

FIDDLER'S CREEK

COMMUNITY DEVELOPMENT

DISTRICT #1

March 25, 2026

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

<https://fiddlerscreekcdd1.net/>

March 18, 2026

ATTENDEES:

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

Board of Supervisors

Fiddler's Creek Community Development District #1

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #1 will hold a Regular Meeting on March 25, 2026 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. *(Bill Kurth)*
4. Consideration of Crystal Waterscapes Quotes *(Robert Engler)*
 - A. #260212 Entry Fountains New Equipment
 - B. #260211 Entry Fountains Side Repair
5. Health, Safety and Environment Reports *(Ryan Hennessey)*
 - A. Irrigation and Pressure Cleaning Efforts
 - B. Security and Safety Update
6. Continued Discussion: Irrigation Action Items *(for informational purposes)*
7. Developer's Report
 - Continued Discussion/Consideration of Renewal of Irrigation Maintenance Agreement
8. Engineer's Report: *Bowman Company*
 - Consideration of Shared Proposal No. 1 for Pumphouse #1 Replacement and Irrigation Survey Services

- 9. Continued Discussion/Consideration of Front Entrance Pavilion Renovations Proposals
 - Made in Rio, Inc.
 - Florida Painters
- 10. Acceptance of Unaudited Financial Statements as of February 28, 2026
- 11. Approval of February 25, 2026 Regular Meeting Minutes
- 12. Action/Agenda or Completed Items
- 13. Staff Reports
 - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
 - B. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: April 22, 2026 at 8:00 AM

○ QUORUM CHECK

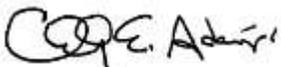
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SEAT 2	TORBEN CHRISTENSEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JOSEPH SCHMITT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JOSEPH MAYER	<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*

- 14. Supervisors' Requests
- 15. Public Comments
- 16. 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

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Fiddler's Creek CDD #1 February 2026 Quality Control Lake Report

Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
1	Treated	Grasses & Shoreline weeds	2/19/2026	2/19 Very windy	
2	Inspected				
3	Inspected				
4	Inspected				
4A	Inspected				
5	Inspected				
6	Inspected				
7	Inspected				
7A	Inspected				
8	Inspected				
9	Inspected				
10	Inspected				
15	Inspected				
16	Inspected				

Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
17	Inspected				
18	Inspected				
21	Inspected	Algae	2/19/2026	2/19 Very windy	
22	Treated	Algae	2/19/2026	2/19 Very windy	
30	Treated	Grasses & Shoreline weeds	2/19/2026	2/19 Very windy	
34	Treated	Grasses & Cattails	2/12/2026		
34A	Treated	Grasses & Algae	2/26/2026		
34B	Inspected				
35	Inspected				
36	Treated	Grasses & Shoreline weeds	2/19/2026	2/19 Very windy	
37A/B	Inspected				
38A/B/C	Treated	Grasses & Shoreline weeds	2/19/2026, 02/26/2026	2/19 Very windy	
39A/B	Treated	Grasses, Cattails, & Algae/Plankton	2/12/2026		
40A/B	Treated	Grasses & Cattails	2/12/2026		
41A1/A	Treated	Torpedo Grass & Shoreline weeds	2/19/2026	2/19 Very windy	
41B1/B2/C	Treated	Grasses, Cattails, Torpedo geass & Shoreline weeds	2/12/2026, 02/19/2026	2/19 Very windy	02/19 treated littoral

Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
42A/B	Treated	Grasses, Cattails, Torpedo geass & Shoreline weeds	2/12/2026, 02/19/2026	2/19 Very windy	
43B	Inspected				
44	Treated	Grasses, Cattails, Torpedo geass & Shoreline weeds	2/12/2026, 02/19/2026	2/19 Very windy	
50A/B	Treated	Torpedo grass, Shoreline weeds, Grasses, Cattails, Niad & Algae/Plankton	02/05/2026, 02/12/2026, 02/26/2026	02/05 Had to stop due to Rain & high winds	
70A/B	Inspected				
78A/B	Inspected				
79A	Inspected				
95	Inspected				
FC1	Inspected				
FC2A/B/BL1&BL2	Treated	Grasses & Cattails	2/12/2026		
FC3	Inspected				
FC4	Inspected				
FC5	Inspected				

Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
65A	Inspected				
65B	Inspected				
65C	Inspected				
65D	Inspected				
65E1	Treated	Grasses & Shoreline weeds	2/19/2026	2/19 Very windy	
65E2	Inspected				
65F	Inspected				
Cardinal Cove	Inspected				
GC Hole 13	Inspected				
Swale/OutFall-1	Inspected				
Swale/OutFall-2	Treated	Grasses & Cattails	2/12/2026		
Swale/OutFall-3	Inspected				

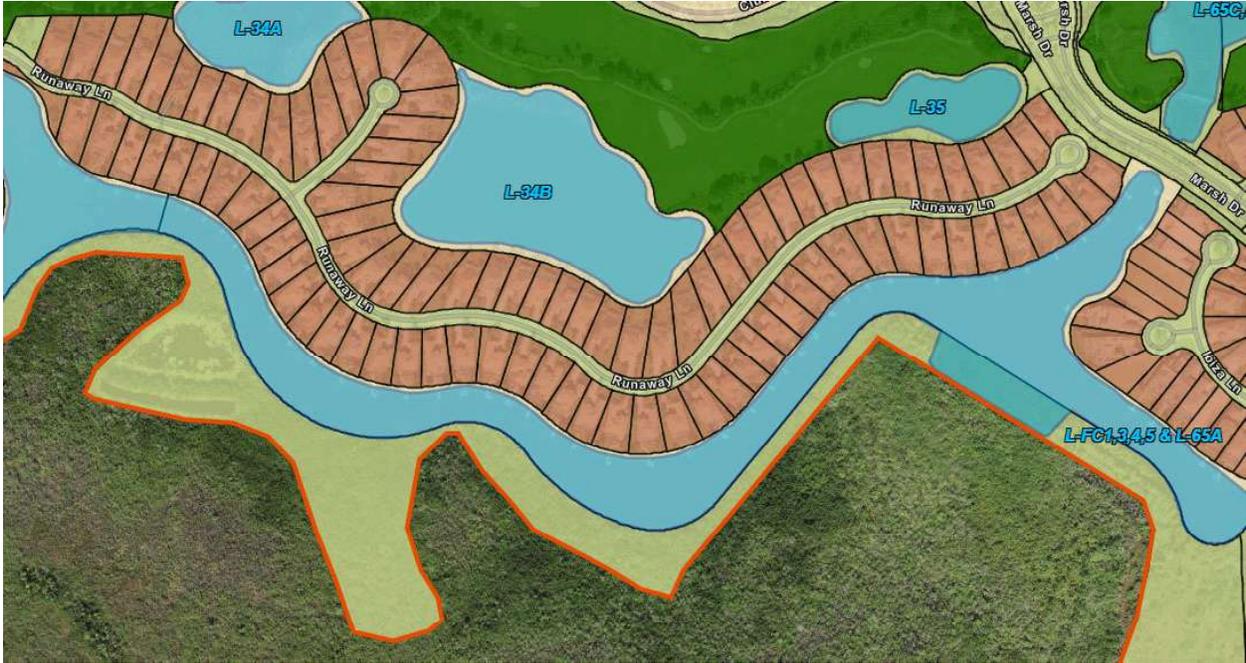
Fiddler's Creek CDD #1 Monthly Summary & Next Steps

Mostly routine maintenance. We had to spray algae in two homeowner ponds, and treated multiple issues in Lakes 50A and 50 B.

With some rainfall expected, and seeing much warmer temperatures the once dormant weed issues are beginning to pop everywhere. Our teams are aware and **will** work **diligently** to keep everything in good condition.

