

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

The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Regular Meeting on January 22, 2025 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

**Present were:**

Joseph Schmitt	Chair
Frank Weinberg	Vice Chair
Torben Christensen	Assistant Secretary
Joseph Badessa	Assistant Secretary
Joseph Mayer	Assistant Secretary

**Also present:**

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Aaron Haak	Fiddler’s Creek Deputy General Counsel
Sean Van Den Broeck	Executive Director of Foundation Operations
Ryan Hennessey	Fiddler’s Creek Director of Community Services
Jody Benet	The Foundation Irrigation Manager
Mike Barrow	GulfScapes Landscape Manager
Bill Dawson	Resident/Deer Crossing Condo Assoc. President
Laura Citarella	Resident
Cailin Smith	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Schmitt called the meeting to order at 8:00 a.m.

All Supervisors were present.

**SECOND ORDER OF BUSINESS**

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

Resident and Deer Crossing Condo Association President Bill Dawson read the following:

“Good morning. I am Bill Dawson, President of Deer Crossing Condominium Association Inc. Our Association abuts CDD1 managed property along Championship Drive. Several months ago, CDD1 Management together with its Board of Supervisors recognized a potential liability issue related to roots emanating from Ficus trees on CDDI managed property that had encroached Deer Crossing property, its building foundations and other peripheral equipment slabs. To remedy any further root growth, CDDI chose to install a "root barrier" which required cutting the encroaching roots prior to installation of this "root barrier" system. To effect the root cut and installation of the barrier, access to Deer Crossing Property was required.

I am not here to address either the arbitrary root barrier solution decision or the Deer Crossing access process.

Prior to CDD1 accessing Deer Crossing property to effect their solution, a level stone pathway ran the length of 3945 through 3995 Deer Crossing, the affected property. The root barrier installation process commenced with heavy equipment digging a +20 inch deep trench along the middle of a Deer Crossing property level stone pathway. Following the trenching dig, the installation of the "barrier", significant replacement/repair of a sprinkler system servicing both Deer Crossing and CDD1 managed property damaged from the trenching along with required repair of an Xfinity main cable installation, severed from the trenching, the trench was filled with residual dirt and stone by a combination of heavy equipment and manual labor leaving the former pathway rutted and unlevel.

The pathway has not been returned to its pre-project level stone pathway condition. Instead, late last week numerous bales of insect attracting pine straw were scattered across the rutted, unlevel pathway area to cover/hide a now rutted and unlevelled trip and fall walkway.

The reasonable expectation of any homeowner whose property has been intruded and damaged by a neighbor is for the neighbor to have the neighbors damaged property returned to its original condition. On behalf of all Deer Crossing Condominium Association tax paying property owners, I am here to express our expectation of CDDI to do just that, to remove the pine straw and reinstall a level stone pathway, consistent with its pre-project condition.”

The Board and Staff discussed the issue.

Mrs. Adams stated that CDD #1 is responsible for addressing any damage resulting from the project. The gravel pathway has been there for many years; the pathway helps with the separation between CDD #1's maintenance area and the Condominium Association's maintenance area. The gravel pathway runs from the rear of the unit to the street, on HOA property. She is unsure if it was part of the original Development and Site Plan or if it was approved by The Foundation.

Discussion ensued regarding the request to remove the pine straw and restore the gravel pathway and whether it was to be done at CDD #1's expense.

Mrs. Adams noted that the pine straw was installed at Mr. Badessa's direction.

Mr. Schmitt believes the ruts caused by the equipment should be restored by the contractors.

Deer Crossing resident Laura Citarella voiced her opinion that the stone path allows the rain to flow down to the basin; it clogs frequently and residents try to keep it clear, so the pine straw will wash into the basin. She believes the path also serves as a drainage system.

Mr. Badessa stated that he has been here since 2000 and pine straw was in the area initially. He is also unsure when and how the stone came to be installed.

The consensus was that the CDD did not install the stone.

Mr. Dawson voiced his opinion that how the stone came to be is a moot point; all he wants is for the pathway to be restored to its former condition.

Mr. Schmitt suggested Mr. Barrow's crew remove the pine straw and the contractor be instructed to restore the pathway to its original condition. He does not think the CDD should incur this expense; rather, the contractor should restore the area to its original condition.

