bond proceeds were
150 utilized to retain a small amount of excavated material, fill, within the 20-foot strip in order to
151 form the necessary slope required by the Collier County and South Florida Water Management
152 District permit and Development Order requirements."

153 Mr. Pires stated it is a relatively small amount and the CDD did not pay for the Title. A
154 Deed was received. The CDD did not pay any separate consideration.

155 Paragraph 12: Add the following language requested by Bond Tax Counsel:

156 "McGuire Woods LLP may rely on this Affidavit in issuing their opinion that the
157 conveyance does not affect the tax-exempt status."

158 Mr. Pires stated that Mr. Terry Cole reviewed the suggested edits to his Affidavit.

159 Mr. Pires asked Mr. Prium if Mr. Cole is in agreement with these edits. Mr. Prium replied
160 affirmatively.

161 **B. Consideration of Exchange Agreement**

162 Mr. Pires presented the Exchange Agreement, which states the CDD has agreed to
163 transfer Fee Simple Title to the property, as set forth in Exhibit A, subject to the following:

164 ➤ Hidden Cove, LLC, a Florida Limited Liability Company, will subdivide the Hidden Cove
165 property into 31 single-family lots and that they are re-platting it. And, in exchange for the CDD
166 deeding Fee Simple Title to the 20' strip to Hidden Cove, Hidden Cove will dedicate to the CDD a
167 platted drainage easement with responsibility for maintenance and a maintenance easement
168 without responsibility for maintenance, all in favor of the CDD, over the 20' strip. The text of
169 the Dedication is included. Hidden Cove is bearing all the expenses associated with re-platting.

170 ➤ In the event that Hidden Cove fails to record the re-plat with the required dedications
171 by July 31, 2024, Hidden Cove will then re-convey the 20' strip back to the CDD. This applies in

172 the event that the Deed is delayed by the County or development changes because, once the
173 Deed goes out, the only way to get it back is to have it deeded back, per the Agreement.

174 Discussion ensued regarding eliminating or extending the requirement for Hidden Cove
175 to re-convey the 20’ strip back to the CDD.

176 Mr. Parisi noted that the Agreement can be amended, if necessary.

177 Mr. Pires stated that the Exchange Agreement is predicated upon receiving a favorable
178 opinion from Bond Tax Counsel, as indicated in the Resolution.

179 Mr. Christensen noted the importance of including the Exhibits in the agenda books,
180 given the need for Board approval.

181 Mr. Pires apologized for not re-labeling the Exhibits and stated that they were included
182 in the August 22, 2023 Memorandum from Mark Woodward, Esq.

183 Mr. Slater noted that those Exhibits are unchanged since they were last presented.

184 **C. Memorandum Regarding Transfer Property to FCC Hidden Cove, LLC in Exchange for**
185 **Platted Easements in Favor of the District**

186 **D. Consideration of Hidden Cove Plat**

187

188 **On MOTION by Mr. Weinberg and seconded by Mr. Slater, with all in favor,**
189 **Resolution 2024-01, as amended to make any scrivener’s non-substantive**
190 **corrections necessary, Concerning the Conveyance of Certain Land Described**
191 **Herein, Deemed Unnecessary to Be Owned in Fee Simple for District Public**
192 **Purposes; Determining that Disposal of Fee Simple Title in Said Land in**
193 **Exchange for a Platted Dedicated Drainage Easement (With Responsibility for**
194 **Maintenance) and Maintenance Easement (Without Responsibility for**
195 **Maintenance) is in the Best Interest of the Public and the District; Authorizing**
196 **the Conveyance of the Land Described Herein and the Acceptance of the**
197 **Replacement Platted Dedicated Drainage Easement (With Responsibility for**
198 **Maintenance) and Maintenance Easement (Without Responsibility for**
199 **Maintenance); Authorizing Certain Officers of the District to Take all Actions**
200 **Required and to Execute and Deliver all Documents, Instruments and**
201 **Certificates Necessary in Connection with the Conveyance of the Land**
202 **Described Herein and the Acceptance of the Replacement Platted Dedicated**
203 **Drainage Easement (With Responsibility for Maintenance) and Maintenance**
204 **Easement (Without Responsibility for Maintenance); all Subject to an Opinion**
205 **of Bond Counsel for the District that such Transaction is Not Prohibited by the**
206 **District’s Special Assessment Revenue Bonds, Series 2014-1 (and Associated**