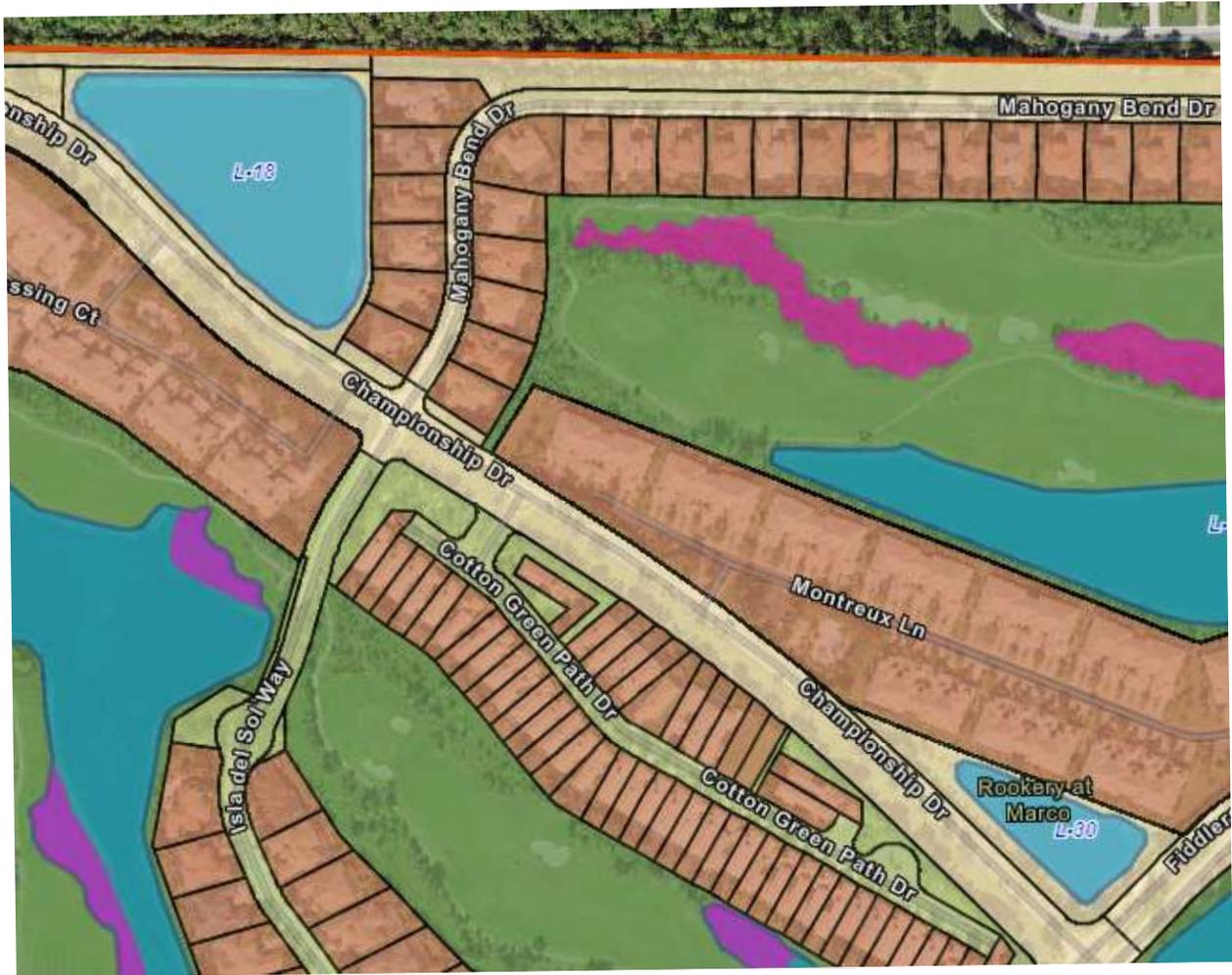
GIS Site Maps

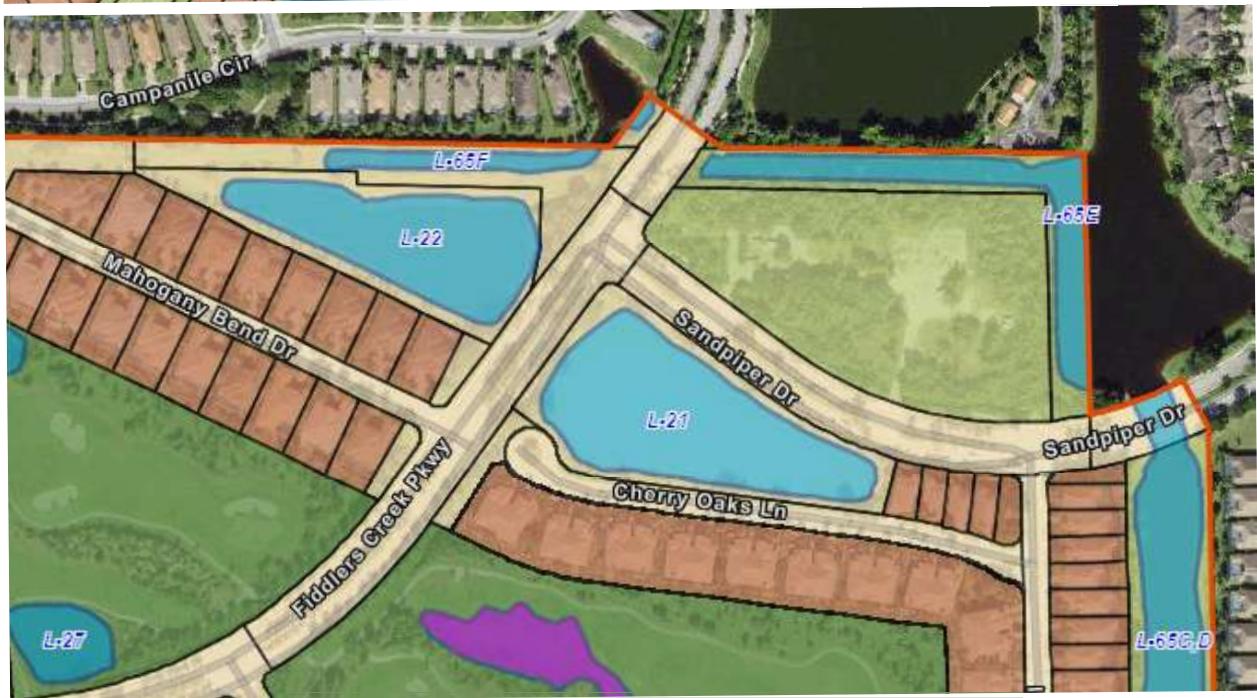






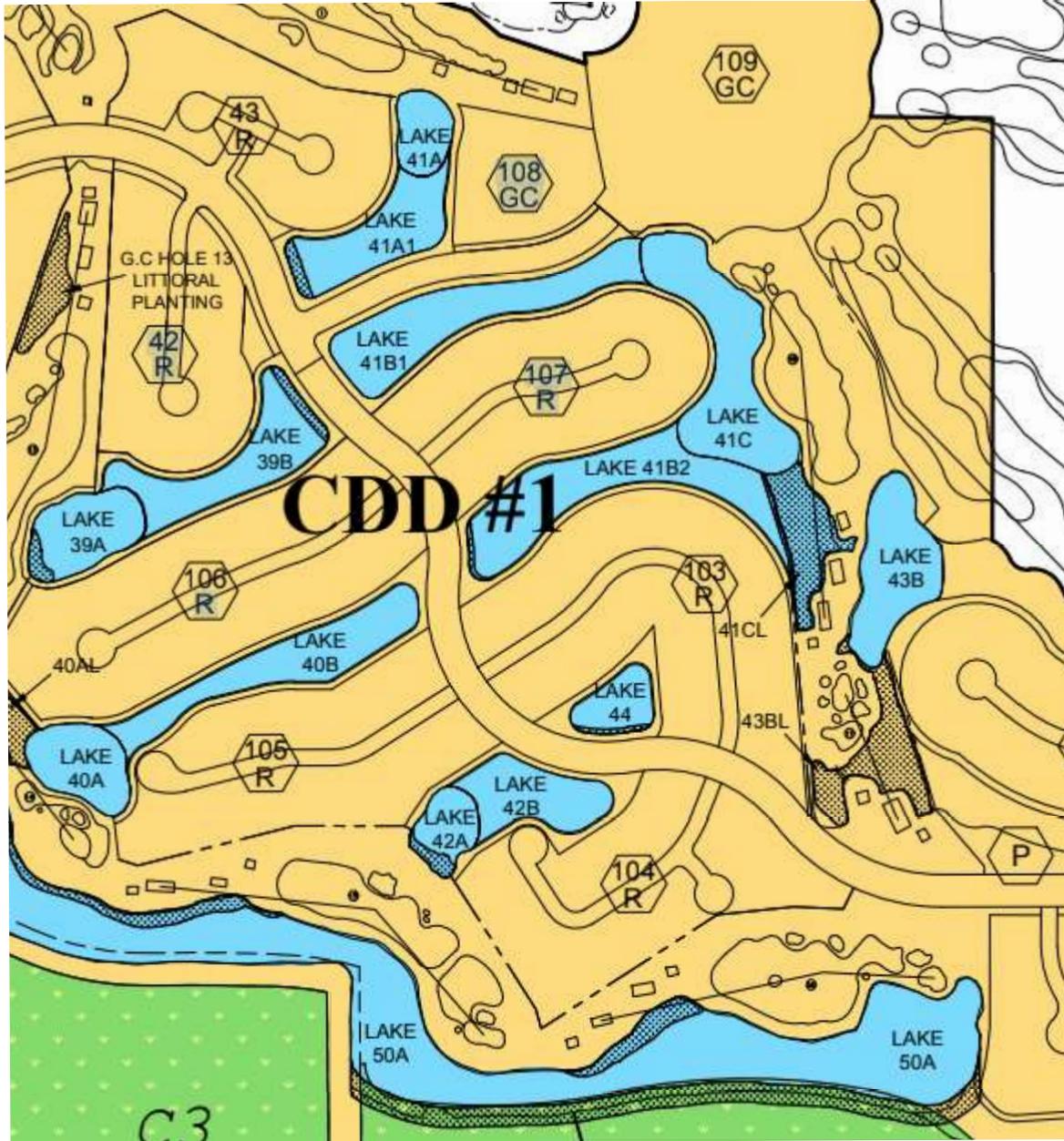


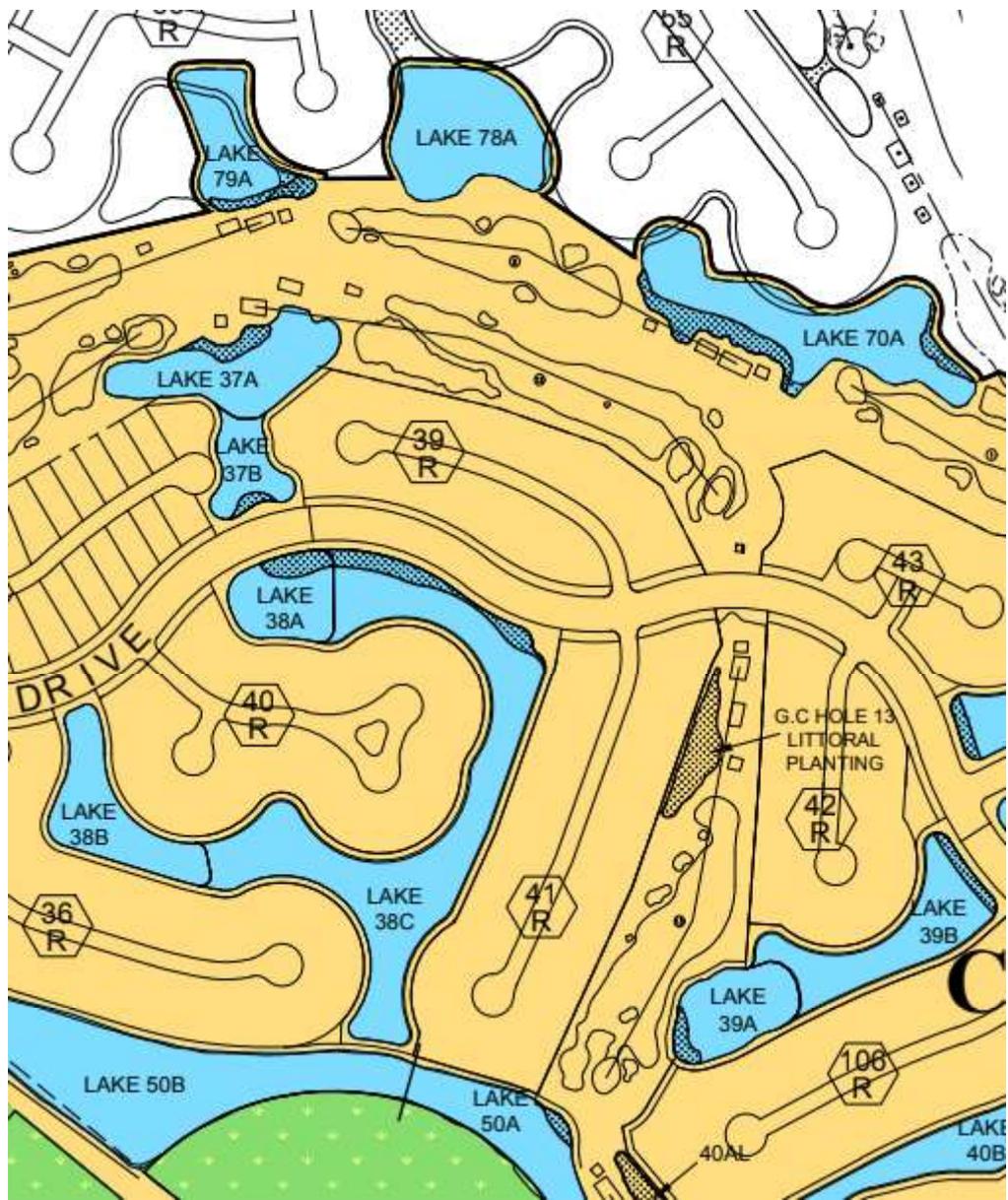


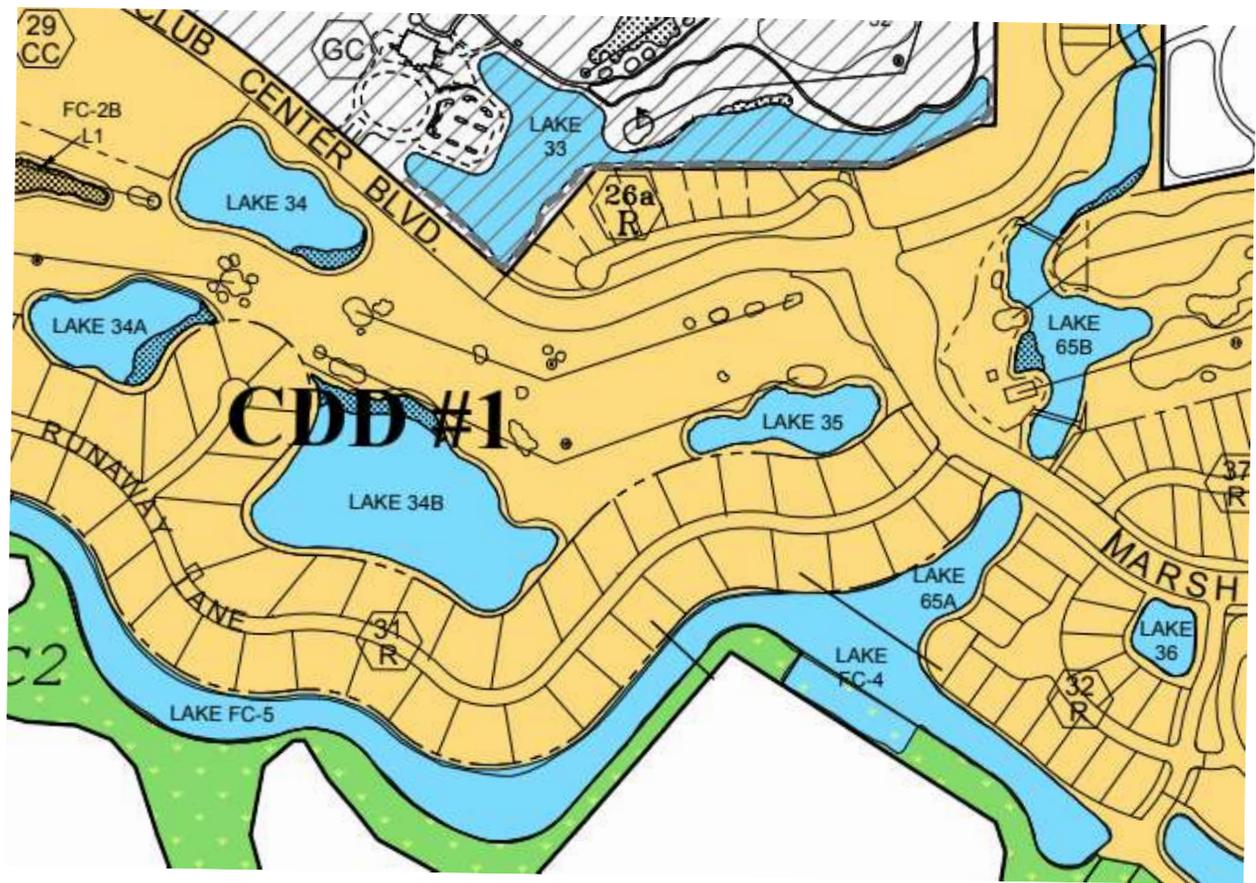


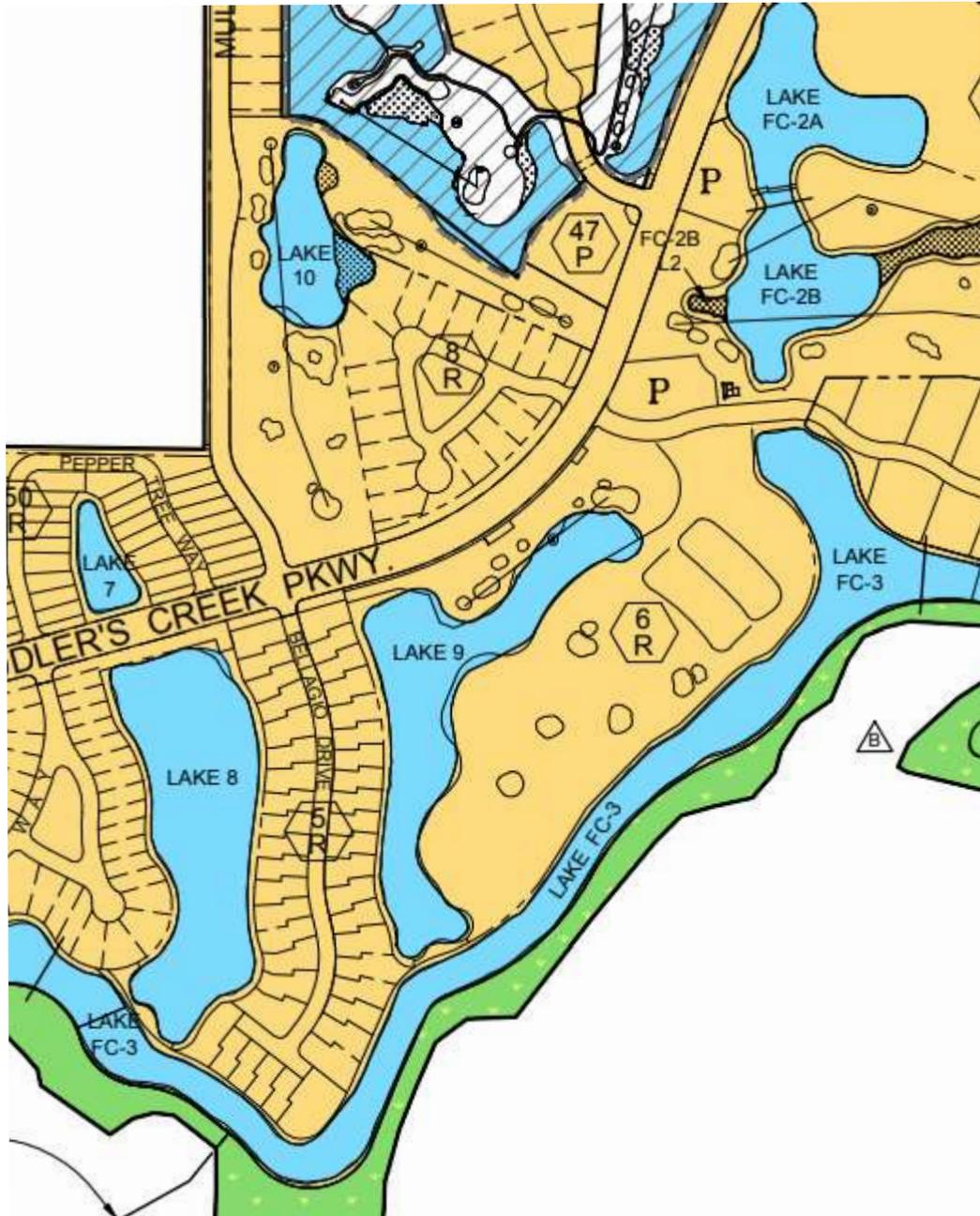


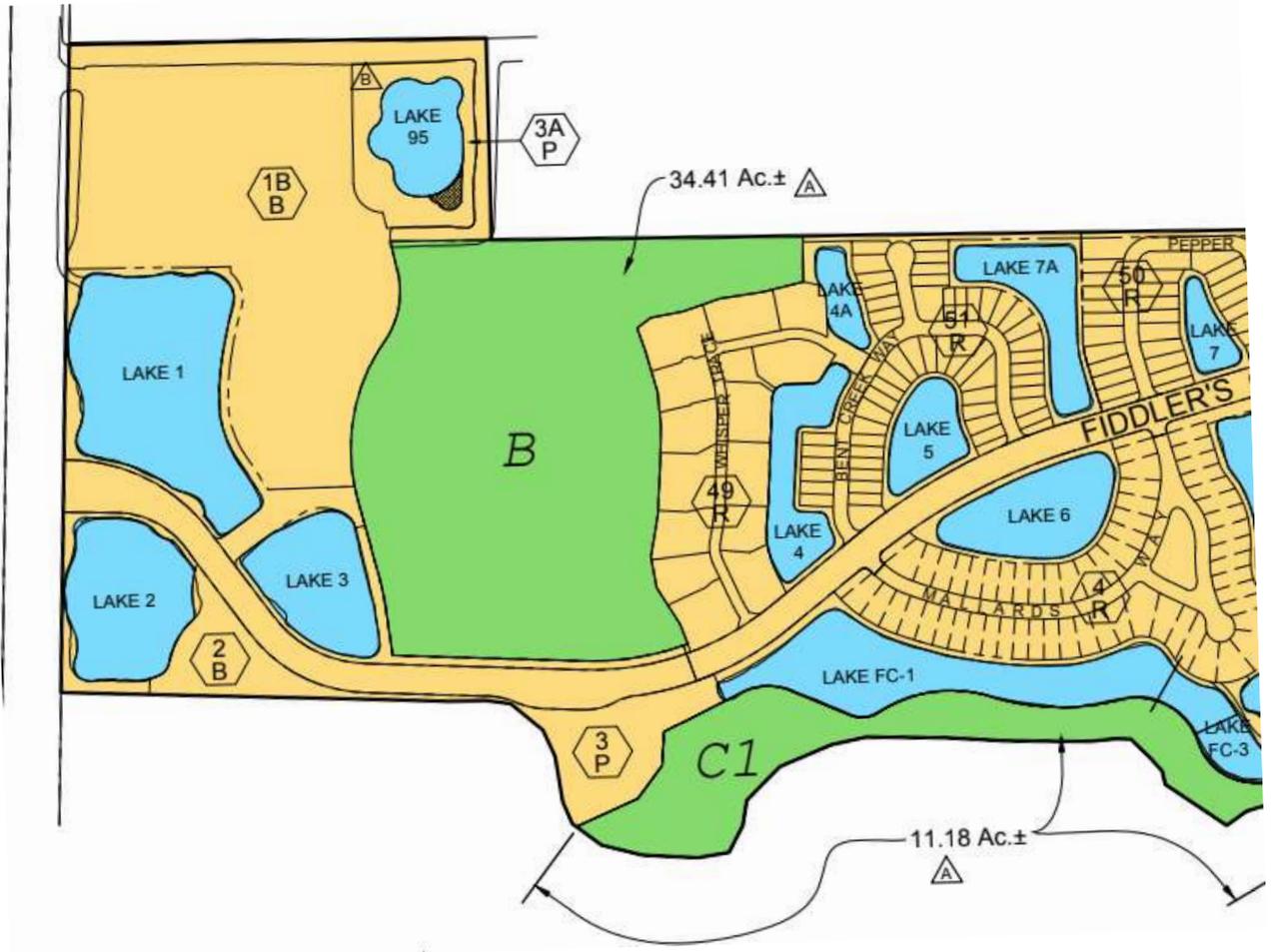
Fiddler's Creek CDD #1 Alternative Site Maps

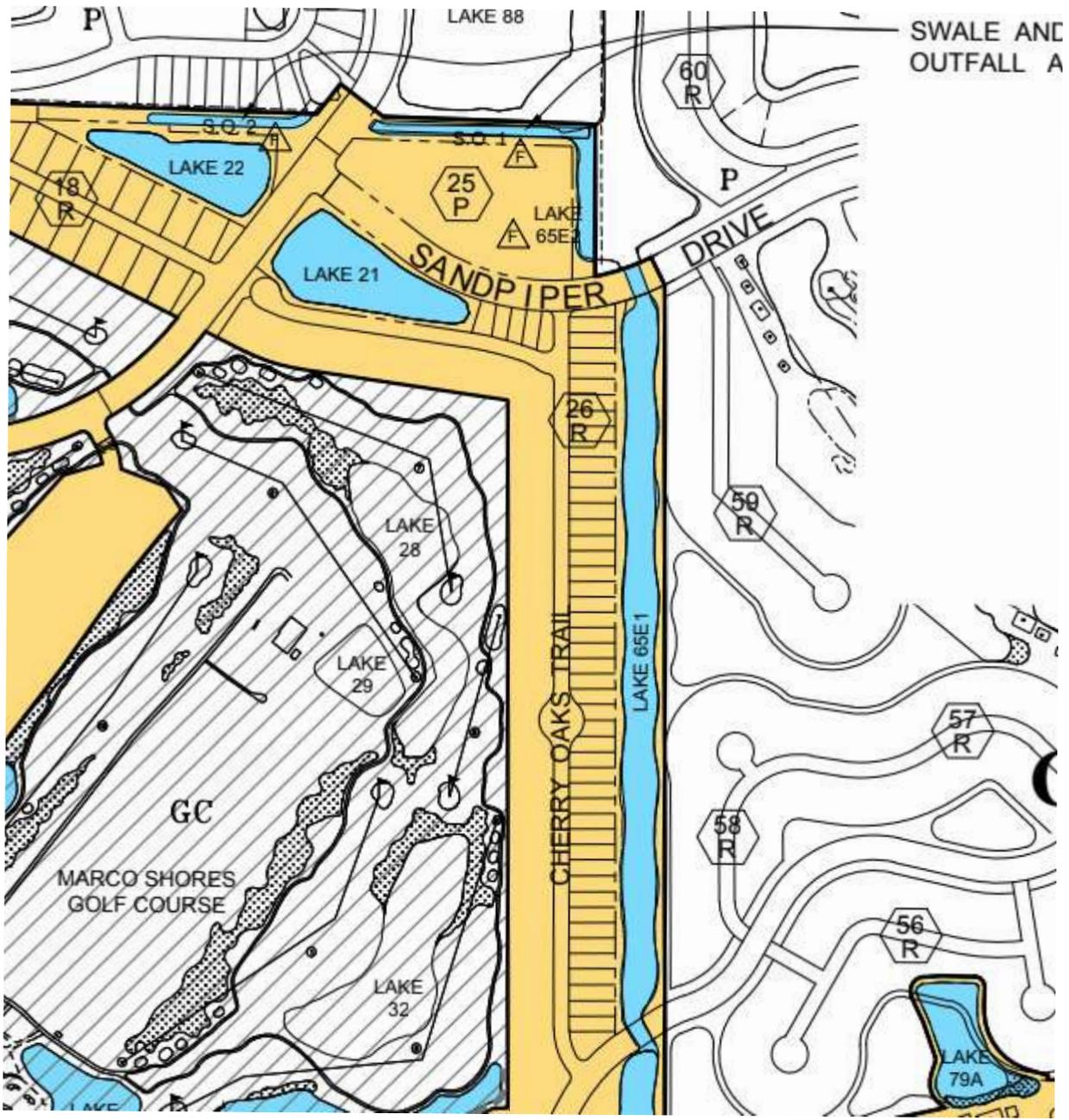


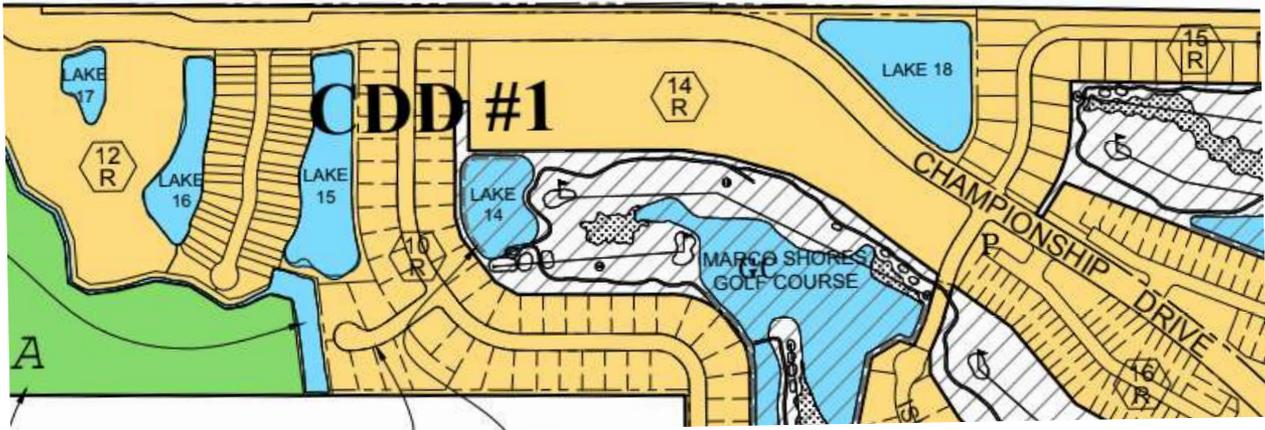












**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1**

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FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
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4A



Job: Fiddlers creek Entry Fountains

To: Fiddlers Creek Community Development District #1

Date: 2/12/2026

Quote #260212

Entry Fountains

This is basically what needs to happen in those vaults to get them back to what the original equipment design with VFD drives but without the anemometer/wind control system that dumped water to the 3" line (that was an old method) now we do it with the VFD. This system will work for any of the redesigned feature elements previously provided.



Job: Fiddlers creek Entry Fountains
 To: Fiddlers Creek Community Development District #1
 Date: 2/12/2026
 Quote #260212

Entry Fountains

New Equipment

Wilo Plad 6X6X10 PUMP	\$21,000.00
Cataphoresic coating	
Stainless Steel Impeller	
700 gpm @ 40 TDH	
20HP TEFC Motor	
Iron Horse VFD Drive washdown rated	\$6,000.00
New Filter cartridges	\$300.00
New VFD installation on Pump	\$2,340.00
New Whips & wire to motor	\$730.00
New Whips & wire to VFD	\$730.00

Labor

Remove old feature pump	
Remove old cartridge filter	
Installation general Labor	\$7,800.00
Seal leak holes in Fiberglass vault	\$800.00
Re-plumb new feature pump	\$3,400.00
GF Valve 8"	\$1,450.00
GF Valve 6"	\$1,250.00
GF Valve 3"	\$850.00

Total cost each vault \$46,650.00

2X vaults multiplier

Total cost both vaults \$93,300.00

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

4B



Job: Fiddlers creek Entry Fountains
 To: Fiddlers Creek Community Development District #1
 Date: 02/11/2026
 Quote #260211 exit fountain
Entry Fountains (Entry Side)

- Both feature pump motors are shot, one from flooding and one from being old and valved down so much. (your spending a bunch of money on electricity to make them shoot less water)
- If you want these motors to last you should have a VFD on them, that's going to save you on electricity and extend the motor life
- Filter pumps are shot, they shouldn't have put cheap new motors on them. You have no flow because the impeller and impeller shrouds are old plastic and all cracked. Those are original and way past usefulness. So im also giving you a price to replace those with a energy efficient pump and motor
- We also need to get the hose out of the vault that caused the flooding, and reconnect it to the original sump drain.

New pump motor	\$2,450.00
New seal	\$165.00
Labor and materials	\$3,000.00
Total	\$5,450.00

VFD Drive	
Iron Horse Washdown drive	
Supply and installation	\$6,000.00

MOOV Pool filter pump
 These are great little filter pimps
You wont be replacing motors on these they have built in VFD drives \$2,300.00

Reconnect sump pump to existing vault drain	
Run vault drain line closer to the lake to keep the water away from the vault <u>(possibly the reason they did the hose)</u>	\$300.00

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

5A

CDD I

FEBRUARY 2026

PRESENTED BY: RYAN HENNESSEY



FIDDLER'S
CREEK
Naples

CDD I FOUNDATION CONTRACTED RESPONSIBILITIES

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



TREE CANOPY TRIMMING

- Juniper finished trimming the palms at the entrance of Fiddler's Creek Parkway.
- Coconut palms have had their first round of trimming for the year.
- Began the sabal palms on Club Center Boulevard this week.
- Will trim the hardwoods in CDD#1 next month.

RAINFALL DATA FEBRUARY

2026

- Aviamar – 0.20”
- Veneta – 0.20”
- Championship – 0.20”
- Main – 0.20”
- Club – 0.20”
- Golf – 0.20”
- **Community Average- 0.20”**

2025

- Aviamar – 0.7”
- Veneta – 0.7”
- Championship – 0.65”
- Main – 0.7”
- Club – 0.7”
- Golf – 0.9”
- **Community Average- 0.73”**



YEARLY RAINFALL TOTALS FOR FIDDLER'S CREEK

FC Rainfall Totals 2026	
Jan	0.31
Feb	0.20
Mar	
Apr	
May	
June	
July	
Aug	
Sept	
Oct	
Nov	
Dec	
TOTAL	0.51

FC Rainfall Totals 2025	
Jan	0.23
Feb	0.73
Mar	0.28
Apr	0.28
May	2.54
June	16.88
July	7.37
Aug	9.41
Sept	13.07
Oct	3.02
Nov	0.24
Dec	0.71
TOTAL	54.76

FC Rainfall Totals 2024	
Jan	1.86
Feb	3.98
Mar	4.43
Apr	0.08
May	1.45
June	18.64
July	15.81
Aug	15.06
Sept	5.27
Oct	8.59
Nov	0.57
Dec	3.19
TOTAL	78.93



2021	2022	2023	2024	2025
54.53"	62.81"	35.91"	78.93"	54.76"

LAKE #88 MEASUREMENTS 2026

Lake #88 Measurements 2025		
DATE	MEASURE / FT	TIME
10/23/2025	2.9'	11:29am
10/31/2025	2.55'	7:26am
11/11/2025	2.3'	7:06am
11/19/2025	2.2	6:43am
11/26/2025	2.05	7:01am
12/1/2025	2.05	5:42am
12/10/2025	2.25	6:48am
12/17/2025	2.1	8:32am
12/24/2025	1.825	7:14am
12/31/2025	1.9	7:03am
Lake #88 Measurements 2026		
1/7/2026	1.85	6:53am
1/14/2026	1.75	7:07am
1/21/2026	1.725	9:20am
1/28/2026	1.55	6:40am
2/3/2026	1.525	7:55am
2/11/2026	1.5	6:52am
2/18/2026	1.4	7:20am
2/25/2026	1.25	6:32am
3/4/2026	1.3	6:34am
3/11/2026	1.18	7:33am
3/18/2026	1.1	8:03am

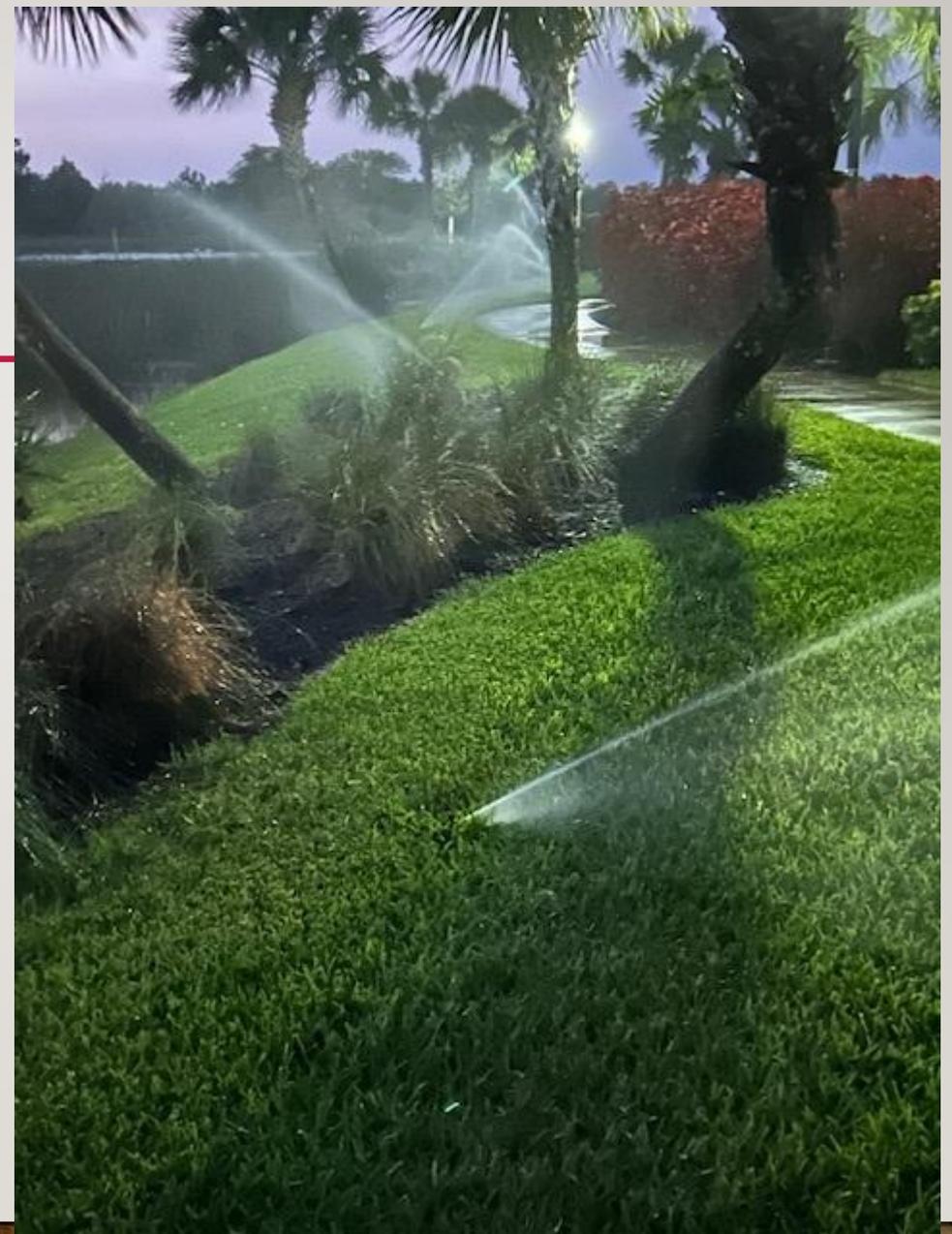


Based on the information above, our firm recommends the following:

- When a reading of 1.00' NGVD is observed, this should be treated as a "Warning" reading – the lake level readings should be tracked on a weekly basis to determine the rate of drop in the water levels.
- When a reading of 0.50' NGVD is observed, this should be treated as an "Emergency" water level – at this point the CDD should once again consider the use of County potable water to stabilize water levels.