Mr. Barrow stated that there is a mainline 2' away from the pathway; he had to make a field adjustment and bring it back down to avoid the mainline and the wiring in the utility easement. He did not propose adding rock because the original plan was not to bring the pathway down that far; despite the issue, his subcontractor completed the work. He noted that, while locates were done, they do not identify sprinkler systems. He estimates a cost of approximately \$10,000 to relocate the pathway.

Mr. Schmitt suggested CDD #1 and GulfScapes split the cost.

**On MOTION by Mr. Weinberg and seconded by Mr. Mayer, with all in favor, sharing the cost of restoring the pathway to its original condition, at an estimated total cost of \$10,000, was approved.**

Mr. Dawson asked for him or a Deer Crossing representative to be allowed to sign off on completion of the work. Mrs. Adams will work with him in this regard. Mr. Haak stated Design Review Committee (DRC) approval is not needed if the area is restored to its former condition.

Mr. Schmitt stated that the timing for the work is unknown and asked for photographs of the area to be sent to Mrs. Adams.

Resident Cailin Smith stated the path was installed to show the respective landscaping companies the separation between CDD and Deer Crossing property.

Mr. Schmitt noted Mr. Barrow's longtime record working with CDD #1 and stated that he will work with Mrs. Adams and ensure the pathway is restored to its original condition.

**THIRD ORDER OF BUSINESS**

**Update: Litigation with Fiddler's Creek Community Development District #2**

Mr. Schmitt stated that CDD #2 asked for reimbursement of its filing fees related to the mediation prior to going to court. He discussed the pros and cons with the outside attorney. Although he and Mr. Miller were in agreement to settle the case before going to court, the CDD #2 Board did not approve the settlement. The decision is whether to fight this further and incur additional legal fees or to simply pay the amount requested and close out the matter.

**On MOTION by Mr. Weinberg and seconded by Mr. Mayer, with all in favor, reimbursing CDD #2's litigation-related fees, in the requested amount of \$4,531.45, was approved.**

The consensus was that it would cost more to fight this further than to pay it.

Mr. Schmitt thinks this request from CDD #2 is an outrageous request from an uncooperative neighbor.

**FOURTH ORDER OF BUSINESS****Quality Control Lake Report - Premier Lakes, Inc. (Bill Kurth)**

The December 2024 Quality Control Lake Report was provided for informational purposes, as Mr. Kurth was unable to attend. Mrs. Adams will convey questions to Mr. Kurth.

Mr. Schmitt stated that he observed a floating sediment buoy in Lake 43B related to the construction of the driving range. He asked Mr. Haak to follow up with the contractor regarding removal of the buoy.

**FIFTH ORDER OF BUSINESS****Health, Safety and Environment Report (Ryan Hennessey)**

Mr. Hennessey presented the PowerPoint and reported the following:

- Concerns related to irrigation and pressure washing, etc., can be emailed to [Irrigation@Fiddlerscreek.com](mailto:Irrigation@Fiddlerscreek.com) and [Pressurewashing@Fiddlerscreek.com](mailto:Pressurewashing@Fiddlerscreek.com) for staff response.
- Tree Canopy Trimming: No trimming was scheduled for December, January or February. Crews are trimming trees on Fiddler's Creek Parkway and in areas impacted by the hurricanes.

Mr. Christensen noted that the coconut palms and bushes on the right-hand side at the beginning of Runaway Lane down to the monument are rarely trimmed when the other part of CDD #1 property is trimmed and asked for Juniper to be informed that the beginning of Runaway Lane, down to the monument, are part of CDD #1.

**A. Irrigation and Pressure Washing Efforts**

- Precipitation Data: The precipitation range for various areas was 3" to 3.25" last month.
- Irrigation Projected Usage: There were two rain holds in the villages and two in the common areas.
- Water Usage: December 2024 usage was 61.3 million gallons, as compared to 50.9 million gallons in December 2023.
- Irrigation Report: In December, a communication failure necessitated replacement of a blown power supply fuse, at no charge to CDD #1. A faceplate with no display was replaced at I-

12 Fourth Tunnel; the \$459.37 cost was billed. A faceplate with no display and a bad distribution board was replaced at I-16 Club Center; the \$639.24 cost was billed.

Mr. Benet stated that new components have a one-year warranty from Toro and rebuilt components have a two-year warranty. When sent back, they have timestamps so that warranty coverage will be applied, if applicable. He described the technical issues and noted a rash of these could be related to lightning strikes during the summer.