207 Documents); Authorizing the Vice Chairman and Assistant Secretaries to Act in
208 the Stead of the Chairman or the Secretary, as the Case May Be; Authorizing
209 Certain Officers of the District to Take all Actions and Enter into all Agreements
210 Required in Connection With the Conveyance of the Land Described Herein;
211 and Providing an Effective Date, was adopted, and the Exchange Agreement, as
212 amended to make any scrivener's non-substantive corrections necessary, and
213 authorizing the Chair to execute, was approved.

214

215

216 Mr. Pires will provide Staff with Exhibits for our records.

217

218 ▪ **Developer's Report**

219 **This item, previously the Seventh Order of Business, was presented out of order.**

220 Mr. Parisi stated he is in final discussions with the construction manager for the Baseline
221 irrigation replacement. He hopes to meet with the manager and with Mr. Cole next week to
222 develop the scope of work and to discuss scheduling, materials, etc.

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

224 **This item, previously the Fourth Order of Business, was presented out of order.**

225 Mr. Slater discussed the previous decision to proceed with mediation with CDD #2 and
226 the need to select a representative to attend.

227 Mr. Adams stated a motion is not necessary, as it was previously approved by the Board.
228 The mediation is tentatively scheduled for January 9, 2024 at 1:00 p.m. One Board Member can
229 represent the CDD Board, via Zoom or in person, at Special Counsel's office.

230 Mr. Slater suggested appointing Mr. Schmitt as the Board's representative at the
231 mediation. He stated, although Mr. Schmitt is not present, it was cleared with him, should the
232 Board agree.

233 Mr. Adams clarified that he did not speak with Mr. Schmitt; rather, he spoke with Mr.
234 Badessa.

235 A Board Member recommended appointing Mr. Schmitt as the Board's representative at
236 the mediation and appointing Mr. Badessa as backup, should Mr. Schmitt be unable to attend.

237 Mr. Badessa asked if he and Mr. Schmitt can meet to discuss the Board's strategy. Mr.
238 Adams stated such a meeting would require advertising and holding a public meeting or a
239 special executive session.

240 Mr. Badessa voiced his opinion that sharing his knowledge of the situation would help
241 enormously.

242 **Mr. Schmitt rejoined the meeting, via telephone, after a brief technical issue.**

243 Mr. Schmitt stated he is available on January 9, 2024.

244 Mr. Adams will speak with Special Counsel to address the concerns raised.

245 Mr. Schmitt agreed that meeting with Mr. Badessa would be beneficial. He would like to
246 know the Board's direction prior to the mediation. He expressed his support for scheduling an
247 Executive Session.

248

249 **On MOTION by Mr. Weinberg and seconded by Mr. Badessa, with all in favor,**
250 **appointing Mr. Schmitt to represent CDD #1 at the mediation and appointing**
251 **Mr. Badessa as the backup representative, as discussed, was approved.**

252

253

254 **SIXTH ORDER OF BUSINESS**

Health, Safety and Environment Reports

255

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

257 Mr. Hennessey reviewed the Monthly PowerPoint presentation, which included
258 reminders to report questions, comments or concerns to Irrigation@Fiddlerscreek.com or
259 Pressurewashing@Fiddlerscreek.com or directly to the Safety Department.

260 Mr. Hennessey reported the following:

- 261 ➤ Dead trees were removed from Club Center Drive.
- 262 ➤ A dead tree will be removed from 7621 Mulberry.
- 263 ➤ A new Assistant Manager, Paul Lupo, was hired to assist Mr. Benet.