IRRIGATION PROJECTED USAGE

- 19 Programmed Village Satellites
 - Monday, Wednesday & Saturday (9:00pm – 8:00am)
 - 12 Possible Run Cycles / 0 rain holds
 - 11 Programmed Common Satellites
 - Tuesday, Thursday & Sunday (9:00pm – 8:00am)
 - 12 Possible Run Cycles / 1 rain hold
 - Estimated February Water Usage
 - Villages: 5,397,132 Gallons
 - Common: 2,383,007 Gallons
- *February Average Runtime Percentage was from 50-60%**
- *Does not account for non-scheduled water usage such as leaks, wet checks, manual runs, battery timers, individual residential timers, and manual Toro clocks.



PUMP STATION USAGE IN FIDDLER'S CREEK 2026

- Total Water Usage in February 2025 was **53,581,414 gallons.**
- Total Water Usage in February 2026 was **50,574,070 gallons.**

HISTORICAL USAGE (2025)					
MONTH	Station #1	Station #2	Station #3	Station #4	Total Gal
January	2,153,000	19,102,800	14,504,810	12,438,435	48,199,045
February	4,206,000	20,863,800	15,132,467	13,379,147	53,581,414
March	6,718,000	26,462,300	-	29,016,464	62,196,764
April	9,243,000	30,017,200	-	32,434,343	71,694,543
May	12,718,000	28,796,800	6,232,515	24,769,580	72,516,895
June	1,164,000	14,060,500	10,317,555	13,141,155	38,683,210
July	177,000	20,915,900	13,677,720	11,182,230	45,952,850
August	147,000	18,876,000	11,104,910	13,673,750	43,801,660
September	68,000	14,564,800	12,513,860	12,548,750	39,695,410
October	159,000	24,661,200	15,721,580	12,526,560	53,068,340
November	151,000	31,336,800	17,352,890	16,364,200	65,204,890
December	124,000	26,759,930	12,374,818	15,888,600	55,147,348
					649,742,369

2026 PUMP USAGE					
MONTH	Station #1	Station #2	Station #3	Station #4	Total Gal
January	42,000	24,689,900	15,326,860	12,108,320	52,167,080
February	47,000	22,764,000	14,019,710	13,743,360	50,574,070
March					-
April					-
May					-
June					-
July					-
August					-
September					-
October					-
November					-
December					-
					102,741,150

2021	2022	2023	2024	2025
710,633,000	639,494,614	686,286,452	620,479,987	649,742,369

IRRIGATION REPORT

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



I-9 Championship & Mulberry

2/2/26- Communication issue due to satellite being without power for an unknown reason. Sent an email with map and details to Cleo Adams and Bentley Electric. Power was restored on 2/3/26.

I-28 Club Center

2/20/26- Found faceplate with no display on the satellite. Replaced faceplate at no charge since it was under warranty.

PRESSURE WASHING

Completed:

- Club Center Boulevard
- Cherry Oaks/Cranberry Crossing
- Mahogany Bend
- Sandpiper Drive

Presently Working:

- Championship Drive, then Marsh Cove





Questions?



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

5B

Safety Department Update- February 2026

DIRECTOR OF SECURITY & COMMUNITY SERVICES–
Ryan Hennessey

SAFETY MANAGER –
Richard Renaud

ENVIRONMENTAL, HEALTH & SAFETY MANAGER-
Marie Puckett



Gate Access Control

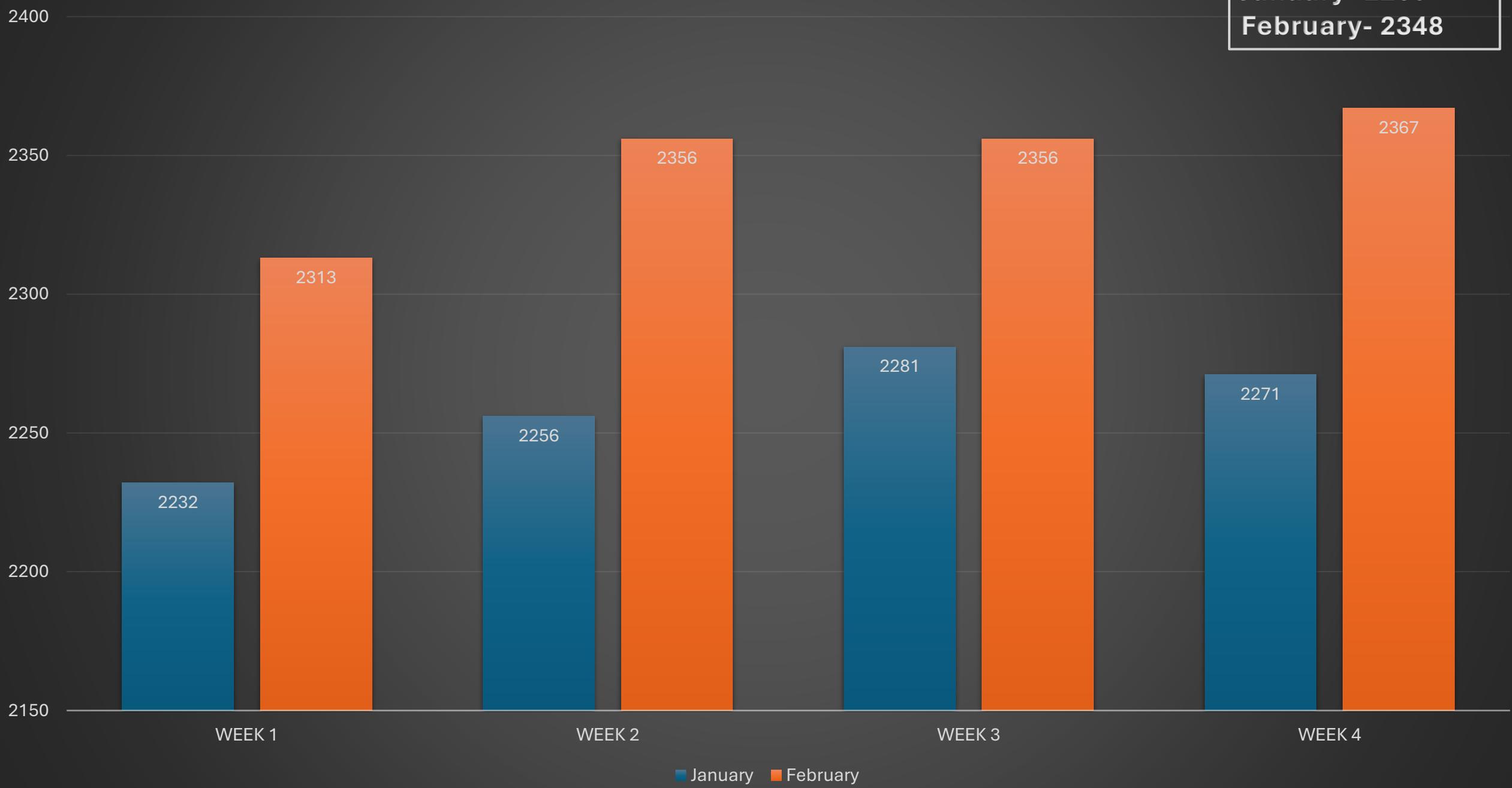
- Enter your guest information on the member's website
- Use the Fiddler's Creek mobile app to register guests
- Call the automated gate house at 239-529-4139
- IF YOU EXPERIENCE DIFFICULTY WITH ANY OF THESE, PLEASE SEND THE INFORMATION TO safety@fiddlerscreek.com, ALWAYS INCLUDE YOUR NAME AND ADDRESS.
- **Community Patrol 239-231-9878**

**WE ARE NOT FIRST RESPONDERS, ALWAYS CALL 911 FOR
AN EMERGENCY**

**THEN CALL COMMUNITY PATROL TO INFORM THEM OF THE
INCIDENT**

Occupancy Report: January - February 2026

January- 2260
February- 2348

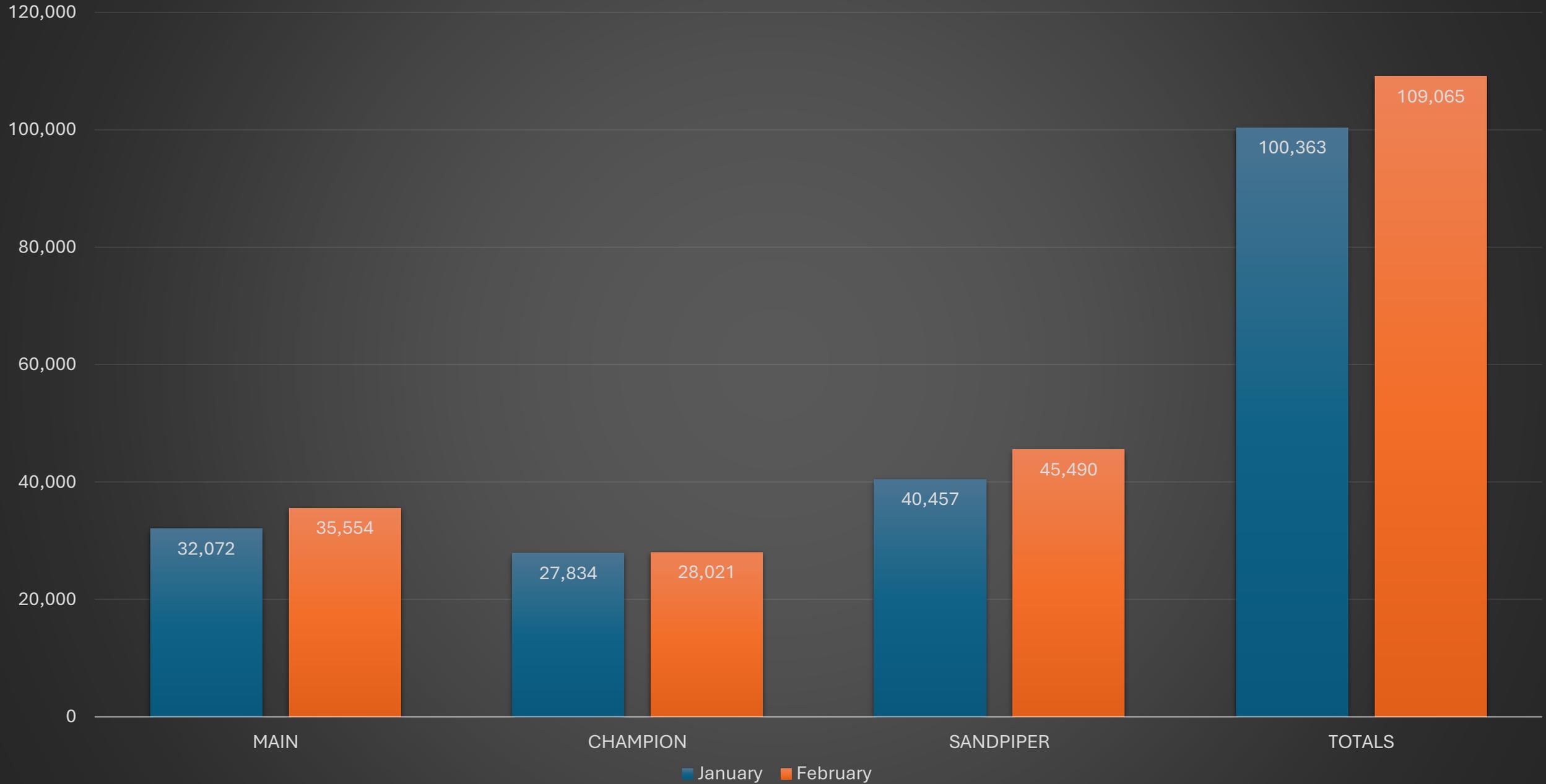


GATEHOUSES and PATROLS

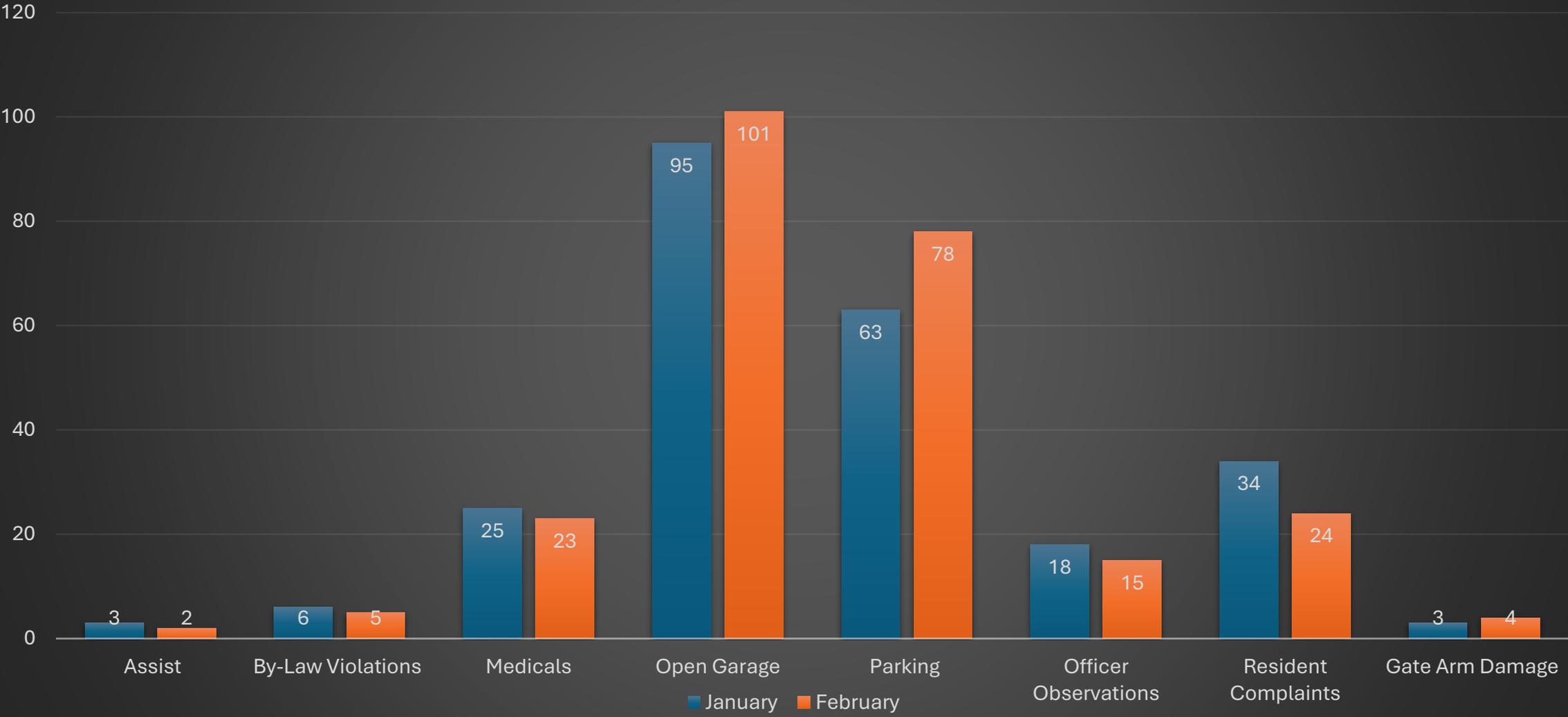
- Sandpiper, Championship, Main (24/7)
- 2+ Patrols per shift (24/7)



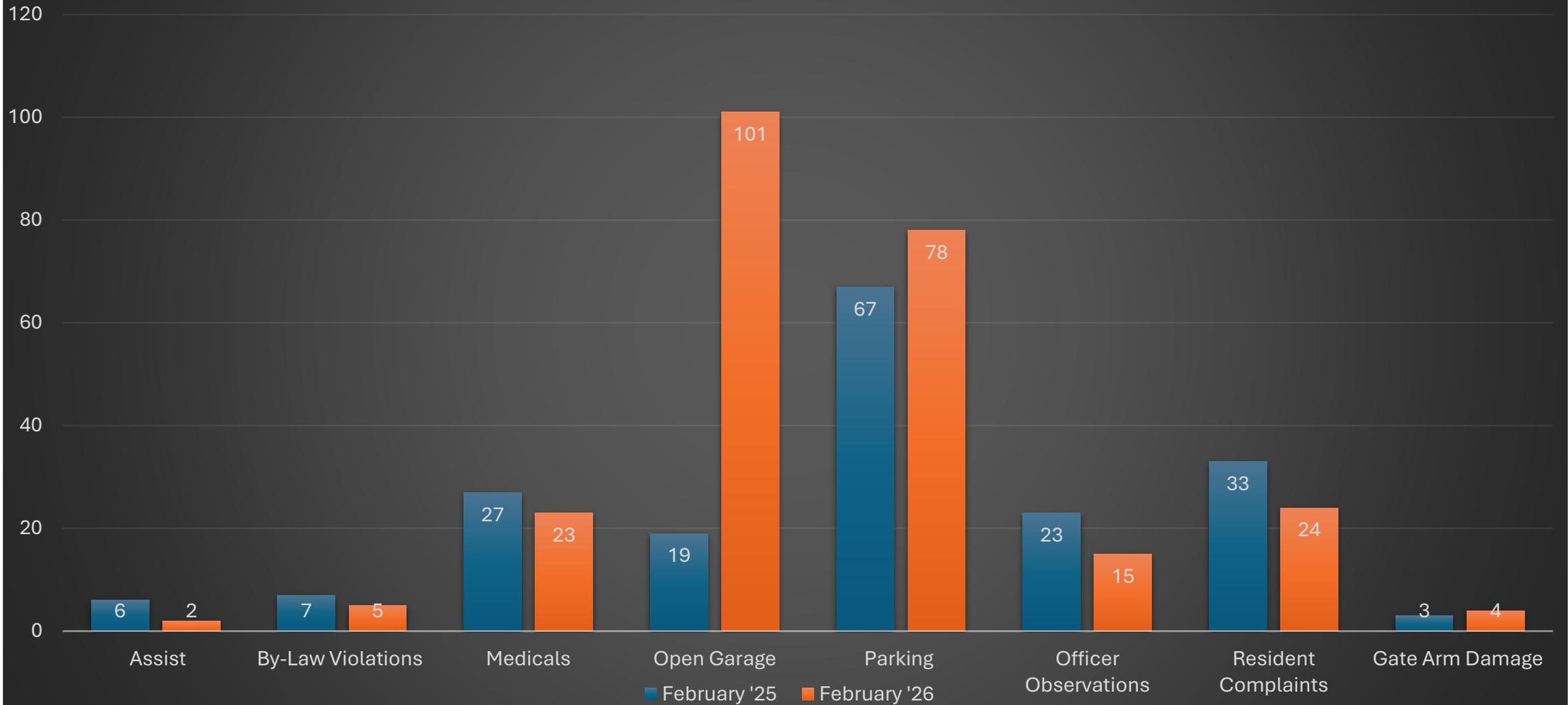
GATE HOUSE ACTIVITY: January – February 2026



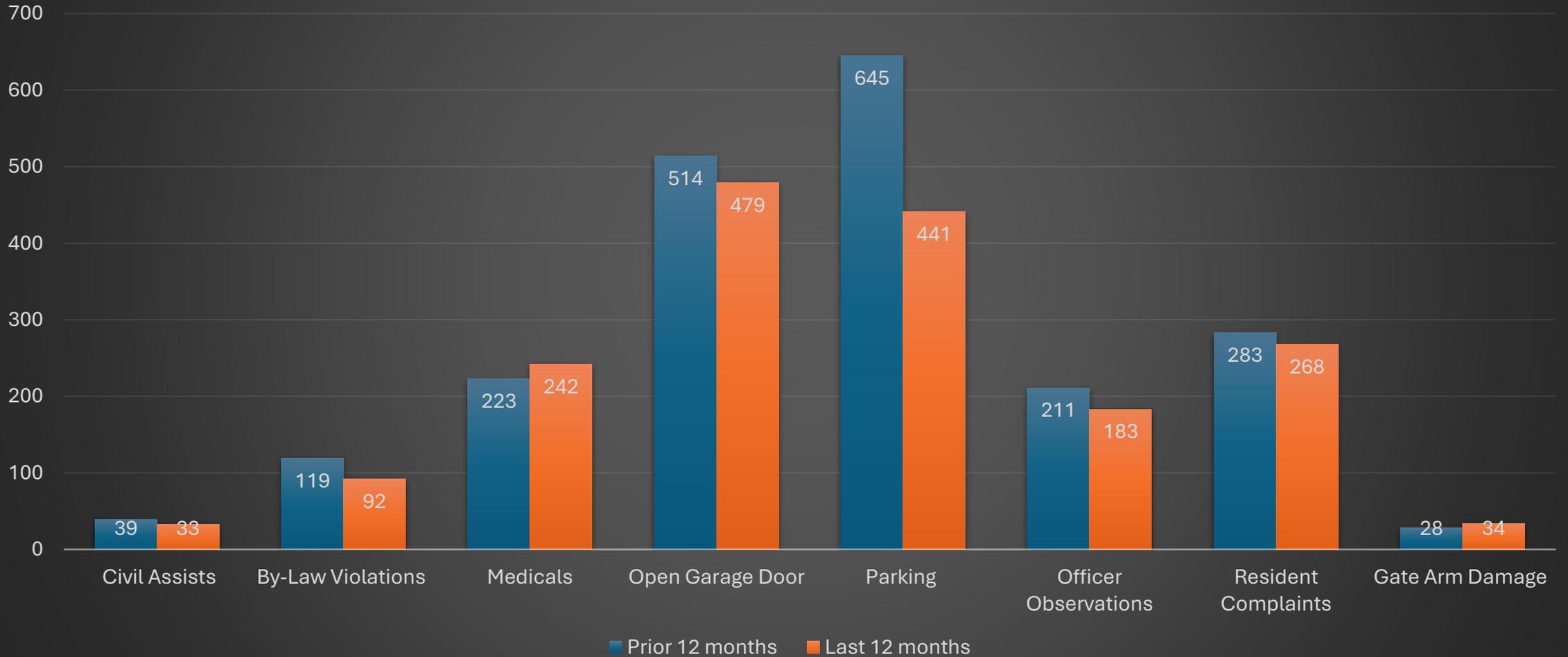
Incident Reports: January – February 2026