➤ Pressure Washing: Crews are finished on Fiddler's Creek Parkway and are currently working on Sandpiper Drive. The map was updated for 2025.

Mr. Schmitt asked about schedule adjustments and noted that he observed crews utilizing a hand wand. Mr. Hennessey discussed issues with the relatively new equipment and stated that new equipment was procured and should be received within six weeks. It was noted that the equipment was procured by The Foundation; the CDDs only pays for the service.

#### **B. Security and Safety Update**

Mr. Hennessey reported the following:

➤ Gate Access Control: While the automated gatehouse number is still (239) 529-4139, Community Patrol's phone number changed to (239) 231-9878; that number can be reached 24 hours a day, 7 days a week. The update was communicated via email by Member Services.

➤ Occupancy Report: Average weekly occupancy decreased to 1,701 in December, down from 1,771 in November. The totals for the first three weeks of January were 2,167, 2,201 and 2,305.

➤ Gatehouses and Patrols: Sandpiper, Championship, and the Main gatehouses are operational 24 hours a day, seven days a week. There are two patrols per shift, generally one patrol in CDD #1 and one in CDD #2.

➤ Gatehouse Activity: Total gatehouse entries for all three gatehouses were just over 75,000 in November and December. Entries increased in recent weeks.

➤ Incident Reports: Open Garage Doors and Parking Tickets decreased in December 2024.

➤ Speed Detection and Enforcement: The portable speed detection device was in use. The seven violators in December received written warnings.

It was noted that the gate arm perpetrators are billed for damages and that vehicles attempting to follow other vehicles are often to blame.

➤ The Collier County Sheriff's Office (CCSO) advised that there were 50 extra patrols, 14 medical calls, 10 accidental calls to 911 (hang-ups), 10 alarms, four traffic stops or minor crashes and two incidents of fraud, was most likely an email threat report.

Discussion ensued regarding possible plans for new patrol cars in Fiscal Year 2026 and the suggestion of a new paint scheme and logo to make the patrol cars stand out. It was noted that, while a good suggestion, the patrol cars are owned by The Foundation, not the CDDs.

**SIXTH ORDER OF BUSINESS**

**Developer's Report**

- **Golf Course Renovation**

Mr. Haak stated the golf course is open and operational. A Temporary Certificate of Operation (TCO) was issued; full operation and occupancy is permitted until a final CO is issued.

Mr. Haak stated his belief that all access points were restored and asked to be informed of any deficiencies. Mr. Schmitt stated the access point on Mulberry was restored, although it will take some time for full growth.

Mr. Pires stated, according to Paragraph 3D of the Agreement, a walkthrough will occur upon completion. Contractors are to restore access points to their original condition, FCC Golf grants any necessary easements to perform lake maintenance, FCC Golf is to deliver any documents of transfer for any necessary improvements on the property, and additional conditions provide for as-built and warranties.

It was noted that Mr. Cole will do the final walkthrough and advise the Board when it is complete. The access point at Runaway is not CDD property and it will be restored when development in the area is complete.

Mr. Christensen asked for the staging area in Runaway to be cleaned. Mr. Haak stated there are plans for landscaping in the area, although he does not know when.

Mr. Haak stated that work on lot 325, in Oyster Harbor, will commence in conjunction with another building in Dorado. Mr. Schmitt recalled that approval was given for a retaining wall. Mr. Haak stated that it is a separate project that is part of the same development.

Mr. Haak will provide Mr. Cole with the contact person for the follow up inspection.

**SEVENTH ORDER OF BUSINESS****Engineer's Report: Hole Montes, a  
Bowman Company**

- **Update: Proposal to Provide Design, Permitting & Construction Services for Fiddler's Creek Plaza – Sandpiper Dr. & U.S. 41 Traffic Signal**

Mr. Cole stated that the Traffic Signal Change Order related to the utility conflict was sent back. Mr. Pires stated that additional information regarding the scope of work was requested so that work can proceed. Mr. Schmitt noted that CDD #1 is not the contracting entity; the information will be provided for information related to cost only. Mr. Cole noted that project completion is still projected in April 2025.

Mr. Pires distributed and presented a draft Engagement letter related to his firm representing both CDDs in amending the Interlocal Agreement between CDD #1 and CDD #2.