264 **B. Security and Safety Update**

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

269 Mr. Christensen asked if the cause of the damage to the gate arms is known. Mr.
270 Hennessey stated that, 95% of the time, it is due to driver error; for example, drivers following

271 too closely. Occasionally, damage is due to a malfunction or the result of operator error, such
272 as a guard hitting the switch improperly.

273 Mr. Schmitt discussed a difference in the timing of the first and second gates opening
274 when exiting Fiddler’s Creek Parkway to 951 and stated his opinion that the paving sensor
275 should be adjusted or a sign should be installed.

276 Mr. Hennessey concurred that an adjustment might be needed but reiterated that,
277 based on video, damage is usually the fault of the driver.

278 Mr. Parisi voiced his opinion that the gates causing drivers to stop are beneficial. He
279 stated that, when gates open too quickly, drivers tend to drive faster.

280

281 **SEVENTH ORDER OF BUSINESS**

Developer’s Report

282

283 Mr. Parisi reported the following:

284 ➤ As previously noted, a meeting will be held next week regarding the Baseline
285 installation.

286 ➤ Development continues in both Oyster Harbor and Dorado. The golf clubhouse is
287 delayed slightly.

288

289 **EIGHTH ORDER OF BUSINESS**

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

290

291

292 Mr. Prium distributed and read the following updates:

293 1. Valley gutter and sidewalk repairs are ongoing on Mulberry Lane, Mahogany Bend Drive
294 and Club Center Drive. Collier Paving will clean up work areas.

295 2. Championship Drive and Mulberry Lane paving repairs are being done this week by
296 Collier Paving.

297 A Board Member asked if the potholes on Championship Drive, near Fiddler’s Creek
298 Parkway, will just be patched. Mr. Barrow stated, from what he could see on Championship
299 Drive yesterday, the holes are being filled in.

300 3. A proposal for restriping Fiddler’s Creek Parkway eastbound will be obtained.

301 4. They coordinated obtaining a proposal for cleaning out sand sediments from two catch
302 basins along Fiddler's Creek Parkway due to recent irrigation line breaks along the north side of
303 the road.

304 Mrs. Adams stated she executed that contract yesterday.

305 5. An insubstantial change will be submitted for removal of the guardrail opposite Whisper
306 Trace along Fiddler's Creek Parkway.

307 6. An affidavit will be signed regarding a 20' strip of land in the proposed Hidden Cove plat.
308 Mr. Badessa asked if a proposal was obtained for replacement of the guard rail. Mrs.
309 Adams stated it will be on the agenda when a proposal is received.

310 7. Lake erosion repair areas are being identified for the 2024 project. They will include an
311 area in the lake east of Whisper Trace.

312 8. Phase 2 equipment was replaced and all pumps are operating properly. The chemical
313 injection system is being reconnected after being disconnected for the pumping system
314 replacement.

315 9. The proposed Irrigation Pumphouse #2 roof replacement contract needs to be approved
316 by both CDD #1 and CDD #2 in order to keep the building permit review on track. The
317 contractor will need to submit truss drawings by the manufacturer for County review and
318 approval.

319 10. U.S. 41 and Sandpiper Drive Traffic Signal: The construction bond has been sent to the
320 Florida Department of Transportation (FDOT) for approval. FDOT should be issuing the permit
321 within the next couple of weeks. The contractor has submitted shop drawings for the mast
322 arms and the signal control cabinet. These long lead items will be ordered once the shop
323 drawings are approved. The materials will take several months to obtain. The anticipated signal
324 completion will be in the fall of 2024.

325 Mr. Christensen stated a recent waterline break occurred on Runaway and he observed
326 slurry running out of the hole and running into catch basins for several hours. He asked if those
327 catch basins are inspected to see how much they fill up because, in his opinion, the volume was
328 great given the number of catch basins in Runaway.

329 It was noted that a contract was just executed to clean out two catch basins along
330 Fiddler’s Creek Parkway. Mrs. Adams asked Mr. Christensen to email her the detailed location
331 information so that it can be addressed.