Incident Reports: February 2025 – February 2026



Incident Reports: Prior 12 months (3/1/24 –2/28/25) v. The last 12 months (3/1/25 – 2/28/26)

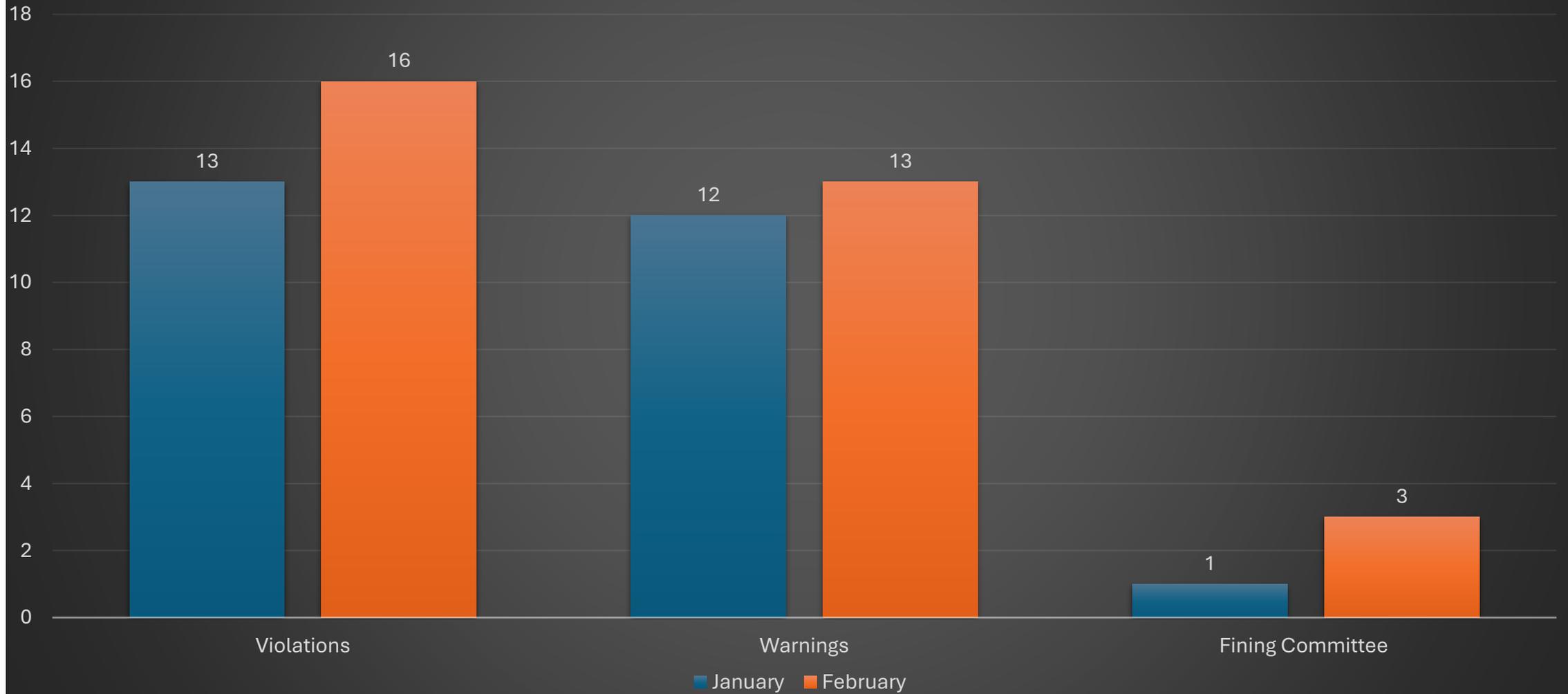


SPEED DETECTION and ENFORCEMENT

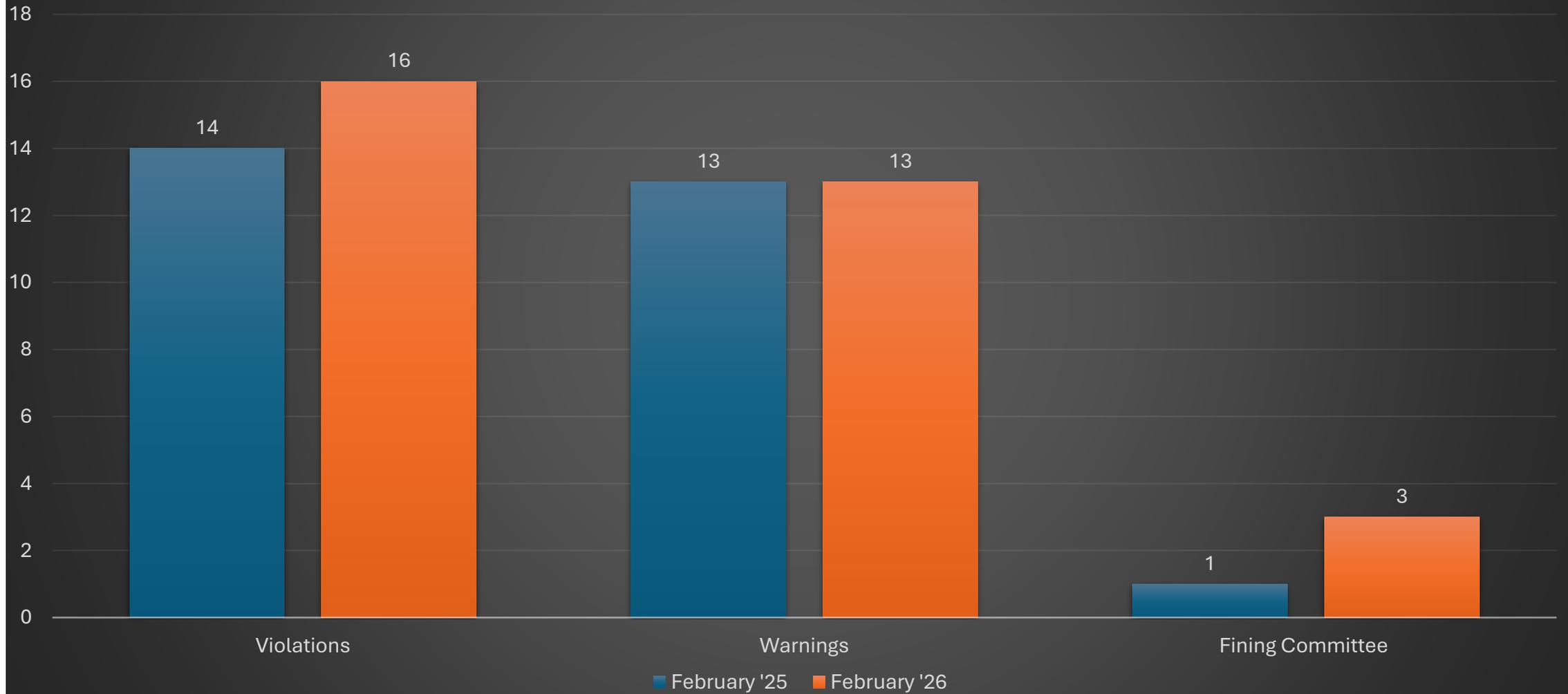
- Portable speed detection device-Traffic Hawk
- Deployed throughout Fiddler's Creek in problem areas including Championship and Marsh Drive in February
- Fixed device located on Cherry Oaks Trail



Traffic Hawk Speeding Violations: January – February 2026



Traffic Hawk Speeding Violations: February 2025- February 2026



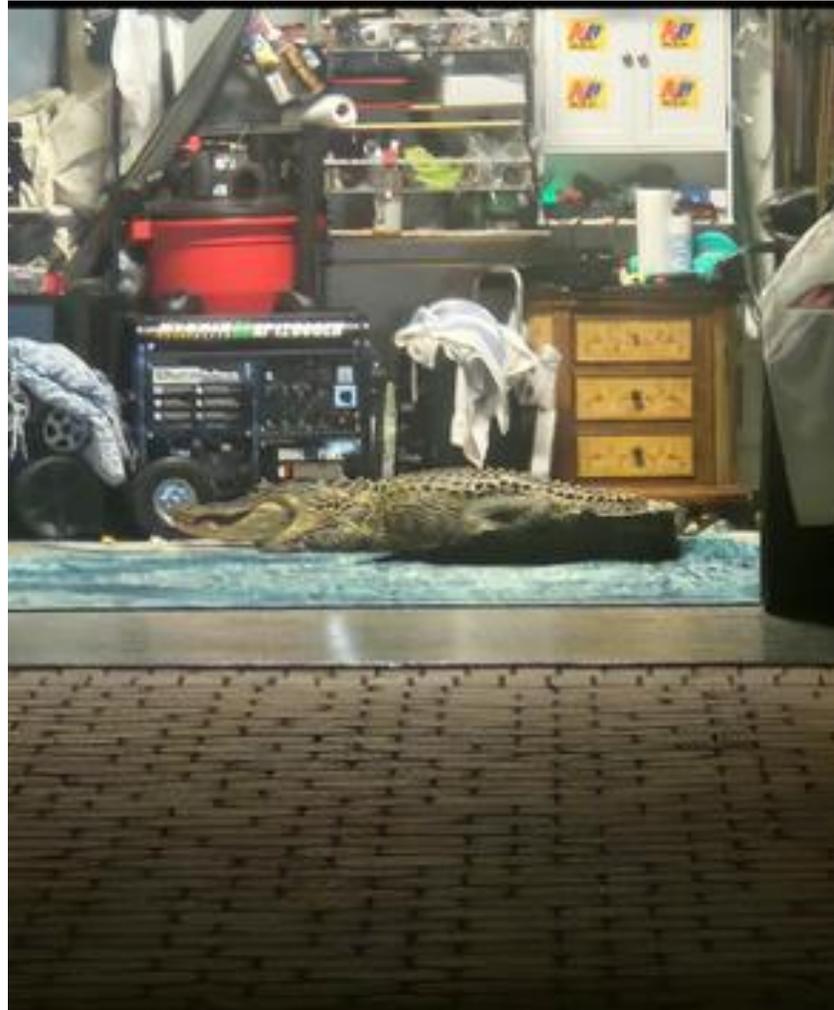
Fiddler's Creek CCSO Statistics

February 2026

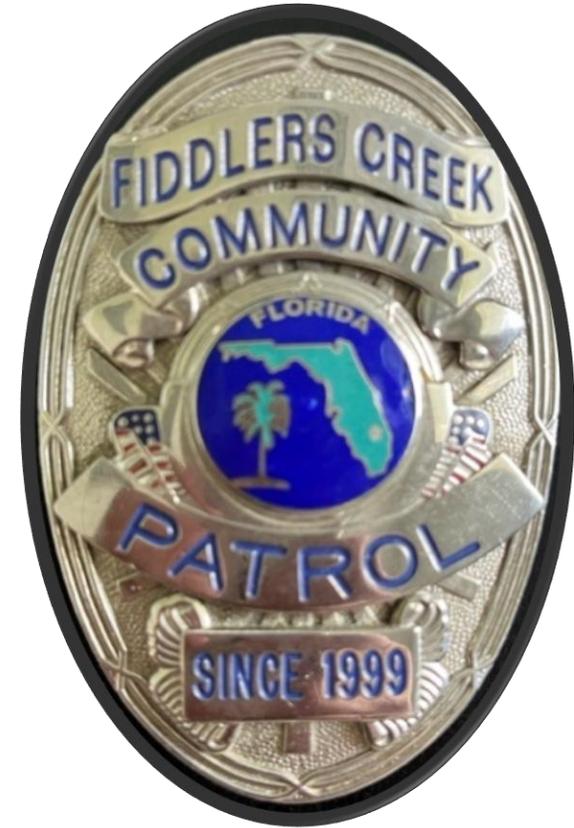


Type of call (most common)	February
Extra Patrol	54
Medical Call	23
911 Hang-ups	11
Alarms	10
Traffic Stops	9

Why keep your Garage Doors closed?



QUESTIONS?



- Thank you

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

6

CDD 1 Irrigation Action Items:

Item No. #	Date Identified	Description	Location	Status	Notes
1	Email w/ maps and slides (4/28/22) to Terry Cole and Mike Sidlovsky 9/26/24 Emailed again to Terry & Mike 11/5/24 In person Mtg w/ PP presentation (TC, MS, AH, JB) 2/24/25 Conference call (TC, MS, MB, & JB)	<u>Compromised Isolation Gate</u> <u>Valves:</u> _____ Village Connection Points and 4 Mainline Gate Valves	Along Fiddlers Creek Parkway west from Bellagio	Unresolved / In progress	Isolation valves are a vital componet to maintaining control over water flow. Isolation valves allow work to adress problems on a particular portion of the sytem without impacting other portions of the sytem. The age of the system has rendered some of these valves non-functional. An individual assesment and repair/replacement plan for the isolation vlaves is required.
2	Email w/maps and slides (6/24/22) to Terry Cole and Cleo Adams 11/5/24 In person Mtg w/ PP presentation (TC, MS, AH, JB) 2/24/25 Conference call (TC, MS, MB, & JB)	<u>Common Area Sub-main</u> <u>Cross-Connections:</u> _____ Secondary mainlines with unknown cut-offs / Cross-connection with Veneta	Mahogany Bend	Unresolved	Cut-off points need to be located and/or installed to facilitate repairs to the CDD common mainlines and not effect the portion of the system servicing the Veneta HOAs.
3	Verbal Notification to Terry Cole, Mike Barrow and Cleo Adams 2/24/25 Conference call (TC, MS, MB, & JB)	<u>Battery Timers:</u> _____ Zones controlled by battery timers Due to Faulty Wiring	Fiddler's Creek Pkwy / Runaway Ent Championship / Mahogany Bend	Unresolved	Many zones throughout CDD 1 have zones that are not controlled by a satellite and are at times running unnessesarily. Resolution of this situation is anticipated to be part of the master irrigation work to be performed.
4	Emailed to CDD from Joe on 10/9/23 2/24/25 Conference call (TC, MS, MB, & JB)	<u>110a Supply Power Breakers:</u> _____ Satellites that have no way to cut incoming 110a power	1-3 FCP@Bent Creek 1-13 Mahogany	Unresolved	Work cannot be safely performed on these satellites due to a lack of power supply cut-offs which need to be located and/or installed for these satellites. Breakers should also be installed to help protect the equipment from power surges. If not resolved sooner this situtaion is anticipated to be a part of the master irrigation system work to be performed.

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

7

Aileen Decastro-Bell

From: Cleo Adams
Sent: Monday, January 12, 2026 9:12 AM
To: Daphne Gillyard; Gianna Denofrio
Cc: Amanda Espinoza; Madison Tappa; Chuck Adams; Anthony Pires
Subject: FW: Renewal of the Irrigation Maintenance Agreements - Agenda Items
Attachments: 2022_FC_Foundation_-_CDD1_Irrigation_Maintenance_Agreement_CCD1.pdf; 2022_FC_Foundation_-_CDD2_Irrigation_Maintenance_Agreement_CDD2.pdf

Good Morning Daphne,
Please include the below email/attached in the agenda for each District/Consideration, and thanks.

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: Joe Parisi <parisiJ@gulfbay.com>
Sent: Friday, January 9, 2026 10:09 AM
To: Cleo Adams <crismondc@whhassociates.com>; Chuck Adams <adamsc@whhassociates.com>; joseph.schmitt@fiddlerscreekcdd1.net; 'elliott.miller@fiddlerscreekcdd2.net' <elliott.miller@fiddlerscreekcdd2.net>
Cc: Jeffrey DeFranco <DeFrancoJ@fiddlerscreek.com>
Subject: Renewal of the Irrigation Maintenance Agreements

RENEWAL OF IRRIGATION MAINTENANCE AGREEMENTS

All,

As you know, the Fiddler's Creek Foundation, Inc. ("Foundation") is under contract with both Community Development Districts ("Districts") to perform services to "monitor, program, operate, maintain, and repair (within the limits specified in the Agreements) the satellite field controllers within the District Irrigation System (the "Controllers")." I think we can all agree that the Foundation's staff (including our Irrigation Manager, Safety Department, EHS Manager, and our legal and engineering staff) performs services for the District Irrigation Systems far beyond simply monitoring and maintaining Controllers. Our staff provides services regarding issues arising with the District's pump stations,

irrigation / distribution line breaks, isolation valve assessments, and our current significant involvement in the future redesign of the District’s Irrigation System (to a Baseline product).

The Foundation outlined some of the costs it incurs in performing the Service noted in the Irrigation Maintenance Agreements for the District’s Irrigation System. The time spent by many of the participants (including me) goes far beyond the estimates set forth below.

We would propose that the compensation provisions of our Agreements be amended (a draft of that language is attached) consistent with the scheduled labor and expenses noted below. Let me know how we can coordinate time to discuss so that we can address our Agreements (which expired on December 31, 2025).

Proposed Modification to Compensation Provision.

3. The District agrees to annually pay the Contractor, as full and complete compensation for the performance and completion of Services, the following amounts:

3.1 For Services from January 1, 2026 to December 31, 2026: Eighty Thousand and No/100 Dollars (\$80,000.00), payable in equal quarterly installations of Twenty Thousand and No/100 Dollars (\$20,000.00) each, on or before the first day of January, April, July, and October 2026.

3.2 For Services from January 1, 2027 to December 31, 2027: Eighty-four Thousand and No/100 Dollars (\$84,000.00), payable in equal quarterly installations of Twenty-one Thousand and No/100 Dollars (\$21,000.00) each, on or before the first day of January, April, July, and October 2027.

3.3 For Services from January 1, 2028 to December 31, 2028: Eighty-eight Thousand Two Hundred and No/100 Dollars (\$88,200.00), payable in equal quarterly installations of Twenty-two Thousand Fifty and No/100 Dollars (\$22,050.00) each, on or before the first day of January, April, July, and October 2028.

Thank you,

Best regards,
Joe

Foundation Employees involved in any form with Irrigation / Benet.	Hours spent <u>per month</u> on Irrigation in any manner.	Estimated <u>Annual</u> Amount*	Equipment purchased (Depreciation) and Direct Expenses related to Irrigation.	Allocation Annually
Joseph Benet**	Full time		R&M	\$500
[Asst Mgr. -Interviewing] [Needed Position]	Full time		4-Wheel Golf Cart (Annual Depreciation)	\$5,000
Ryan Hennessey	Approx. 10 Hours	*	Supplies (unreimbursed)	\$2,800
Richard Renaud/Staff	Approx. 10 Hours	*	Golf Cart Electric (EV)	\$500
Legal	Approx. 3 Hours	*	Uniforms	\$520

Engineering/Staff	Approx. 3 Hours	*	Dues & Subscriptions	\$3,800
TOTAL (Approximate)		\$200,000	Office Supplies	\$504
*Or we can bill ala cart (pay by the hour, billed monthly)			Lease / Insurance/Equip.	\$6,360
			TOTAL (Approximate)	\$19,984.00

Contribution/Expense	2026 (with adjusted starting amount)
CDD1 Contribution	\$80,000
CDD2 Contribution	\$80,000
CDD Total Contribution	\$160,000
LABOR TOTAL	\$200,000
EXPENSE TOTAL	\$19,984
SUBTOTAL	\$219,984
Variance Subsidized by the Foundation	(\$59,984)*

Foundation is subsidizing approximately 27+ percent of the estimated Irrigation Maintenance Expenses.

*Estimated amount includes benefits for all individuals of the Foundation involved with the District’s Irrigation System. We have not identified any specific employee payroll information (for obvious reasons).

**In addition to the 45+ full-time hours / week spent on the CDD irrigation, Mr. Benet (and Assistant Irrigation Manager) spends additional time on (1) daily downloads of the Central Computer at 11am every day of the week including weekends & holidays and (2) Mr. Benet (and Assistant Irrigation Manager) is on call every weekend, and at all hours, prepared to respond if there are problems.

Joseph Livio Parisi, Esq.
As President and not individually
8156 Fiddler’s Creek Parkway
Naples, FL 34114
Office (239) 732-9400 Cell (239) 398-2140

This e-mail and any files transmitted with it originated from Joseph Livio Parisi, Esq. and may contain information that is proprietary, privileged attorney-client communications or work product. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are not authorized to read, print, copy, retain, disclose or distribute this e-mail. If you received this e-mail in error, please notify the sender immediately by e-mail or telephone at (239) 398-2140 and delete all copies of this e-mail.

SERVICE AGREEMENT
FIDDLER'S CREEK CDD 1 MAINTENANCE
Irrigation Maintenance – Fiddler's Creek Foundation, Inc.

THIS SERVICE AGREEMENT ("Agreement") is made and entered into as of the ___ day of November, 2022 by and between Fiddler's Creek Foundation, Inc., whose address is 8156 Fiddler's Creek Parkway, Naples, FL 34114 (the "Contractor") and Fiddler's Creek Community Development District #1, a community development district established pursuant to Chapter 190, Florida Statutes, with an address c/o Wrathell, Hunt and Associates, LLC, 9220 Bonita Beach Road, Suite 214, Bonita Springs, FL 34135 (the "District").