Mr. Schmitt stated that he also serves on the Collier County Planning Commission. He spoke with Mr. Miller and Mr. Pires regarding the judge's statement that the Interlocal Agreement should have been updated to reflect all external costs contributed by outside parties. He noted that 7-ELEVEN was previously ordered to make Fair Share contributions, as well as for the rezoning on 41 for the East Trail Mixed Use Development. Another significant development off Greenway Road will be required to make Fair Share contributions. While Mr. Miller requested these contributions be made earlier, the Developers advised that they will pay their Fair Share contribution at the time of the first Development Order, which could be two or three years from now. The Amendment to the Interlocal Agreement is intended to address all future payments and how they will be treated, recognizing that some current Board Members might not be on the Board when the payments are received.

Discussion ensued regarding the Engagement Letter, to be signed by both CDDs in order to engage Mr. Pires' firm to draft the Amendment to the Interlocal Agreement. Mr. Pires noted that no conflict currently exists between the CDDs and, should a conflict arise, his firm will withdraw representation in this matter. The letter acknowledges Mr. Pires' \$195 hourly rate;



each CDD would be billed \$97.50 per hour. This Engagement Letter will be separate from any current Agreement with the firm.

**On MOTION by Mr. Weinberg and seconded by Mr. Christensen, with all in favor, the draft Engagement Letter, was approved.**

Mr. Pires stated the same discussion will be held at the CDD #2 meeting; the Amendment to the Interlocal Agreement to identify future payments will be included on the next agenda.

Mr. Schmitt stated that a large property just west of the 7-ELEVEN to be developed will include both commercial and residential properties. He stated that he and Mr. Miller discussed pursuing funds from 7-ELEVEN; the Developer pays the County, which sends funds to the contracting entity. He noted that Mr. Cole's firm is the Engineering firm for both 7-ELEVEN and the mixed unit development.

Discussion ensued regarding how and when funds can be collected from 7-ELEVEN and whether the formal demand to the County would come from CDD #2.

Mr. Miller, Fiddler's Creek CDD #2 Chair, asked Mr. Cole to convey the total cost of approximately \$1.6 million to his colleagues handling 7-ELEVEN and ascertain the contribution amount. Mr. Cole stated that he is not sure how the Fair Share is determined. Mr. Miller stated he would like the County to make a proposal to the CDD as a basis for negotiations.

Mr. Cole reported the following:

- The minor repairs to degrading pipe at the pumphouses that were approved at the last meeting were completed.
- The County must inspect the work done to structural steel piping before the pumphouse roof replacement can be completed. It is hoped that the roof will be completed by the next meeting.
- The lake repairs are substantially complete; a few punchlist items are being addressed.

Mr. Cole stated that he received information about the plastic fence on the north side of Bay Creek needing repairs; he will have the inspector check all the plastic fence because the

company is in Tampa and no local representative is available. Mr. Schmitt stated that several panels along Mulberry have slipped again.

Mr. Schmitt stated that a Cardinal Cove resident who was unable to attend today reported that residents are very pleased with the work behind Cardinal Cove.

- **Consideration of Collier Paving and Concrete Proposal for Sidewalk Repairs**

Mr. Cole stated that the previously submitted proposal for approximately \$120,000 was deemed too expensive so he requested a proposal for only the absolutely necessary work, excluding only aesthetic repairs.

Discussion ensued regarding the desire for multiple bids, the lack of bidders due to great demand and combining contracts to reduce mobilization charges when possible.

Mr. Pires stated that another client of his has been very satisfied with Atlantic Southern Paving. Mr. Schmitt expressed a desire for the repairs to occur promptly.

**On MOTION by Mr. Weinberg and seconded by Mr. Schmitt, with all in favor, the Collier Paving Concrete proposal for Sidewalk Repairs, in the amount of \$87,869.22, was approved.**

**EIGHTH ORDER OF BUSINESS**

**Continued Discussion: Sidewalk Markings on Championship Drive**

This item was discussed during the Seventh Order of Business.

**NINTH ORDER OF BUSINESS**

**Consideration of Award of Contract [Landscape Maintenance Services]**

Mr. Schmitt presented the Memorandum regarding the Award of Contract and noted that three proposals were obtained; the Memorandum documented the low, middle and high bidders. He recommended continuing with GulfScapes, noting that, while his firm is slightly more expensive than BrightView, he and his team are responsive and he has been satisfied with their work. Mrs. Adams expressed her agreement.