332 Mr. Adams stated Special Counsel will call in to schedule an Executive Session, on the
333 record. The consensus was that Friday, January 5, 2024 is acceptable.

334

335 **NINTH ORDER OF BUSINESS**

**Discussion: Fiddler’s Creek Foundation,
336 Inc., Satellite Report [Irrigation
337 Maintenance Agreement]**

338

339 Mr. Schmitt noted that the Report is informative and asked if there is a budget for
340 repairs.

341 Mr. Parisi stated one of the reasons for the meeting with the Construction Manager is to
342 determine the costs, timing, scheduling, delivery of materials, etc. When the information is
343 compiled, it will be possible to give the CDD an idea of the costs, for budgeting purposes.

344 Mr. Schmitt asked if there will be a cost associated with upgrading. Mr. Parisi replied
345 affirmatively and stated the Construction Manager will visit sites and review plans to determine
346 where cost savings can be achieved, such as, combining the communities onto one system to
347 enable cost sharing. He stated the information will be shared as soon as it is available.

348 Mr. Christensen asked if it is anticipated that the first-generation equipment will be
349 workable or will it have to be upgraded. Mr. Benet stated Toro has not stopped manufacturing
350 parts for the controllers but it will eventually be impossible to obtain parts for analog
351 controllers. Staff is doing its best to keep systems running. While parts are still available, it will
352 eventually be difficult or impossible to get parts; this issue is one of the big instigators for
353 proceeding with the irrigation system update.

354 This item will be removed from the agenda until further notice.

355

356 **TENTH ORDER OF BUSINESS**

**Consideration of Proposals for Runaway
357 Bridge Project**

358

359 **A. Florida Painters**

360 Mrs. Adams presented the \$26,900 Florida Painters proposal, which includes removal of
361 all decorative stone, cleanup and painting.

362 **B. Mike Carroll Services, LLC**

363 Mrs. Adams presented the \$4,480 Mike Carroll Services, LLC proposal, which only
364 includes removal of the caps.

365 **Mr. Beatty joined the meeting via telephone at approximately 8:50 a.m.**

366 Mr. Beatty stated, as the Board Members are aware, mediation in the lawsuit with CDD
367 #2 is scheduled for January 9, 2024. In order to discuss the mediation and strategy, he will need
368 information and direction from the Board. He requested an Executive Session be scheduled for
369 January 5, 2024.

370 It was mutually agreed that the Executive Session will be scheduled for January 5, 2024
371 at 9:00 a.m.

372 **▪ Discussion resumed: Consideration of Proposals for Runaway Bridge Project**

373 Mr. Parisi stated, while he is unsure how many stone pieces are missing, the bridges by
374 Marsh Cove will come down between now and April 1, 2024 and he expects there to be
375 adequate pieces available.

376 Mr. Christensen stated he will speak with Richie about this. He noted that the proposals
377 were obtained and Staff was unable to locate stone.

378 Discussion ensued regarding future plans for the golf course tunnels.

379 Mr. Parisi stated no plans changed; some of the stone will be retained for future repairs.

380 Mr. Schmitt stated a whole section of wall between Holes 3 and 4 came down. He
381 recommended engaging one contractor to repair both the bridge and the wall to take
382 advantage of economies of scale.

383 Mr. Christensen noted that a few stones are coming down on the back side, between
384 Holes 1 and 2.

385 Mr. Parisi will have the area inspected. The consensus was to partner with the golf
386 course to share the cost of repairs in the future.

387 This item was deferred and will be removed from the agenda and placed on the Action
388 Item List.

389 **ELEVENTH ORDER OF BUSINESS**

Discussion: Sophistico Floors Corp, D/B/A
 Sophistico Construction Proposal and Draft
 Contract Regarding Irrigation Pump House
 #2 Roof Replacement

390
 391
 392
 393

394 Mr. Pires stated Ms. Viegas, a CDD #2 Board Member, reported some scrivener's errors
 395 in the Agreement.

396 Discussion ensued regarding the Sophistico Construction Proposal and Draft Contract
 397 Regarding Irrigation Pump House #2 Roof Replacement.