WHEREAS, the District owns, operates and maintains, and is responsible for the programming, operation, maintenance, repair, replacement and reconstruction of its irrigation water distribution systems within the boundaries of the District, as its irrigation water distribution systems currently exists, as described and depicted on the attached Exhibit "A", and as added to, modified or expanded (the "District Irrigation System"); and

WHEREAS, as described and depicted on the attached Exhibit "A", the limits of the District Irrigation System includes all District-owned facilities located within the District's rights-of-way, District irrigation easements or public utility easements including but not limited to: pumping stations, gate valves, transmission mains, valve boxes, blow off assemblies, air release valves, back flow preventers and service connections up to the point of connection within the right-of-way, irrigation easement and/or public utility easement;

WHEREAS, the responsibility for the operation and maintenance of any irrigation systems after the District-owned point of connection is that of the individual property owner, condominium association or homeowner's association, and is expressly excluded from this Agreement;

WHEREAS, the Contractor has represented to the District that: (1) the Contractor employs staff who possesses all of the necessary licenses, skill, knowledge and personnel necessary to competently perform all of the services necessary to monitor, program, operate, maintain and repair (within the limits specified in this Agreement) the satellite field controllers within the District Irrigation System (the "Controllers"), all as more fully described on the attached Exhibit "B" (the "Services"); and (2) the provisions of such Services do not require the possession of any contractor's license; and

WHEREAS, the Contractor has represented to the District that, within thirty (30) days after execution of this Agreement, it will conduct a physical inspection of the existing conditions of the District Irrigation System and within sixty (60) days after the conclusion of such inspection, will provide detailed results of such inspection in a written report.

NOW, THEREFORE, in consideration of the premises, the payment of the amount of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties, each intending to be legally bound, hereby agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The Services shall be performed in accordance with the schedule provided in Exhibit "B". The

Services shall include all labor and equipment necessary to perform the Services. The Services shall be performed safely and in a good and workmanlike manner by a qualified person retained by and designated by the Contractor (the "Irrigation Manager"), which person shall have and maintain the following minimum certifications and/or licenses: current Toro Lynx Level 2, along with trained personnel working under the supervision of the Irrigation Manager. The individual(s) retained and designated as the Irrigation Manager shall hold and possess all of the foregoing qualifications required of the Irrigation Manager and shall deliver to the District copies of the current certifications and/or licenses required to be held/possessed by the Irrigation Manager. All of the Contractor's personnel performing the Services shall be properly trained, certified and licensed (when required for the Services being performed). The Contractor shall be responsible for applying for, obtaining and paying for all permits, licenses or certifications necessary to perform the Services. The Contractor shall perform all Services in strict compliance with all applicable statutes, rules, laws, ordinances and regulations.

3. The District agrees to annually pay the Contractor, as full and complete compensation for the performance and completion of the Services the following amounts:

3.1 For Services from January 1, 2023 to December 31, 2023: Fifty-Two Thousand Five Hundred and no/100 Dollars (\$52,500.00), payable in equal quarterly installments of Thirteen Thousand One Hundred Twenty-Five and No/100 Dollars (\$13,125.00) each, on or before the first day of January, April, July and October 2023;

3.2 For Services from January 1, 2024 to December 31, 2024: Fifty-Five Thousand One Hundred Twenty-Five and no/100 Dollars (\$55,125.00), payable in equal quarterly installments of Thirteen Thousand Seven Hundred Eighty-One and 25/100 Dollars (\$13,781.25) each, on or before the first day of January, April, July and October 2024; and

3.3 For Services from January 1, 2025 to December 31, 2025: Fifty-Seven Thousand Eight Hundred Eighty-One and 24/100 Dollars (\$57,881.24), payable in equal quarterly installments of Fourteen Thousand Four Hundred Seventy and 31/100 Dollars (\$14,470.31) each, on or before the first day of January, April, July and October 2025.

4. Within three (3) business days of the date of execution of this Agreement, and prior to the commencement of the Services, the Contractor shall provide the District with Certificates of Insurance for the following: (a) Worker's Compensation – Statutory amount of coverage, noting the District as an additional insured; (b) Automobile Liability coverage; and (c) Commercial General Liability coverage providing coverage for bodily injury, property damage and personal injury, with applicable limits of liability being not less than One Million Dollars (\$1,000,000) bodily injury (each occurrence); and Two Million Dollars (\$2,000,000), in the aggregate, and noting the District as an additional insured. The Contractor shall maintain such insurance for the duration of this Agreement. The Contractor shall ensure that subcontractors, if any, who provide any part of the Services shall have and maintain the same levels of insurance as the Contractor and provide the District with Certificates of Insurance evidencing same.

Contractor shall not allow any liens arising out of the Services to be filed against the District Irrigation System or District property. If any liens shall be filed against the District Irrigation System or District property by Contractor's provision of services under this Agreement, Contractor shall cause such liens to be released, satisfied and discharged of record, or transferred to cash or surety bond in accordance with applicable law within ten (10) calendar days from the date Contractor receives notice and

confirmation that such liens have been filed or record. Contractor agrees to defend and hold District harmless from and against any liens or claims arising out of Contractor's provision of services under this Agreement.

5. This Agreement and the Services may not be assigned by the Contractor without the express prior written approval of the District, which approval may be withheld in the sole discretion of the District.

6. 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, 877-276-0889; 561-571-0013 (fax); adamsc@whhassociates.com; 2300 Glades Road, Suite 410W, Boca Raton, Florida, 33431

7. 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 Services.
- (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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the District.
- (d) Upon completion of this Agreement, 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 Services. If the Contractor transfers all public records to the District upon completion of this Agreement, 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 this Agreement, 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.

8. Unless a contract between the Contractor and any subcontractor provides otherwise, the provisions of Section 287.0585, F.S. shall apply as to late payments by the Contractor to



subcontractors.

9. The Contractor shall pay all subcontractors, sub-subcontractors, materialmen and suppliers in accordance with the provisions of Section 255.001, F.S. The Contractor shall ensure that all subcontractors shall provide written waivers and releases of lien.

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

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

12. Term; Termination

(a) This Agreement shall be for a term of three (3) years commencing on January 1, 2023 and ending on December 31, 2025, unless terminated as provided in Subsections (b), (c) or (d) of this Section.

(b) The Contractor may terminate this Agreement with or without cause by providing the District with sixty (60) days' prior written notice of termination.

(c) The District reserves the right to terminate this Agreement if any of the Services are not performed in a satisfactory manner as determined in the sole and absolute discretion of the District, and the Contractor has failed to cure any such default within seven (7) calendar days after receiving written notice thereof from the District.

(d) In addition to any other right of termination possessed by the District, the District reserves the right to terminate this Agreement in the District's sole and absolute discretion, with or without cause in accordance with this provision in whole, or from time to time in part, whenever the District shall determine that such termination is necessary. Any such termination shall be effected by delivery to the Contractor of a notice of termination, and the date upon which such termination becomes effective. In the event of termination without cause, the date of termination shall be at least thirty (30) calendar days from date of delivery of written notice to the Contractor. Upon receipt of a notice of termination under this subsection, and except as otherwise directed, the Contractor shall:

(i) Stop all Services on the date and to the extent specified in the notice of termination.

(ii) Place no further orders or subcontract for materials, services, facilities.

(iii) Terminate all orders and subcontracts.

(iv) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts.

(v) Deliver to the District waivers and releases of liens and/or satisfaction of liens, for all labor, materials and supplies provided prior to the effective date of the notice of termination.

(e) After receipt of a notice of termination, the Contractor shall submit to the District its termination claim, in satisfactory form, for such part of the Services performed up to and including the

effective date of termination. Such claim shall be submitted promptly, but no later than one (1) month from the effective date of termination unless one or more extensions in writing are granted by the District. No claim will be allowed for any expense incurred by the Contractor after the effective date of the notice of termination. If the Contractor fails to submit his termination claim within the time allowed (subject to any extensions), the Contractor shall be deemed to waive any right to any further compensation.

(f) The Contractor and the District may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination of the performance of the Services pursuant to this section; PROVIDED HOWEVER, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the Compensation set out in Paragraph 3 of this Agreement, as amended, accordingly and the Contractor shall be paid the agreed amount.

13. Notices

All notices required or desired to be given under this Agreement shall be in writing and either: (a) hand-delivered, (b) sent by certified mail, return receipt requested, or (c) sent via electronic mail, so long as notice is also provided through either method (a) or (b) as herein described. All notices shall be addressed to the party being notified as provided below or to any other address hereafter designated by any of the parties, from time to time, in writing and otherwise in the manner set forth herein for giving notice, and shall be deemed to have been given (w) when delivered, if by hand delivery, (x) when received after deposit in a U.S. Post Office or official letter box, if sent by certified mail, or (z) upon confirmation of receipt by sender if sent via electronic mail.

If to the Contractor:
Fiddler's Creek Foundation, Inc.
8156 Fiddler's Creek Parkway
Naples, FL 34114
Tel: (239) 732-9400
Fax: (239) 732-9402
Attn: Ron Albeit, General Manager
Email: albeitr@fiddlerscreek.com
With a copy to: Joseph L. Parisi, President
Email: parisij@gulfbay.com

If to the District:
Fiddler's Creek Community Development District 1
C/o Wrathell, Hunt and Associates, LLC,
9220 Bonita Beach Road, Suite 214
Bonita Springs, FL 34135
Tel: (239) 498-9020; (239) 989-2939 (M)
Fax: (561) 571-0013
Attn: Chuck Adams, District Manager

With a copy to:
Anthony P. Pires, Esq.
3200 North Tamiami Trail, Suite 200
Naples, FL 34103
Tel: (239) 649-6555
Fax: (239) 849-7342

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[Signatures Appear on Following Page.]



IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

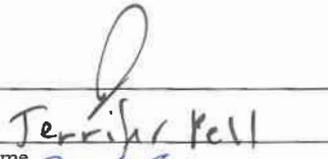
ATTEST:

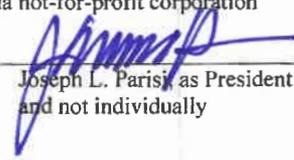
**FIDDLER'S CREEK COMMUNITY
DEVELOPMENT DISTRICT 1**



, Secretary

By: 
Print Name: Cleo Adams
Its: District Manager

Witness 
Print Name Terrill Kell

FIDDLER'S CREEK FOUNDATION, INC., a
Florida not-for-profit corporation
By: 
Joseph L. Parisi, as President
and not individually

Witness 
Print Name Hon. A. Hak

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ADDEDNUM TO SERVICE AGREEMENT

E-VERIFY

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

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

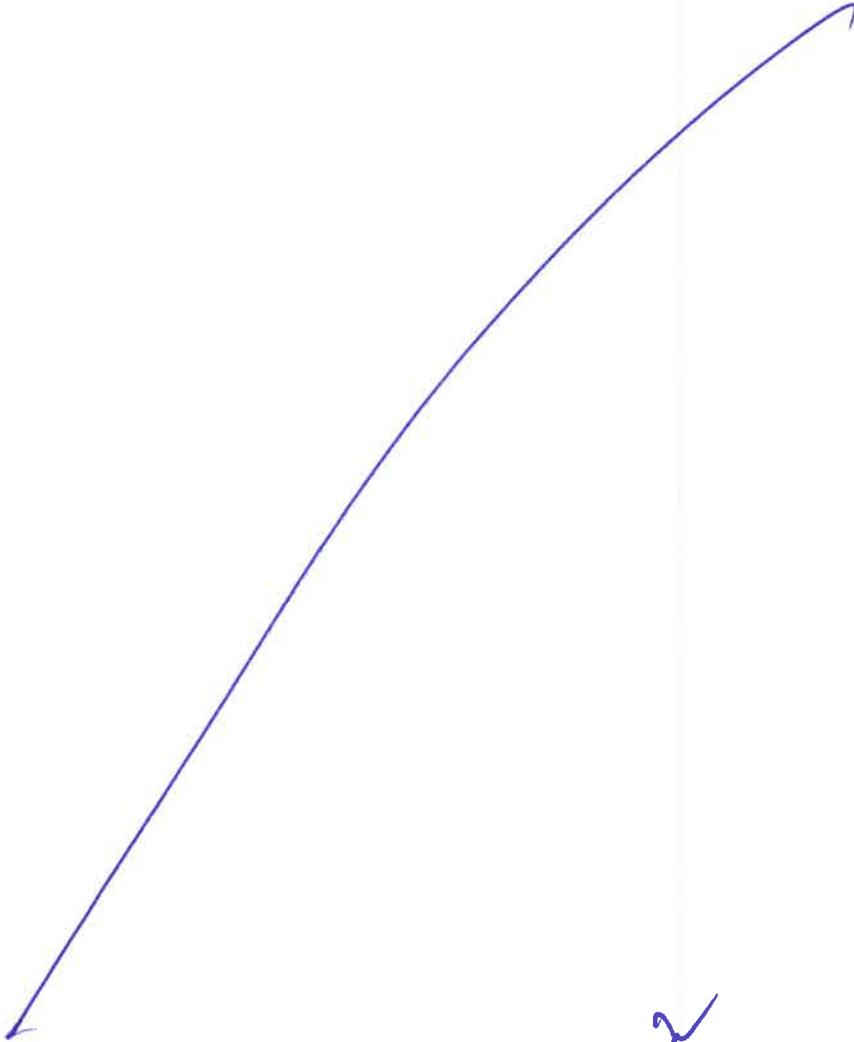
Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that CONTRACTOR knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

By entering into this Agreement, CONTRACTOR represents that no public employer has terminated a contract with CONTRACTOR under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with CONTRACTOR.



EXHIBIT "A"
District Irrigation System

[Attached]



A small, stylized blue handwritten mark or signature located to the right of the footer text.

EXHIBIT "B"

The Services
The District Irrigation System

- Daily monitoring of communication to the Controllers from central computer.
- Daily monitoring to ensure that all components in each of the Controllers within the District Irrigation System are operating properly.
- Adjusting programs and adding irrigation programs into central computer as needed.
- Troubleshooting central computer and the Controllers as needed.
- Minor Repairs:
 - References to "minor repairs" in this Exhibit "B" shall be mean repairs where costs of materials, equipment or components are not in excess of \$1,500.00 per satellite field controller or other components. As needed and required, in the reasonable judgment of the Irrigation Manager, making necessary minor repairs and adjustments to maintain the central computer and the Controllers within the District Irrigation System in good and proper working order and condition.
 - If materials, equipment or components are available and if appropriate, in the reasonable judgment of the Irrigation Manger, making minor repairs to other components of the District Irrigation System in the field.
 - The actual costs of materials, equipment and components used in such minor repairs will be billed to the District and all proper invoices therefor will be payable by the District within thirty (30) days of issuance.
- Reporting non-functioning components (other than components repaired by the Irrigation Manager) to the District
- Preparing and submitting reports to the District on status of the District Irrigation System on a monthly basis.
- Conducting a visual inspection of properties and water usage of pumps on a daily basis.
- Conducting an inventory of parts, supplies and equipment for irrigation systems as needed.
- Conducting quarterly(4/yr) inspections of all Controllers within the District Irrigation System.

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- Providing a detailed report on condition of all software, hardware, mechanical parts and equipment within the District Irrigation System prior to first anniversary date of the Agreement.
- Communicating with the District regarding the status of the District Irrigation System as needed.
- Complying with all applicable state, local, and District water restrictions and water permitting usage.
- Interpreting irrigation plans and locating irrigation isolation valves, Controllers and wiring, and updating the description of the District Irrigation System as needed
- Updating the description of the components and equipment comprising the District Irrigation System as soon as possible upon replacement, change outs, upgrades, or new installations, new components or new equipment; and delivering a copy of same to the District. Said updated written description, upon delivery to and approval by the District, shall be deemed to be appended to the Services Agreement as a revised Exhibit "A", description of the District Irrigation System.
- Training Safety Department staff in emergency responses (such as turning vales off and/or water sources) to irrigation breaks and malfunctions for immediate action when needed.
- Immediate notification to the District of emergencies, including but not limited to irrigation breaks and malfunctions, to the emergency response contact provided by the District, followed by written reports to the District.
- Immediate notification to the other governmental agencies, if required by law, rule, statute or regulation, of emergencies, including but not limited to irrigation breaks and malfunctions, followed by written reports to the District.
- Immediate notification to affected users of the District Irrigation System, of emergencies, including but not limited to irrigation breaks and malfunctions, followed by written reports to the District.



FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

8



3 / 4 / 2026

Cleo Adams
District Manager
Wrathell, Hunt and Associates, LLC
9220 Bonita Beach Rd.
Suite #214
Bonita Springs, FL 34135

Re:	Fiddler's Creek CDD #2 – Shared District Engineering Services Proposal to provide Engineering Services (the "Proposal") Proposal No. 1
------------	--

Dear Mrs. Adams:

We are pleased to submit this Proposal to provide consulting services for the above-referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between Bowman Consulting Group Ltd. ("Bowman") and the Fiddler's Creek Community Development District #2 (the "Client").

Proposal Assumptions and Project Understanding

It is our understanding that Bowman will provide consulting services to assist necessary repair efforts for the irrigation system serving the community and shared between CDD #1 and CDD #2. This proposal is intended to specify budgets for two efforts: the replacement of Pumphouse #1 and survey services pursuant to the installation of a new staff gauge for the community. The expenses to these tasks will be issued as a separate invoice from those of CDD #1 and CDD #2, then divided up and applied to each CDD by Wrathell, Hunt and Associates, the District Manager. The Scope of Services for the General Engineering Consultation task, Fee Schedule, Client Information and Terms and Conditions of this Proposal will remain the same as those enshrined in the original Agreement for Services entered into between the Fiddler's Creek Community Development District and Hole, Montes & Associates, Inc. on February 26th, 2003 and amended in May of 2020 when a new Fee Schedule was adopted and amended on December 11th, 2024 by the Amendment to Agreement for District Engineer Services when Hole Montes, Inc. was acquired by Bowman Consulting. Copies of the original agreement and amendments have been included as exhibits at the end of this proposal. This proposal will create a new Bowman job number and generate an invoice separately from the general CDD #1 and CDD #2 invoices when billed to.

Standard of Care - Services provided by Bowman under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the Bowman Quality Control Policy.

Bowman

SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and associated fees shall be as follows:

1. **Pumphouse #1 Replacement** – Prepare bid documentation for replacement of Pumphouse #1. Coordinate all phases of the bid process until final selection of bidder by Board. Construction coordination of roof repair work and replacement of internal pumps, including review of submittals, attendance to construction meetings and any necessary final inspections.
2. **Irrigation Survey Services** – Survey assistance with irrigation system-related items.

SUMMARY MATRIX

Task	Description	Fee Type	Total
1	Pumphouse #1 Replacement	T&M	\$30,000.00
2	Irrigation Survey Services	T&M	\$1,250.00
Total Estimated Fees			\$31,250.00

RETAINER - Due Upon Execution Per Terms and Conditions		
Fee Total for Calculating Retainer Amount Due:		\$0.00

**Retainer per Terms and
Conditions (20%)**

N/A

Bowman

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out source delivery (i.e. DHL, FedEx) costs.
- Fees and expenses of special consultants as authorized by the Client.
- Parking fees and mileage for employee travel by car to facilitate the project.

REPROGRAPHIC AND COURIER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- Borings for field locating existing underground utilities;
- Geotechnical Investigation;
- Cultural and Biological Investigation;
- Scour Analysis of wash crossings;
- Construction materials testing;
- Landscape design;
- Construction Management;
- Construction Staking;
- Engineer of Record Services;
- ADEQ NOI preparation or submittal;
- ADEQ SWPPP Construction Site Book
- Traffic Engineering reports;
- Jurisdictional delineation or Nationwide 404 permits;
- Legal or title analysis of property ownership or easement rights;
- Environmental assessments;
- Items not specifically delineated in Scope.



CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for Bowman, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for Bowman to perform the services described herein. By either countersigning this Proposal or verbally authorizing Bowman to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of Bowman in a timely manner and at no expense to Bowman:

- Letter of Authorization (For Agency Permits Only):
Consultant will require a "Letter of Authorization" from the Client authorizing us to perform work on their behalf. Work will not begin until this signed letter has been received by Consultant;
- Delegation of Signature:
A "Delegation of Signature" is required if the Client's representative is not listed as someone with the authority to sign and bind on behalf of the company per the Florida Department of State Division of Corporations, such as president or vice president. (This applies to the person signing this proposal, the entitlement or permitting applications, water and sewer agreements, etc.);
- Plat, if applicable;
- Architectural plans (i.e., building footprint, building elevation, utility stub-out locations) at the commencement of the project (no changes to building footprint and thus to site plan are covered under this contract);
- Water and Sewer Utility Service agreements with the City (if required);
- All fees, including application, review, impact, and other fees;
- All letters of credit, performance bonds, surety bonds or other types of guarantees or assurances made to the City, regulatory agencies, etc.;
- Title Commitment;
- Traffic Study, if required;
- Lease Agreement, Warranty Deed or Contract-To-Purchase;
- Any existing P.U.D. orders, annexation agreements, or other entitlements, orders, agreements, resolutions, etc. that may affect the design of the Project;
- Access to the property;
- Items as required by local or state agencies in relation to certification of the Project;
- Easements and Drawings/Legal Descriptions;
- Development Agreements;

Bowman

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc, Bowman will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

The above stated "original agreement and amendments" and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide service to **the Fiddler's Creek Community Development District #2**.

Sincerely,

BOWMAN CONSULTING GROUP LTD.



John C. Baker III
Senior Project Engineer

The Fiddler's Creek Community Development District #2 hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Bowman to proceed with the Project, and the undersigned represents that he or she is authorized by the Fiddler's Creek Community Development District #2 to so execute this Proposal.

By:

Title:

Date:

AGREEMENT FOR SERVICES

This agreement ("Agreement") is entered into this 26th day of February, 2003 between the Fiddler's Creek Community Development District #2 ("District"), by and through its Board of Supervisors and Hole, Montes & Associates, Inc., a Florida corporation ("Engineers"), in accordance with the scope of services and for the fees set forth below.

SCOPE OF SERVICES

The Engineer shall be the District's engineer, and in that capacity, shall perform the following:

1. General Consultation, Meetings and District Representation:
 - a) Consult with the District Board of Supervisors ("Board") and its designated representative and participate in such meetings, discussions, project site visits, workshops and hearings as may be necessary for the administration, accomplishment and fulfillment of the professional services set forth herein with regard to those projects authorized by the Board.
 - b) Consultation and representation before the South Florida Water Management District and such other public agencies and private individuals as may be necessary in connection with the interests of the District and when so directed to do so by the Board or its designated representative;
 - c) Engineers' contract administration services, including: establishing and maintaining project records, files and permitting documents; planning, scheduling, production and quality control; coordinating and invoicing management; coordinating and administrating of various professional service elements; and
 - d) Such other professional and technical services as may be requested by the Board, in accordance with generally accepted engineering practices and procedures.
2. Meetings of the Board. The Engineer shall attend regular and special meetings of the Board of Supervisors.
3. Operating and Maintenance of District Works and Facilities. The Engineer shall consult with and advise the Board, or its designated representative, on the operation and maintenance of all District Works and Facilities.
4. Landowners' Meeting: The Engineer shall attend the Landowners' Meeting and shall prepare the annual report of the District Engineer for said meeting
5. Inspection of District Works and Facilities. The Engineer shall make periodic inspections of the District's Works and Facilities, at the direction of the Board, and shall provide reports to the Board of these observations.