**On MOTION by Mr. Weinberg and seconded by Mr. Schmitt, with all in favor, awarding the contract to GulfScapes Landscape Management Services, the most responsive bidder, in the amount of \$928,994 for the first year with a second-year option to renew at the same price, was approved.**

**TENTH ORDER OF BUSINESS**

**Consideration of Florida Painters Proposal for Exterior Painting on Light Poles and Street Signs**

Mr. Schmitt presented the Florida Painters Proposal for Exterior Painting on Light Poles and Street Signs. The preference was to have the work performed in the spring. Mrs. Adams will coordinate the timing to ensure that necessary repairs to be completed by Bentley Electric are finished before painting begins.

**On MOTION by Mr. Weinberg and seconded by Mr. Badessa with all in favor, the Florida Painters Proposal for Exterior Painting on Light Poles and Street Signs, in the amount of \$47,725, was approved.**

**ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of December 31, 2024**

- **Financial Highlights Report**

The Financial Highlights Report was distributed. It was noted that “Deferred receipts” are related to off-roll assessments. Mr. Adams stated that he asked for \$1.5 million to be transferred from SunTrust to the BankUnited ICS account, which offers a higher interest rate.

Mr. Christensen voiced his opinion that the fountains look great.

The financials were accepted.

**TWELFTH ORDER OF BUSINESS**

**Approval of December 11, 2024 Regular Meeting Minutes**

Discussion ensued regarding a previous question about how much The Foundation will pay for the Report from Mr. Geiger’s company.

Mr. Haak stated that the amount has not been determined, as the CDD’s scope of work is farther in the future than the villages, which are the current focus.

Mr. Cole stated that Mr. Geiger needs some information from GulfScapes, the CDD’s current irrigation contractor. He suggested a proposal be submitted and recommended that a budget for the next several years be established for ongoing expenses related to the project. Mr. Adams suggested the CDD enter a Continuing Service Agreement for Mr. Barrow’s time and for Manuel’s time, noting that funds are available in Contingency for the project.

**On MOTION by Mr. Schmitt and seconded by Mr. Mayer, with all in favor, authorizing a Continuing Services Agreement with GulfScapes, at hourly rates, as controlled by the Operations Manager, were approved.**

The following changes were made:

Line 325: Change “Klug” to “Schmitt” and change “Nuzzo” to “Weinberg”

**On MOTION by Mr. Schmitt and seconded by Mr. Weinberg, with all in favor, the December 11, 2024 Regular Meeting Minutes, as amended, were approved.**

**THIRTEENTH ORDER OF BUSINESS**

**Action/Agenda or Completed Items**

This item was presented following the Fourteenth Order of Business.

**FOURTEENTH ORDER OF BUSINESS**

**Staff Reports**

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

Mr. Pires stated he has a meeting with Mr. Haak on January 29, 2025 to discuss the Boundary legal bills action item.

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

- **NEXT MEETING DATE: February 26, at 8:00 AM**

- **QUORUM CHECK**

All Supervisors confirmed their attendance at the February 26, 2025 meeting.

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

The Monthly Field Operations Report was included for informational purposes.

Mr. Schmitt asked if the guardrail and plantings will ever be approved. Mrs. Adams stated it was forwarded to The Foundation. Mr. Haak stated it is under review.

Mr. Schmitt noted that the pine straw looks good.

▪ **Action/Agenda or Completed Items**

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

Items 4, 11 and 12 were completed.

Items 3 and 6 were removed.

Item 5: Heather Glenn will be inspected

Items 5, 9 and 10 will be combined into a single item.

New Item: Add "Mr. Pires: Amend Interlocal Agreement for Traffic Signal to address Fair Share contributions. Will come back to the Board for review and approval."

**FIFTEENTH ORDER OF BUSINESS**

**Supervisors' Requests**

The consensus was that the meeting room is too cold.

**SIXTEENTH ORDER OF BUSINESS**

**Public Comments**

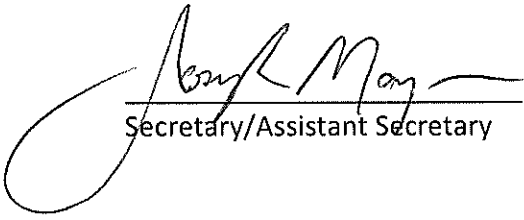
No members of the public spoke.

**SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Schmitt and seconded by Mr. Weinberg, with all in favor, the meeting adjourned at 11:28 a.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

  
Secretary/Assistant Secretary

  
Chair/Vice Chair