398 Mrs. Adams stated only one proposal was received.

399 Mr. Weinberg asked Mr. Prium if the bid of \$167,000 is about what was expected. Mr.
 400 Prium replied affirmatively.

401

402

**On MOTION by Mr. Schmitt and seconded by Mr. Weinberg, with all in favor,
 Sophistico Construction Proposal # 1060, in the amount of \$167,589, the Draft
 Contract Regarding Irrigation Pump House #2 Roof Replacement and
 authorizing correction of non-substantive scrivener's errors, were approved.**

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408 **TWELFTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial
 Statements as of October 31, 2023

409

410

411 • **Breakdown**

412 The Financial Highlights Report was distributed.

413 Mr. Christensen questioned the "Irrigation supply – Repairs and maintenance" line item,
 414 for which \$10,719, or 21% of budget, was spent. He feels that either the budget is too low or
 415 something happened.

416 Mrs. Adams stated that expense was a miscoded Collier Paving sidewalk repairs
 417 expenditure that was already re-coded to road maintenance.

418 The financials were accepted.

419

420 **THIRTEENTH ORDER OF BUSINESS**

Approval of October 25, 2023 Regular
 Meeting Minutes

421

422

423 Mrs. Adams presented the October 25, 2023 Regular Meeting Minutes. The following
 424 changes were made:

425 Line 127: Change “Mulbury” to “Mulberry”

426 Line 154: Change “a substantial” to “an insubstantial”

427

428 **On MOTION by Mr. Weinberg and seconded by Mr. Slater, with all in favor, the**
 429 **October 25, 2023 Regular Meeting Minutes, as amended, were approved.**

430

431

432 **FOURTEENTH ORDER OF BUSINESS**

Action/Agenda or Completed Items

433

434 Items 3 was completed.

435

Item 2: The Marsh Cove Bridge project will be put off to a later date.

436

Item 6: Remove.

437

Item 10: Change “Mr. Pires” to “Special Counsel”

438

439 **FIFTEENTH ORDER OF BUSINESS**

Staff Reports

440

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

442 Mr. Pires distributed a handout and discussed the new requirement for Supervisors to
 443 complete a four-hour ethics continuing education course every year. The course must be
 444 completed by December 31, 2024 but he recommends that Supervisors running for reelection
 445 complete the requirement by July 1, 2024, so that, when Form 1 is filed with the Supervisor of
 446 Elections, the box can be checked to indicate the requirement was met. He provided a link to
 447 two online options and noted that one course costs \$79 and another costs \$75. A free course
 448 prepared by the Florida Association of Special Districts (FASD) might also be available. The CDD
 449 will pay for courses as a legitimate expenditure. Updates will be provided as additional courses
 450 become available.

451 Mr. Weinberg recalled a local news story that stated Naples City Council members
 452 resigned rather than completing Form 6, which requires them to disclose all their assets. He
 453 asked if CDD Board Members will be subject to that requirement. Mr. Pires stated CDD
 454 Supervisors are not subject to that requirement.

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

456 • NEXT MEETING DATE: January 24, 2024 at 8:00 AM

457 ○ QUORUM CHECK

458 All supervisors confirmed their attendance at the January 24, 2024 meeting.

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

460 This item was an addition to the agenda.

461 Mrs. Adams distributed the Monthly Field Operations Report.

462

463 SIXTEENTH ORDER OF BUSINESS

Supervisors' Requests

464

465 Mr. Schmitt asked if any feedback was received from Carter Fence regarding the
466 perimeter fence. Mrs. Adams stated a proposal was received; she reviewed it and requested
467 additional clarification.