6. Maintenance Work. The Engineer shall recommend to the Board, such maintenance as is necessary for District Works and Facilities.
7. Annual Maintenance Budget. The Engineer shall assist in the preparation of the District's Annual Maintenance Budget.
8. Permitting. The Engineer shall prepare and submit to the appropriate regulatory agency those permit application materials needed for environmental, design and construction elements of District Works and Facilities and shall assist the District with the processing of such applications.
9. Construction Project Plans and Specifications. The Engineer shall prepare plans and specifications, contract documents, cost estimates, bid evaluations and other allied engineering work for these construction projects undertaken by the District.
10. Surveying Services. The Engineer shall provide boundary, land, topographic construction master control, construction staking and excavation quantity surveys in support of the projects and services described herein, as requested by the Board.
11. Construction Project Oversight. The Engineer shall provide project oversight services for the District on all District construction projects for which the Engineer prepared or assisted in the preparation of construction drawings and specifications, District construction projects for which a work certification or permit is required by a regulatory agency, and all other construction projects for which the Board has requested the Engineer to provide oversight services in the interest of the District ("Construction Projects"). Project oversight services shall be performed by the Engineer or by persons in the employ of and working under the direction and control of the Engineer. The performance of project oversight services may require one or more full or part-time project representative, depending upon the requirements of the Construction Project. The Engineer, or its representative, shall endeavor to protect the District against all defects and deficiencies in all Construction Projects. However the Engineer's furnishing of project oversight services does not guarantee the work of any contractor, nor represent the assumption by the Engineer of any obligation for job safety. The Engineer shall not be responsible for the enforcement of safety regulations involving any contract to the District. The Engineer shall file oversight reports with the District, as necessary, based on the length and complexity of the Construction Project, except that the Engineer shall file oversight reports at least monthly.
12. Litigation and Legal Proceedings. The Engineer shall assist the District in all litigation or legal action, or shall act as an expert witness on behalf of the District, as needed.
13. Engineering Records. The Engineer shall maintain copies of all such designs, plans, specifications, construction documents, reports, permits, correspondence, records and other data produced by the Engineer in the performance of services under this agreement. Upon the request of the District, the Engineer shall transfer duplicates of appropriate

engineering records to the District's office, and the Engineer shall be reimbursed for the cost of reproduction.

14. Additional Service. The Engineer shall provide such other additional services as may be required by the District and mutually agreed to.

INSURANCE

The Engineer shall provide the District with evidence of insurance with limits of liability not less than the following:

Workmen's Compensation	Statutory
General Liability	
Bodily Injury (including contractual)	\$2,000,000.00
Property Damage (including contractual)	\$1,000,000.00 Umbrella
Automobile Liability	
Bodily InjuryProperty Damage	\$2,000,000.00 Combined Single Limit
Professional Liability for Errors & Omissions	\$1,000,000.00

Provide Owner with certificates and thirty (30) days written notice of cancellation.

ENGINEERING SERVICES WORK AUTHORIZATION

Performance by the Engineer of the work described in paragraphs 1 through 7, of the Scope of Work shall be approved and authorized upon execution of this Agreement.

Performance by the Engineer of the work described in paragraphs 8 through 13 of the Scope of Work shall be subject to the specific approval of the Board and the issuance of an approved District Engineering Work Authorization (WA). Each WA issued shall delineate the scope of work to be performed, including that work described in the Scope of Work, that is to be performed; all work set forth in the WA shall have been established at the time the work was requested and shall not be exceeded, except with the prior written approval of the Board. The Board may increase the maximum fee set forth in a WA when the scope of work, as delineated in the WA, is changed, or when additional work must be performed which could not have been reasonably foreseen or anticipated at the time the WA was authorized and issued.

CODE AND REGULATORY COMPLIANCE

The Engineer shall prepare all documents in accordance with current, existing and applicable codes and ordinances, resolutions and laws. The District relies on the Engineer's expertise to evaluate the applicability of these codes, resolutions and laws to the designs, products, studies and decisions that are part of the Scope of Work performed by the Engineer on behalf of the District.

The Engineer shall maintain in the Engineer's office a complete, current updated library of all of the materials, technical manuals, books, memoranda, including but not limited to codes, laws and ordinances, in Engineer's possession, necessary for Engineer to provide complete, competent services to the District.

The interpretation of codes and regulations may vary within local jurisdictions and may require input from these authorities having jurisdiction over the project. During the permit processing phase, specific interpretations of these codes and resolutions may be made by local authorities that can impact the cost and/or scheduling of the Construction Project and which are largely outside the control of the Engineer, including but not limited to:

1. The application to the construction project of codes and/or after regulatory criteria not published or enacted at the time the WA between the Engineer and the District was entered into,
2. Changes in agency staff, conflict or changes in official interpretations of existing codes and regulations, or the application of a particular code or regulation to the Construction Project, made after the WA was entered into, or
3. Conflicting interpretations of agency inspectors or representatives during or after construction of the Construction Project.

In the event of the occurrence of any of the above-described interpretations, the District may not rely upon any existing contract documents as a basis for it to proceed, with any activity that will cause the District to incur costs or liability above those set forth in the Engineer's cost estimates, prior to receipt of permits or agency approvals.

ITEMS TO BE PROVIDED BY DISTRICT AT NO EXPENSE TO THE ENGINEER

The District shall:

1. Furnish, all permit and governmental inspection fees.
2. Designate a person to act as the District's representative, for the services to be performed under this Agreement, who shall have the authority to transmit instructions, receive information, interpret and define the policies and decisions of the District with respect to those materials, equipment, elements and systems pertinent to the Engineer's services,

except as limited by those special conditions for invoicing items necessary to perform the services, that are ordered or purchased by the Engineer and are furnished by the District under the section entitled "Fees to be Paid".

TIME OF PERFORMANCE

The Engineer shall provide those Professional Services described in the above Scope of Work, until terminated in accordance with the terms of this Agreement.

FEES TO BE PAID

1. Professional Services:

In consideration of the performance of the services set forth in items 1 through 14 of the Scope of Services, or for such additional services as may be agreed to in writing by both parties, the Engineer shall be compensated on the basis of a lump sum fee, for a defined Scope of Services, or on actual hours worked, in accordance with the rate table set forth on Exhibit "A", attached and entitled: "Hole, Montes & Associates, Inc. Professional Rate Code Schedule".

In addition, the Engineer shall be reimbursed for direct non-salary expenses at cost, including, but not limited to, testing of materials, and subsurface explorations, equipment rental, automobile travel, per State of Florida mileage rates, commercial air travel, long distance telephone, subsistence, printing and reproduction, plus Florida sales taxes, if applicable.

2. Litigation Support Services:

When requested by the District to assist in any litigation as an expert witness or in any other professional manner, the fee paid the Engineer for such service shall be the fee set forth in Exhibit "A", which is a reasonable fee, which need not be limited by the finding of any Court concerning the adequacy or inadequacy of the fee.

Invoices for services rendered shall be prepared monthly and submitted to the District for review and payment. The District will pay invoices in accordance with the Florida Prompt Payment Act.

All bills and invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

All bills and invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

If the Engineer is required to take action to collect past due invoices, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs, including any costs of appeal.

In no event shall the Engineer be permitted to discontinue or slow down service for any project under this agreement for any reason whatsoever, without the written approval of the District.

This contract shall be governed by the laws of the State of Florida. The venue for any actions arising out of the agreement shall be in Collier County, Florida.

If items are to be sublet, confirmed, certified or updated, the Engineer shall order the work after receiving the approval of the District. No change in the list of subcontractors submitted as part of Engineer's proposal shall be made without the prior review and approval of the District.

When the Engineer is assisting the District in the applications for permits, or other approvals, the Engineer's fee for such services will not be contingent upon final approval or denial.

PROJECT REVIEW SERVICES

When the Engineer is required to perform services on a Construction Project site that include evaluating the conditions of items such as paving, structural, architectural, building envelope, roofing, mechanical and/or electrical systems, the Engineer's services are limited to the identification of observable conditions only. Systems not visible from within the building envelope or from accessible exterior elements of the project are not part of the Engineer's observations. Review of these systems by the Engineer will occur only when specific and detailed descriptions of the system to be evaluated and the manner in which access is to be provided are detailed in the WA.

SHOP DRAWING AND SAMPLING REVIEW

When required by the District to provide shop drawing and sample review services as part of the construction administration phase of a project, the Engineer's responsibilities shall be to review the quality and quantity of materials, drawings, methods and means of construction for conformance with the design criteria required in the contract documents.

MODIFICATION TO THE TERMS OF THIS AGREEMENT

In the event District issues a Purchase Order or Memorandum or other Instrument covering the professional services described herein, it is hereby specifically agreed and understood that such Purchase Order, Memorandum or Instrument is for District internal control purposes only and any and all terms and conditions contained therein, whether printed or written, shall be of no force or effect. This contract is the entire contract between the parties and there is no modification or waiver of any of the terms and conditions herein unless agreed to in writing and signed by both parties.

ESTIMATES

Because the Engineer has no control over the cost of labor and materials, or competitive bidding and market conditions, all estimates of construction cost provided for herein are to be made on the basis of experience and qualifications. Accordingly, the Engineer does not guarantee the

accuracy of such estimates when compared with a contractors' bid or the project construction cost.

TERMINATION

This Agreement may be terminated by either party's giving of thirty (30) days advance written notice. The Engineer shall be paid the reasonable value of such services or portion of service satisfactorily completed prior to the date of termination and for any unpaid reimbursable expenses.

The District shall further have the right to unilaterally cancel this Agreement for refusal by the Engineer to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Engineer in conjunction with this Agreement.

OWNERSHIP AND USE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, electronic data files, correspondence and contracts, as instruments of service are and shall remain the property of the District whether the project for which they were made is executed or not. The Engineer shall be permitted to retain copies, including reproducible copies, of drawings, specifications, and hard copies of electronic data files for information and reference in connection with the District's use and occupancy and oversight of any project, however, all documents shall be turned over to the District, at the District's request, at no additional charge by the Engineer. In the event of termination of this agreement, the Engineer shall transmit all documents within thirty (30) days of the date of termination. The drawings and specifications may be used by the District on other construction projects, additions to the construction project, or for completion of the construction project by others, provided that the Engineer will owe no duty to or have any liability to the District as to such other projects, or for use of the Engineer's designs for purposes other than as specifically designed in the project.

MODIFICATIONS AND ADDITIONS TO EXISTING STRUCTURES

Because of the Engineer's many years of background and experience in design and construction, the Engineer is qualified to make recommendations and master designs which, in the Engineer's opinion, will meet the needs of the situation. These services will be performed to the best of the Engineer's skill and ability and commensurate with the economics of the situation.

PROHIBITION AGAINST CONTINGENCY FEES

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

ACCEPTANCE

Acceptance of this proposal shall be indicated by the signature in the space provided below of a duly authorized official of the District. One signed copy of this proposal returned to the Engineer will serve as an Agreement between the two parties and as Notice to Proceed. This contract will be binding on the parties hereto and the parties' successors and assigns and shall supersede all previous agreements.

TRUTH IN NEGOTIATION

In conformance with Section 287.055(5), Florida Statutes, a truth in negotiation certificate shall be executed by Engineers, and any contract price and any additions thereto approved by the District shall be adjusted to exclude any significant sums by which the District determines that the contract price was increased due to inaccurate, incomplete, or on-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of the completion of the project for which such services were rendered.

AUDIT

The Engineers agree that the District or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under the Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Engineers involving transactions related to the Agreement. The Engineers agree that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all services under the Agreement.

PUBLIC RECORDS

The Engineers shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the District in conjunction with the Agreement.

NONDISCRIMINATION

The Engineers covenant and agree that they shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin, or ancestry.

VERIFICATION OF EMPLOYMENT STATUS

The Engineers agree that they shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons they employ in the performance of the Agreement.

INDEMNIFICATION

The Engineers hereby agree to indemnify the District and its Agents for all claims arising solely for negligent acts, errors, or omissions of the Engineers in the performance of professional services under this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder placed their respective hand and seals the date noted above.

ATTEST:

BOARD OF SUPERVISORS OF THE
FIDDLER'S CREEK COMMUNITY
DEVELOPMENT DISTRICT #2, an
independent special district:



ATTEST:



HOLE, MONTES & ASSOCIATES, INC.





APPROVED AS TO FORM
AND SUFFICIENCY:



District Counsel

Fees

The Schedule of Fees is current and valid for one year from the date of letter of agreement.

Date: November 22, 2002

Submitted to: Fiddler's Creek Community Development District #2

Senior Principal Engineer VIII.....	\$170.00 per hour
Principal Engineer VII.....	\$150.00 per hour
Engineer VI.....	\$130.00 per hour
Engineer V.....	\$115.00 per hour
Engineer IV.....	\$100.00 per hour
Engineer III.....	\$ 90.00 per hour
Engineer II.....	\$ 80.00 per hour
Engineer I.....	\$ 65.00 per hour
Environmental Operations Specialist.....	\$ 75.00 per hour
Permitting Coordinator.....	\$ 60.00 per hour
Senior Designer.....	\$ 80.00 per hour
Designer.....	\$ 70.00 per hour
Senior Computer Technician.....	\$ 60.00 per hour
Computer Technician.....	\$ 50.00 per hour
Senior Contract Administrator.....	\$ 85.00 per hour
Contract Administrator.....	\$ 75.00 per hour
Senior Construction Field Representative.....	\$ 70.00 per hour

Construction Field Representative.....	\$ 60.00 per hour
Senior Planner.....	\$115.00 per hour
Planner.....	\$ 70.00 per hour
Principal Surveyor.....	\$120.00 per hour
Senior Surveyor.....	\$100.00 per hour
Surveyor.....	\$ 80.00 per hour
2 Man Survey Crew.....	\$ 95.00 per hour
3 Man Survey Crew.....	\$125.00 per hour
GPS Operator.....	\$ 70.00 per hour
Technician IV.....	\$ 50.00 per hour
Technician III.....	\$ 45.00 per hour
Technician II.....	\$ 40.00 per hour
Technician I.....	\$ 35.00 per hour
Subcontractors.....	Cost
Out-of-Pocket Expenses.....	Cost
Mileage.....	Per Florida Statute

171 > The raised pavement markers (RPMs) would be part of the restriping project. The RPMs
172 were positioned correctly, generally in compliance, and no reflectors were positioned near the
173 edge of the pavement.

174 ■ **Consideration of Hole Montes, Inc., Revised Professional Fee Schedule**

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

176 Mr. Cole presented the Holes Montes, Inc. (HMI) Revised Professional Fee Schedule. The
177 rates were the same as the rates Collier County recently approved for its engineering services
178 and that HMI charges when working with any governmental entity. HMI's rates had not
179 increased in many years. These rates would be in effect for Fiscal Year 2021.

180

181 **On MOTION by Ms. DiNardo and seconded by Ms. Viegas, with all in favor, the**
182 **Hole Montes, Inc., Revised Professional Fee Schedule, was approved.**



183

184

185 ■ **Consideration of Resolution 2020-10, Approving a Proposed Budget for Fiscal Year**
186 **2020/2021 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing**
187 **Transmittal, Posting and Publication Requirements; Addressing Severability; and**
188 **Providing an Effective Date**

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

190 Mr. Adams presented Resolution 2020-10. He reviewed the proposed Fiscal Year 2021
191 budget and explained line item increases and decreases compared to the Fiscal Year 2020
192 budget. Mr. Adams responded to questions about the proposed Fiscal Year budget. Further
193 changes would be made to various line items and a subsequent version, which would include
194 verbiage corrections, would be discussed in detail at the next meeting.

195

196 **On MOTION by Mr. Klug and seconded by Ms. DiNardo, with all in favor,**
197 **Resolution 2020-10, Approving a Proposed Budget for Fiscal Year 2020/2021**
198 **and Setting a Public Hearing Thereon Pursuant to Florida Law for August 26,**
199 **2020 at 10:00 a.m., at 3470 Club Center Boulevard, Naples, Florida 34114, with**
200 **the option to conduct the meeting remotely, via media technology,**
201 **teleconference, and/or telephone, if the Governor's Executive Orders are**
202 **extended; Addressing Transmittal, Posting and Publication Requirements;**
203 **Addressing Severability; and Providing an Effective Date, was adopted.**

204

205

206 **FOURTH ORDER OF BUSINESS**

Health, Safety and Environment (HS&E)
Report

207

Terry Cole

From: Terry Cole
Sent: Tuesday, May 19, 2020 2:03 PM
To: Chuck Adams (adamsc@whhassociates.com)
Cc: Tobi Charbonneau
Subject: RE: Fiddler's Creek CDD #2 - 5/27/20 meeting agenda item
Attachments: Proposed Revised Professional Fee Schedule - CDD #2.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Chuck,

It is requested that you add the attached proposed revised professional fee schedule to the agenda for next week's meeting.

thanks,

W. Terry Cole, P.E.
District Engineer, Fiddler's Creek - CDD #1 and CDD #2
HOLE MONTES, INC.
950 Encore Way
Naples, FL 34110

Telephone (239) 254-2024
Fax (239) 254-2099
Email: terrycole@hmeng.com



May 19, 2020

Chuck Adams
WRATHELL, HUNT AND ASSOCIATES, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

RE: FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2
REVISED PROFESSIONAL FEE SCHEDULE
HM FILE NO. 2002036/C/11

Dear Mr. Adams:

I am enclosing an updated Professional Fee Schedule for the referenced project for your approval. It is requested that this new Schedule be considered for approval at the next CDD Meeting and used starting in FY 2021. Since Fiddler's Creek Community Development District #2 is a governmental entity, as we have previously done, we propose to use the same rates as our current Collier County Professional Services Contract which is enclosed for reference. The contract was updated by Collier County on February 25, 2020. The updated Fee Schedule will supersede the previous Schedule of February 2017.

Below I have listed some of the specific categories with the individuals most likely to work on the project. Please note that individuals not listed may from time to time work on the project.

CATEGORY	INDIVIDUAL	2017 RATE	2021 RATE	PERCENTAGE OF INCREASE OVER 4 YEARS
Sr. Project Manager	W. Terry Cole	\$172	\$201	16.9%
Sr. Project Manager	Barry Jones	\$172	\$201	16.9%
Engineer	Luis Aguiar	\$123	\$136	10.6%
Senior Designer	Amber Jerguson	\$114	\$128	12.3%
Senior Inspector	Mike Roddis	\$96	\$117	21.8%
Senior Technician	Tobi Charbonneau	\$85	\$102	20.0%

Should you have any questions or require additional information, please feel free to contact me.

Very truly yours,

HOLE MONTES, INC.

A handwritten signature in cursive script, appearing to read "W. Terry Cole".

W. Terry Cole, P.E.
Vice President/Principal

WTC:sp

SCHEDULE B - ATTACHMENT 1
RATE SCHEDULE

Title	Hourly Rate
Principal	\$238
Senior Project Manager	\$201
Project Manager	\$165
Senior Engineer	\$175
Engineer	\$136
Senior Inspector	\$117
Inspector	\$96
Senior Planner	\$164
Planner	\$130
Senior Designer	\$128
Designer	\$109
Environmental Specialist	\$120
Senior Environmental Specialist	\$156
Scientist/Geologist	\$115
Senior Scientist/Geologist	\$156
Marine Biologist/Hydrogeologist	\$133
Senior Marine Biologist/Hydrogeologist	\$169
Senior GIS Specialist	\$149
GIS Specialist	\$114
Clerical/Administrative	\$73
Senior Technician	\$102
Technician	\$83
Surveyor and Mapper	\$142
CADD Technician	\$95
Survey Crew - 2 man	\$152
Survey Crew - 3 man	\$185
Survey Crew - 4 man	\$218
Senior Architect	\$177
Architect	\$148

The above hourly rates are applicable to Time and Materials task(s) only. The above list may not be all inclusive. Hourly rates for additional categories required to provide particular project services shall be mutually agreed upon by the County and firm, in writing, on a project by project basis, as needed, and will be set forth in the Work Order agreed upon by the parties.

Grant Funded: The above hourly rates are for purposes of providing estimate(s), as required by the grantor agency.

**AMENDMENT TO AGREEMENT FOR SERVICES
[DISTRICT ENGINEER]**

THIS AMENDMENT to that certain Agreement For Services ("Agreement") dated the 26TH day of February, 2003 ("Agreement"), by and between the FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2, a community development district established pursuant to Ch. 190, F.S. ("District") and Bowman Gulf Coast LLC dba Hole Montes, A Bowman Company ("Engineer"), collectively the "Parties."

WHEREAS, on the 26TH day of February, 2003 the District and the Engineer entered into the Agreement for surveying, engineering and mapping services ("Agreement"); and,

WHEREAS, on the date the Agreement was executed, the Engineer's business entity name was Hole Montes, Inc., with a Federal Tax ID Number of 59-1518838; and,

WHEREAS, after execution of the Agreement, Hole Montes, Inc. was acquired by Bowman Gulf Coast LLC, and began operating as Bowman Gulf Coast LLC dba Hole Montes, a Bowman Company, with a Federal Tax ID Number of 92-2421024; and,

WHEREAS, District and Engineer desire to enter into this Amendment to continue their Agreement under the Engineer's new business name.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Engineer conducting business as Bowman Gulf Coast LLC dba Hole Montes, a

Bowman Company, shall be bound by and continue to supply such services in accordance with the terms, conditions and specifications of the Agreement, including appendices, amendments and task authorizations.

2. The Agreement is further amended by incorporating and adding therein, the additional terms and conditions contained in the attached **Exhibit "B"**.

3. This Amendment is effective upon the full execution by both Parties.

IN WITNESS WHEREOF, this Amendment to the Agreement has been signed and sealed, by the respective parties hereto.

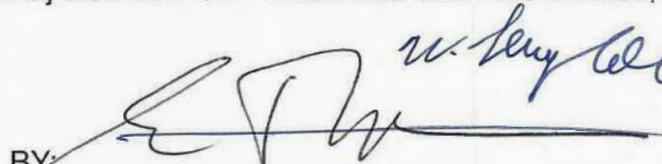
DATED this 11th day of December 2024, by the Board of Supervisors of the District.

BY: 
Chair/Vice Chair

DATED this 11th day of December 2024 by Bowman Gulf Coast LLC dba Hole Montes, a Bowman Company.

ATTEST:


(Witness)

BY:  *W. Terry Cole*
Authorized Signature *W. Terry Cole*
~~ELLIOT MILLER~~
Authorized Signature Printed Name
CHAIRMAN Department
Authorized Signature Title *Executive*

CORPORATE SEAL:

EXHIBIT "B"
TO
AMENDMENT TO AGREEMENT FOR SERVICES
[DISTRICT ENGINEER]

1. E-VERIFY

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

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

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that Engineer knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

By entering into this Agreement, Engineer represents that no public employer has terminated a contract with Engineer under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with Engineer.

2. PUBLIC RECORDS

During the term of the Agreement, Engineer shall comply with the Florida Public Records Law. Engineer shall do the following: (1) keep and maintain public records required by the District in order to perform the Work; (2) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Engineer does not transfer the records to the District; (4) Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Engineer or keep and maintain public records required by the District to perform the service. If Engineer transfers all public records to the District upon completion of the

Agreement, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Engineer keep and maintain public records upon completion of the Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE ENGINEER OUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, ENGINEER WILL CONTACT THE DISTRICT CUSTODIAN OF RECORDS,

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

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT
#1

9

Made in Rio, Inc.

GENERAL CONTRACTORS
CGC-059615

PROPOSAL- REVISED 03-11-2026

To: Mr. Jonathan Walsh
Re: Fiddler's Creek Entrance Renovation
Address: 8156 Fiddler's Creek Pkwy
Naples, FL 34114

Date: October 27, 2025
Office: 239-277-0210

JOB NAME	JOB NUMBER	JOB ADDRESS
Fiddler's Creek Entrance Renovation	25-075	8156 Fiddler's Creek Pkwy Naples, Florida 34114

All work to be performed in accordance with good building practice and completed in a workmanlike manner for the sum of:	
One Hundred-Ninety Thousand Dollars and 00/100	\$190,000.00

Made in Rio, Inc hereby proposes to furnish Material & Labor for **8156 Fiddler's Creek Parkway Naples, Florida 34114 North and South Pavilions and North and South Towers**, based on photos and site inspection and is subject to the following scope of work and qualifications.

I. RENOVATION OF NORTH AND SOUTH SIDE FIDDLER'S CREEK PARKWAY PAVILLION:

- A. Demolition of approximately 110/LF of 18" x 2" Inside and Outside Crown Molding
- B. Demolition of Twenty-four (24) Precast Columns
- C. Demolition of approximately Ninety-six (96)/LF 8" x 3" Upper Column Cap Trim
- D. Supply and install approximately 110/LF of New Pre-cast 18" x 2" Inside and Outside Crown Molding
- E. Supply and install Twenty-four (24) New Pre-cast Columns
- F. Supply and install Ninety-six (96)/LF 8" x 3" Upper Column Cap Trim
- G. Power wash both North and South Side Pavilions
- H. Paint both North and South side Pavilions

II. RENOVATION OF NORTH AND SOUTH SIDE FIDDLER'S CREEK PARKWAY TOWERS:

- A. Demolition of Sixteen (16) 16" Round Spheres
- B. Demolition of Four (4) Wet Deck Roof areas
- C. Form and pour New Wet Deck Roof Areas ensuring Roof area is sloped for water runoff
- D. Includes Waterproofing of New Wet Deck Roof Areas
- E. Inspect existing steel columns for damage and rust
 - 1. Remove rust areas, primer and paint
 - 2. Structural damage to steel columns will require additional engineering fees and repair costs

Made in Rio, Inc.

GENERAL CONTRACTORS
CGC-059615

- F. Includes sand blasting of Four (4) Towers to remove heavy stains
- G. Includes power washing of Four (4) Towers
- H. Includes tying back landscaping where need to preform work needed on Towers
 - 1. Every effort will be made to protect landscaping
- I. Includes painting of Four Towers.
 - 1. Color to be supplied by owner

*** Once the existing precast moulding and trim are removed from the column towers, we will be able to assess The underlying conditions of the Towers. Any Unforeseen conditions discovered at that time may require additional Work and may result in additional charges***

EXCLUSIONS:

- Permitting / Fees
- Drawings / Engineering
- Landscaping/Irrigation
- Performance / Payment Bond
- Electric Work
- Any Work that is Not Listed Above

QUALIFICATIONS:

- This Proposal is valid for 15 days from the above date.

PRICE ESCALATION CLAUSE:

The price quotation for this scope of work on this project has been calculated based on the current prices for the component building materials. However, the market for the building material is considered volatile, and sudden price increases could occur in addition to material shortages. Made in Rio, Inc. agrees to use their best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of material that are purchased after the execution of contract for use in this project, the owner agrees to pay the cost increase to Made in Rio, Inc.

Submitted By: _____
Lori Ray
Made In Rio, Inc.

Accepted By: _____
Mr. Jonathan Walsh
Gulf Bay Group

Please contact me if you have any questions or whenever I may be of further assistance.



Fiddlers Monuments and Towers

Submitted By: Kimberly Alkema

(239) 349-0100

Kim@floridapainters.com

01/27/2026

Client:

Fiddlers Creek CDD #1
9220 Bonita Beach Rd 214
Naples FL 34135

Contact:

Name: Cleo Adams
Phone: (239) 498-9020
Email: adamsc@whhassociates.com

Project: Fiddlers Monuments and Towers
260051
Fiddlers Monuments and Towers
8250 Fiddlers Creek Parkway
Naples FL 34114

Front Monuments	14,975.00
Monument roofs	4,875.00
Pickets and light fixture	4,150.00
Paint all unpainted stone	10,880.00
Stone repairs	26,460.00
Total Bid:	61,340.00

To provide exterior painting at Fiddlers Creek.

Areas of Work to Include:

- 1) Two entry monuments
- 2) Wood signs
- 3) 4 Landscape towers

Scope of Work to Include:

- 1) Repair all damaged and or loose stone including damages described in attached photos titled "Entrance Pavilion - Landscape towers."
- 2) Pressure wash all areas to be painted.
- 3) Unpainted stone will be washed with roto-tip.
- 4) Clean remaining stains using muriatic acid.
- 5) Foam EIFS band will be repaired.
- 6) All stucco and wood will be sealed using H&C Micro-tite Chalk Sealer.
- 7) Caulk and patch as needed.
- 8) Finish stucco and EIFS with one full coat of Sherwin Williams Latitude Satin.
- 9) Metal roof, pickets, letters and light will be sanded, cleaned, primed with Bond Plex and finished with Pro Industrial DTM.
- 10) Stone will receive 2 coats of Sherwin Williams Latitude Satin.

Clarifications:

- 1) Florida Painters will do our best to remove stains on the stone. However, we cannot guarantee that there will be no residual discoloration. Repairs will also be visible if the stone is not painted.
- 2) The price does not include repair of the stones.
- 3) Fiddlers Creek CDD1 to supply water for pressure washing.
- 4) Price is based on using the same or similar colors.



Fiddlers Monuments and To

Contract

- 5) This project will take 3-4 Weeks to complete (weather permitting)
- 6) Excludes fountains
- 7) Foliage to be trimmed 12-16 inches from areas of work.

If the person signing does not have the owners authority, the signing person becomes personally responsible.

Customer Sign: _____ FL Painters Rep. Sign: _____

Date: _____

Title: _____

TERMS: Interest at 1.5% (18% ann.) will be added from the due date until paid. If litigation occurs; collection, attorney fees and court costs will be added.

WE DO ACCEPT VISA & MASTER CARD - HOWEVER THERE IS A 3% CHARGE TO COVER FEES ON ALL TRANSACTION

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

**UNAUDITED
FINANCIAL
STATEMENTS**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2026**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2026**

	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							
Truist	\$ 670,164	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 670,164
Horizons Bank	306,662	-	-	-	-	-	306,662
BankUnited ICS	4,295,649	-	-	-	-	-	4,295,649
BankUnited MMA	250,000	-	-	-	-	-	250,000
Investments							
Revenue	-	617,047	964	417,886	1,626	1,551	1,039,074
Reserve - series B	-	-	-	100,877	-	-	100,877
Sinking	-	43	-	-	-	-	43
Prepayment	-	-	1,135	4,424	-	-	5,559
Prepayment - 2002B exchange	-	4,310	-	-	-	-	4,310
Due from FCC Marsh	-	-	283,406	-	425,600	453,850	1,162,856
Due from other	5,059	-	-	-	-	-	5,059
Prepaid expense	1,262	-	-	-	-	-	1,262
Deposits	5,125	-	-	-	-	-	5,125
Total assets	<u>\$ 5,533,921</u>	<u>\$ 621,400</u>	<u>\$ 285,505</u>	<u>\$ 523,187</u>	<u>\$ 427,226</u>	<u>\$ 455,401</u>	<u>\$ 7,846,640</u>
LIABILITIES & FUND BALANCES							
Liabilities:							
Accounts payable	\$ 23,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,880
Total liabilities	<u>23,880</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>23,880</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	-	-	283,406	-	425,600	453,850	1,162,856
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>283,406</u>	<u>-</u>	<u>425,600</u>	<u>453,850</u>	<u>1,162,856</u>
Fund balances:							
Restricted for							
Debt service	-	621,400	2,099	523,187	1,626	1,551	1,149,863
Unassigned	5,510,041	-	-	-	-	-	5,510,041
Total fund balances	<u>5,510,041</u>	<u>621,400</u>	<u>2,099</u>	<u>523,187</u>	<u>1,626</u>	<u>1,551</u>	<u>6,659,904</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 5,533,921</u>	<u>\$ 621,400</u>	<u>\$ 285,505</u>	<u>\$ 523,187</u>	<u>\$ 427,226</u>	<u>\$ 455,401</u>	<u>\$ 7,846,640</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 119,876	\$ 2,557,135	\$ 2,745,284	93%
Assessment levy: off-roll	-	246,397	422,396	58%
Interest	9,089	40,530	50,000	81%
Total revenues	<u>128,965</u>	<u>2,844,062</u>	<u>3,217,680</u>	88%
EXPENDITURES				
Administrative				
Supervisors	2,153	4,306	12,918	33%
Management	5,044	25,219	60,525	42%
Assessment roll preparation	2,124	10,621	25,490	42%
Accounting services	1,647	8,235	19,764	42%
Audit	-	-	15,400	0%
Legal	4,552	6,346	25,000	25%
Engineering	10,179	23,093	75,000	31%
Telephone	78	387	928	42%
Postage	721	1,076	2,300	47%
Insurance	-	26,468	27,500	96%
Printing and binding	55	275	659	42%
Legal advertising	-	-	2,000	0%
Office supplies	-	-	750	0%
Annual district filing fee	-	175	175	100%
Trustee	-	-	15,500	0%
Arbitrage rebate calculation	-	-	4,000	0%
Contingencies	99	474	4,000	12%
Website/ADA website compliance	-	-	920	0%
Dissemination agent	986	4,928	11,828	42%
Total administrative	<u>27,638</u>	<u>111,603</u>	<u>304,657</u>	37%
Field management				
Field management services	2,187	10,932	26,237	42%
Total field management	<u>2,187</u>	<u>10,932</u>	<u>26,237</u>	42%
Water management maintenance				
Other contractual	14,660	158,640	542,858	29%
Fountains	8,991	44,611	93,000	48%
Total water management maintenance	<u>23,651</u>	<u>203,251</u>	<u>635,858</u>	32%
Street lighting				
Contractual services	3,307	26,927	15,000	180%
Electricity	3,285	14,752	36,000	41%
Holiday lighting program	8,250	16,500	16,500	100%
Miscellaneous	-	25,400	17,500	145%
Total street lighting	<u>14,842</u>	<u>83,579</u>	<u>85,000</u>	98%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	Current Month	Year To Date	Budget	% of Budget
Landscaping				
Other contractual - landscape maintenance	110,156	375,028	974,000	39%
Other contractual - flowers	-	21,307	54,000	39%
Improvements and renovations	-	69,923	250,000	28%
Contingencies	794	794	15,000	5%
Total landscaping	<u>110,950</u>	<u>467,052</u>	<u>1,293,000</u>	36%
Roadway				
Roadway maintenance	-	38,616	150,000	26%
Total roadway	<u>-</u>	<u>38,616</u>	<u>150,000</u>	26%
Irrigation supply				
Electricity	42	201	750	27%
Repairs and maintenance	-	-	1,311,560	0%
Other contractual-irrigation manager	-	14,470	58,000	25%
Supply system	13,103	56,722	1,042,250	5%
Total irrigation supply	<u>13,145</u>	<u>71,393</u>	<u>2,412,560</u>	3%
Other fees & charges				
Property appraiser	-	23,849	42,895	56%
Tax collector	2,397	51,118	57,193	89%
Total other fees & charges	<u>2,397</u>	<u>74,967</u>	<u>100,088</u>	75%
Total expenditures	<u>194,810</u>	<u>1,061,393</u>	<u>5,007,400</u>	21%
Excess/(deficiency) of revenues over/(under) expenditures	(65,845)	1,782,669	(1,789,720)	
Fund balances - beginning	5,575,886	3,727,372	2,755,620	
Assigned				
Working capital	804,420	804,420	804,420	
Future Irr. mainline breaks	150,000	150,000	150,000	
Unassigned	4,555,621	4,555,621	11,480	
Fund balances - ending	<u>\$ 5,510,041</u>	<u>\$ 5,510,041</u>	<u>\$ 965,900</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-1 (REFUNDED SERIES 2002B)
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ 16,244	\$ 346,513	\$ 372,096	93%
Interest	1,220	5,219	-	N/A
Total revenues	<u>17,464</u>	<u>351,732</u>	<u>372,096</u>	95%
EXPENDITURES				
Debt service				
Principal	-	-	215,000	0%
Interest	-	73,041	146,081	50%
Total debt service	<u>-</u>	<u>73,041</u>	<u>361,081</u>	20%
Other fees & charges				
Property appraiser	-	3,232	5,814	56%
Tax collector	325	6,927	7,752	89%
Total other fees & charges	<u>325</u>	<u>10,159</u>	<u>13,566</u>	75%
Total expenditures	<u>325</u>	<u>83,200</u>	<u>374,647</u>	22%
Excess/(deficiency) of revenues over/(under) expenditures	17,139	268,532	(2,551)	
Fund balances - beginning	<u>604,261</u>	<u>352,868</u>	<u>343,049</u>	
Fund balances - ending	<u>\$ 621,400</u>	<u>\$ 621,400</u>	<u>\$ 340,498</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-2A (REFUNDED SERIES 2002A)
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 75,797	\$ 359,203	21%
Interest	6	139	-	N/A
Total revenues	<u>6</u>	<u>75,936</u>	<u>359,203</u>	21%
EXPENDITURES				
Debt service				
Principal	-	-	215,000	0%
Interest	-	75,797	151,594	50%
Total expenditures	<u>-</u>	<u>75,797</u>	<u>366,594</u>	21%
Excess/(deficiency) of revenues over/(under) expenditures	6	139	(7,391)	
Fund balances - beginning	2,093	1,960	84,286	
Fund balances - ending	<u>\$ 2,099</u>	<u>\$ 2,099</u>	<u>\$ 76,895</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-2B (REFUNDED SERIES 2002A)
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 6,623	\$ 141,285	\$ 151,776	93%
Interest	1,262	6,147	-	N/A
Total revenues	<u>7,885</u>	<u>147,432</u>	<u>151,776</u>	97%
EXPENDITURES				
Debt service				
Principal	-	-	80,000	0%
Interest	-	29,047	58,094	50%
Total debt service	<u>-</u>	<u>29,047</u>	<u>138,094</u>	21%
Other fees & charges				
Property appraiser	-	1,319	2,372	56%
Tax collector	132	2,824	3,162	89%
Total other fees & charges	<u>132</u>	<u>4,143</u>	<u>5,534</u>	75%
Total expenditures	<u>132</u>	<u>33,190</u>	<u>143,628</u>	23%
Excess/(deficiency) of revenues over/(under) expenditures	7,753	114,242	8,148	
Fund balances - beginning	515,434	408,945	407,142	
Fund balances - ending	<u>\$ 523,187</u>	<u>\$ 523,187</u>	<u>\$ 415,290</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-3 (REFUNDED SERIES 2005)
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 158,850	\$ 584,450	27%
Interest	4	249	-	N/A
Total revenues	<u>4</u>	<u>159,099</u>	<u>584,450</u>	27%
EXPENDITURES				
Debt service				
Principal	-	-	275,000	0%
Interest	-	158,850	317,700	50%
Total expenditures	<u>-</u>	<u>158,850</u>	<u>592,700</u>	27%
Excess/(deficiency) of revenues over/(under) expenditures	4	249	(8,250)	
Fund balances - beginning	<u>1,622</u>	<u>1,377</u>	<u>167,537</u>	
Fund balances - ending	<u>\$ 1,626</u>	<u>\$ 1,626</u>	<u>\$ 159,287</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014-4 (REFUNDED SERIES 2005)
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 167,700	\$ 621,550	27%
Interest	4	260	-	N/A
Total revenues	<u>4</u>	<u>167,960</u>	<u>621,550</u>	27%
EXPENDITURES				
Debt service				
Principal	-	-	295,000	0%
Interest	-	167,700	335,400	50%
Total expenditures	<u>-</u>	<u>167,700</u>	<u>630,400</u>	27%
Excess/(deficiency) of revenues over/(under) expenditures	4	260	(8,850)	
Fund balances - beginning	1,547	1,291	176,726	
Fund balances - ending	<u>\$ 1,551</u>	<u>\$ 1,551</u>	<u>\$ 167,876</u>	

Fiddlers Creek CDD #1

Financial Highlights Report

As of 2/28/26

General Fund

Revenues

Special Assessment On-roll: At 93% Year to Date (YTD) The majority is normally received in December as a result of payers taking advantage of the early discount (4%).

Special Assessment Off-roll: At 58% (YTD) as this is the Developer who pays monthly.

Expenditures (through end of February at 21% and 21% under straight proration)

Assessment Roll Preparation: At 42% and is billed monthly.

Audit: At 0% and is typically provided and approved during your May meeting.

Legal: At 25% YTD - Legal expenses will fluctuate year by year based on activity.

Engineering Fees: At 31%. Engineering expenses will fluctuate year by year based on activity.

Insurance: At 96% and is a once per year expense typically occurring in October.

Trustee: At 0% is an Annual Fee paid to Wilmington Trust for the services provided as trustee, paying agent and registrar.

Arbitrage rebate calculation: At 0% To ensure the district's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability. Only has to be submitted/reported every five years.

Annual District Filing Fee: At 100% is a once per year active status filing with the State of Florida and typically is occurring in October/November.

Contingencies: At 12% includes miscellaneous, automated AP routing and unforeseen costs incurred throughout the year.

Dissemination agent: At 42% which services are a requirement of the Securities & Exchange Act of 1934, pursuant to Rule 15c2-12. Contains disclosure and continuing disclosure requirements applicable to municipal securities.

Water Management/Fountains: At 48% and includes insurance renewal policy (\$9,624.85) as well as FPL/Collier Utilities and monthly maintenance.

Street Lighting/Contract Services: At 180% and includes routine maintenance as well as \$16,600.00 for the panel replacement adjacent to the Sales Center.

Street Lighting/Miscellaneous: At 145% and is specific to the repair project of (15) damaged light pole arms.

Landscaping/Improvements and Renovations: At 28% and includes the gatehouse renovations project, installation of hedges to block vehicle lights from the parkway entering residents' homes.

Landscaping/Contingencies: At 5% and includes a mainline irrigation repair.

Roadway/Roadway Maintenance: At 26% and includes Bonness asphalt striping, removal of damaged street sign and Florida Painters to clean/paint coach lights/pillars on the Parkway.

Irrigation/Supply System: At 2% and includes Egis Insurance Policy Renewal (\$9,624.85) and FPL.

Tax Collector: At 0%, this expenditure is directly related to the cost of collecting the district's special assessment on roll revenue. The Tax collector charges 2% of the assessment levy.

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

MINUTES

DRAFT

MINUTES OF MEETING

FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1

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The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Regular Meeting on February 25, 2026 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

Present:

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

Also present:

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
John Baker III	District Engineer
Joe Parisi	Developer’s Representative
Jody Benet	The Foundation Irrigation Manager
Ryan Hennessey	Fiddler’s Director of Community Services
Bill Kurth	Premier Lakes, Inc.
Mike Barrow	GulfScapes Landscape Manager
Matt Hall	Hines Inc.
Mike Warren	Hines Inc.
Elliot Miller	CDD #2 Chair
Johnathan Musher	Resident
Other Residents	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

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

No members of the public spoke.

THIRD ORDER OF BUSINESS

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

45 Mr. Kurth presented the January 2026 Quality Control Lake Report. Conditions are dry
46 and windy. Water levels are low but the lakes look good. Illinois pondweed is being treated.
47 Regarding growth in The Rookery pond, The Rookery Golf Club changed its lake treatment
48 protocols, selectively removing vegetation and enhancing littoral growth in low-lying areas
49 rather than bushhogging. It has worked well and might benefit the CDD going forward.

50

51 **FOURTH ORDER OF BUSINESS**

**Health, Safety and Environment Reports
(Ryan Hennessey)**

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54 Mr. Hennessey gave the PowerPoint presentation and reported the following:

55 ➤ Tree Canopy Trimming: Juniper trimmed the Mahogany and Championship trees,
56 addressed trees by the boat ramp on Runaway, fruited palms at the Fiddler’s Creek Parkway
57 entrance are underway, and two dead Parkway and Club Center Drive trees will be removed.

58 **A. Irrigation and Pressure Washing Efforts**

59 ➤ Precipitation Data: Average rainfall was .31” in January 2026 compared to .23” in
60 January 2025. It is the worst dry season in five years. Per County, from October 2025 through
61 January 2026, only 4.3” of rain fell, compared to 12.6” during the same time last year.

62 ➤ Yearly Rainfall Totals: There was 54.76” of rain in 2025, which is 2’ less than the 78.93”
63 of rainfall received in 2024.

64 ➤ Lake #88 Measurements: Lake #88’s height was 1.4’ last week and this week it is 1.25’.

65 ➤ Irrigation Projected Usage: The villages had no rain holds. Common areas had one hold.
66 Mr. Benet is dialing down irrigation 60% to 65% by reducing the number of minutes each
67 scheduled day.

68 ➤ Total water usage in January 2026 was 52,167,080 gallons compared to 48,199,045
69 gallons in January 2025, a difference of almost 4 million gallons.

70 ➤ Irrigation Report: Minor communication failures occurred this month due to power
71 outages and cold weather. There were no charges to CDD #1.

72 Mr. Christensen is concerned about the golf course’s use of water during the drought
73 reducing the amount of water available for CDD . He asked about the source. Mr. Parisi stated
74 the CDD’s irrigation water is drawn from the 10-acre lake; the golf course’s irrigation water is
75 drawn from the two or three smaller lakes to the south. Once Hidden Lakes becomes a
76 community, as part of the Baseline system, it will tap into the main line.

77 ➤ Pressure Washing: Crews finished Fiddler's Creek Parkway, Oyster Harbor, Mulberry
78 Row and Club Center Boulevard and are now on Cherry Oaks Trail and Cranberry Crossing and
79 will proceed to Sandpiper Drive. The map was updated.