468

469 SEVENTEENTH ORDER OF BUSINESS

Public Comments

470

471 There were no public comments.

472

473 EIGHTEENTH ORDER OF BUSINESS

Adjournment

474

475

476 On MOTION by Mr. Slater and seconded by Mr. Weinberg, with all in favor, the
477 meeting recessed at approximately 9:09 a.m., and was continued to January 5,
478 2024 at 9:00 a.m., at this location, for the purpose of holding an Executive
479 Session.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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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 Continued Meeting and Attorney-Client Executive Session on January 5, 2024 at 9:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present at the meeting were:

| | |
|--------------------------------|---------------------|
| Robert Slater | Chair |
| Joseph Schmitt | Vice Chair |
| Torben Christensen | Assistant Secretary |
| Joseph Badessa | Assistant Secretary |
| Frank Weinberg (via telephone) | Assistant Secretary |

Also present:

| | |
|----------------|------------------|
| Chuck Adams | District Manager |
| Scott Beatty | Special Counsel |
| Court Reporter | |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:00 a.m. Supervisors Badessa, Christensen, Schmitt and Slater were present. Supervisor Weinberg was not present at roll call.

The handwritten notes indicate that Mr. Weinberg joined the meeting via telephone at 9:09 a.m., after the Attorney-Client Executive Session commenced.

Mr. Adams closed the Public Session at 9:01 a.m.

SECOND ORDER OF BUSINESS

Attorney-Client Executive Session [Closed to the Public by Law]: Fiddler’s Creek Community Development District #2 v. Fiddler’s Creek Community Development District #1, Case No. 11-2023-CA-001612-001-XX Pending Litigation

The Attorney-Client Executive Session commenced at 9:01 a.m.

39 The Attorney-Client Executive Session was transcribed by the Court Reporter.

40 The Attorney-Client Executive Session adjourned at 10:22 a.m., and the Public Session
41 at 10:22 a.m., reconvened.

42

43 **THIRD ORDER OF BUSINESS**

Supervisors' Requests

44

45

46 **On MOTION by Mr. Slater and seconded by Mr. Christensen, with all in favor,**
47 **granting authority to Mr. Schmitt to take actions, as outlined in the Executive**
48 **Session, was approved.**

49

50

51 **FOURTH ORDER OF BUSINESS**

NEXT MEETING DATE: January 24, 2024 at
8:00 A.M. [Regular Meeting]

52

53

54 The next meeting will be January 24, 2024.

55

56 **FIFTH ORDER OF BUSINESS**

Adjournment

57

58

59 **On MOTION by Mr. Schmitt and seconded by Mr. Slater, with all in favor, the**
60 **Continued Meeting adjourned at 10:24 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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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. | X | | | |
| 2 | 07.26.23 | ACTION | Mrs. Adams: Request a proposal for removal of all decorative rock and to paint the Marsh Cove Bridge. 12.13.23 Bridge project to be postponed to a 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. | 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. Alex Kurth: Add canal system location on the map. | | | X after 12.13.23 mtg | |
| 6 | 10.25.23 | ACTION | Mr. Parisi: Send warranty pkg for Championship Dr gatehouse to Mrs. Adams. | X | | | |
| 7 | 10.25.23 | ACTION | Mr. Cole: Work on substantial change to remove wooden guardrail opposite of Whisper Trace. | X | | | |
| 8 | 10.25.23 | ACTION | Special Counsel: Send letter to CDD #2's Counsel requesting mediation and file letter with the Court. | X | X | | |
| 9 | 10.25.23 | ACTION | Mr. Adams: Email Interlocal Agrmt severability clause details to BOS. | X | | | |
| 10 | 12.13.23 | ACTION | Mr. Barrow: Inspect philodendron plants; determine if anything can be done & if replacement is responsibility of villages or CDD. | X | | | |
| 11 | 12.13.23 | ACTION | Mr. Cole: Inspect shoreline on west side of Cardinal Cove; determine if replenishments in certain areas or plantings of grasses might prevent further erosion caused by runoff from roofs. | X | | | |
| 12 | 12.13.23 | ACTION | Mr. Pires: Provide Staff with Exhibits to Resolution 2024-01. | X | | | |
| 13 | 12.13.23 | ACTION | Mr. Adams: Schedule Executive Session. | | | X after 12.13.23 mtg | |

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

**STAFF
REPORTS**

| FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 | | |
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| 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 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 | 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.