80 Mr. Christensen asked if the equipment can clean pavers. Mr. Hennessey replied
81 affirmatively. As specified in the contract, pavers in Runaway Bay that are within .1 mile are
82 routinely cleaned. Mr. Christensen asked for sidewalks in Runaway Bay to be cleaned. Mr.
83 Hennessey stated .1 mile, or 528', runs up to the boat ramps. Mrs. Adams stated the area from
84 Fiddler's Creek Parkway up to .1 mile is CDD property, which is in the contract, and the pavers
85 past the boat ramp are HOA property. It was noted that The Foundation only cleans private
86 roadways and sidewalks if contracted separately with The Foundation. Public funds can only be
87 used for public sidewalks and roadways because of the CDD's maintenance responsibility. Mr.
88 Adams stated that the GIS roadway map, which is down for maintenance, indicates which
89 roadways are privately owned. Mr. Parisi stated he will provide pricing to communities with
90 private roadways that might decide to engage The Foundation to perform pressure washing.

91 Discussion ensued regarding the use of private vendors in the early years and
92 homeowner responsibility to maintain their own property, such as driveway approaches.

93 Resident Tony Marek, of Runaway Bay, believes when the equipment was first
94 purchased by The Foundation, property owners were told that sidewalks and gutters in all
95 communities would be cleaned. If the new equipment was purchased by The Foundation, he
96 thinks the community should deal with The Foundation. Mr. Schmitt recommended Runaway
97 Bay deal with The Foundation. He stated it is not a CDD matter. It was noted that, in the past,
98 the CDD engaged a private contractor for pressure cleaning until The Foundation purchased the
99 equipment and began offering the service; it is a cost savings to the CDD. The Board agreed.

100 **B. Security and Safety Update**

101 Mr. Hennessey reported the following:

102 ➤ Gate Access Control: Community Patrol should be called for security matters; the phone
103 number is 239-231-9878. In an emergency, 911 should be called first, followed by Community
104 Patrol. The automated gatehouse number is 239-529-4139, which should be called to add
105 vendors or visitors to the list. Information can also be emailed to safety@fiddlerscreek.com.

106 ➤ Occupancy Report: Overall, the average weekly occupancy went from 1,664 in
107 December to 2,224 in January, a 34% increase.

- 108 ➤ Gatehouses and Patrols: Sandpiper, Championship, and the Main gatehouses are
109 operational 24/7. There are two patrols per shift; generally, one in CDD #1 and one in CDD #2.
- 110 ➤ The stationary visitor pass scanner at the Championship gate was removed as it was
111 holding up the lines because many did not know how to put the pass in the scanner. Gate
112 officers use the portable scanner now and the line moves much faster.
- 113 ➤ The Comcast trailer with a large spool of wire meeting was removed.
- 114 ➤ From December to January, gatehouse activity increased from 72,333 to 100,363.
- 115 ➤ Incidents: Most incidents stayed the same compared to December. Open garage doors
116 increased from 31 to 95, and parking incidents increased from 12 to 63.
- 117 ➤ Speed Detection and Enforcement: The portable speed detection device was used in
118 problem areas. There were 13 Traffic Hawk violations in January. 12 of 13 violations were first-
119 time offenders. Written warnings were issued. One was referred to the Fining Committee.
- 120 ➤ Per the Sheriff there were 45 extra patrols in January, 25 medical calls, 14 accidental 911
121 calls/hang-ups, 13 traffic stops, 13 alarm calls and four reports of a suspicious person or vehicle.

122 ▪ **Developer's Report**

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

124 Mr. Parisi stated Dorado Building 13 construction is ongoing and expected to be finished
125 in November. He stated Hines Inc. (Hines) recently acquired many entities the CDDs have
126 worked with. Hines will implement the Baseline system.

127

128 **FIFTH ORDER OF BUSINESS**

Presentation of Hines Inc. Irrigation Project

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130 Matt Hall introduced himself and his colleague, Mike Warren, Head of Engineering. He
131 discussed the slide presentation in the agenda, answered questions and noted the following:

- 132 ➤ Hines is 30 years old and has 42 employees with offices in 16 states; Orlando is the
133 nearest. Hines works on projects of all sizes. They plan, design, and operate irrigation systems,
134 including controllers and pump stations, and oversee construction.
- 135 ➤ Priorities include water conservation, system control, managing remote systems,
136 gathering data, aging infrastructure and developing consistent equipment standards.
- 137 ➤ Goals include studying key systems, long-term water security, developing biddable
138 construction document packages, mapping the current system, and considering and applying
139 for available grants.

140 Mr. Parisi stated that Staff will work with Hines to research potential South Florida
141 Water Management District (SFWMD) funding grants to minimize cost.

142 ➤ Hines has worked with all central control system brands. The CDDs already have a pilot
143 Baseline program. Hines has extensive experience with Baseline and is pleased with what they
144 offer. Baseline has the features needed and offers a 10-year warranty; others offer five years.
145 Baseline's pricing is in line with other major brands and local support is good. Hines considers
146 Baseline its preferred central control system.

147 A map of prioritized CDD #1 areas was shown. Strategic upgrades will be proposed,
148 planned and implemented in cooperation with Staff. Work will begin in CDD #1.

149 Mr. Parisi stated that maps and information will be shared with Hines. Individual
150 meetings will be held with representatives from different villages, as applicable.

151 Discussion ensued about how to proceed, the Agreements, considerations at each
152 village, the need to conserve water, and implementing draft Agreements to proceed.

153 Needing a cost/benefit analysis, a system to ensure adequate irrigation, and how much
154 the system will cost the CDD, were discussed.

155 Discussion ensued regarding implementation of the project, Hines' experience and
156 expertise in determining projected costs and estimated long term cost savings.

157 Mr. Benet stated he has a side-by-side comparison of the Baseline and Toro controllers
158 in Fiddler's, and he estimates that Baseline controllers are responsible for water usage savings
159 of at least 20% and as much as 30%. He discussed the intuitive soil moisture controls that can
160 relieve the operators from a lot of the responsibility by managing runtimes, stopping the
161 irrigation from running and the ability to split the irrigation into multiple runs to reduce runoff.

162 Discussion ensued regarding use of existing Baseline systems, including in Oyster Harbor
163 and Dorado, and moving individual controllers to a centralized control system.

164 Regarding what is needed, Mr. Parisi will gather additional information and hopefully
165 give more detailed cost and system information at the next meeting. Regarding meetings,
166 processes, and planning, it was noted that a framework is being used to determine how to
167 proceed. Information will be shared as it becomes available. Mr. Parisi stated individual systems
168 will operate independently; once in place, systems will be integrated into the entire system.

169 Mr. Cole stated, as he is retiring in May 2026, the necessary information was shared
170 with Mr. Baker. He recalled that, in Fiscal Years 2025 and 2026, \$1.3 million was funded for this

171 project, including \$150,000 for the design, by CDD #1. He discussed estimates obtained for the
172 Phase 1 project, which includes 10 controllers, and noted that the overall project includes over
173 90 controllers; he will remain available as a resource.

174 Mr. Parisi stated that Hines will assist greatly with the processes moving forward.

175

176 **SIXTH ORDER OF BUSINESS**

**Continued Discussion: Irrigation Action
177 Items**

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The report was included for informational purposes.

180

181 **SEVENTH ORDER OF BUSINESS**

Developer’s Report

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183 This item was presented following the Fourth Order of Business.

184 Mr. Parisi stated that weekly or bi-weekly meetings will be held with Hines. The
185 consensus was that Mr. Parisi will inform Mr. Baker of meetings that require his attendance.

186 • **Discussion/Consideration of Renewal of Irrigation Maintenance Agreement**

187 Mr. Schmitt recalled the need for a meeting between himself, Mr. Miller and Mr. Parisi
188 to discuss cost increases. Mrs. Adams stated that Corporate will contact Kathy at Mr. Parisi’s
189 office to schedule a conference call.

190 Discussion ensued regarding needing a mapping system, on-site system management,
191 staffing, personnel, etc.

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193 **EIGHTH ORDER OF BUSINESS**

Engineer’s Report: Bowman Company

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195 • **American Infrastructure Services, Inc. Traffic Signal Change Order (for informational
196 purposes)**

197 Mr. Baker reported the following:

198 ➤ Engineering drawings were received from VC Architects. Updated Architectural and MEP
199 drawings were completed, and minor roof framing design is being coordinated with the
200 structural engineer. He hopes the Pumphouse #1 drawings will be ready next week so that bid
201 documents can be prepared. The scope of work is similar to what was done for Pumphouse #2.

202 ➤ Bid documents for the Pumphouse #1 equipment are in development; Mr. Cole is
203 reviewing the documents, and Mr. Pires will likely have additional revisions.

204 ➤ Photos and the proposal for the Front Entrance Pavilion were submitted to Bowman
205 Structural Engineering; a response is pending.

206 Mr. Schmitt voiced his opinion that the pavilion is deplorable.

207 Discussion ensued regarding damage to the monuments, assembling a bid package and
208 engaging a contractor expeditiously, maintenance versus construction, woodpecker damage,
209 clarifying the scope of work, requesting additional bids, and the upgrade to the monument.

210 Mr. Schmitt suggested the Board Members and inspect the pavilion.

211 Mr. Baker will request additional bids. This item will be on the next agenda.

212 Mr. Cole distributed three change orders and noted that the net result is a net reduction
213 of \$1,045 to the original contract value, which was approximately \$1.32 million.

214 Mr. Schmitt asked if part of the sidewalk improvements and intersection are included as
215 part of relocating the underground utilities. Mr. Cole replied affirmatively. When all approvals
216 are received, he will submit the package to Halvorsen and 7-ELEVEN. Mr. Miller indicated that
217 7-ELEVEN stated they would pay one year ago.

218 Regarding the Water Sciences Report, Mrs. Adams stated the contract was not
219 executed.

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221 NINTH ORDER OF BUSINESS

Continued Discussion: Front Entrance Pavilion Renovations

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224 This item was discussed during the Eighth Order of Business.

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226 TENTH ORDER OF BUSINESS

Consideration of Resolution 2026-01, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Collier County Supervisor of Elections Conduct the District’s General Elections; Providing for Compensation; Setting Forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date

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236 Mr. Schmitt presented Resolution 2026-01. Seats 1 and 2, currently held by Joseph
237 Badessa and Torben Christensen, respectively, will be up for election at the November 2026
238 General Election. Candidates must be a United States citizen, at least 18 years of age, a legal
239 resident of Florida, reside within the CDD and be a registered voter in Collier County. Each

240 Board Member is entitled to receive compensation of \$200 per meeting, up to an annual
241 maximum of \$4,800 per year. Each seat carries a four-year term. The candidate qualifying
242 period is noon, June 8, 2026 to noon, June 12, 2026.

243 **On MOTION by Mr. Weinberg and seconded by Mr. Christensen, with all in**
244 **favor, Resolution 2026-01, Implementing Section 190.006(3), Florida Statutes,**
245 **and Requesting that the Collier County Supervisor of Elections Conduct the**
246 **District's General Elections; Providing for Compensation; Setting Forth the**
247 **Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for**
248 **Severability and an Effective Date, was adopted.**

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251 **ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of January 31, 2026**

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254 Mr. Schmitt presented the Unaudited Financial Statements as of January 31, 2026.

255 The financials were accepted.
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257 **TWELFTH ORDER OF BUSINESS**

**Approval of January 28, 2026 Regular
Meeting Minutes**

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260 **On MOTION by Mr. Schmitt and seconded by Mr. Weinberg, with all in favor,**
261 **the January 28, 2026 Regular Meeting Minutes, as presented, were approved.**
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264 **THIRTEENTH ORDER OF BUSINESS**

Action/Agenda or Completed Items

265 Mrs. Adams stated the streetlight mast arms were replaced.

266
267 Mr. Schmitt asked about sign replacements. Mr. Baker will ask Lykins. Mrs. Adams
268 stated the temporary signs are in place.

269 Mr. Schmitt asked Mr. Parisi if an update was received from TECO Peoples Gas (TECO).
270 Mr. Parisi stated he thought the project was cancelled. Mr. Schmitt stated that utility locates
271 are present on the Parkway and asked if an Agreement was presented or if there are any
272 requirements. Mr. Parisi will ask for an Agreement and indemnification. Mr. Pires will speak
273 with Mr. Parisi about flags.

274 Items 1, 4, 7, 10, 14, 15, 16, 17, 18, 19, 20 were completed.

275 Items 2, 12 and 21: Consolidated into one item; all relate to the front entrance. Bid
276 packages are due to go out, and a selection will hopefully be made at the next meeting.

277 Items 8 and 9: Consolidated into one item.

278 Item 13: Hold off until County requires watering twice per week.

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280 **FOURTEENTH ORDER OF BUSINESS** **Staff Reports**

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

283 There was no report.

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

- 285 • **NEXT MEETING DATE: March 25, 2026 at 8:00 AM**

- 286 ○ **QUORUM CHECK**

287 All Supervisors confirmed their attendance at the March 25, 2026 meeting.

288 Mr. Adams stated that Fiscal Year 2027 budget discussions will begin in April 2026. Mr.

289 Schmitt asked Mr. Baker to provide input, including roadway treatment versus complete milling

290 and repaving, and the pumphouses. Mr. Schmitt stated he considers the less-travelled

291 roadways to be Mahogany and Mulberry, but he is unsure if it is a viable option. Mr. Baker

292 recalled that a representative offered to treat a cul-de-sac area to demonstrate a roadway

293 treatment application at no cost to the CDD. Mr. Schmitt expressed concern about the

294 intersection at Mulberry and Mulberry Court and suggested the contractor be asked to evaluate

295 the area and contact Mr. Schmitt with any questions.

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

297 There was no report.

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299 **FIFTEENTH ORDER OF BUSINESS** **Supervisors’ Requests**

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301 There were no Supervisors’ requests.

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303 **SIXTEENTH ORDER OF BUSINESS** **Public Comments**

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305 Resident Johnathan Musher expressed support for the Board’s efforts. He voiced a

306 concern about the umbrella situation. It was noted that umbrellas are a Developer issue.

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308 **SEVENTEENTH ORDER OF BUSINESS** **Adjournment**

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310 **On MOTION by Mr. Weinberg and seconded by Mr. Christensen, with all in**
311 **favor, the meeting adjourned at 9:45 a.m.**

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316 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

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**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	05.28.25	ACTION	<p>Mr. Cole/Mr. Baker: Inspect/report on 4 Spears by Pkwy Inventory sign inserts & which to replace. 07.23.25: Give replacement #, cost & schedule to Ops Mgr. 09.24.25: Proposal pending.</p> <p>Mr. Baker: Obtain individual proposals for each item on TJ Bldg Co proposal for entry spire repairs & other work. Mr. Baker: Coordinate with Foundation for detailed specs & scope of work. Mr. Parisi: Send report & proposal from another vendor to Mr. & Mrs. Adams.</p> <p>Mr. Baker: Ask a Bowman Eng. to review front entrance pavilion renovations project & provide specifics after the consensus was to put the contract out to bid.</p>	X			
2	05.28.25	ACTION	<p>Mr. Pires/Mr. Haak: Finalize docs between Developer & CDD regarding easement to build the retaining wall at old driving range. 01.28.25: Mr. Pires: Email Mr. Parisi re: dates & times to meet.</p>	X			
3	09.24.25	ACTION	<p>Mr. Pires/Mr. Parisi: Close out Access Agreement re: Runaway Lane American shoreline restoration to begin 10.06.25.</p>	X			
4	10.22.25	ACTION	<p>Mr. Baker: Schedule call w/ Mr. Parisi to discuss Irrigation Action Items and determine next steps.</p>	X			
5	12.10.25	ACTION	<p>Mr. Cole: Provide Mr. Pinder with updated traffic signal cost summary and invoices pending final invoices. Find out if County requires conveyance documents, Bill of Sale, or Letter of Acceptance for traffic signal.</p>	X			
6	12.10.25	ACTION	<p>Mr. Baker: Add CDD #1 and #2 Chairs to irrigation team being formed to discuss irrigation on an ongoing basis.</p>	X			
7	12.10.25	ACTION	<p>Staff: Send & e-blast watering restrictions & consequences for violating restrictions to entire community. Send notices to Mulberry, Mahogany Bend & Isla Del Sol mgmt companies directing them to notify homeowners of watering restrictions & that they must follow rules and of consequences if they do not, such as enforcement by the CDDs or by Code Enforcement issuing a violation notice. 02.25.26: Hold off until County requires watering 2X per week.</p>	X			

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
8	02.25.26	ACTION	Mrs. Adams: Have Corporate & Mr. Parisi's office schedule call w/ Mr. Schmitt, Mr. Miller & Mr. Parisi re: Irrigation Cost Increases.			X after 02.25.26 meeting	
9	02.25.26	BOTH	Mr. Baker: Request additional bids for Front Entrance Pavilion.			X after 02.25.26 meeting	
10	02.25.26	ACTION	Mr. Parisi: Request update from TECO. Ask about utility locates on Parkway, if Agrmt was presented or if there are any requirements. Ask for Agrmt & indemnification. Speak w/ Mr. Pires about flags.	X			
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FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	02.26.25	ACTION	Mr. Cole: Ensure contr. inspects Championship & Mulberry ADA pads. 06.25.25: Contract Bonness. 09.24.25: Mr. Baker: Req updates.			X	01.28.26
2	09.24.25	ACTION	Mr. Baker: Provide GIS files/gate valve data to GIS Engineer. 01.28.26: Going forward, the GIS Engineer will build an Exhibit for CDD use.			X	01.28.26
3	10.22.25	ACTION	Mr. Baker: Inspect gauge that was installed following meeting.			X	01.28.26
4	10.22.25	ACTION	Mr. Baker: Schedule Lykins work related to signage inserts.			X	01.28.26
5	10.22.25	ACTION	Baker, Benet & Cole: Discuss elevations. Determine elevation levels that indicate concern.			X	01.28.26
6	10.22.25	ACTION	Mr. Pires: Present Draft Letter re: Easement Use Agreements [Bellagio Lots by Seawall] at next mtg.			X	01.28.26
7	12.10.25	ACTION	Mr. Baker: Find out if there will be two left turn arrows at US 41 and Collier Blvd.			X	01.28.26
8	12.10.25	ACTION	Mr. Pires: Send letter regarding Bellagio retaining walls & requesting necessary documents to prepare Easement Use Agreements.			X	01.28.26
9	12.10.25	ACTION	Management Staff: Remove "Planning" from agenda item title "Report on Collier County Planning Commission/Consideration of Proposed Greenway-Fritchey RPUD".			X	01.28.26
10	12.10.25	ACTION	Mr. Hennessy: Talk to Juniper about trimming Ficus trees on Mahogany.			X	01.28.26
11	09.24.25	ACTION	Mr. Kurth: Send list of acceptable littorals. Mrs. Adams to distribute			REMOVED	01.28.26
12	03.26.25	BOTH	Mr. Cole: Invite Irrig Consultant to BOS mtg to present RFP. Give BOS draft RFP. 05.28.25 Give BOS cost benefit analysis, schedule, & maintenance requirements.			X	02.25.26
13	10.22.25	ACTION	Mr. Adams: Research journal entry adjustment to revenues in the amount of \$58,593 and advise Board of outcome.			X	02.25.26
14	07.23.25	ACTION	Mr. Pires: Draft Easement Use Agrmt 4 lots Bellaggio by seawall. 08.27.25 : Mr. Pires: Prep Consent to Use Agrmts. Bellagio sea walls are not CDD obligations; Mr. Pires and Mr. Haak to review the issue. 01.28.26 : Letters & attachments mailed to affected homeowners.			X	02.25.26
15	01.28.26	ACTION	Mr. Parisi: Address dead palm tree on Foundation property at the intersection of Fiddler's Creek Parkway and Club Center Boulevard.			X	02.25.26
16	01.28.26	ACTION	Mr. Hennessey: Two trees on CDD side of Runaway need trimming.			X	02.25.26

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

**STAFF
REPORTS**

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

**STAFF
REPORTS
B**

FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2025	Regular Meeting	8:00 AM
November 5, 2025* CANCELED	Regular Meeting	8:00 AM
December 10, 2025**	Regular Meeting	8:00 AM
January 28, 2026	Regular Meeting	8:00 AM
February 25, 2026	Regular Meeting	8:00 AM
March 25, 2026	Regular Meeting	8:00 AM
April 22, 2026	Regular Meeting	8:00 AM
May 27, 2026	Regular Meeting <i>Presentation of FY2027 Proposed Budget</i>	8:00 AM
June 24, 2026	Regular Meeting	8:00 AM
July 22, 2026	Regular Meeting	8:00 AM
August 26, 2026	Public Hearing & Regular Meeting <i>Adoption of FY2027 Budget</i>	8:00 AM
September 23, 2026	Regular Meeting	8:00 AM

Exceptions

**The November meeting date is three (3) weeks earlier to accommodate the Thanksgiving Day holiday.*

***The December meeting date is two (2) weeks earlier to accommodate the Christmas Day holiday.*

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

**STAFF
REPORTS
C**



Wrathell, Hunt and Associates, LLC

TO: Fiddlers Creek CDD #1 Board of Supervisors
FROM: Cleo Adams – District Manager
DATE: March 25, 2026
SUBJECT: Monthly Status Report – Field Operations

Runaway Lane/Marsh Cove/Bridge Work – Wing Walls: On-going discussion: Board approved during the May meeting for a cost of \$14,500.00 with Daly Construction to remove the stack stone on two sides of the bridge and apply stucco.

Note: As indicated during the June meeting, Daly Construction would not execute the contract: concerns with obtaining any required permits as well as E-Verify requirements.

Note: As discussed during the August 26th meeting, this project was handed over to the District Engineer to seek a contractor to have this work completed.

Hydrogeological Services for Water Supply Planning: The contract with APEX has been provided for Signature. John Baker is following up to determine why it has not been executed.

Moisture Manager/GulfScapes: As approved during the January Board meeting, the application commenced February 17th and was completed February 24th. Cost \$13,863.00

Street Sign Insert Replacement/Post Repairs: Contract has been executed with Project Combo, Inc. DBS Lykins Signtek. Project is scheduled to commence in April. John Baker will be providing the Board with updates. Total Cost \$15,235.00.

Landscape: Staff is in the process of obtaining cost to replace plant material in various areas of the community, to include bed areas that will not recover from the frost/cold temperatures. Once received they will be brought before the Board for consideration/approval; and to be planted during the rainy season.

Note: Proposals received to replace aged Arbrocola and New River Bougainvillea along the guard rail (North East side of the Club and Spa). GulfScapes \$35,436.00 and Juniper \$37,111.00. Requesting Board Consideration.

Pressure Cleaning Service Agreement: The contract with The Foundation is set to expire September 30, 2026. Current year contract \$40K. Reminder notice has been sent to Joe Parisi.

Flower Program: The current contract with Club Care expires in May 2026. Current Contract \$53,116.60. Staff has reached out for a new proposal for the Fiscal Year 2027 Budget.

Trimmers Holiday Décor: Current contract is set to expire January 2027. Current amount \$16,500.00.

Entry Feature Fountains: Required repairs to both fountains; removal of the pump motor on both total cost \$4,400.00.

Note: This is an agenda item for Board consideration. Crystal Waterscapes will be at the meeting to discuss with the Board.